

City of Carpinteria
City Council Regular Meeting Agenda
Monday, November 23, 2015
Council Chamber, 5775 Carpinteria Avenue

5:30 p.m. Regular Session

INFORMATION ABOUT CITY COUNCIL MEETINGS:

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

**ESTIMATED
TIME:**

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

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

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

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

1. Fall Community Partner Award Presentation to E. J. Harrison & Sons

5:37 p.m. **PUBLIC INFORMATION REPORTS AND ANNOUNCEMENTS**

5:37 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.

- Haggen Bankruptcy update

5:40 p.m. **PRESENTATIONS BY CITIZENS / PUBLIC COMMENT**

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

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

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

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.

2. Expenditures for the period beginning November 5, 2015, and ending November 17, 2015.
3. Minutes of the regular meeting held October 26 and November 9, 2015.
4. Community Development Block Grant (CDBG) Agreement with County of Santa Barbara to receive \$147, 921.00 in CDBG Funds for the Main School Sidewalk In-fill Project.
5. Adoption of Resolution No. 5633, as read by title only, updating the City's ADA Grievance Procedure.

5:56 p.m. **ADMINISTRATIVE MATTERS: None**

PUBLIC HEARINGS:

- 5:56 p.m. 6. **Linden Avenue and Casitas Pass Road Interchanges and Via Real Extension**

Request by the California Department of Transportation (Caltrans) for approval of development permits to replace the Linden Avenue and Casitas Pass Road US 101 overcrossings, reconfigure the northbound onramps and offramps at Casitas Pass Road, extend the northbound Linden Avenue on ramp, rebuild the southbound Linden Avenue offramp, construct four soundwalls along the US 101 corridor, replace the US 101 freeway bridges over Carpinteria Creek and extend Via Real to Casitas Pass Road and Linden Avenue.

Recommendation: Adopt Resolution No. 5632, as read by title only, approving a Conditional Use Permit and Coastal Development Permit for Project 09-1522-CUP/CDP for the Linden

Avenue and Casitas Pass Road Interchanges and Via Real Extension.

Staff Presenter: Jackie Campbell, Community Development Director

Staff Report
Public Comment
City Council Determination

- 6:30 p.m. 7. Introduction (first reading) of Ordinance No. 704 amending Title 6 of the Carpinteria Municipal Code to Include a Spay/Neuter Requirement (with exemptions) for Dog 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, as read by title only, which would require residents of the City to spay or neuter their dog or cat unless as provide 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

- 6:50 p.m. 8. Extension of a Temporary Moratorium on Short Term Rental Use in the City of Carpinteria

Recommendation: Adopt Ordinance No. 706, as read by title only, extending a temporary moratorium on short Term Rental use in the City of Carpinteria to go into effect immediately.

Staff Presenter: Dave Durflinger, City Manager

Staff Report
Public Comment
City Council Determination

OTHER BUSINESS:

- 7:10 p.m. 9. Merger of the Downtown “T” Business Advisory Board and Carpinteria First Committee

Recommendation: Approve the merger of the Downtown “T” Business Advisory Board and the Carpinteria First Committee and adopt Resolution No. 5631, as read by title only, making two appointments to the Carpinteria First Committee.

Staff Presenter: Brian Barrett, Management Analyst

Staff Report
Public Comment
City Council Determination

- 7:25 p.m. 10. Linden Avenue and Casitas Pass Road Interchanges Project – Authorization to Execute a Freeway Maintenance Agreement with the California Department of Transportation

Recommendation: Adopt a resolution authorizing the execution of a Freeway Maintenance Agreement with the State of California Department of Transportation for the Linden Avenue and Casitas Pass Road Interchanges Project.

Staff Presenter: Matt Meachler, Civil Engineer

Staff Report
Public Comment
City Council Determination

- 7:40 p.m. 11. Authorization and Award to West Coast Arborists, Inc. to Provide Tree Trimming and Tree Maintenance Services

Recommendation: Find West Coast Arborists’ bid to be responsive and authorize the Mayor to sign the five (5) year contract with West Coast Arborists, Inc., the lowest responsible bidder, subject to meeting all mandatory contract document requirements for providing tree trimming and tree maintenance services.

Staff Presenter: Brian Barrett, Management Analyst

Staff Report
Public Comment
City Council Determination

- 7:55 p.m. 12. Adoption of Resolution No. 5635, Authorizing the Mayor of the City of Carpinteria ("City") to Sign and Issue Subpoenas for Certain Records Related to Short-Term Rentals Being Operated in Prohibited Zoning Districts Within the City

Recommendation: Adopt Resolution No. 5635, as read by title only, authorizing the Mayor to sign and issue subpoenas for certain records related to short-term rentals being operated in prohibited zoning Districts within the City.

Staff Presenter: Dave Durlinger, City Manager

Staff Report
Public Comment
City Council Determination

8:15 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)
- d. Joint City Council / Planning Committee General Plan and Coastal Plan Update Committee (Stein & Clark)

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)

ATTENDANCE OF COUNCILMEMBERS FOR FUTURE MEETINGS

8:20 p.m.

ADJOURNMENT

The next regular meeting to be held on **Monday, December 14, 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, November 18, 2015, in the City Clerk's Office, on the City Hall Public Notices Board, and on the Internet.



City of Carpinteria

COUNCIL AGENDA STAFF REPORT November 23, 2015

ITEM FOR COUNCIL CONSIDERATION

Presentation of the City's fall 2015 Outstanding Community Partner award to E.J. Harrison & Sons.

STAFF RECOMMENDATION

Action Item ____ ; Non-Action Item X

Staff Recommendation: Present the City's fall 2015 Outstanding Community Partner award to E.J. Harrison & Sons.

Motion: None required

BACKGROUND

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

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

DISCUSSION

E.J. Harrison & Sons (Harrison) has been selected as the City's fall 2015 Outstanding Community Partner award recipient. Harrison provides all regular solid waste service, including residential and commercial waste, recycling, and green waste services in the City of Carpinteria under a franchise agreement. They were first granted a franchise for

waste hauling service by the City of Carpinteria in 1993. Harrison also provides City residents free Bulky Items pick-up, Holiday Tree Collection, Household Battery Drop-off, free (Medical) Sharps Container Mail Back Program, free recycling cart upgrades/second carts, and free additional green waste carts.

Every April, Harrison assists the City with the annual Household Goods and Hazardous Waste Day, providing staff and containers to assist with the Household Goods disposal portion of the event, which accepts trash, construction and demolition debris, white goods such as refrigerators and stoves, electronic waste, and other items that are not considered hazardous materials. Harrison staff works with City staff and volunteers from organizations like the Rotary Club and Carpinteria Beautiful to sort waste onsite.

Harrison also runs a Commercial Food Waste Pilot Program in Carpinteria. Carpinteria organizations/businesses currently participating in the program include: Jack's Famous Bagels, Sly's Restaurant, LinkedIn/Lynda.com, The Worker Bee Cafe, Crushcakes & Cafe, Albertsons, CVS, the Palms restaurant, Giovanni's Pizza, Rincon Brewery, Aliso and Canalino elementary schools. The program helps divert food waste from landfills and is turned back into soil and soil amendment. Not only does E.J. Harrison & Sons provide valuable services to Carpinteria residents and businesses, they have also sponsored and/or donated (both in-kind and monetary) to a variety of community events and organizations including:

- Carpinteria Valley Chamber of Commerce
- Rotary Club of Carpinteria Talent Showcase
- Morning Rotary's Tomol Park
- Avocado Festival (also work to make this a Zero Waste Event)
- City of Carpinteria Triathlon
- Rods & Roses Car Show
- Carpinteria Educational Foundation – Carp-A-Cabana
- Carpinteria Boys & Girls Club
- Girls Incorporated
- 50th Anniversary of Carpinteria Banner sponsor
- Orchard to Ocean Run
- Surf and Suds Beer Festival
- Carpinteria Relay for Life
- Carpinteria Artist Tour

The City congratulates E.J. Harrison & Sons as the City's fall 2015 Outstanding Community Partner award recipient. Their contributions to the Carpinteria community are much appreciated.

PRINCIPAL PARTIES EXPECTED AT MEETING

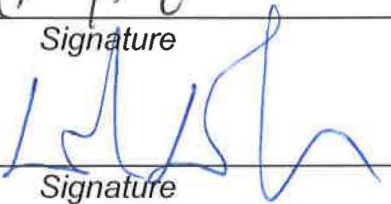
E.J. Harrison & Sons representatives

Staff Contact: Kevin Silk, Assist. to the City Manager
(805) 684-5405 x450 kevins@ci.carpinteria.ca.us)



Signature

Reviewed by: Dave Durflinger, City Manager



Signature



City of Carpinteria

COUNCIL AGENDA STAFF REPORT November 23, 2015

ITEM FOR COUNCIL CONSIDERATION

Expenditures for the period beginning November 5, 2015 and ending November 17, 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.

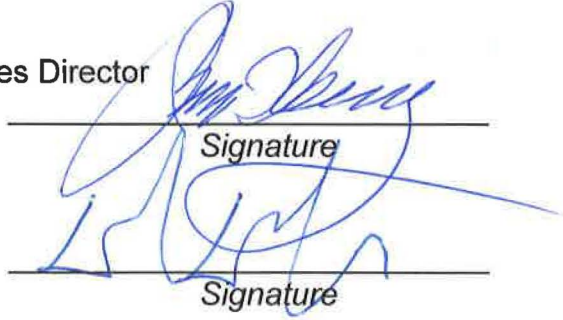
ATTACHMENTS

Attachment A: Warrant Register for the period beginning November 5, 2015 and ending November 17, 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

12:34 PM

11/16/15

CITY OF CARPINTERIA
Warrant Register
 November 5 - 17, 2015

Date	Num	Name	Source Name	Memo	Account	Paid Amount
11/05/15	86893	LEAGUE OF CA CITIES, CHANNEL DIVISION	LEAGUE OF CA CI...	MEETING RESERVATION - NOMURA	1000101 · Operating Cash 10	
11/05/15	NOMURA R...		LEAGUE OF CA CI...	10-24-14 MEETING ATTENDANCE - NOMURA	1051306 · Meetings & Travel 51	(35.00)
TOTAL						(35.00)
11/05/15	86894	SNYDER, JAY	SNYDER, JAY	PAYROLL 10-15-15	1000101 · Operating Cash 10	
11/05/15	PAYROLL 1...		SNYDER, JAY	PAYROLL 10-15-15 ERROR	1000101 · Operating Cash 10	(100.49)
TOTAL						(100.49)
11/05/15	86895	TITAN WATER POLO CLUB, INC.	TITAN WATER POL...	WATER POLO LEAGUE FEES 2015	1000101 · Operating Cash 10	
11/05/15	2015 LEAG...		TITAN WATER POL...	WATER POLO LEAGUE FEES 2015	4868308 · Supplies & Materials 68	(1,450.00)
TOTAL						(1,450.00)
11/12/15	86896	76 FLEET SERVICES	76 FLEET SERVICES	INVOICE 42822649	1000101 · Operating Cash 10	
10/31/15	42822649		76 FLEET SERVICES	VEHICLE FUEL	1013307 · Vehicle Oper & Mainten...	(55.73)
			76 FLEET SERVICES	VEHICLE FUEL	3332307 · Vehicle Oper & Mainten...	(180.32)
			76 FLEET SERVICES	VEHICLE FUEL	4868308 · Supplies & Materials 68	(52.45)
TOTAL						(288.50)
11/12/15	86897	AERIOCONNECT	AERIOCONNECT	787575	1000101 · Operating Cash 10	
11/02/15	787575		AERIOCONNECT	DSL MONTHLY SERVICE CHARGE - DECEMB...	1018222 · Equipment Maintenance	(66.06)
TOTAL						(66.06)
11/12/15	86898	CARPINTERIA BOYS & GIRLS CLUB	CARPINTERIA BOY...	2015 GRANT PAYMENT	1000101 · Operating Cash 10	
10/05/15	2015 GRAN...		CARPINTERIA BOY...	2015 COMMUNITY SERVICE GRANT	1046212 · Boys & Girls Club Fundi...	(17,000.00)
TOTAL						(17,000.00)
11/12/15	86899	CARPINTERIA VALLEY WATER DISTRICT	CARPINTERIA VAL...	OCTOBER 2015 BILLING	1000101 · Operating Cash 10	
10/28/15	OCT 2015 B...		CARPINTERIA VAL...	CIVIC CENTER	1013312 · Utility - Water 13	(362.68)
			CARPINTERIA VAL...	PARKING	3332312 · Utility - Water 32	(1,322.74)
			CARPINTERIA VAL...	PARKS	2361312 · Utility - Water 23	(6,471.76)
			CARPINTERIA VAL...	POOL	4866312 · Utility - Water 66	(833.20)
			CARPINTERIA VAL...	VETS HALL	4865309 · Misc Operating Expens...	(226.25)
			CARPINTERIA VAL...	PROJ 4865	1000251 · Development Deposits	(459.35)
TOTAL						(9,675.98)
11/12/15	86900	CARPINTERIA VETERINARY HOSPITAL INC	CARPINTERIA VET...		1000101 · Operating Cash 10	
10/16/15	244886		CARPINTERIA VET...	DOG LICENSE	1047213 · Animal Sheltering	(40.00)
10/22/15	245275		CARPINTERIA VET...	DOG LICENSE	1047213 · Animal Sheltering	(15.00)
TOTAL						(55.00)

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11/16/15

CITY OF CARPINTERIA
Warrant Register
November 5 - 17, 2015

Date	Num	Name	Source Name	Memo	Account	Paid Amount
11/12/15	86901	CENTRAL COAST IMAGING SOLUTIONS	CENTRAL COAST I...	AR31459	1000101 · Operating Cash 10	
10/27/15	AR31459		CENTRAL COAST I...	COMPUTER MAINTENANCE	1018222 · Equipment Maintenance	(198.83)
TOTAL						(198.83)
11/12/15	86902	COAST AUTO PARTS, INC.	COAST AUTO PAR...	OCTOBER 2015 BILLING	1000101 · Operating Cash 10	
10/31/15	OCT 2015 B...		COAST AUTO PAR...	POOL LIGHTING	4866308 · Supplies & Materials 66	(10.02)
			COAST AUTO PAR...	VEHICLE MAINTENANCE	2531307 · Vehicle Oper & Mainten...	(14.96)
			COAST AUTO PAR...	VEHICLE MAINTENANCE	3332308 · Supplies & Materials 32	(57.80)
TOTAL						(82.78)
11/12/15	86903	COASTAL VIEW NEWS	COASTAL VIEW N...		1000101 · Operating Cash 10	
09/01/15	46335		COASTAL VIEW NE...	LEGAL NOTICES	1011303 · Printing & Advertising 11	(132.00)
09/01/15	46350		COASTAL VIEW NE...	LEGAL NOTICES	1011303 · Printing & Advertising 11	(92.40)
09/11/15	46405		COASTAL VIEW NE...	LEGAL NOTICES	1011303 · Printing & Advertising 11	(87.50)
10/01/15	46558		COASTAL VIEW NE...	LEGAL NOTICES	1011303 · Printing & Advertising 11	(247.50)
10/01/15	46554		COASTAL VIEW NE...	LEGAL NOTICES	1011303 · Printing & Advertising 11	(264.00)
10/15/15	46645		COASTAL VIEW NE...	LEGAL NOTICES	1011303 · Printing & Advertising 11	(95.90)
10/15/15	46305		COASTAL VIEW NE...	LEGAL NOTICES	1011303 · Printing & Advertising 11	(112.54)
10/23/15	46670		COASTAL VIEW NE...	LEGAL NOTICES	1011303 · Printing & Advertising 11	(222.00)
10/23/15	46679		COASTAL VIEW NE...	LEGAL NOTICES	1011303 · Printing & Advertising 11	(96.60)
11/05/15	46807		COASTAL VIEW NE...	LEGAL NOTICES	1011303 · Printing & Advertising 11	(465.50)
11/05/15	46806		COASTAL VIEW NE...	LEGAL NOTICES	1011303 · Printing & Advertising 11	(94.50)
TOTAL						(1,910.44)
11/12/15	86904	COUNCIL ON ALCOHOLISM & DRUG ABU...	COUNCIL ON ALC...	093015CALGRIP2-2	1000101 · Operating Cash 10	
09/04/15	073115CAL...	COUNCIL ON ALCOHOLISM & DRUG ABUSE	COUNCIL ON ALC...	073115CALGRIP2-2	1000211 · Accounts Payable	0.00
10/26/15	093015CAL...		COUNCIL ON ALC...	CALGRIP GRANT	2000261 · Deferred Revenue 20	(14,445.95)
TOTAL						(14,445.95)
11/12/15	86905	COX COMMUNICATIONS	COX COMMUNICA...	001-3011-022093901	1000101 · Operating Cash 10	
11/01/15	0013011022...		COX COMMUNICA...	INTERNET SERVICES	1018222 · Equipment Maintenance	(132.00)
TOTAL						(132.00)
11/12/15	86906	DEL OZONE	DEL OZONE	INVOICE 202243	1000101 · Operating Cash 10	
10/16/15	202243		DEL OZONE	POOL	4866308 · Supplies & Materials 66	(21.60)
TOTAL						(21.60)
11/12/15	86907	DUDEK	DUDEK	INVOICE #20155385	1000101 · Operating Cash 10	
11/06/15	20155385		DUDEK	PROJ 1522	1000251 · Development Deposits	(2,507.48)
TOTAL						(2,507.48)

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11/16/15

CITY OF CARPINTERIA
Warrant Register
November 5 - 17, 2015

Date	Num	Name	Source Name	Memo	Account	Paid Amount
11/12/15	86908	FIRST BANKCARD	FIRST BANKCARD		1000101 · Operating Cash 10	
10/28/15	1644		FIRST BANKCARD	MEETINGS & TRAVEL	1051306 · Meetings & Travel 51	(20.00)
			FIRST BANKCARD	COUNCIL REFRESHMENTS	1051310 · Public Relations 51	(14.95)
			FIRST BANKCARD	COUNCIL REFRESHMENTS	1051310 · Public Relations 51	(85.00)
10/28/15	0570		FIRST BANKCARD	TRIATHLON LUNCH	3332308 · Supplies & Materials 32	(46.48)
10/28/15	9259		FIRST BANKCARD	PW WATER	3332308 · Supplies & Materials 32	(22.32)
			FIRST BANKCARD	TREE TOUR	3332308 · Supplies & Materials 32	(104.74)
10/28/15	9739		FIRST BANKCARD	MEETINGS & TRAVEL - HERNANDEZ	1022306 · Meetings & Travel 22	(198.90)
			FIRST BANKCARD	CDD SUPPLIES	1041308 · Supplies & Materials 41	(600.00)
10/28/15	5544		FIRST BANKCARD	MEMBERSHIP DUES	1012305 · Dues & Subscriptions 12	(60.00)
TOTAL						(1,152.39)
11/12/15	86909	IMPULSE INTERNET SERVICES	IMPULSE INTERNE...	INVOICE #810208	1000101 · Operating Cash 10	
10/12/15	810208		IMPULSE INTERNE...	EMAIL FILTERING	1018222 · Equipment Maintenance	(4,242.53)
TOTAL						(4,242.53)
11/12/15	86910	JESSICO, INC	JESSICO, INC	INVOICE #24030	1000101 · Operating Cash 10	
10/16/15	24030		JESSICO, INC	BEVERAGE CONTAINER GRANT	2000261 · Deferred Revenue 20	(9,203.55)
TOTAL						(9,203.55)
11/12/15	86911	LYNN SCOTT FOLEY	LYNN SCOTT FOLEY	PROJ 1772 REFUND	1000101 · Operating Cash 10	
10/27/15	PROJ 1772 ...		LYNN SCOTT FOLEY	PROJ 1772 REFUND	1000251 · Development Deposits	(357.09)
TOTAL						(357.09)
11/12/15	86912	PEOPLE'S SELF HELP HOUSING	PEOPLE'S SELF H...	PROJ 11124 REFUND	1000101 · Operating Cash 10	
11/10/15	PROJ 1112...		PEOPLE'S SELF H...	PROJ 11124 REFUND	1000251 · Development Deposits	(36,654.15)
TOTAL						(36,654.15)
11/12/15	86913	SANTA BARBARA NEWS PRESS	SANTA BARBARA ...	SUBSCRIPTION RENEWAL	1000101 · Operating Cash 10	
10/24/15	RENEWAL		SANTA BARBARA ...	SUBSCRIPTION RENEWAL	1013308 · Supplies & Materials 13	(182.35)
TOTAL						(182.35)
11/12/15	86914	SO CA EDISON	SO CA EDISON		1000101 · Operating Cash 10	
10/31/15	2-26-504-72...		SO CA EDISON	STREET LIGHTING	2923220 · Street Lighting	(28.23)
10/31/15	2-01-201-64...		SO CA EDISON	STREET LIGHTING	2923220 · Street Lighting	(7,688.88)
TOTAL						(7,717.11)
11/12/15	86915	SO CA GAS COMPANY	SO CA GAS COMP...		1000101 · Operating Cash 10	
10/02/15	016-913-95...		SO CA GAS COMP...	CIVIC CENTER	1013314 · Utility - Natural Gas	(64.02)
11/01/15	00651427007		SO CA GAS COMP...	POOL	4866314 · Utility - Natural Gas 66	(1,084.39)
11/03/15	14091430844		SO CA GAS COMP...	PROJ 4865	1000251 · Development Deposits	(40.35)

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11/16/15

CITY OF CARPINTERIA
Warrant Register
November 5 - 17, 2015

Date	Num	Name	Source Name	Memo	Account	Paid Amount
			SO CA GAS COMP...	VETS HALL	4865309 · Misc Operating Expens...	(19.87)
TOTAL						(1,208.63)
11/12/15	86916	SOLID WASTE SOLUTIONS INC	SOLID WASTE SO...	INVOICE #120	1000101 · Operating Cash 10	
11/01/15	120		SOLID WASTE SOL...	AB949 COORDINATION	3937221 · Solid Waste	(381.50)
TOTAL						(381.50)
11/12/15	86917	SOUTHERN CALIFORNIA SWIMMING	SOUTHERN CALIF...	2015 C A PVST NOVEMBER BRW	1000101 · Operating Cash 10	
10/28/15	2015 CA PV...		SOUTHERN CALIF...	2015 CA PVST NOVEMBER BRW	4868308 · Supplies & Materials 68	(408.00)
TOTAL						(408.00)
11/12/15	86918	STAPLES ADVANTAGE	STAPLES ADVANT...		1000101 · Operating Cash 10	
10/16/15	3281118803		STAPLES ADVANT...	OFFICE SUPPLIES	1013308 · Supplies & Materials 13	(147.25)
10/17/15	3281272006		STAPLES ADVANT...	OFFICE SUPPLIES	1013308 · Supplies & Materials 13	(11.55)
TOTAL						(158.80)
11/12/15	86919	TRI-CO BLUE PRINT & SUPPLY	TRI-CO BLUE PRIN...	32689	1000101 · Operating Cash 10	
10/16/15	32689		TRI-CO BLUE PRIN...	SCANNING SERVICES	1010181 · CITY CLERK CHARGES	(37.26)
TOTAL						(37.26)
11/12/15	86920	VERIZON CALIFORNIA	VERIZON CALIFOR...	011711128612505709	1000101 · Operating Cash 10	
10/25/15	0117111286...		VERIZON CALIFOR...	ASH AVE	1013301 · Telephone 13	(48.29)
TOTAL						(48.29)
11/12/15	86921	A-OK POWER EQUIPMENT	A-OK POWER EQU...	INVOICE #129546	1000101 · Operating Cash 10	
10/20/15	129546		A-OK POWER EQU...	PW SUPPLIES	2531308 · Supplies & Materials 31	(3,618.00)
TOTAL						(3,618.00)
11/12/15	86922	BIG GREEN CLEANING COMPANY	BIG GREEN CLEA...	467080	1000101 · Operating Cash 10	
10/21/15	467080		BIG GREEN CLEAN...	PARK RESTROOMS	2361221 · Miscellaneous Contracts	(128.00)
TOTAL						(128.00)
11/12/15	86923	CARPINTERIA VALLEY LUMBER CO	CARPINTERIA VAL...	ACCOUNT 164	1000101 · Operating Cash 10	
10/31/15	OCT 2015 B...		CARPINTERIA VAL...	ROW	3332308 · Supplies & Materials 32	(29.13)
			CARPINTERIA VAL...	PARKS	2361221 · Miscellaneous Contracts	(18.77)
			CARPINTERIA VAL...	PROJ 4865	1000251 · Development Deposits	(62.94)
			CARPINTERIA VAL...	VETS HALL	4865309 · Misc Operating Expens...	(31.00)
			CARPINTERIA VAL...	VETS HALL	4865309 · Misc Operating Expens...	(47.69)
			CARPINTERIA VAL...	PW SHOP	3332308 · Supplies & Materials 32	(85.09)
			CARPINTERIA VAL...	PROJ 4865	1000251 · Development Deposits	(52.88)

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CITY OF CARPINTERIA
Warrant Register
November 5 - 17, 2015

Date	Num	Name	Source Name	Memo	Account	Paid Amount
			CARPINTERIA VAL...	PW SHOP	1013224 · Interior Maintenance	(7.77)
			CARPINTERIA VAL...	PROJ 4865	1000251 · Development Deposits	(62.94)
			CARPINTERIA VAL...	VETSHALL	4865309 · Misc Operating Expens...	(31.00)
			CARPINTERIA VAL...	PARKS	2361221 · Miscellaneous Contracts	(38.52)
			CARPINTERIA VAL...	PW SHOP	3332308 · Supplies & Materials 32	(49.05)
			CARPINTERIA VAL...	9TH STREET BRIDGE	2531308 · Supplies & Materials 31	(107.60)
			CARPINTERIA VAL...	PARKS	2361221 · Miscellaneous Contracts	(9.85)
			CARPINTERIA VAL...	VETS HALL	4866308 · Supplies & Materials 66	(15.87)
			CARPINTERIA VAL...	PROJ 4865	1000251 · Development Deposits	(23.28)
			CARPINTERIA VAL...	STREETS	2531308 · Supplies & Materials 31	(14.03)
			CARPINTERIA VAL...	TRIATHLON	2923225 · Public Right of Way Lig...	(55.60)
			CARPINTERIA VAL...	STREET LIGHTING	2923225 · Public Right of Way Lig...	(21.59)
			CARPINTERIA VAL...	9TH STREET BRIDGE	2531308 · Supplies & Materials 31	(15.09)
			CARPINTERIA VAL...	PROJ 4865	1000251 · Development Deposits	(31.88)
			CARPINTERIA VAL...	VETS HALL	4865309 · Misc Operating Expens...	(15.70)
			CARPINTERIA VAL...	ROW	3332308 · Supplies & Materials 32	(64.32)
			CARPINTERIA VAL...	PW SHOP	3332308 · Supplies & Materials 32	(19.41)
			CARPINTERIA VAL...	9TH STREET BRIDGE	2531308 · Supplies & Materials 31	(37.11)
			CARPINTERIA VAL...	PROJ 4865	1000251 · Development Deposits	(11.98)
			CARPINTERIA VAL...	PW SHOP	3332308 · Supplies & Materials 32	(6.46)
TOTAL						(966.55)
11/12/15	86926	DEL OZONE	DEL OZONE	INVOICE 202313	1000101 · Operating Cash 10	
10/21/15	202313		DEL OZONE	POOL	4866338 · Chemicals	(300.00)
TOTAL						(300.00)
11/12/15	86927	NORMAN'S NURSERY	NORMAN'S NURSE...	INVOICE #551073	1000101 · Operating Cash 10	
10/22/15	551073		NORMAN'S NURSE...	TOMOL PARK	2361221 · Miscellaneous Contracts	(206.39)
TOTAL						(206.39)
11/12/15	86928	PRAXAIR	PRAXAIR	INVOICE #54035368	1000101 · Operating Cash 10	
10/20/15	54035368		PRAXAIR	PW SUPPL,IES	2531308 · Supplies & Materials 31	(28.18)
TOTAL						(28.18)
11/12/15	86928	VAN ATTA ASSOCIATES INC	VAN ATTA ASSOCI...	VOID:	1000101 · Operating Cash 10	
TOTAL						0.00
11/12/15	86929	STAPLES ADVANTAGE	STAPLES ADVANT...	3281583262	1000101 · Operating Cash 10	
10/22/15	3281583262		STAPLES ADVANT...	OFFICE SUPPLIES	1013308 · Supplies & Materials 13	(271.87)
TOTAL						(271.87)
11/12/15	86929	WEST GROUP	WEST GROUP	VOID: 565-139-500	1000101 · Operating Cash 10	
TOTAL						0.00

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CITY OF CARPINTERIA
Warrant Register
November 5 - 17, 2015

Date	Num	Name	Source Name	Memo	Account	Paid Amount
11/12/15	86930	VAN ATTA ASSOCIATES INC	VAN ATTA ASSOCI...		1000101 · Operating Cash 10	
10/22/15	5392		VAN ATTA ASSOCI...	RINCON TRAIL MEASURE A GRANT	2000261 · Deferred Revenue 20	(1,723.75)
10/22/15	5310		VAN ATTA ASSOCI...	COMMUNITY GARDEN GRANT	2000261 · Deferred Revenue 20	(1,095.00)
TOTAL						(2,818.75)
11/12/15	86931	WEST GROUP	WEST GROUP	565-139-500	1000101 · Operating Cash 10	
10/31/15	832830642		WEST GROUP	SUBSCRIPTION PRODUCT CHARGES	1051305 · Dues & Subscriptions 51	(132.68)
TOTAL						(132.68)
11/12/15	86932	CALIFORNIA STATE DISBURSEMENT UNIT	CALIFORNIA STAT...	CASE NUMBER 0850182383-01	1000101 · Operating Cash 10	
11/12/15	PAYROLL 1...		CALIFORNIA STAT...	PAYROLL WITHHOLDING 11-12-15	1000105 · ICMA Cash	(330.46)
TOTAL						(330.46)
11/12/15	86933	EDD-SDI	EDD-SDI	776-5147-9	1000101 · Operating Cash 10	
11/12/15	PAYROLL 1...		EDD-SDI	PAYROLL 11-12-15	1000223 · SDI Withheld	(704.58)
TOTAL						(704.58)
11/12/15	86934	EDD-SIT	EDD-SIT	932-0283-6	1000101 · Operating Cash 10	
11/12/15	PAYROLL 1...		EDD-SIT	PAYROLL 11-12-15	1000221 · SIT Withheld	(3,903.41)
TOTAL						(3,903.41)
11/12/15	86935	SEUI LOCAL 620	SEUI LOCAL 620	PAYROLL 11-12-165	1000101 · Operating Cash 10	
11/12/15	PAYROLL 1...		SEUI LOCAL 620	PAYROLL 10-12-15	1000229 · SEIU Local 620	(181.93)
TOTAL						(181.93)
11/12/15	86936	T. ROWE PRICE	T. ROWE PRICE	PAYROLL CONTRIBUTION - ANTHONY VEGA	1000101 · Operating Cash 10	
11/12/15	PAYROLL 1...		T. ROWE PRICE	PAYROLL 11-12-15 - ANTHONY VEGA	1000105 · ICMA Cash	(50.00)
TOTAL						(50.00)
11/12/15	86937	UNITED WAY OF SANTA BARBARA COUN...	UNITED WAY OF S...	PAYROLL 11-12-15	1000101 · Operating Cash 10	
11/12/15	PAYROLL 1...		UNITED WAY OF S...	PAYROLL 11-12-15	1000224 · United Way Payable	(24.00)
TOTAL						(24.00)
11/12/15	86938	VANTAGEPOINT TRANSFER AGENTS - 457	VANTAGEPOINT T...	PAYROLL 11-12-15	1000101 · Operating Cash 10	
11/12/15	PAYROLL 1...		VANTAGEPOINT T...	PAYROLL 11-12-15	1000105 · ICMA Cash	(1,100.00)
TOTAL						(1,100.00)

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CITY OF CARPINTERIA

Warrant Register

November 5 - 17, 2015

Date	Num	Name	Source Name	Memo	Account	Paid Amount
11/13/15	86939	CLOUD, TAMARA	CLOUD, TAMARA	Per Diem Worker Safety Training	1000101 · Operating Cash 10	
11/13/15	PER DIEM		CLOUD, TAMARA	Water Safety Instructor Academy	4866306 · Meetings & Travel 66	(268.50)
TOTAL						(268.50)
11/16/15	86940	T. ROWE PRICE	T. ROWE PRICE	PAYROLL CONTRIBUTION - ANTHONY VEGA	1000101 · Operating Cash 10	
11/16/15	PAYROLL 1...		T. ROWE PRICE	PAYROLL 10-29-15 - ANTHONY VEGA	1000105 · ICMA Cash	(50.00)
TOTAL						(50.00)

**City of Carpinteria
City Council Minutes
Regular Meeting
Council Chambers
Monday, October 26, 2015**

CALL TO ORDER

Mayor Carty called the meeting to order at 5:30 p.m.

ROLL CALL

Councilmembers present:

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

Staff members present:

Dave Durlinger, City Manager
Peter Brown, on behalf of Brownstein Hyatt Farber Schreck, LLP, acting as City
Attorney of the City of Carpinteria
Fidela Garcia, City Clerk
Matt Roberts, Parks and Recreation Director
Brian C. Barrett, Management Analyst
Charlie Ebeling, Public Works Director
Matt Meachler, Civil Engineer
Nick Bobroff, Associate Planner
Shanna Farley-Judkins, Assistant Planner
Erin Maker, Environmental Coordinator

PLEDGE OF ALLEGIANCE

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

INTRODUCTIONS, PROCLAMATIONS AND PRESENTATIONS

PUBLIC INFORMATION REPORTS AND ANNOUNCEMENTS

CITY MANAGER'S REPORT

- Bicycle Tourism meeting on October 28 at 9:00 a.m. at the Rincon Beach Club to promote bicycle tourism in the region.
- Staff will meet with representatives from the Red Cross on October 27 to discuss preparations for a wet El Nino Winter and plan for sheltering services.
- Finance Committee will meet on October 29 to review the first quarter financial results for the beginning of the fiscal year. A presentation will be given to the City Council in November.
- Downtown Advisory Board and the Downtown Merchants will host the Annual Halloween Trick or Treat Event in the downtown on October 30 from 3:30 p.m. to 5:00 p.m.
- Planning Commission meeting on November 2.

AGENDA MODIFICATIONS: NONE.

PRESENTATIONS BY CITIZENS/PUBLIC COMMENT

Joyce Donaldson, representing the Carpinteria Valley Chamber of Commerce, thanked everyone who participated in the inaugural Good Morning Carpinteria Legislative Breakfast on October 23, with special thanks to Mayor Carty who presented an overview of current 50th Anniversary events. She noted that future breakfasts will be held quarterly, and she expressed her hope that City representatives would continue to attend. She shared a copy of the guide called *The Membership Connection to State and Local Policy Makers*, and stated that their goal is to provide connections to grassroots policy makers from the local level up to the White House. She also noted the Chamber of Commerce would hold a mixer on October 28 at Island Brewing who would be hosting the October Mixer featuring an Octoberfest.

Bob Franco expressed concern with air pollution in the valley. He stated that according to Greg Hart from Santa Barbara County Association of Governments, 100,000 vehicles pass through the City due to freeway congestion. He expressed concern with pollution coming from shipping traffic in the channel and the coming years of construction on the freeway overpasses and bridges. He read from an article in the Santa Barbara News Press regarding negative impacts from gridlock on Highway 101 and air quality. He noted there was a sole monitoring station in the Gobernador Canyon area that is monitoring air quality, and he stated he believed this station was too far away to measure air pollution along the Highway 101 traffic corridor. He commented that new EPA guidelines call for monitoring stations to be within feet of the pollution source. He suggested the City Council install these stations for the duration of the project. He noted that Carpinteria does not list PM pollution in the Santa Barbara News Press; however, Leah Boyd from the Coastal View indicated they would be willing to publish air pollution ozone and PM indexes if they are accurate and available.

Susan Allen stated that the City Council previously expressed an interest in placing a pocket park at the end of Concha Loma. She suggested starting this concept with a name for the park, and noted that one young resident suggested Concha Park because

it is at the end of Concha Loma and it is shaped like a circle. She asked the City Council to take this into consideration, and she expressed her hope that a local service organization would take this up as a project.

CONSENT CALENDAR

Motion by Councilmember Stein, seconded by Vice Mayor Shaw, to approve the Consent Calendar with the resolutions as read by title only and include the second reading of Ordinance No.703.

Upon voice vote, motion carried unanimously with Councilmember Nomura abstaining from Item 5.

1. Expenditures for the period beginning October 7, 2015 and ending October 21, 2015.
2. Minutes of the regular meeting held September 28, 2015 and October 12, 2015.
3. Quarterly Review of Investment Results and Certifications Concerning Compliance with Investment Policy and Cash Flow Needs for the Next Six Months.
4. Adopt Resolution No. 5630, Receiving and Filing the Annual Statement of Investment Policy.
5. Linden Avenue and Casitas Pass Road Interchanges and Via Real Extension, South Coast HOV Lanes and Coast Route Bike Path Local Coastal Program Amendments – Project 09-1522-LCPA/ORD.

Second reading of Ordinance No. 703 amending Title 14 of the Carpinteria Municipal Code to add chapter 14.41 (Whitney Site Agricultural Overlay District), add chapter 14.45 (Transportation Corridor Wetland Overlay District), amend Chapter 14.42 (Development standards [wetland]) and remove the agricultural zoning designation (A-5) from the southern portion of the Whitney Site (APN 001-070-012).

6. Release of Cash Bond in the amount of \$176,000 for the Chevron Soil Remediation Project.

OTHER BUSINESS:

7. Status Report on the Installation of a Skate Park

Recommendation: Consider the recommendation of the Public Facility Site Acquisition/Development Committee to initiate memorandum of understanding

negotiations and pursue creation of a skate park design for the eastern most portion of the City Hall campus.

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

Jason Lesh stated that the Skate Park Foundation has been working on this project since 2009. He also stated he was grateful to bring a skate park to the community and noted that skateboarding is very popular among the youth in the community. He thanked the City Council for their consideration of this project.

Doug Gavat noted he has been involved with the public movement for a skate park. He encouraged the City Council to vote in support and move forward with the idea that the hockey rink is an appropriate location. He encouraged parents, skaters, and City Council to work together to move this project forward.

John Moyer commended staff and the Skate Park Foundation on all of their time and effort in this endeavor. He noted that he began skateboarding when he was 10 or 11 years old, and he would like to see a place where children can skate. He expressed his support in this endeavor.

Susan Allen asked that the City Council consider the proximity of the roller hockey to the odorant facility. She indicated she supports a skateboard park in the community; however, she was aware of what chemical exposure can do to children.

Mr. Roberts responded that the City Council could prioritize the eastern site of the city and direct staff to begin negotiations with the Skate Park Foundation for the Memorandum of Understanding. He noted that the project would need to follow a development path like any other project meaning that the design would need to be developed to a level for review by the Community Development Department to analyze compatibility with adjacent uses. He noted that the project would need to go before the Architectural Review Board for design review and to the Planning Commission for a Coastal Development Permit. He stated that the proximity to the odorant facility was something that would need to be considered carefully.

Motion by Councilmember Stein, seconded by Councilmember Clark, to direct staff to work with the Skate Park Foundation to negotiate terms of a Memorandum of Understanding for City Council approval and proceed with a concept design for a skate park at the eastern most area of the City Hall site.

Upon voice vote, motion carried unanimously.

8. Preparation for the 2015/2016 Storm Season

Recommendation: Receive and file report and provide direction as appropriate.

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

Councilmember Stein inquired regarding the ability to ask the Coastal Commission for an exception to add more to the berm for the upcoming winter. Matt Roberts, Parks and Recreation Director, responded that staff has completed the berm permitting process, and noted that the City has not had a severe winter throughout the duration of the current drought which has led the beach to be in a healthy condition.

Councilmember Clark inquired regarding the action to empty continuous deflative separation CDS units. Charlie Ebeling, Public Works Director, responded that the City has beyond the normal drainage inlets in the roadway drainage system that is designed to take stormwater runoff and separate trash, debris, silt, sand out of the stormwater and then pass the stormwater on either the Salt Marsh or 6th Street over to Carpinteria Creek. He also noted the City has free emergency preparedness kits available, and the Public Works Department is taking the lead in setting up several meetings with adjacent public agencies to discuss preparations for the winter.

Vice Mayor Shaw noted that during the last flooding Franklin Creek filled up to the top; however, since then, the creek has been channelized in the Salt Marsh. He inquired whether the creek would be able to rise up and not cover the Salt Marsh. Mr. Ebeling responded that County Flood Control raised one of the walls in the flood control channels two to three years ago, which would allow for more capacity. He noted that in looking at the 100-year flood modeling for the area both the Santa Monica Creek and the Franklin Creek Channel have the capacity to pass 100-year floods.

Councilmember Carty inquired which months would have the highest tides in the coming winter. Mr. Roberts responded that normally the highest tides are on December 25 and January 25. Councilmember Carty inquired whether there were any plans to place heavy equipment on the natural creeks. Mr. Ebeling responded that County Flood Control might need to use heavy equipment during a flood. He noted that the Public Works Department would keep one piece of heavy equipment at City Hall in December to clear the roadway and they might rent an excavator when needed.

There was no Public Comment.

Motion by Councilmember Clark, seconded by Councilmember Stein, to receive and file the report.

Upon voice vote, motion carried unanimously.

9. Authorization and Award to Granite Construction for Construction of City Maintenance Project Number 15078-2015 Street Rehabilitation Project.

Recommendation: 1) Find Granite construction's bid responsive and authorize the Mayor to sign the contract with Granite, the lowest responsible bidder, subject to

meeting all mandatory contract document requirements for the construction of City Maintenance project 15078, 2015 Street Rehabilitation Project; and 2) Approve a Construction Budget of \$555,520.21.

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

Charlie Ebeling, Public Works Director, noted that a request was received from a citizen requesting that the City include paving a portion of the 1300 block of Linden Avenue in this project. He noted that the alternative had already been selected and the project was sent to bid with recommendation for award.

There was no Public Comment.

Motion by Vice Mayor Shaw, seconded by Councilmember Clark, to 1) find Granite construction's bid responsive and authorize the Mayor to sign the contract with Granite, the lowest responsible bidder, subject to meeting all mandatory contract document requirements for the construction of City Maintenance project 15078, 2015 Street Rehabilitation Project; and 2) approve a Construction Budget of \$555,520.21.

Upon voice vote, motion carried unanimously.

10. Adoption of Interim Urgency Ordinance No. 705, Establishing a Temporary Moratorium on Short Term Rental Use in the City of Carpinteria

Recommendation: Adopt Ordinance No 705, as read by title only, establishing a temporary moratorium on Short Term Rental use in the City of Carpinteria.

Dave Durflinger, City Manager, presented the staff report.

Shanna Farley-Judkins, Assistant Planner, provided a PowerPoint presentation regarding short-term vacation rental regulations.

Mr. Durflinger provided a presentation regarding the April 2015 South Coast Housing and Its Impacts, Report on Employer & Employee Surveys Sponsored by the Coastal Housing Coalition.

Peter Brown, on behalf of Brownstein Hyatt Farber Schreck, LLP, acting as City Attorney, spoke regarding the role of the City's police power and the City's ability to enact these ordinances and the mechanics on how ordinances are adopted and extended. He stated that the City Council has the authority to adopt these types of ordinances and temporary moratoriums. He spoke regarding the procedure for adopting ordinances, which includes presentation to the Planning Commission and then presenting to the City Council for two readings. He noted that ordinances become effective after 30 days. He stated that the Government Code allows for an exception for adoption of urgency ordinances to protect the health, safety, and welfare. He also stated

the City Council may adopt an urgency ordinance without public notice on one reading. He explained that the urgency ordinance must contain findings, must contain an urgency clause for moving in an expedited fashion, must recite facts that are sufficient to justify adopting an urgency ordinance, and it must be approved by at least a four-fifths vote of the City Council. He noted that the Government Code provides that an urgency ordinance is effective for only 45 days then the City Council has the option to extend the urgency ordinance an additional ten months and 15 days. He stated that at the expiration of that time period, if more time is needed, the City Council could extend the urgency ordinance for an additional year; however, an urgency ordinance cannot be maintained for more than two years and the City Council also has the ability at the time to adopt a permanent ordinance and take steps to terminate the moratorium. He indicated that in his opinion the City Council may take action to maintain the status quo while City staff prepares more permanent regulations to bring to the City Council for action.

Councilmember Clark inquired if someone were to have a short-term rental unit that is not permitted and it is in an area that a subsequent ordinance will restrict, whether the unit would be considered an illegal unit. Mr. Durflinger responded this would be correct. He noted that the moratorium process would not affect such a unit and it would remain an illegal unit, and City staff would conduct code enforcement to gain compliance to have the property owner cease operating a short-term rental.

Vice Mayor Shaw inquired whether the five units that had applied for permits since August would be issued permits until the moratorium is placed and the City has crafted an ordinance. Ms. Farley-Judkins responded that property owners who applied after August 10 were issued certificates and they are able to operate short-term rentals.

Larry Nimmer stated he has a family member who lives north of the freeway that lives in a house with multiple bedrooms and is considering renting out some of the bedrooms for short terms. He also stated he believed this would be reasonable and would not place undue pressure on the neighborhood. He also noted he has a family property in the County area and different family members use a beach house different times of the year. He stated that at times he rents out his time of the year to supplement his income and for this reason he was in favor of vacation rentals.

Mr. Durflinger noted that the City would need to define what is meant by short-term rental. He stated the City Council previously directed staff to look at separating the different types of short-term rentals versus home share or home stay where the owner remains onsite and rents out a portion of their home. He also stated staff would bring back this option for the City Council's consideration.

Jim Reginato suggested the City Council consider what the City of Santa Barbara has done with the short-term rentals, which are not allowed except in areas zoned for hotels and motels because they are worried about losing their long-term rentals. He stated that if the City Council were to allow short-term rentals on Linden, he believed it should be

bordered by Elm and Maple and no further. He suggested the City Council adopt the moratorium.

Denver Compton noted that he and Mr. Reginato attended the City Council meeting in August when they discussed 671 Oak Avenue. He stated he lives across the street and Mr. Reginato lives behind across the fence and this property is a 31-day rental. He indicated that he spoke with Bill Stapleton and his wife Denise who own the house after the first rental period was over to complain about the number of cars in the street, and he was informed another rental was scheduled before the end of 2015 for the same length of time. He shared a copy of the advertisement for the rental by owner that he found online showing the rental price was raised to \$6,000 per month for at least 31 days and listed as a vacation rental as a beach house. He stated that Mr. Stapleton advised him that he had not thought of the idea of making it a 31 or 32-day rental; however, when he came to City Hall to obtain his permit City staff suggested he make it a 31 or 32-day rental. He commented that enforcement would not work well if this is going to be the nature of short-term rentals. He expressed his hope that the City Council would vote for the moratorium in order to resolve all issues.

Councilmember Clark inquired whether regulation or permitting would be needed for home shares. Mr. Durflinger responded that this would be decided through the permitting ordinance. He noted that the definition of short-term rental includes home shares. Councilmember Shaw expressed concern with the ability to enforce home stays. He asked that staff research cities that have allowed home stays, what they are experiencing, and potential abuse.

Motion by Councilmember Stein, seconded by Councilmember Clark, to adopt Ordinance No 705, as read by title only, establishing a temporary moratorium on Short Term Rental use in the City of Carpinteria to take effective immediately.

Upon voice vote, motion carried unanimously.

11. Bob Hanson Creeks Preservation Program Annual Report

Recommendation: Receive a presentation on City efforts to protect and restore City creek resources as part of the Bob Hansen Creeks Preservation Program.

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

There was no Public Comment.

Motion by Councilmember Clark, seconded by Councilmember Nomura, to receive and file the Bob Hanson Creeks Preservation Program Annual Report.

Upon voice vote, motion carried unanimously.

12. A Letter of Support Concerning Senate Bill 593 (McGuire), a Proposed State Law that would Establish Regulations Applying to Operators on Online Vacation Rental Hosting Platforms

Recommendation: Approve the letter of support for SB 593, authorizing the letter to be signed by the Mayor and transmitted to the bill's author, and for the City of Carpinteria to be listed along with other supporters of the bill.

Dave Durflinger, City Manager, presented the staff report.

Councilmember Stein inquired whether the number of rental days could be changed if a property is rented quarterly or less. Peter Brown, on behalf of Brownstein Hyatt Schreck, LLP, acting as City Attorney for the City of Carpinteria, responded that there is a definition in State law that governs what a short-term rental is considered and when transient occupancy tax applies and when it does not apply.

There was no Public Comment.

Motion by Councilmember Clark, seconded by Councilmember Stein, to approve the letter of support for SB 593, authorizing the letter to be signed by the Mayor and transmitted to the bill's author, and for the City of Carpinteria to be listed along with other supporters of the bill.

Upon voice vote, motion carried unanimously.

COMMITTEE REPORTS, INQUIRIES AND OTHER MATTERS PRESENTED BY COUNCILMEMBERS

Vice Mayor Shaw reported he attended a sustainability conference along with Erin Maker and John Moyer from the Planning Commission. He noted that one part of the conference dealt with water and another part dealt with power. He stated that the keynote speaker was a retired Admiral who runs the San Diego Sustainability Program. He noted there was discussion regarding areas that are fished out, more food is thrown away in the United States than is eaten everyday in Europe, and the climate has changed more in the last 50 years than it had changed in the previous 65 million years due to the use of fossil fuel. He also noted there was discussion regarding power grids and going towards solar and wind power. He reported he also attended the Joint Affordable Housing Task Force meeting and noted there was discussion regarding short-term rentals. Councilmember Carty added that that everything that was discussed at tonight's meeting about this topic was also discussed at the Task Force meeting. He stated that the Task Force asked to hear about City College and UCSB, and what impacts they are having on rentals.

Councilmember Nomura reported he and City Manager Dave Durflinger attended the Utilities Committee meeting where the priority discussion dealt with water. He noted they were given a water availability projection of one year and currently there is sufficient groundwater; however, this would be questionable after one year if there is not sufficient rain.

ATTENDANCE OF COUNCILMEMBERS FOR FUTURE MEETINGS

All Councilmembers plan on being present at the next meeting.

ADJOURNMENT

The meeting was adjourned at 7:34 p.m. by Mayor Carty in memory and honor of Ernie Jimenez, long time dedicated City employee.

Gregg A. Carty, Mayor

ATTEST:

Fidela Garcia, CMC, City Clerk

**City of Carpinteria
City Council Minutes
Regular Meeting
Council Chambers
Monday, November 9, 2015**

CALL TO ORDER

Mayor Carty called the meeting to order at 5:30 p.m.

ROLL CALL

Councilmembers present:

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

Staff members present:

Dave Durflinger, City Manager
Dylan Johnson, on behalf of Brownstein Hyatt Farber Schreck, LLP, acting as
City Attorney of the City of Carpinteria
Fidela Garcia, City Clerk
Kevin Silk, Assistant to the City Manager
Charlie Ebeling, Public Works Director
Matt Meachler, Civil Engineer
Brian C. Barrett, Management Analyst
Steve Goggia, Senior Planner
Mimi Audelo, General Government Program Manager
Lt. Mike Perkins, Sheriff's Department

PLEDGE OF ALLEGIANCE

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

INTRODUCTIONS, PROCLAMATIONS AND PRESENTATIONS

City Manager Dave Durflinger introduced the City's newest Employee Mimi Audelo, General Government Program Manager. He mentioned she would be responsible for Emergency volunteer and neighborhood and community outreach services. Ms. Audelo has over 20 years of experience. Ms. Audelo stated she was thrilled to be here and thanked the Council.

PUBLIC INFORMATION REPORTS AND ANNOUNCEMENTS: None.

CITY MANAGER'S REPORT

- City Hall Closed as follows: November 11 for Veterans Day, November 26 & 27 for Thanksgiving holiday, Christmas Eve, December 24 and Christmas Day, December 25, and New Year's Eve, December 31 and New Year's Day, January 1, 2016.
- City Council public hearing on Linden/Casitas Interchanges Project has been rescheduled to November 23.
- City Council public hearing on Extension of Short Term Vacation Rental Moratorium is scheduled for November 23.

PRESENTATIONS BY CITIZENS / PUBLIC COMMENT: None.

AGENDA MODIFICATIONS: None.

CONSENT CALENDAR

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

Upon voice vote, motion carried unanimously.

1. Expenditures for the period beginning October 22, 2015, and ending November 4, 2015.

OTHER BUSINESS:

2. Rejection of the Bid by Civic Construction Associates and Authorization to Award to Toro Enterprises for Construction of City Maintenance Project No. 15045, Via Real Sidewalk Improvements Project

Recommendation: 1. Find Civic Construction Associates' bid not responsive and reject their bid; 2. Find Toro Enterprises' bid responsive and authorize the Mayor to sign the contract with Toro Enterprises, the lowest responsive bidder, subject to meeting all mandatory contract document requirements for the construction of City Maintenance Project No. 15045, Via Real Sidewalk Improvements Project; and 3. Approve a Project Construction Budget of \$99,898.88.

Charlie Ebeling stated staff member Matt Meachler would provide the presentation.

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

There was no Public Comment.

Motion by Councilmember Stein, seconded by Vice Mayor Shaw to find 1. Find Civic Construction Associates' bid not responsive and reject their bid; 2. Find Toro Enterprises' bid responsive and authorize the Mayor to sign the contract with Toro Enterprises, the lowest responsive bidder, subject to meeting all mandatory contract document requirements for the construction of City Maintenance Project No. 15045, Via Real Sidewalk Improvements Project; and 3. Approve a Project Construction Budget of \$99,898.88.

Upon voice vote, motion carried unanimously.

3. Parking Facilities Development Impact Fee (DIF) Extension of Reduced Fee

Recommendation: Adopt Resolution No. 5571, as read by title only, thereby extending the reduced Parking Facilities Development Impact Fee through June 30, 2017, or until the new DIF Program is established, whichever comes first.

Charlie Ebeling stated staff member Brian Barrett would provide the presentation.

Brian Barrett, Management Analyst presented the staff report.

Pat Kistler, Carpinteria Valley Chamber of Commerce Representative, thanked the City Council for the reduction and said it has helped many businesses open and hopes the reduction will stay in place until 2017.

Motion by Councilmember Stein, seconded by Councilmember Nomura to adopt Resolution No. 5571, as read by title only.

Upon voice vote, motion carried unanimously.

4. 2015 Economic Vitality Program Report that Includes a 2015 Carpinteria Valley Economic Profile / Presentation by The California Economic Forecast Director, Mark Schniepp.

Recommendation: Receive the 2015 annual report regarding the City's Economic Vitality Program including a 2015 Carpinteria Valley Economic Profile presentation by The California Economic Forecast Director, Mark Schniepp and direct staff as determined appropriate.

Kevin Silk introduced City Manager Dave Durflinger who provided introductory remarks and a PowerPoint Slide with a statement approved by the Carpinteria First Committee as its Vision for the Carpinteria Economy in 2013.

Kevin Silk, Assistant to the City Manager, provided a PowerPoint presentation and an overview of the General Government/Economic Vitality Program.

Pat Kistler provided an update regarding Carpinteria First Committee's activities.

Mark Schniepp presented a PowerPoint presentation and update on the Carpinteria Valley Economic and Demographic Environment of the Carpinteria Valley for 2015.

Steve Goggia, Senior Planner provided an overview of the Community Development Department's role in economic vitality.

Charlie Ebeling, Public Works Director, provided an overview of the Public Works Department's role in economic vitality and maintenance of the City's infrastructure.

Dave Durflinger, City Manager provided an overview of the Parks and Recreation Department's role in economic vitality.

Mr. Durflinger responded to Mayor Greg Carty's inquiry requesting an update on a possible dog park by stating many of the projects in Parks and Recreation are collaborations with community groups such as Tomol Park with the Morning Rotary and he gave other examples. Mr. Durflinger said there is a community group that is interested in a dog park and is forming a non-profit organization to work with a private property owner, Venoco, Inc. and in order to get the improvements made they will be working with the City. He said the group is looking at the location at the corner of Dump Road and Carpinteria Avenue.

Motion by Vice Mayor Shaw, seconded by Councilmember Nomura to receive and file the 2015 Economic Vitality Report.

Upon voice vote, motion carried unanimously.

COMMITTEE REPORTS, INQUIRIES AND OTHER MATTERS PRESENTED BY COUNCILMEMBERS

Lt. Mike Perkins provided an update on law enforcement trends. He said there is an uptick on number of thefts from automobiles which is not uncommon as people are out shopping and not paying attention to personal security with regard protecting their items and leaving them exposed in their cars. Also said there was a recent rash of theft of purses left on backs of chairs. He cautioned citizens to be mindful of their surroundings and keep their vehicles locked as they are out and about during the holiday season.

Councilmember Stein distributed a letter to Councilmembers regarding opposition to Assembly Bill 718, as information.

ATTENDANCE OF COUNCILMEMBERS FOR FUTURE MEETINGS

All of the Councilmembers are expected to be present at the November 23, 2015 City Council meeting.

ADJOURNMENT

The meeting was adjourned at 6:50 p.m. by Mayor Carty.

Gregg A. Carty, Mayor

ATTEST:

Fidela Garcia, CMC, City Clerk



City of Carpinteria

COUNCIL AGENDA STAFF REPORT November 23, 2015

ITEM FOR COUNCIL CONSIDERATION

Community Development Block Grant Agreement with the County of Santa Barbara

STAFF RECOMMENDATION

Action Item X ; Non-Action Item

Authorize the Mayor to sign the Community Development Block Grant Agreement with the County of Santa Barbara to receive \$147,921.00 in CDBG Funds for the Main School Sidewalk In-fill Project.

Motion: I move to authorize the Mayor to sign the Community Development Block Grant Agreement with the County of Santa Barbara to receive \$147,921.00 in CDBG Funds for the Main School Sidewalk In-fill Project.

BACKGROUND

Since 2006, the City has participated in the Community Development Block Grant (CDBG) program as part of a consortium managed by the County of Santa Barbara and including the cities of Lompoc, Buellton, Solvang, and Guadalupe. Carpinteria receives a portion of the overall funds that are made available annually to the County from the federal Department of Housing and Urban Development (HUD). The City Council has full authority over how its funds are allocated and may make recommendations to the County Board of Supervisors on how the County allocates its funds (County funds can be directed to projects in the unincorporated area or in a city). Funds can be used to support housing units or programs that are affordable and available for low and very-low income households. Funds can also be used to support capital projects that contribute to a suitable living environment by improving the quality of life in low-income neighborhoods. The third and final priority goal of the CDBG program addresses funding that supports expanded economic opportunity in low-income areas of a community.

In 2014, the Department of Public Works submitted an application for \$112,230 to construct sidewalk and curb ramp improvements (bringing curb ramps into current

Americans with Disabilities Act (ADA) compliance) along the Sixth Street and Walnut Avenue street frontage of the Carpinteria Children's Project (formerly Main School). In February 2014, City Council approved reserving 100% of the City of Carpinteria 2014-2015 CDBG capital fund for the Main School Sidewalk In-fill Project.

DISCUSSION

The Carpinteria Children's Project (CCP) is a group of governmental and non-profit organizations working together to provide a supportive environment for children and parents, including many low-income families. The CCP has been operating at the former Main Elementary School campus since 2009.

The proposed sidewalk in-fill project is located immediately around the campus where sidewalks currently do not exist. Many of the families using CCP rely on alternative modes of transportation to get to the site, with many arriving on foot and bringing toddlers to the day care center in strollers. Given the current lack of sidewalks along Sixth Street and Walnut Avenue, some are forced to walk on dirt surfaces or in the street. In addition to completing sidewalks around campus, the proposed application includes construction of curb ramps that meet current accessibility standards.

The CDBG Community Development Specialists with the County have prepared the CDBG Agreement to be signed by the City (**Attachment A**). To receive the grant for the proposed project above, the City of Carpinteria must enter into an agreement with the County of Santa Barbara. The agreement includes a requirement for a timely use of funds. The Main School Sidewalk In-fill Project must be completed by August 31, 2016.

POLICY CONSISTENCY

General Plan/Local Coastal Plan

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

Circulation Element

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

The proposed Main School Sidewalk In-fill Project will bridge a gap between the sidewalk on the north west frontage of the school and pedestrian facilities along Palm Avenue by extending sidewalk along Walnut Avenue and Sixth Street.

FINANCIAL CONSIDERATIONS

The Main School Sidewalk In-fill Project is listed in the 2015-2016 Budget and the 2015 Capital Improvements Plan. The project, including design, construction and staff time, will be funded by Measure A funds and the CDBG. The total project cost is estimated to be \$235,000.

LEGAL

The City's participation in the CDBG program is voluntary. The City Council previously entered a cooperation agreement with the County of Santa Barbara to achieve Urban County status and become eligible for CDBG funding. Prior to providing funding to Public Works, the City of Carpinteria must enter into the CDBG Agreement (**Attachment A**).

OPTIONS

1. Authorize the Mayor to sign the Community Development Block Grant Agreement with the County of Santa Barbara to receive \$147,921.00 in CDBG Funds for the Main School Sidewalk In-fill Project. (Staff Recommends)
2. Decline to authorize the Mayor to sign the Community Development Block Grant Agreement with the County of Santa Barbara to receive \$147,921.00 in CDBG Funds for the Main School Sidewalk In-fill Project and provide further direction to staff.

PRINCIPAL PARTIES EXPECTED AT MEETING

There are no principal parties expected at the meeting.

ATTACHMENTS

Attachment A – CDBG Agreement

Staff contact: Matt Maechler, P.E.
805-684-5405 x441, MattM@ ci.carpinteria.ca.us


Signature

Reviewed by: Charles W. Ebeling, P.E., T.E.
805-684-5405 x402, CharlesE@ ci.carpinteria.ca.us


Signature

Reviewed by: Dave Durflinger, City Manager


Signature

Attachment A
CDBG Agreement

**COMMUNITY DEVELOPMENT BLOCK GRANT
AGREEMENT
BETWEEN
COUNTY OF SANTA BARBARA
AND
THE CITY OF CARPINTERIA
FOR
MAIN SIDEWALK IN-FILL PROJECT**

CFDA 14.218

THIS AGREEMENT (herein called the "Agreement") is made and entered into by and between the COUNTY of Santa Barbara (herein called the "COUNTY"), a political subdivision of the State of California, and the City of Carpinteria (herein called the "CITY"), whose address is 5775 Carpinteria Avenue, Carpinteria, CA 93013 and is made with reference to the following:

WHEREAS, the COUNTY has secured funding pursuant to the Community Development Block Grant program ("CDBG Funds") from the United States Department of Housing and Urban Development ("HUD") under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383 (42 U.S.C. §§ 5301 et seq.); and the regulations promulgated thereunder (24 CFR Part 570) ("Regulations"); and

WHEREAS, the CITY represents that it has the skills, expertise, and all licenses and permits necessary to carry out the project described under this Agreement; and

WHEREAS, the CITY is the subrecipient receiving a federal subaward as identified in Exhibit I in accordance with 2CFR 200.331(a)(1); and

WHEREAS, on May 12, 2015, the COUNTY approved under the Fiscal Year 2015-2016 Annual Action Plan the CITY'S use of CDBG funds to carry out the project described in the Statement of Work attached hereto as Exhibit A and incorporated herein by this reference ("Statement of Work"), sometimes hereinafter referred to as the "Project"; and

WHEREAS, the COUNTY desires to make available to CITY a grant of CDBG Funds in an amount not to exceed One Hundred Forty-Seven Thousand Nine Hundred Twenty-One Dollars and No Cents (\$147,921) ("COUNTY Grant") to be used by CITY to perform the work as stated and set out in the Statement of Work, attached hereto as Exhibit A and in the Project Budget, attached hereto as Exhibit B, and to carry out the Project as permitted by the HCD Act and the Regulations and according to the terms and conditions more particularly set forth herein; and

WHEREAS, CITY'S use of CDBG Funds in carrying out the Project are eligible activities under 24 CFR Subpart C, §§ 570.200 et seq.;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, it is agreed between the parties hereto that:

I. **SCOPE OF WORK**

A. **General**

All work stated and set out in the Statement of Work will be performed around 5201 Eighth Street, Carpinteria. CA 93013, California, under the supervision of Charles Ebeling, Director of Public Works, who shall ensure that the background and qualifications of the CITY's staff, contractors and subcontractors performing the work stated and set out in the Statement of Work and carrying out the Project are appropriate and, if applicable, meet the minimum standards established by pertinent licensing bodies.

B. **Statement of Work**

Under this Agreement, CITY will carry out and invoice the County for reimbursement of expenses under the CDBG Program for the Project, including pre-construction costs (appraisal fees, studies, permits, etc.), construction labor and materials, and project management/activity delivery. The Project meets one of the criteria under 24 CFR 570.208, specifically 24 CFR 570.208(a)(1), and also complies with one or more of HUD's National Objectives as required under 570.200(a)(2) by benefitting low- and moderate-income persons. The use of CDBG funds for the Project qualifies as an eligible activity under the Low Mod Area Benefit (LMA) as the Project will benefit an area where at least 51 percent (51%) of the residents are low- and moderate-income persons. The use of CDBG Funds for the Project will not exceed \$147,921. CITY shall invoice the County for reimbursement under the CDBG Program. The Statement of Work includes the activities eligible under the Community Development Block Grant program as set forth in Exhibit A to this Agreement. CITY will be responsible for performing the work stated and set out in the Statement of Work and carrying out the Project in a manner satisfactory to the COUNTY and consistent with all federal requirements and standards required as a condition of providing these CDBG Funds.

C. **Staffing**

Any changes in the staff who perform work under this Agreement must be approved in writing by the COUNTY's Division of Housing and Community Development (COUNTY HCD). All of the work stated and set out in the Statement of Work shall be performed by CITY or under CITY's supervision. CITY represents that it possesses, and that its contractors and subcontractors shall possess, the professional and technical personnel required to perform the work stated and set out in the Statement of Work required by this Agreement, and that it and its contractors and subcontractors will perform all work stated and set out in the Statement of Work in a manner commensurate with the highest professional standards. The CITY and its contractors and subcontractors shall perform all work in a manner commensurate with their own usual and customary standards and with the reasonable and ordinary level of care provided by others performing similar or like work.

All work stated and set out in the Statement of Work shall be performed by qualified and experienced personnel who are not employed by COUNTY. CITY represents and warrants that the work stated and set out in the Statement of Work to be performed will conform to the requirements of this Agreement, all applicable federal, state and local laws, and the highest professional standards.

CITY represents and warrants to COUNTY that it and its contractors and subcontractors have, shall obtain, and shall keep in full force and effect during the term hereof, at their sole

cost and expense, all licenses, permits, qualifications, insurance and approvals of whatsoever nature that are legally required to practice their professions.

D. Performance Monitoring

The COUNTY will monitor the performance of the CITY against goals and performance standards set forth in the Statement of Work. CITY's substandard performance as determined by the COUNTY will constitute CITY's noncompliance with this Agreement. If action to correct such substandard performance is not taken by the CITY within seven (7) business days after being notified by the COUNTY, contract suspension or termination procedures will be initiated as more fully detailed in Section VI.F.

E. Changes

Any changes to this Agreement, unless otherwise noted, may only be made through a written amendment to this Agreement executed by COUNTY and CITY. COUNTY and CITY may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, are executed in writing, and signed by a duly authorized representative of each party. Such amendments shall not invalidate any parts of this Agreement that are not changed by the amendment, nor relieve or release COUNTY or CITY from its obligations under this Agreement that are not changed by the amendment. CITY agrees to not unreasonably withhold its approval of any amendments proposed by COUNTY that are necessary in order to conform with federal, state or local governmental laws, regulations, ordinances, orders, rules, directives, circulars, bulletins, notices, guidelines, policies and available funding amounts.

If this Agreement is executed on behalf of COUNTY by the County Purchasing Agent (or designee) or the Director of the County Community Services Department (or designee) or both, the same duly authorized representative(s) shall execute any amendments to this Agreement in the same fashion subject to all other applicable requirements set forth herein. If this Agreement is approved by the County Board of Supervisors and executed by the Chair of the Board of Supervisors on behalf of COUNTY, any amendments to this Agreement must be approved and executed in the same manner except the Director of the County Community Services Department or designee is authorized to approve at his or her discretion and execute amendments on behalf of COUNTY to make any one or more of the following changes:

1. Changes to the Budget attached hereto as Exhibit B. Such changes shall be limited to (a) revisions to the amounts in each Budget line item, provided that the overall amount of the CDBG funds is not increased; and (b) additions to or deletions of the line items in the Budget; provided that all expenditures are eligible pursuant to 24 CFR part 570. In no event shall an amendment be made pursuant to this subsection I.E.1 that will result in any change to the Scope of Services attached hereto as Exhibit A.
2. Administrative changes to the Agreement that are necessary in order to conform with federal, state or local governmental laws, regulations, ordinances, orders, rules, directives, circulars, bulletins, notices, guidelines, policies and available funding amounts.

3. Changes extending the length of the Term as described in Section II up to a maximum of 6 months. This Section shall not obligate the County to extend the length of the Term at CITY's request or otherwise alter the County's rights to terminate this Agreement or reduce the award as set forth in Section VI.F. Any change made to the length of the Term pursuant to this Section shall not alter or waive the County's rights under this agreement, including but not limited to the County's right to terminate this Agreement as set forth in Section VI.F.

F. COUNTY Recognition

CITY shall ensure recognition of the role of the COUNTY in providing CDBG Funds through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the CITY shall include a reference to the support provided herein in all publications made possible with CDBG Funds made available under this Agreement.

II. **TERM**

This Agreement shall begin on the date executed by all parties, and end on August 31, 2016, unless such time is extended by written Amendment executed in the same manner as this Agreement, or unless terminated earlier or there are no CDBG Funds available for any reason.

A. **Time Of Performance**

All work to be performed hereunder and set out in the Statement of Work shall be completed by the expiration date. However, CITY's obligations to complete the Scope of Work shall survive the expiration of the term of this Agreement, and COUNTY may extend the term of this Agreement as stated in Section I.E and any provisions herein that COUNTY deems necessary to ensure such completion.

B. Reversion of Assets.

Upon the expiration of this Agreement, the CITY shall transfer to the COUNTY any CDBG funds it has on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the CITY'S control that was acquired or improved in whole or in part with CDBG Funds in excess of \$25,000 shall either be either:

1. Used to meet one of the national objectives in 24 CFR 570.208 (formerly 24 CFR 570.901) until five years after expiration of the Agreement, or for such longer period of time as determined to be appropriate by COUNTY. Any change in use to meet one of the aforementioned national objectives shall first be approved in writing by COUNTY HCD; (or
2. Not used in accordance with Section II.B.1, in which event the CITY shall pay to the COUNTY an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG Funds for the acquisition of, or improvement to, the property. The payment is program income to the COUNTY.
3. To determine the current market value of the property, the CITY shall obtain a real estate appraisal of the property, performed by a California licensed real estate

appraiser. Such appraiser must be approved by the COUNTY and the CITY. An alternate method of valuation may be used by mutual written consent of the COUNTY and CITY.

4. The COUNTY will determine the amount due to the COUNTY in accordance with Section B.2.

III. BUDGET

The budget prepared by the CITY and provided to COUNTY for the performance of the work stated and set out in the Statement of Work is delineated in Exhibit B to this Agreement.

COUNTY HCD may require a more detailed budget breakdown than the one contained herein, and the CITY shall provide such supplementary budget information within one (1) week of COUNTY HCD's request for a more detailed budget breakdown in the form and content prescribed by COUNTY HCD. Any amendments to the budget must be approved in accordance with Section I.E.

CITY represents that the budget includes only allowable costs and an accurate analysis of costs acceptable under the CDBG Program pursuant to the Regulations, including, but not limited to, 2 CFR Part 230 and 24 CFR 570.502(b), which includes requirements for compliance with and found in the provisions contained in the Federal Office of Management and Budget Circular 2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, the related CDBG provisions, and all Subparts and Appendices, as applicable. These items shall be in sufficient detail to provide a sound basis for the COUNTY to effectively monitor CITY's performance under the Agreement.

IV. PAYMENT

Upon compliance with the reporting requirements outlined in Section VII.C below, it is expressly agreed and understood that the total amount to be reimbursed by the COUNTY to the CITY under this Agreement shall not exceed the budget delineated in Exhibit B. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Exhibit B hereto and in accordance with completion of work, as detailed in the Scope of Work. Upon the submission of an acceptable "Expenditure Summary and Payment Request (ESPR)", for which a sample is attached hereto as Exhibit C, together with proper supporting documentation, records and reports required in Sections VII.B and VII.C for the work described in Section I of this Agreement, COUNTY shall review the claim and when approved, make payment.

COUNTY has no obligation to provide CDBG Funds under this Agreement if for any reason there is not funding available from HUD to pass through to CITY or if the Agreement is terminated or suspended.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via U.S. Mail (postage prepaid), commercial courier, or personal delivery. Notices may be delivered by facsimile or other electronic means if the party to be noticed agrees to delivery by these means and if that delivery is followed by delivery via U.S. Mail (postage prepaid), commercial courier, or personal delivery the next business day. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice:

COUNTY

County of Santa Barbara
Community Services Department,
Division of Housing and Community
Development
Dinah Lockhart, Deputy Director
123 E. Anapamu Street, 2nd Floor
Santa Barbara, CA 93101
Phone: (805) 568-3520

CITY

City of Carpinteria
Department of Public Works
Charles Ebeling, Director
5775 Carpinteria Avenue
Carpinteria, CA, 93013
Phone: (805) 684-5405 Ext. 402

VI. GENERAL CONDITIONS

A. General Compliance

The CITY agrees to comply with the requirements of the Regulations at 24 CFR Part 570, including subpart K, except that (1) the CITY does not assume the COUNTY's environmental responsibilities described in 24 CFR 570.604 and (2) the CITY does not assume the COUNTY's responsibility for initiating the review process under the provisions of 24 CFR Part 52. In addition, the CITY agrees to comply with the Federal Terms and Conditions attached hereto and incorporated herein as Exhibit D and in 2 CFR part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. CITY agrees to comply with 24 CFR 570.609, the Suspension and debarment rules, and 24 CFR 570.614, the Architectural Barriers Act of 1968. The CITY also agrees to comply with the terms of HUD's award to County, including the grant agreement, assurances in an application, or a notice of award and all other applicable Federal, state and local laws, regulations, ordinances, orders, rules, guidelines, directives, circulars, bulletins, notices and policies governing the CDBG Funds provided under this Agreement. The judgment of any court of competent jurisdiction, or the admission of the CITY in any action or proceeding against CITY, whether the COUNTY is a party thereto or not, that CITY has violated any such law, regulation, ordinance or order, shall be conclusive of that fact as between CITY and COUNTY. The CITY further agrees to utilize CDBG Funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. National Environmental Policy Act (NEPA) Compliance

The COUNTY will identify the need for and will complete any appropriate environmental compliance related requirements, including NEPA (40 CFR 1500-1508 and 24 CFR Part 58), pertinent to CITY's project. Environmental and other associated compliance shall be completed prior to the start of this project. As such, notwithstanding any other provision of this Agreement, COUNTY shall not provide any funds to CITY pursuant to this Agreement, and CITY shall not begin implementation of the assisted activity described in this Agreement or otherwise have any claim to the funds described in this Agreement, until COUNTY provides written notice to the CITY that all applicable environmental and regulatory compliance analyses and clearances have been completed and that CITY may begin implementation of this project. The parties further agree that the provision of any funds to the project is conditioned on the County's determination to proceed with, modify or cancel the project based on the results of a subsequent environmental review.

If CITY begins project activities that require environmental and other regulatory compliance approval prior to receipt of written notice from COUNTY that all such clearances have been obtained, then COUNTY reserves the right to unilaterally terminate this agreement for cause.

C. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The CITY shall at all times remain an independent contractor with respect to the work to be performed under this Agreement. COUNTY shall not be responsible for paying any taxes on CITY'S behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CITY agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance and workers' compensation Insurance. In addition, CITY understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure.

D. Insurance and Indemnification

The CITY shall comply with the insurance and indemnification provisions set forth in Exhibit E "Basic Indemnification and Insurance Requirements" attached hereto and incorporated herein.

E. Workers' Compensation

The CITY shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement as set forth in Exhibit E "Basic Indemnification and Insurance Requirements" attached hereto and incorporated herein.

The COUNTY may, in its discretion, amend this Agreement to conform with Federal, state or local governmental laws, regulations, ordinances, orders, rules, directives, circulars, bulletins, notices, guidelines, policies, or available funding amounts.

F. Suspension or Termination

In accordance with 2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and 24 CFR 570.503 (b)(6), COUNTY may suspend or terminate this Agreement if CITY materially fails to comply with the terms of HUD's award to COUNTY, including, but not limited to, the grant agreement, assurances in an application, or a notice of award or any terms of the Agreement, which include but are not limited to, the following:

- Failure to comply with any of the laws, rules, regulations, ordinances, provisions, orders, guidelines, policies, circulars, bulletins, notices or directives referred to herein, or as may become applicable at any time;
- Failure, for any reason, of CITY to fulfill its obligations under this Agreement;
- Ineffective or improper use of ESG Program funds provided under this Agreement; or
- Submittal of reports that are false or that are incorrect or incomplete in any material respect.

1. Termination by COUNTY

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

- a. **For Convenience.** In accordance with 2 CFR Part 2400, this Agreement may be terminated for convenience by COUNTY with the consent of CITY in which case the two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
- b. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CITY of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.
- c. **For Cause.** Should CITY default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CITY shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CITY, unless the notice directs otherwise.

2. Termination by CITY

In accordance with 2 CFR Part 2400, this Agreement may be terminated by CITY, upon written notification to COUNTY, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, COUNTY determines that the remaining portion of the award will not accomplish the purposes for which the award was made, COUNTY may terminate the award in its entirety under 2 CFR Part 2400.

3. Upon termination, CITY shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CITY in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CITY to retain.
4. If HUD demands reimbursement from COUNTY for COUNTY's payments to CITY due to CITY's failure to comply with the terms of HUD's award to COUNTY, including, but not limited to, the grant agreement, assurances in an application, or a notice of award, any applicable term of this Agreement, or any law, regulation, ordinance, order, rule, directive, circular, bulletin, notice, guideline or policy referred to herein, or as may become applicable at any time, CITY shall fully and completely reimburse COUNTY in the total amount of such disallowed payments.

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The CITY agrees to comply with 24 CFR 570.502(b) and 2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. CITY agrees to adhere to the accounting principles and procedures referenced therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The CITY agrees to comply with 24 CFR 570.610 "Uniform Administrative Requirements and Cost Principles". These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

3. Administrative Requirements

The CITY also agrees to comply with all applicable uniform administrative requirements set forth in 24 CFR 570.502 and all applicable requirements set forth in 24 CFR Part 5 (24 CFR 5.100-5.2011) and found in the provisions contained in the Federal Office of Management and Budget Circular 2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. CDBG Funds received by CITY from COUNTY pursuant to this Agreement shall be maintained in an account in a banking or savings and loan institution separate and apart from any other funds of CITY or of any principal or member of CITY. No costs shall be invoiced or billed except for expenditures authorized in the budget contained within this Agreement and also Exhibit B. The itemized costs shall be of sufficient detail to provide a sound basis for the COUNTY to effectively monitor costs under this Agreement.

B. Documentation and Record Keeping

1. Records to be Maintained

The CITY shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 or by COUNTY's ordinances or policies that are pertinent to the work to be performed or activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records required to determine the eligibility of activities;
- c. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- d. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- e. Financial records as required by 24 CFR 570.502; and
- f. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The CITY shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of at least four (4) years. The retention period begins on the date of the submission of the COUNTY's annual performance and evaluation report to HUD, as prescribed in 24 CFR 91.520, in which the activities assisted under the Agreement are reported on for the final time rather than from the date of submission of the COUNTY's final expenditure report for HUD's award to County. Notwithstanding the above, if there is litigation, claims, disputes, audits, negotiations or

other actions that involve any of the records and that have started before the expiration of the four-year period, then all records must be retained until completion of the actions and final resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Ownership Of Documents

Each and every report, draft, map, record, plan, document and other writing produced (hereinafter "Documents"), prepared or caused to be prepared by CITY, its officers, employees, agents, representatives, contractors and subcontractors, in the course of performing this Agreement, shall be and become the exclusive property of COUNTY, and COUNTY shall have the sole right to use such materials in its sole discretion without further compensation to CITY or any other party. CITY shall, at CITY's own expense, provide such Documents to COUNTY upon COUNTY'S written request.

4. Disclosure

The CITY understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the COUNTY's or CITY's responsibilities with respect to the work performed or the Project described in this Agreement, may be prohibited under state or federal law unless written consent is obtained from such person benefitting from the work performed under this Agreement or the Project and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The CITY also agrees to comply with all grant closeout procedures set forth in 24 CFR § 570.509 and all applicable requirements set forth in 2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The CITY's obligations to the CITY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the COUNTY), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the CITY has control over CDBG Funds, including program income.

6. Audits & Inspections

All CITY records with respect to any matters covered by this Agreement shall be made available to the COUNTY, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the CITY within 30 days after receipt of the audit report by the CITY. Failure of the CITY to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The CITY hereby agrees to have an annual agency audit conducted in accordance with current COUNTY policy concerning CITY audits and OMB Circular A-133.

COUNTY shall have the right to audit and review all records maintained by CITY pursuant to the terms of this Agreement. Any such audit or review may be conducted at any time during regular business hours. CITY is responsible for obtaining an audit in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. §§ 7501 et seq.) and Federal agency implementing regulations, all as amended from time to time. The audit shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial and compliance audits.

7. Access to Records

The CITY shall furnish and cause each of its own contractors and subcontractors to furnish all information and reports required hereunder and will permit access to books, records and accounts by the COUNTY, HUD or other authorized officials or their agents, to ascertain compliance with the laws, rules, regulations, executive orders, ordinances, resolutions, guidelines, policies, directives, standards and provisions stated in this Agreement or the CDBG program.

C. Reports

CITY shall provide the COUNTY with a monthly Project Status Report during the construction period and Project Completion Report following the completion of construction (Exhibit F). The Project Status Report is due by the 10th day of the month following the reporting month, and the Project Completion Report is due within 10 days following Project completion, as evidenced by a recorded Notice of Completion or final inspection by the local jurisdiction or other evidence as determined by COUNTY HCD. If CITY fails to submit reports when due, COUNTY may withhold CDBG Funds until the required written Reports are received.

VIII. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The CITY shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C., §§ 2000d et seq.), Title VIII of the Civil Rights Act of 1968 (42 U.S.C., §§ 3601 et seq.), Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 (42 U.S.C., §§ 5301 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C., §§ 791 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C., §§ 12101 et seq.), the Age Discrimination Act of 1975 (42 U.S.C., §§ 6101 et seq.), Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086, and all implementing regulations, and all as may be amended.

2. Nondiscrimination

The CITY shall comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCD Act are still applicable. In addition, COUNTY'S Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara COUNTY Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the Ordinance were specifically set out herein and CITY agrees to comply with said Ordinance.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C., §§ 2000d et seq.)(P.L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the CITY shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the COUNTY and the United States are beneficiaries of and entitled to enforce such covenants. The CITY, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The CITY shall comply with all Federal regulations issued pursuant to and in compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against qualified individuals with disabilities or handicaps in any Federally assisted program.

5. Relocation Requirements

The CITY agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606 (42 U.S.C., §§ 4601 et seq., and all implementing regulations, including, but not limited to, those set forth in Title 24 C.F.R. Part 42 and 49 C.F.R. Part 24, all as may be amended). The CITY shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606 (b)(2), i.e., persons that are displaced as a direct result of demolition, renovation, major rehabilitation or acquisition for a CDBG-assisted project. The CITY also agrees to comply with applicable COUNTY ordinances, resolutions and policies concerning the displacement of persons from their residences.

6. Program Income

The use of program income by CITY shall comply with the requirements set forth in 24 CFR 570.504. Additionally, upon expiration of this Agreement, the CITY shall remit to the COUNTY and CDBG Funds on hand at the time of expiration, any accounts receivable attributable to the use of CDBG Funds, and all program income balances held by CITY, with the exception of the following: those needed for immediate cash needs, cash balances of a revolving loan fund, cash balances from a lump sum drawdown, or cash or investments held for section 108 security needs. The reversion of any project related assets shall comply with 2 CFR Part 2400 and 24 CFR 570.502, 570.503, and 570.504, as applicable.

B. Affirmative Action

1. Approved Plan

The CITY agrees that it shall be committed to carry out an Affirmative Action Program pursuant to and in accord with President's Executive Order 11246 of September 24, 1966. The CITY shall submit to COUNTY a plan for an Affirmative Action program prior to CITY's receipt of funds. COUNTY's acceptance of CITY's Affirmative Action Program shall not be deemed to be or construed as CITY's compliance with Executive Order 11246 or any other applicable Federal or state law, regulation, rule, executive order, ordinance, resolution, guideline, policy, directive, or standard.

2. Women- and Minority-Owned Businesses (W/MBE)

The CITY will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement, as referenced in "D/MBE/WBE Implementation Guidelines" attached hereto and incorporated herein as Exhibit G. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The CITY may rely on written representations by businesses regarding their status as minority and women's business enterprises in lieu of an independent investigation.

3. Access to Records

The CITY shall furnish and cause each of its own contractors and subcontractors to furnish all information and reports required hereunder and will permit access to all books, records and accounts by the COUNTY, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The CITY will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by HUD, advising the labor union or workers' representative of the CITY's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The CITY will, in all solicitations or advertisements for employees placed by or on behalf of the CITY; state that it is an Equal Opportunity and Affirmative Action employer.

6. Contract and Subcontract Provisions

The CITY will include the provisions of Sections VIII.A, Civil Rights, and VIII.B, Affirmative Action, in every contract or subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own contractors and subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The CITY is prohibited from using CDBG Funds provided herein or personnel employed in the performance of work under this Agreement for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities. The CITY agrees to comply with the Federal Labor Standards Provisions attached hereto and incorporated herein as Exhibit H.

2. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968 (12 U.S.C., § 1701u), and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder, and the Section 3 Implementation Guidelines attached hereto and incorporated herein as Exhibit G, all as may be amended, prior to the execution of the Agreement shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the COUNTY, the CITY and any of the CITY'S contractors or subcontractors. Failure to fulfill these requirements shall subject the COUNTY, the CITY and any of the CITY'S contractors or subcontractors, their successors and assigns if any as permitted under this Agreement, to those sanctions specified by any agreement through which Federal assistance is provided. The CITY certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The CITY further agrees to comply with the "Section 3" requirements and to include the following language in all contracts and subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The CITY further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very-low income persons residing within the metropolitan area in which the CDBG-funded project is located. Where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very-low income participants in other HUD programs. CITY agrees to award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very-low income persons residing within the metropolitan area in which the CDBG-funded project is located. Where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The CITY certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The CITY agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or workers' representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Contracts and Subcontracts

The CITY will include this Section 3 clause in every contract and subcontract and will take appropriate action pursuant to the contract or subcontract upon a finding that the CITY or a contractor or subcontractor is in violation of regulations issued by HUD. The CITY will not contract or subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any contract or subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirement of these regulations.

3. Labor Standards Requirements

The CITY shall comply with labor standards requirements as set forth in 24 CFR 570.603, and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement.

D. Conduct

1. Assignability

The CITY shall not assign or transfer any interest in this Agreement without the prior written consent of the COUNTY thereto and any attempt to so assign or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination; provided, however, that claims for money due or to become due to the CITY from the COUNTY under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the COUNTY.

2. Contracts and Subcontracts

a. Approvals

The CITY shall not enter into any contracts or subcontracts with any agency or individual in the performance of this Agreement without the written consent of the COUNTY prior to the execution of such agreement.

b. Monitoring

The CITY will monitor all contracted and subcontracted work and services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The CITY shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any contract or subcontract executed in the performance of this Agreement.

d. Selection Process

The CITY shall undertake to insure that all contracts and subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all contracts and subcontracts shall be forwarded to the COUNTY along with documentation concerning the selection process.

3. Hatch Act

The CITY agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of 5 U.S.C., §§ 7321 et seq. or 5 CFR Parts 733 and 734, all as may be amended.

4. Conflict of Interest

The CITY agrees to abide by the provisions of 24 CFR 85.36 and 570.611, which include (but are not limited to) the following:

- a. The CITY shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the CITY shall participate in the selection, or in the award, or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the COUNTY, the CITY, or any designated public agency.
- d. The CITY shall promptly disclose to the COUNTY, in writing, any potential conflict of interest.

5. Lobbying

The CITY hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of

Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

- c. It will require that the language of paragraph (d), immediately below, of this certification be included in the award documents for all awards and subawards at all tiers (including subcontracts, subgrants, contracts, and grants under grants, loans, and cooperative agreements) and that CITY and all contractors and subcontractors shall certify and disclose accordingly:

- d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this Agreement results in any copyrightable material or inventions, the COUNTY and/or HUD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

COUNTY shall be the owner of the following items incidental to the Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CITY shall not release any materials under this section except after prior written approval of COUNTY.

No materials produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country except as determined at the sole discretion of COUNTY. COUNTY shall have the unrestricted authority to publish, disclose, distribute, and otherwise use in whole or in part, any reports, data, documents or other materials prepared under this Agreement.

7. Religious Activities

The CITY agrees that CDBG Funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

8. Conditions For Religious Organizations

If CITY represents that it is, or may be deemed to be, a religious or denominational institution or organization or an organization operated for religious purposes which is supervised or controlled by or in connection with a religious or denominational institution or organization, CITY agrees that:

- a. It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;
- b. It will not discriminate against any person applying for the use or occupancy of the facility to be constructed as part of the Project on the basis of religion and will not limit the use or occupancy of the facility to be constructed as part of the Project or give preference to persons on the basis of religion;
- c. It will provide no religious instruction or counseling, conduct no religious worship or religious services, engage in no religious proselytizing, and exert no other religious influence in carrying out the Project; and
- d. The portion of a facility assisted in whole or in part under this Agreement shall contain no sectarian or religious symbols or decorations.

CITY shall comply with all applicable conditions of Title 24 CFR 570.503(b)(6) prescribed by HUD for the use of CDBG Funds by religious organizations if CITY is a religious organization.

9. Federal Contracts

The CITY agrees that every person or entity that requests or receives a federal contract, grant, loan or cooperative agreement from or through a federal agency or receives or requests from or through a federal agency a commitment that would provide for the United States to insure or guarantee a loan must file with that agency a written declaration and certify that he, she or it has not made and will not make any prohibited expenditure. Further, any person or entity that requires or receives from a person or entity referred to above, a contract or subcontract under a federal contract, a subgrant or grant under a federal grant, or a contract or subcontract to carry out any purpose for which a particular federal loan is made, or contract or subcontract under a federal cooperative agreement, is required to file a written declaration with the person or entity that received the federal contract, grant, loan or commitment to insure or guarantee a loan.

This Agreement is subject to and incorporates the terms of the Housing and Community Development Act of 1974, 24 CFR Part 570, and COUNTY'S CDBG Program Guidelines, all as may be amended.

10. Drug Free Workplace

The CITY shall comply with the Federal Drug-Free Workplace Act (41 U.S.C., §§ 8101 et seq.), and shall make all good faith efforts to continue to maintain a drug-free workplace, including establishing a drug-free awareness program to inform employees about the dangers of drug abuse and the CITY's policy and penalties for drug abuse violations occurring in the workplace. In addition, CITY agrees to Provide a drug-free workplace in accordance with the COUNTY's Drug Free workplace Policy as follows:

- A. CITY will publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the CITY's workplace and will specify the actions that will be taken against employees for violation of such prohibition.

B. CITY will establish an ongoing drug-free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The CITY's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

C. CITY will require that each employee to be engaged in the performance of the Agreement be given a copy of the statement specified in paragraph A.

D. CITY will notify the employee that, as a condition of employment under the Agreement, the employee will:

- (1) Abide by the terms of the statement specified in paragraph A; and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

E. CITY will notify the COUNTY in writing, within ten calendar days after receiving notice under paragraph D from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice to every grant officer or other designee on whose Agreement activity the convicted employee was working.

F. CITY will take one of the following actions, within 30 calendar days of receiving notice under paragraph D, with respect to any employee who is so convicted:

- (1) Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 U.S.C., §§ 701 et seq.), as amended; or
- (2) Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, state, or local health, law enforcement, or other appropriate agency.

G. CITY agrees to make a good faith effort to maintain a drug-free workplace through implementation of paragraphs A, B, C, D, E, and F.

11. Criminal Disclosure

CITY must disclose, in a timely manner, in writing to the COUNTY all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award. Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.338 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR parts 180 and 2424 and 31 U.S.C. 3321.)"

IX. ENVIRONMENTAL CONDITIONS

A. Air and Water

The CITY shall comply with the following requirements insofar as they apply to the performance of this Agreement:

1. Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
2. Federal Water Pollution Control Act, , 33 U.S.C., §§ 1251 *et seq.*, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder, all as may be amended;

3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as may be amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), and Executive Order 11988 relating to the evaluation of flood hazards, prevention, control, and abatement of water pollution, the CITY shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The CITY agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The CITY shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) as applicable and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

X. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not affect the meaning, construction or effect of the terms of this Agreement.

XII. WAIVER

The COUNTY's failure to act with respect to a breach by the CITY shall not constitute or be construed as a waiver of COUNTY'S rights with respect to subsequent or similar breaches. Any delay or failure of the COUNTY to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision, and every power and remedy given by this Agreement

to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

XIII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the COUNTY and the CITY for the CITY's use of funds received under this Agreement and it supersedes all prior and contemporaneous communications and proposals, whether electronic, oral, or written between the COUNTY and the CITY with respect to this Agreement. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

XIV. REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

XV. TIME IS OF THE ESSENCE

Time is of the essence in this Agreement and each covenant and term is a condition herein.

XVI. NONEXCLUSIVE AGREEMENT

CITY understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar work or services as those provided by CITY as the COUNTY desires.

XVII. CALIFORNIA LAW

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

XVIII. EXECUTION OF COUNTERPARTS

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

XIX. AUTHORITY

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

XX. PRECEDENCE

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits to this Agreement, the provisions of the Agreement shall prevail over those in the Exhibits.

[Signatures on Following Page]

IN WITNESS WHEREOF, COUNTY and CITY have executed this Agreement by the respective authorized officers as set forth below to be effective on the date executed by the COUNTY.

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

By: _____
Deputy Clerk

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

By: _____
Deputy Auditor- Controller

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: _____
Deputy County Counsel

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

By: _____
Risk Manager

COUNTY OF SANTA BARBARA:

By: _____
JANET WOLF
Chair, Board of Supervisors

Date: _____

**COUNTY OF SANTA BARBARA, COMMUNITY
SERVICES DEPARTMENT:**
GEORGE CHAPIAN, DIRECTOR

By: _____
Department Head

CITY: CITY OF CARPINTERIA

By: _____
Gregg A. Carty, Mayor

Date: _____

EXHIBIT A

SCOPE OF WORK FOR CDBG CAPITAL PROJECTS

Subrecipient: City of Carpinteria
Project Name: Main Sidewalk In-Fill Project
Project #: 5C01CA

AGREEMENT AMOUNT: \$147,921

INTRODUCTION

This Scope of Work is attached to and incorporated into the Subrecipient Agreement (Agreement) between the County of Santa Barbara (COUNTY) and City of Carpinteria (CITY). The purpose of this Scope of Work is to further describe the project requirements referenced in the Agreement.

1. FEDERAL REGULATORY INFORMATION

- A. CDBG National Objective¹: *Benefit to low- and moderate- income (LMI) persons*

HUD Matrix Code: 03L Sidewalks

Proposed Number of beneficiaries: 1,585

- B. Beneficiaries. Beneficiaries who will benefit from the project are to be counted by the total number of (check one):

☒ PEOPLE: ☐ count person(s) served or ☒ include all members of the family

OR

☐ HOUSEHOLDS (all members of a household are counted as one household)

- C. The Project will be carried out under (check one):

☒ 24 CFR 570.208(a)(1) Area Benefit
List neighborhoods and census tracts in which the Activity will be carried out:

Neighborhoods: City of Carpinteria

Census Tracts: 16.04 Blocks 2,3,and 4

OR

¹ Change to appropriate National Objective if necessary.

- ☐ 24 CFR 570.208(a)(3) Housing
Select which method of income verification that must be used:
☐ Self-Certification. Provide justification for using self-certification.

OR

- ☐ Verification of income per 24 CFR Part 5.609 (referred to as "Part 5")
- Regulation:
<http://www.ecfr.gov/cgi-bin/textidx?SID=fbbbcfc506bcac625699ddd798a0591d&node=24:1.1.1.1.5.6.17.3&rgn=div8>
 - Guidance:
http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/affordablehousing/training/web/calculator/definitions/part5

2. ACTIVITY DESCRIPTION/PERFORMANCE GOALS

A. Scope of Work to be performed

The City of Carpinteria will construct sidewalk facilities around portions of the exterior of Main School at 5200 Eighth St. in the City of Carpinteria. The sidewalk locations are located along the northbound 600 and 700 blocks of Walnut Ave. and the westbound 5200 block of Sixth St. This project will also include placing three curb ramps consistent with current Americans with Disabilities Act (ADA) standards. Some of the proposed sidewalk along Walnut Ave. will include new curb and gutter placed roughly two feet into the existing City roadway shoulder to avoid utility relocations and existing palm trees. The remaining Walnut Ave. portion of new sidewalk, north of the Seventh St. intersection, will be placed roughly five feet behind the existing curb and gutter. Sidewalk placement along Sixth St. will be placed directly behind the existing curb and gutter.

B. Goals and Community Impact

The sidewalk and curb ramps will provide a safe way for all nearby low income persons to connect to services and programs located at Carpinteria's Project at Main.

C. Local Jurisdictions rules and regulations/ADA

CITY agrees that it has read and understands the local jurisdiction's rules and regulations and local codes pertaining to the work and that all work will be permitted with the municipality and completed according to its rules and regulations.

3. REPORTING

Data collection must be completed demonstrating income eligibility and achievements met towards meeting the objectives described in Section 2 Activity Description. The disbursement of funds is contingent upon the receipt of the required information.

OWNER shall submit the following reports to the Division of Housing and Community Development (HCD) using the form provided by HCD and attached as an Exhibit to the Subrecipient Agreement:

- a. Monthly project status report
- b. Completion Report
- c. Annual Report, submitted annually for five years following the completion of the project.

*HCD will provide a form for the collection of beneficiary income and demographic information which includes:

- Unique identifier: Name and address
- Whether the head of household is female and/or disabled
- Whether the head of household is aged 62 years or older
- Total number of household members
- Total income of all household members
- Ethnicity: Hispanic or Latino OR Not Hispanic or Latino of each household member
- The race of each household member: White, Black or African American, Asian, American Indian or Alaska Native, Native Hawaiian or Other Pacific Islander, American Indian or Alaska Native and White, Asian and White, Black or African American and White, American Indian or Alaska Native and Black or African American, Other Multi-Racial.
NOTE: Both ethnicity AND race category must be selected for each household member
- Signature attesting to the accuracy of the information submitted.

4. RECORD-KEEPING AND MONITORING

The SUBRECIPIENT shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of at least four (4) years. The retention period begins on the date of the submission of the COUNTY's annual performance and evaluation report to HUD, as prescribed in 24 CFR 91.520 (See Section VII.B.2 of the Agreement). Files shall be made available to the County, the Department of Housing and Urban Development, the Office of Inspector General, the General Accounting Office, or any other federal regulatory agency, upon request for monitoring purposes.

1. Agreement between County and Owner
2. Draw Requests and supporting documentation
3. Beneficiary Data
4. Annual audits
5. Records of compliance with federal procurement rules when the Owner awards contracts, utilizing CDBG funds, for services, supplies, materials or equipment, that are

in the amount of \$100,000 or more, or when CDBG funds, in any amount, are used for construction activities. SubGrantees should follow their local jurisdictions or State procurement policies; provided that they are not in conflict with applicable federal law. Labor clauses contained in HUD-4010 and the applicable Davis-Bacon wage rate decision must be a physical part of a bid package. 2 CFR 2400

- a. Copies of bid documents
 - b. Copies of contracts
 - c. Copies of all payments and supporting documentation to contractors and vendors
6. Records pertaining to Labor Laws and Requirements
<http://www.hud.gov/offices/adm/hudclips/forms/files/4010.pdf>
7. Davis-Bacon wage rate decisions when project costs are \$2,000 or more
8. Davis-Bacon weekly payroll records, including overtime records
9. Section 3 outreach efforts, for contracts between the County and SubGrantee that are in the amount of \$100,000 or more, and for contracts between the SubGrantee and its sub-contractors that are in the amount of \$200,000 or more
10. Women and Minority Business Enterprise - outreach efforts and records of contracts with woman- and minority-owned businesses
11. Copies of contracts with sub-contractors
12. Records of lead-based paint assessment, abatement and final clearance, if applicable
13. Records of asbestos assessment, abatement and final clearance, if applicable
14. Records of acquisition and/or relocation, if applicable

Exhibit B

BUDGET

1. Project Budget

	COUNTY CDBG	OWNER FUNDS	TOTAL BUDGET
PROFESSIONAL SERVICES			
Design Work	\$12,921.00	\$7,079.00	\$20,000.00
Total Professional Services	\$12,921.00	\$7,079.00	\$20,000.00
CONSTRUCTION			
Fees, Permits, and Inspections	\$ 0.00	\$7,500.00	\$5,000.00
Contractual Construction: Labor, materials, and equipment	\$130,000.00	\$20,000.00	\$150,000.00
Project Management and Oversight	\$5,000.00	\$2,500.00	\$10,000.00
Other Materials	\$0.00	\$0.00	\$0.00
Total Construction Costs	\$135,000.00	\$30,000.00	\$165,000.00
Relocation Costs	\$0.00	\$0.00	\$0.00
TOTAL PROJECT BUDGET	\$147,921.00	\$37,079.00	\$185,000.00

The amounts in each line item may be adjusted with the approval of the County; provided, however, that the total contract amount does not change and the level of environmental review completed for the project is still applicable.

2. Timeline

Item	Milestone	Completion Date
A	Notice to Proceed	November 14th, 2015
B	Pre-construction and Permitting Process	March 14th, 2016
C	Complete Mobilization	March 28th, 2016
D	Begin Construction	March 28th, 2016
E	Complete Construction	May 13th, 2016
F	Final Invoicing Provided by Contractor	May 27th, 2016
G	Final Billing Submitted to CDBG	May 31st, 2016

This timeline may be revised from time-to-time. Revisions or project delays must be communicated to HCD staff. In any event, the project must be completed and all project expenditures reimbursed with CDBG funds by August 31, 2016.

3. Draw Requests

Draw requests must include:

- Expenditure Summary and Payment Request (ESPR) – County form
- Supporting documentation (to include all check items below):

- ☒ Third-party invoices or receipts
- ☒ Proof of payment, such as copies of cancelled checks
- ☒ Lien Waivers
- ☒ Davis-Bacon Certified Payrolls, reviewed and approved by the Subrecipient
- ☒ Payroll records, including timesheets delineating time worked on CDBG-eligible activities and payroll journals showing gross pay and deductions (if salaries are included in the project budget)



City of Carpinteria

COUNCIL AGENDA STAFF REPORT November 23, 2015

ITEM FOR COUNCIL CONSIDERATION

Update of the City's American's with Disabilities Act (ADA) Grievance Procedure.

STAFF RECOMMENDATION

Action Item X ; Non-Action Item ____

Adopt Resolution No. 5633 updating the City's ADA Grievance Procedure

Motion: I move to adopt Resolution No. 5633 updating the City's ADA Grievance Procedure.

DISCUSSION

A City's ADA Grievance Procedure describes the process by which an individual can file a complaint alleging discrimination on the basis of disability in the provision of services, activities, programs or benefits. The City's Personnel Policy governs employment related complaints of disability discrimination.

In an on-going effort to keep its ADA policies current, the City of Carpinteria is updating its ADA Grievance Procedure. The California Joint Powers Insurance Authority has provided a template that is designed to assist member agencies in complying with the ADA, 28 CFR Part 35.107 and Section 504 of the Rehabilitation Act of 1973.

The updated Grievance Procedure will:

- offer a new process for members of the public to file a complaint in lieu of a grievance
- increase the grievance response time from 15 days to 30 days to provide a more realistic timeframe for investigation and response efforts
- reference a formal grievance form

The proposed updated ADA Grievance Procedure (attached) would supersede the current procedure enacted via Resolution No. 4899 in 2004.

ATTACHMENTS

Attachment A, Resolution No. 5633

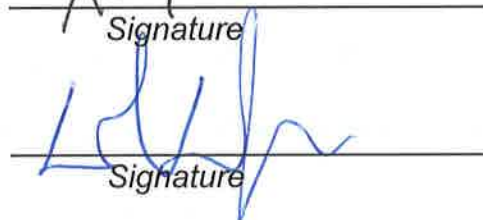
Attachment B, ADA/Section 504 Complaint and Grievance Procedure and Grievance Form

Staff contact: Kevin Silk, Assist. to the City Manager
(805/755-4450 kevins@ci.carpinteria.ca.us)



Signature

Reviewed by: Dave Durflinger, City Manager



Signature

ATTACHMENT A

Resolution No. 5633

RESOLUTION NO. 5633

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF CARPINTERIA UPDATING THE
CITY'S AMERICANS WITH DISABILITIES ACT (ADA)
GRIEVANCE PROCEDURE**

WHEREAS, the City of Carpinteria desires to update its Americans with Disabilities Act (ADA) Grievance Procedure; and

WHEREAS, the updated Complaint and Grievance Procedure is being established to meet the requirements of the ADA and Section 504 of the Rehabilitation Act of 1973; and

WHEREAS, the Complaint and Grievance Procedure may be used by anyone who wishes to file a complaint or grievance alleging discrimination on the basis of disability in the provision of services, activities, programs, or benefits by the City; and

WHEREAS, The City wants to hear concerns and complaints from citizens in order to provide accessible programs, services, and activities.

NOW, THEREFORE, BE IT RESOLVED as follows:

That the City hereby updates its ADA Grievance Procedure form attached as Exhibit I and Exhibit II.

PASSED, APPROVED AND ADOPTED on November 23, 2015, by the following vote:

AYES: COUNCILMEMBER:

NOES: COUNCILMEMBER:

ABSENT: COUNCILMEMBER:

ABSTAIN: COUNCILMEMBER:

ATTEST:

Mayor

City Clerk

I hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of the City of Carpinteria held on November 23, 2015.

City Clerk

APPROVED AS TO FORM:

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

ATTACHMENT B

ADA/Section 504 Complaint and Grievance Procedure and Grievance Form

Exhibit I

City of Carpinteria Complaint and Grievance Procedure

This Complaint and Grievance Procedure is established to meet the requirements of the Americans with Disabilities Act of 1990 (ADA) and Section 504 of the Rehabilitation Act of 1973. It may be used by anyone who wishes to file a complaint or grievance alleging discrimination on the basis of disability in the provision of services, activities, programs, or benefits by the City of Carpinteria. The City of Carpinteria's Personnel Policy governs employment-related complaints of disability discrimination.

The City of Carpinteria wants to hear concerns and complaints from citizens in order to provide accessible programs, services, and activities. A member of the public can contact the City of Carpinteria with a comment, concern, or complaint without filing a formal grievance. A formal grievance can be filed by completing the City of Carpinteria's Grievance Form.

It is preferred that the formal grievance be in writing and contain information about the alleged discrimination such as name, address, phone number of complainant and location, date, and description of the problem. Alternative means of filing complaints, such as personal interviews or a tape recording of the complaint, will be made available for persons with disabilities upon request. If additional accommodations are needed, please contact the ADA Coordinator. The complaint should be submitted by the grievant and/or his/her designee as soon as possible but no later than 60 calendar days after the alleged violation to:

Kevin Silk

ADA Coordinator / Assist. to the City Manager

City Hall, 5775 Carpinteria Ave., Carpinteria, CA 93013

kevins@ci.carpinteria.ca.us

805/755-4450

California Relay Service: dial 711

Within 30 calendar days after receipt of the complaint, Kevin Silk or [his/her] designee will meet with the complainant to discuss the complaint and the possible resolutions. Within 30 calendar days of the meeting Kevin Silk or [his/her] designee will respond in writing, and where appropriate, in a format accessible to the complainant, such as large print, Braille, or audio tape. The response will explain the position of the City of Carpinteria and offer options for substantive resolution of the complaint.

If the response by Kevin Silk or [his/her] designee does not satisfactorily resolve the issue, the complainant and/or his/her designee may appeal the decision within 30 calendar days after receipt of the response to the City Manager or [his/her] designee.

Within 30 calendar days after receipt of the appeal, the City Manager or [his/her] designee will meet with the complainant to discuss the complaint and possible resolutions. Within 30 calendar days after the meeting, the City Manager or [his/her] designee will respond in writing, and, where appropriate, in a format accessible to the complainant, with a final resolution of the complaint.

All written complaints received by Kevin Silk or [his/her] designee, appeals to the City Manager or [his/her] designee, and responses from these two offices will be retained by the City of Carpinteria for at least three years.

Exhibit II

City of Carpinteria

Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973 Grievance Form

Instructions: Please fill out this form completely. A printed or typed response is recommended. Sign and return to the address on last page by email, fax, mail or in person. If you need an accommodation to complete or submit this form, please contact the ADA Coordinator.

1. Complainant: _____

Address: _____

City, State and Zip Code: _____

Telephone: Home: _____ Business: _____

2. Person Discriminated Against: (if other than the complainant): _____

Address: _____

City, State, and Zip Code: _____

Telephone: Home: _____ Business: _____

3. Department or person which you believe has discriminated (if known):

Name: _____

Address: _____

City, State and Zip Code: _____

Telephone Number: _____

When did the discrimination occur? Date: _____

4. Describe the acts of discrimination providing the name(s) where possible of the individuals who discriminated:

5. Have efforts been made to resolve this complaint?

Yes _____ No _____

If yes: what efforts have been taken and what is the status of the grievance?

6. Has the complaint been filed with another bureau, such as the Department of Justice or any other Federal, State, or local civil rights agency or court?

Yes _____ No _____

If yes:

Agency or Court: _____

Contact Person: _____

Address: _____

City, State, and Zip Code: _____

Telephone Number: _____ Date Filed: _____

7. Do you intend to file with another agency or court?

Yes _____ No _____

Agency or Court: _____

Street Address: _____

City, State and Zip Code: _____

Telephone Number: _____

8. Additional comments or information:

Signature: _____ Date: _____

Return to:

Attn: Kevin Silk

ADA Coordinator / Assist. to the City Manager

City Hall, 5775 Carpinteria Ave., Carpinteria, CA 93013

kevins@ci.carpinteria.ca.us

805/755-4450

California Relay Service: dial 711

REFERENCES

Americans with Disabilities Act Title II Regulations, Department of Justice 28 CFR Part 35
§35.107



City of Carpinteria

COUNCIL AGENDA STAFF REPORT November 23, 2015

ITEM FOR COUNCIL CONSIDERATION

Linden Avenue and Casitas Pass Road Interchanges and Via Real Extension

Request by the California Department of Transportation (Caltrans) for approval of development permits to replace the Linden Avenue and Casitas Pass Road US 101 overcrossings, reconfigure the northbound onramps and offramps at Casitas Pass Road, extend the northbound Linden Avenue onramp, rebuild the southbound Linden Avenue offramp, construct four soundwalls along the US 101 corridor, replace the US 101 freeway bridges over Carpinteria Creek and extend Via Real to Casitas Pass Road and Linden Avenue.

STAFF RECOMMENDATION

Action Item X ; Non-Action Item

Adopt Resolution No. 5632 approving a Conditional Use Permit and Coastal Development Permit for Project 09-1522-CUP/CDP for the Linden Avenue and Casitas Pass Road Interchanges and Via Real Extension.

Motion: I move to adopt Resolution No. 5632 to approve Project 09-1522-CUP/CDP granting a Conditional Use Permit and Coastal Development Permit for the Linden Avenue and Casitas Pass Road Interchanges and Via Real Extension and adopt the Findings in Attachment 1, Exhibit A and Conditions of Approval as proposed in Attachment 1, Exhibit C.

PROJECT DESCRIPTION

The Linden Avenue and Casitas Pass Road Interchanges and Via Real Extension consists of replacing both the Linden Avenue and Casitas Pass Road US 101 overcrossings, reconfiguring the northbound on and offramps at Casitas Pass Road, extending the northbound Linden Avenue onramp, rebuilding the southbound Linden Avenue offramp, replacing the US 101 freeway bridges over Carpinteria Creek, constructing four soundwalls along the US 101 corridor and extending Via Real to Casitas Pass Road and to Linden Avenue. The following bulleted summary provides highlights of the major components of the proposal.

- Replace, widen, lengthen and raise the northbound and southbound US 101 Carpinteria Creek Bridges.
- Extend Via Real from the cul de sac at San Roque Mobile Home Park over Carpinteria Creek to Linden Avenue, building a new bridge for Via Real over Carpinteria Creek (including one vehicle travel lane in each direction, one Class II bike path in each direction and a five-foot wide sidewalk on the north side).
- A 535-foot linear section of Carpinteria Creek would be widened to accommodate the US

101 and Via Real bridges over Carpinteria Creek. The width of the channel bottom would be widened from approximately 35 feet to 65 feet. The width between the creek banks would be widened from approximately 110 feet to 140 feet. An estimated 5,000 cubic yards of material would be excavated from the creek channel, including 638 cubic yards of material below the new widened channel. An estimated 4,850 cubic yards of rock slope protection (RSP) would be installed along the restored banks of Carpinteria Creek and in adjacent areas, including approximately 393 cubic yards of RSP below the widened channel.

- Construct a Class I bike lane between Casitas Pass Road and the existing Carpinteria Creek Class I bike lane adjacent to Carpinteria Creek and remove the existing bike path that crosses Carpinteria Creek connecting to the cul de sac terminus of Via Real near Carpinteria Creek Park.
- Reconstruct the US 101 Casitas Pass Road southbound on and offramps. Remove the existing Casitas Pass Road northbound on and offramps and build new northbound on and offramps to be accessed from the Via Real frontage road extension. Install signals at the intersections of Via Real and the US 101 northbound Casitas Pass Road on and offramps, Casitas Pass Road and Via Real, and Casitas Pass Road and the southbound US 101 on and offramps.
- Replace the Casitas Pass Road US 101 overcrossing with a five-lane bridge structure including bike lanes and sidewalks on both sides. The overcrossing would initially include a planted median in the center lane leaving four lanes for vehicle traffic; the center planted median could be removed to accommodate future traffic volumes, if necessary, to be replaced by a two-way left turn to facilitate northbound and southbound US 101 on-ramp turning movements.
- Remove the existing US 101 southbound offramp and build a new southbound offramp at Linden Avenue. Remove the existing US 101 northbound Linden onramp and build a new roundabout, including the new northbound onramp as one of the four legs. Reconfigure Ogan Road to form a third connection to the new roundabout, located on its northeastern side. Install signals at the intersections of Linden Avenue and Ogan Road, and Linden Avenue and the southbound US 101 offramp.
- Replace the US 101 Linden Avenue overcrossing with a three-lane bridge structure, including bike lanes and sidewalks on both sides.
- Relocate the existing aboveground sewer line at Carpinteria Creek 20 feet below the creek bed parallel to Via Real.
- Construct the following soundwalls:
 - Soundwall B-4 along northbound US 101, between Via Real and US 101 from the existing soundwall to the new Linden Avenue northbound onramp;
 - Soundwall B-7 along southbound US 101, between Church Lane and Vallecito Road;
 - Soundwall B-2 along northbound US 101, between Linden Avenue and Franklin Creek Bridge;
 - Soundwall B-9 along southbound US 101, between Franklin Creek and the end of the existing soundwall along the Linden Avenue southbound offramp.

The project objectives are to improve access and operations at the two interchanges, improve operations on US 101, reduce the use of US 101 for local trips, and improve local vehicular, bicycle, transit and pedestrian circulation from areas north of US 101 to areas south of US 101, including the downtown and coastal recreation areas. The cost of the project is estimated at approximately \$75

million. The project is fully funded by the State Transportation Improvement Program (STIP), and administered by the Santa Barbara County Association of Government (SBCAG), the regional transportation planning authority for Santa Barbara County.

BACKGROUND

US 101 improvements have been the subject of many City meetings and discussions since the 1970s. In the early 1990s, Caltrans began preparing to widen US 101 from Santa Barbara to Ventura and SBCAG started accumulating STIP funds. Eventually, the proposals were dropped due to substantial community opposition. In 1995, SBCAG worked with the Santa Barbara County south coast local agencies to reallocate STIP funding. At the request of the City of Carpinteria, \$16 million was programmed for the Linden Avenue and Casitas Pass Road Interchanges. The remainder of the STIP funds were used for various US 101 operational improvements and the "101 In Motion" study.

The purpose of the 101 In Motion study was to develop an action plan for addressing US 101 congestion. The objectives were to start with as wide a range of ideas as possible, develop feasible alternatives, select a preferred package of solutions and then create an action plan. To prepare the study, SBCAG established a technical advisory group and held numerous community workshops. The study also included extensive data collection such as traffic volumes, truck volumes, collision data and rates, population, employment, housing and land use data, economic data including goods movement and air quality. SBCAG presented the 101 In Motion Study to the Carpinteria City Council in October 2005. The 101 In Motion effort culminated with the production of a final report in 2006. Several improvements to the US 101 corridor were recommended, including transit, carpools, commuter rail service and improvement to US 101 including improved interchanges and freeway lanes. One key element was to "Add A Lane and A Train," a reference to the need to increase both freeway and transit capacities through the US 101 corridor between Ventura and Santa Barbara. While the 101 in Motion Study was being completed, preliminary design on the Linden Avenue and Casitas Pass Road Interchanges began.

Throughout the 2000s, the City and Caltrans worked together to examine 17 project alternatives for the replacement of the Linden Avenue and Casitas Pass Road interchanges. The alternatives included many different interchange configurations. Eventually, four viable alternatives were studied in an environmental document. A comprehensive Environmental Impact Report (EIR) commenced in 2008 and was completed by Caltrans in July of 2010. The discussion below describes the development review process milestones accomplished for the project since the Council's last review in June 2015.

June 22, 2015 (City Council)

The City Council approved the Local Coastal Program Amendments for submittal to the California Coastal Commission and conceptually approved the CUP/CDP for the Linden Avenue-Casitas Pass Road Interchanges and Via Real Extension.

July 27, 2015 (City Council)

The Council adopted Ordinance No. 703 on first reading for the changes to Title 14 Zoning of the Carpinteria Municipal Code and directed staff to submit the ordinance to the Coastal Commission for consideration as part of the LCPA.

September 23, 2015 (Pacific Village and Cameo Road Meetings)

Residents of the Pacific Village and Cameo Road neighborhoods have expressed concerns throughout the review process regarding potential noise increases associated with the project. Caltrans and City staff have been working to address these concerns, including the design and evaluation of various noise control features. For the Pacific Village neighborhood, Caltrans investigated the extension of the proposed Via Real soundwall westward to provide potential sound attenuation for the neighborhood. For the Cameo Road neighborhood, the City proposed a solid privacy wall along the northern property boundary of the former Whitney parcel.

For soundwalls proposed by Caltrans, there is a voting process for the property owners who would be protected by the wall. At the Pacific Village neighborhood meeting, Caltrans presented a proposal to extend the 12-foot high Via Real soundwall an additional 200 feet to the west, nearing the Linden Avenue onramp roundabout. In soundwall voting, four of seven postcards were returned with "yes" votes; there were no "no" votes.

The sound study performed for the EIR concluded there would not be a significant increase in noise levels in the Cameo Road neighborhood as a result of the project. However, because the Whitney parcel is being converted from a private property to a public property, the City proposes a privacy wall along the northern Whitney Site property boundary to ensure the residential properties are protected from any adverse impacts associated with a community garden and orchard. At the meeting with the Cameo Road residents, Caltrans presented information about the proposed privacy wall, including height (measured from the Whitney Site ground elevation) and effectiveness of the wall in shielding the Cameo Road residences from traffic noise along US 101 and Via Real, in addition to its primary function to provide for security and privacy from the future community garden use. While the residents appreciated that the wall would provide security and reduce noise, some were still concerned about the project in general, and specifically about the visual and shade impacts to their backyards.

October 6, 2015 (Coastal Commission)

The Coastal Commission approved the LCPA with suggested modifications to clarify that the bikepath/trails projects were to be open to the public prior to completion of the associated roadway projects.

October 12, 2015 (City Council)

The City Council accepted the Coastal Commission's suggested modifications to the LCPA and transmitted Resolution No. 5629 to the Coastal Commission Executive Director. At this meeting, the Council also approved a revised version of Ordinance No. 703 on first reading.

October 26, 2015 (City Council)

The Council adopted Ordinance No. 703 on second reading.

November 4, 2015 (Coastal Commission)

The Coastal Commission concurred with the Executive Director's determination of legal adequacy with respect to the City Council Resolution acknowledging receipt, acceptance and agreement by the City to accept the suggested modifications for the LCPA.

DISCUSSION

The Carpinteria Municipal Code (§14.62.030, Conditional Uses) requires that public improvements obtain a Conditional Use Permit (CUP). Because the project is located within the Coastal Zone, a Coastal Development Permit (CDP) is also required. Both of these permits are discretionary in nature, with the Planning Commission having decision making authority. However, because the project also involved a Local Coastal Program Amendment that is under the jurisdiction of the City Council, the Planning Commission's action was to make a recommendation to the City Council for conceptual approval on the CUP and CDP. Final action on the CUP and CDP can now be taken since the Local Coastal Program Amendments were certified by the California Coastal Commission on November 4, 2015.

Once the CUP and CDP are finally approved but before a grading permit is issued to Caltrans, the ARB will review final design plans to ensure conformance with the preliminary design recommendations granted for the project in 2013, as well as reviewing any additional project changes that may need to be incorporated into the final approval.

ENVIRONMENTAL

To satisfy environmental review requirements under the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA), a combined Environmental Impact Report (EIR) / Finding of No Significant (FONSI) was prepared for this project by the State of California Department of Transportation (Caltrans) as the lead agency. The EIR found the potential for significant impacts in the areas of Land Use, Parks and Recreation, Water Quality/Storm Water Runoff, Noise, Biological Resources (natural communities, wetland, wildlife habitat, endangered species), Aesthetics, Paleontology, Cultural Resources, Traffic (short-term construction) and Air Quality (short-term construction). With incorporation of identified mitigation measures, all of these impacts would be reduced to a less than significant level.

The Draft EIR/FONSI was available for public review from December 22, 2008 to February 14, 2009. A public hearing on the document was held at the Canalino Elementary School on January 22, 2009. The City of Carpinteria provided comments on the Draft EIR, principally in the issue areas of Land Use (need for LCPA); parks and recreation (impacts to Carpinteria Creek Park from Via Real location); agriculture (policy conflicts and need to mitigate loss of agriculture land); transportation (the need for four lanes on Linden Avenue and five lanes on Casitas Pass Road and short-term construction impacts); biological resources (mitigation consistent with Local Coastal Program and Coastal Act); visual/aesthetics (insufficient level of detail in the analysis); stormwater quality (permanent controls for operational effects); air quality (short term construction emissions); and noise (schedule restrictions and a contact person for complaints). Based on the City and other agency comments received during the public review period, changes were made to the EIR/FONSI.

The Final EIR/FONSI was adopted by Caltrans on July 20, 2010. Chapter 3 of the EIR /FONSI addresses environmental analysis to satisfy CEQA; Chapter 3 of the Final EIR/FONSI is included in Attachment 1, Exhibit D of this staff report. Appendix D of the Final EIR/FONSI (Minimization and/or Mitigation Summary) is also included in Attachment 1, Exhibit D.

Subsequent to the finalization of the EIR, revisions to the proposed project design were accomplished to: 1) reduce the Linden Avenue overcrossing from four lanes to three; 2) develop Casitas Pass Road overcrossing initially with four travel lanes and a center planted median, allowing conversion to a five-lane facility in the future upon removal of the planted median, if necessary; 3) shifting the original alignment for the Via Real segment over Carpinteria Creek to bring it closer to

the US 101 alignment; and 4) reconfiguration of several soundwalls. Caltrans prepared an Addendum to the Final EIR/FONSI, dated March 26, 2015. Caltrans concluded in the Addendum that no new significant impacts would occur with the proposed project revisions, and that no new mitigation measures would be required. The CEQA statute does not require public review of an Addendum that meets these criteria. The Addendum is included as Attachment 1, Exhibit E.

As part of any action approving this project, the City, as a responsible agency, must accept the Caltrans Final EIR/FONSI and Addendum prior to final action on the Conditional Use Permit and Coastal Development Permit. Mitigation measures in the EIR and Addendum to address potentially significant environmental impacts have been incorporated as conditions of project approval (Attachment 1, Exhibit C). The documents were previously transmitted to the City Council in June 2015 and are available for review at City Hall.

POLICY CONSISTENCY

Transportation/Circulation

The Linden Avenue and Casitas Pass Road Interchanges project was included in the 2003 (current) City of Carpinteria General Plan/Local Coastal Land Use Plan. The Plan includes policies supportive of rebuilding several US 101 interchanges within the City, including those at Linden Avenue and Casitas Pass Road. For this project, the Project Development Team, including Caltrans, the City of Carpinteria and SBCAG, identified the following five project objectives as part of the initial planning efforts:

- Improve access to and operations at the Linden Avenue and Casitas Pass Road Interchanges;
- Improve operations on US 101;
- Reduce the use of US 101 for local trips;
- Improve local vehicular circulation, including connectivity on Via Real; and
- Improve local bicycle and pedestrian connectivity.

These project objectives are consistent with the City's Objectives and policies in the Circulation Element which state:

Objective C-1: *To improve the community's ability to access US 101 and areas north of the freeway through improvement of interchanges.*

Policy C-1a: *Continue coordination and collaboration with the County of Santa Barbara and Caltrans through SBCAG to improve freeway accessibility and to resolve circulation problems in inland areas.*

Policy 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.*

Policy C-1c: *The City will endeavor to work with Caltrans to resolve freeway access, interchange development and noise attenuation problems as they affect the community.*

Policy C-1d: *The City shall work closely with Caltrans to assure improvements to freeway interchanges and overpasses compliment the small town quality and charm of the City. Conventional methods for improving level of service such as widening of overpasses for independent turning lanes and signalization of intersections should be avoided if possible in favor of improvements consistent with the existing small town character and charm. Improvements required as a result of a development project shall also be consistent with this policy.*

C-3f. *Improve travel characteristics of the city's circulation plan by:*

- *planning and developing a continuous and direct east/west surface street route north of and parallel to Highway 101 to improve the efficiency of local traffic circulation [5-15 years]*
- *considering the westerly extension of Via Real to Casitas Pass Road and from Vallecito to Linden;*
- *prioritizing maximum protection for coastal waters, ESHA and agricultural resources in considering potential road extensions.*

The General Plan, in consideration of the above policies for all of the US 101 interchanges within the City, proposes the following for the Linden Avenue and Casitas Pass Road Interchanges:

- *Reconfiguration and reconstruction of the Linden Avenue/US 101 Interchanges, including the addition of southbound onramps and northbound offramps, installation of traffic signals and widening of the overpass.*
- *Reconfiguration and reconstruction of the Casitas Pass Road/US 101 Interchange, construction of turn lanes, installation of traffic signals and upgrades of the on- and offramps.*

In addition to the General Plan objectives and policies regarding freeway corridor improvements, Policy 3-Cf discusses improvements to travel characteristics of the City's circulation plan by directing the consideration of a continuous and direct east/west surface street north of and parallel to US 101 to improve local traffic circulation. The Plan goes on to state that a westerly extension of Via Real to Casitas Pass Road and from Vallecito Road to Linden Avenue should also be considered.

Using the above policies, the City has been able to work with Caltrans to evolve the project design in a manner that ensures greater consistency with the goals and objectives of the General Plan. Some of the important revisions that have been brought about in the project design are summarized below.

Linden Avenue Overcrossing

In response to concern expressed regarding the need for a four-lane overcrossing at Linden Avenue, Caltrans more fully investigated traffic and circulation, alignment and connection with existing roadway facilities, and constructability for a three-lane configuration of the Linden Avenue overcrossing. Caltrans was able to conclude that a three-lane configuration for the Linden Avenue overcrossing would be feasible, and would meet traffic and circulation performance standards adopted by the City (level of service "C"). The three-lane configuration is more in keeping with the small town character of Carpinteria and significant traffic growth on the Linden Avenue Overcrossing is not anticipated given existing land use patterns and zoning and Coastal Act restrictions that constrain development and therefore future traffic growth in the area. Also, Linden Avenue will not become a full-service interchange and will still only provide one northbound ramp (onramp) and one southbound ramp (offramp). Refer to Attachment 1, Exhibit B for the Linden Avenue overcrossing design plans.

Via Real Extension

The originally proposed alignment for the Via Real extension between San Roque Mobile Home Park and Casitas Pass Road was located a substantial distance north of the US 101 corridor. Due to impacts on riparian resources (Carpinteria Creek), agriculture (former Whitney parcel) and parks and recreation (Carpinteria Creek Park), City and Coastal Commission staff requested that this segment be restudied. An alternate alignment was designed to relocate the roadway close to US

101. Preliminary review of the comparative environmental effects indicates the new alignment would reduce the level of environmental impacts on most resources. The current project design incorporates the Via Real alignment close to US 101. Refer to Attachment 1, Exhibit B for Via Real design plans.

Elevation of Freeway Overcrossing Structures

Linden Avenue and Casitas Pass Road Overcrossings do not currently meet minimum vertical clearance standards for vehicles traveling on US 101 and must therefore be reconstructed with greater vertical clearance. The original design for these overcrossings was of concern to the community in terms of increased visibility and change in character when viewed from local roads. Working with direction from the ARB and comments from the public, Caltrans was able to reduce the height of the proposed overcrossings for Linden Avenue and Casitas Pass Road. Lowering the overcrossings is more in keeping with the character of the community. Refer to Attachment 1, Exhibit B for overcrossing elevations.

Via Real Soundwall

Noise studies performed for the EIR concluded that residents along portions of Via Real would be exposed to project-related freeway noise that merits installation of a soundwall. The location of the soundwall presented in the EIR was generally along the north side of Via Real (between Via Real and the rear yards of residences adjacent to Via Real). This configuration required openings at residential street intersections with Via Real, reducing the overall effectiveness of the soundwall. Some residents inquired about the possibility of moving the wall between US 101 and Via Real; Caltrans was able to determine a soundwall at this alternate location would be feasible. Staff believes the soundwall location along the freeway right-of-way is more appropriate and more effective, with regard to acoustic performance and reduction in visual impacts to individual property owners. The ARB recommendation for preliminary design approval includes the location of Soundwall B-4 along the freeway right-of-way. In response to comments from residents of Pacific Village, this 12-foot high Via Real soundwall has been extended an additional 200 feet to the west, nearing the Linden Avenue northbound onramp roundabout. A meeting with the Pacific Village residents was held on September 23rd to discuss the proposed extension of soundwall B-4 and the noise reduction benefits. Most all of the residents were pleased with the solution. In soundwall voting, four of seven postcards were returned with "yes" votes; there were no "no" votes. Because the voting concluded in a simple majority in favor of the wall, Caltrans will construct this wall to include the 200-foot westward extension. Refer to Attachment 1, Exhibit B for soundwall plans.

Nipomo Drive Soundwall

Noise studies performed for the South Coast High Occupancy Vehicle (HOV) Lanes EIR concluded that residents in the Nipomo Drive neighborhood would be exposed to project-related freeway noise that merits installation of a soundwall. After discussion between the project development teams for Linden - Casitas and the South Coast HOV Lanes, it was decided to move construction of this soundwall into the Linden - Casitas project. Soundwall B-2 (between the northbound Linden Avenue onramp and the Nipomo Drive neighborhood) is now proposed as an integral component of the Linden - Casitas Interchanges Project. Caltrans has indicated it is feasible to construct this soundwall fairly early in the project, which would both lessen the existing freeway noise in the Nipomo Drive neighborhood and provide protection for the neighborhood against short-term construction noise.

Cameo Road Privacy/Security Wall

Noise studies performed for the EIR concluded that residents of the Cameo Road neighborhood north of the former Whitney property would not be exposed to project-related freeway noise that would merit installation of a soundwall. However, with the development of the Casitas Pass Road US 101 northbound freeway on and offramps and Via Real Extension on the southern portion of the Whitney property, some increase in traffic noise is anticipated for this neighborhood. In addition, limited additional noise sources could be associated with future community gardening activities on the remainder of the Whitney property. For these reasons, the City is requiring a solid masonry wall approximately six to eight feet in height along the northern boundary of the Whitney property, to be funded and built as part of improvements identified under the Agriculture Preservation Program included with the LCPA. This privacy wall would reduce noise levels from existing and/or future traffic noise by up to 10 dBA and would create a solid barrier between the existing residences and the future community garden that will be open to the public. A meeting with the Cameo Road residents was held on September 23rd to present information about the wall. While the residents appreciated that the wall would reduce noise and provide security, some were still concerned about the project in general, and specifically about the visual and shade impacts to their backyards.

Noise Attenuating Pavement Surface

The last project component related to overall sound reduction from long term project operation is the incorporation of a noise attenuating pavement surface. Use of this pavement can deliver up to three dBA of noise attenuation at freeway driving speeds.

Traffic Signals

At least one Circulation Element policy stipulates that freeway interchanges should avoid conventional methods of increasing capacity such as widening for independent turn lanes and signalization in favor of methods that preserve the charm of the City. A roundabout has been incorporated into the northbound Linden Avenue interchange as a "non-conventional" means of improving traffic flow between the overcrossing and the connecting local streets. The traffic study for the project indicates traffic signals are required at the following project intersections: 1) Linden Avenue southbound offramp/Linden Avenue; 2) Ogan Road Extension/Linden Avenue; 3) Casitas Pass Road southbound on/offramps; 4) Northbound on/offramps at Via Real; and 5) Casitas Pass Road/Via Real. The signals, in part, minimize the number of total travel lanes required on the overcrossings. The Public Works Director supports the incorporation of traffic signals at these intersections to reduce traffic congestion during peak hours and to maintain safety on US 101 by avoiding cars stacking on the offramps.

Casitas Pass Road Overcrossing

The initial configuration for the Casitas Pass Road overcrossing included six travel lanes and a bike lane and sidewalk on both sides. At the request of City staff, Caltrans performed a sensitivity analysis and was able to reduce the number of travel lanes to five. However, concerns over the scale of the overcrossing continued.

Casitas Pass Road is one of the few full freeway interchanges in Carpinteria, and will continue to provide onramp and offramp access for US 101 in both the northbound and southbound directions. Because of this, the capacity of the overcrossing must meet projected growth not only on the Carpinteria roadway system, but also on the regional freeway system. Through review of the traffic studies, Caltrans determined that five lanes would be necessary to meet traffic and circulation performance standards adopted by the City (level of service "C").

Because of concern that remained regarding the five-lane configuration, Caltrans and City staff continued studying an alternate four-lane configuration to determine capacity to meet City circulation standards. Caltrans and City staff concluded that, should future regional growth occur as projected, the capacity of the five-lane configuration would ultimately be required. Caltrans engineers then identified a solution that involves construction of the overcrossing with adequate width to accommodate five vehicle travel lanes, but with an alternative to initially construct a center landscaped median in the space of the future fifth lane. The planted median would enhance the aesthetics of the overcrossing for local travelers as well as for US 101 travelers who would be able to view the taller tree elements. If future growth does not meet expectations, and the capacity afforded by the fifth travel lane is not needed, the center landscaping would remain permanently. If future growth meets projections, the center landscaping could be removed to construct the center travel lane. This design was supported by the DRT.

Policy C-3h: *Require all new projects to demonstrate safe traffic flow integration with the Master Plan of Streets as well as street drainage improvements function. This shall include construction traffic and the designation of construction routes.*

The proposed improvements are designed to enhance local circulation via increased capacity of the overcrossings and to enhance safety and transportation circulation between US 101 and local streets. Mitigation measures in the EIR, adopted as conditions of approval, require temporary traffic controls during construction and a Traffic Management Plan (TMP) to avoid short-term traffic and circulation impacts during construction.

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

Policy C-8a: *Integrate the development of bicycle routes and pedestrian pathways in additional areas of the city, and encourage the utilization of such routes for commuting as well as recreational purposes.*

Policy C-8d. *Encourage integration of the city's bicycle routes with state and countywide programs.*

Policy C-8h. *Encourage a bike trail link from Carpinteria to Summerland along the railroad right of way and a coastal link to Ventura paralleling U.S. 101.*

The project includes enhancements to the bicycle and pedestrian circulation system within Carpinteria including:

- Bike lanes (five-foot width) on both sides of Linden and Casitas Pass overcrossings;
- Sidewalks (eight-foot width) on both sides of Linden and Casitas Pass overcrossings;
- All-weather bike path along Carpinteria Creek, under US 101;
- Bike lane along the north side of Via Real.

These enhancements would benefit Carpinteria and substantially improve local access via alternative transportation modes from areas north of US 101 to the downtown and beach areas of the City south of US 101. In addition, the LCPA includes a requirement for the construction of the Rincon Trail. The Rincon Trail must be completed and open to the public prior to completion of the Linden Avenue and Casitas Pass Road Interchanges. The Rincon Trail would close a gap in the coastal bike system, allowing cyclists to navigate from Ventura to Carpinteria completely on a dedicated bike path. Use of this route would serve recreational purposes as well as provide a commuting alternative to single passenger automobile travel in the adjacent US 101 corridor.

Objective C-9: *Promote the use of public transit systems that provide mobility to all city residents and reduce automobile congestion within the capabilities of the community.*

Policy C-9a. *Continue cooperation with the Santa Barbara Metropolitan Transit District (SBMTD), Caltrans and other transportation agencies, in order to assure that all City residents have adequate access to public transit as an alternative to the automobile.*

Policy C-9b. *Develop the circulation system in a manner that will maximize route efficiency for transit lines within the city.*

The extension of Via Real as a continuous frontage road along the north side of US 101 would increase the feasibility for MTD to provide bus service for neighborhoods north of US 101, thereby improving local transit within Carpinteria and the region.

Policy C-9m. *Work with SBCAG's Traffic Solutions program to promote and educate citizens and employers about alternative transportation including bicycling, carpooling, vanpooling, buses, telecommuting, staggered start/stop times, compressed work weeks, and other alternatives as they are developed.*

SBCAG is a partner in the Linden Avenue and Casitas Pass Road Interchanges project. A mitigation strategy requires a Traffic Management Plan (TMP) for construction; SBCAG's Traffic Solutions played a key role in the design and implementation of the TMP for the Ventura to Santa Barbara County HOV Lanes and would do so with this project as well. Many of the altered transportation habits of commuters adopted during the construction process as part of the Traffic Solutions efforts would be anticipated to endure beyond completion of project construction.

Agriculture

Land Use Element

LU-1d. *Ensure that the type, location and intensity of land uses planned adjacent to any parcel designated open space/recreation or agriculture (as shown on Figure LU-1) are compatible with these public resources and will not be detrimental to the resource.*

The proposed extension of Via Real would convert less than five acres of an existing 8.95-acre agricultural parcel. Via Real would comprise a local frontage road to include Class I bicycle/pedestrian paths. The approved Local Coastal Program Amendments are designed specifically to accommodate the Linden Avenue / Casitas Pass Road Interchanges, including a land use redesignation from Agriculture to Transportation Corridor for land encompassing the Via Real extension and a requirement for permanent preservation of the remaining 3.95 acres of the Whitney parcel for agriculture. Approval of the LCPA therefore ensures protection of the remaining agriculture resource. A local road and an adjacent Class I bicycle lane would be compatible with, and not detrimental to, continued agricultural and educational uses on the remainder of the agricultural land. Stormwater best management practices would be installed on all paved surfaces adjacent to the remainder parcel to protect it from stormwater runoff.

LU-5a. *The City shall continue to give priority to agriculture, coastal-dependent industry and visitor-serving commercial recreational facilities designed to enhance public opportunities for coastal recreation over residential, general industrial, or general commercial development.*

The approved Local Coastal Program Amendments include a land use redesignation from Agriculture to Transportation Corridor for less than five acres of an existing 8.95-acre agricultural parcel to accommodate development of Via Real and the Casitas Pass Road northbound interchange. The Via Real extension would provide more direct vehicular access from existing

residences to coastal recreation areas, as well as enhancing bicycle and pedestrian access to coastal areas via the Class I bike path. With regard to prioritizing agriculture, the Local Coastal Program Amendments include an agriculture preservation program that: permanently preserves the remaining 3.95-acre portion of the former Whitney parcel for agriculture and education; establishes and maintains a community garden system; and enhances agriculture and gardening education in the local schools. Finally, the Amendments include a requirement to complete construction of the Rincon Trail before completion of the Via Real extension. The approved LCPA therefore ensures prioritization of both agriculture (agriculture preservation program) and coastal recreation (development of the Rincon Trail) to balance the conversion of up to five acres of agricultural land.

California Coastal Act

Coastal Act §30241. *The maximum amount of prime agricultural land shall be maintained in agricultural production to assure the protection of the areas' agricultural economy, and conflicts shall be minimized between agricultural and urban land uses through all of the following:*

- (a) *By establishing stable boundaries separating urban and rural areas, including, where necessary, clearly defined buffer areas to minimize conflicts between agricultural and urban land uses.*
- (b) *By limiting conversions of agricultural lands around the periphery of urban areas to the lands where the viability of existing agricultural use is already severely limited by conflicts with urban uses or where the conversion of the lands would complete a logical and viable neighborhood and contribute to the establishment of a stable limit to urban development.*
- (c) *By permitting the conversion of agricultural land surrounded by urban uses where the conversion of the land would be consistent with Section 30250.*
- (d) *By developing available lands not suited for agriculture prior to the conversion of agricultural lands.*
- (e) *By assuring that public service and facility expansions and nonagricultural development do not impair agricultural availability, either through increased assessment costs or degraded air and water quality.*
- (f) *By assuring that all divisions of prime agricultural lands, except those conversions approved pursuant to subdivision (b), and all development adjacent to prime agricultural lands shall not diminish the productivity of prime agricultural lands.*

The Via Real extension would convert less than five acres of an existing 8.95-acre agricultural parcel to transportation uses. Via Real is planned in the Circulation Element as a continuous frontage road along the north side of US 101 from Casitas Pass Road to Linden Avenue, optimizing circulation between land uses north of US 101 and lowering dependency on the freeway system for local trips. The following discussion is provided regarding each of the lettered considerations above.

- (a) The subject agricultural parcel is surrounded by urban (non-agricultural) uses: US 101 is located to the south; Casitas Pass Road is located to the west; approximately 45 single family dwellings are located to the north; and a riparian corridor and community park are located to the east. Surrounding land uses in the vicinity include a mobile home park, single-family residences and commercial properties south of US 101.
- (b) The conversion of agricultural land is necessary to accommodate the extension of Via Real and the reconstruction of the Casitas Pass Road Interchange. The proposed location of these roadway improvements has been contemplated in the City's General Plan Circulation Element as referenced in Policy C-3f. This is the only feasible route to connect the current western terminus of Via Real to Casitas Pass Road and provide a local through access road in the City and the

only feasible location for the interchange that achieves the required on and offramp configurations.

(c) The subject agricultural property is located in an urban area, surrounded by urban (non-agricultural) uses on all four sides. There are no immediately adjacent properties zoned or used for agricultural purposes.

(d) It is not possible to extend Via Real in a logical manner, which completes the programmed Circulation Element Roadway Network, without converting some land now designated for agriculture.

(e) The extension of Via Real is designed to physically remove from agricultural production the smallest practical area; the Agriculture Preservation Program included in the approved LCP Amendments would permanently preserve the remainder of the parcel for agricultural purposes, including community garden and agriculture education uses. Mandatory storm-water pollution prevention components and measures would prevent water quality impacts from the Via Real extension on the remainder portion of the subject agriculture parcel.

(f) The conversion of a portion of the former Whitney property from agriculture to a roadway with a sidewalk and Class I bike path completes a logical and viable neighborhood transportation corridor and does not threaten the existing stable limit to urban development defined as the City boundary. Additionally, the Agriculture Preservation Program included in the LCPA would preserve the remainder property for agriculture in perpetuity.

Coastal Act §30242. *All other lands suitable for agricultural use shall not be converted to nonagricultural uses unless (1) continued or renewed agricultural use is not feasible, or (2) such conversion would preserve prime agricultural land or concentrate development consistent with Section 30250. Any such permitted conversion shall be compatible with continued agricultural use on surrounding lands.*

The proposed Via Real extension would convert approximately five acres of an existing 8.95-acre agricultural parcel to transportation uses. The agricultural land to be converted is surrounded by urban land uses (see §30241(c) above); immediate proximity to residences, in particular, has a negative influence on the overall viability of potential intensive agriculture uses such as row crops. The conversion of up to five acres of agriculture for use as a transportation corridor would not be incompatible with the remaining agricultural parcel, which is required under the approved LCPA to be permanently preserved via recordation of an Agricultural Conservation Easement. Despite permanent preservation of the approximately 3.95-acre remainder parcel for agriculture and related education purposes, approximately five acres of agriculture land would be converted to non-agricultural uses; the conversion would not precisely meet standard (1) or (2) above, without additional elements designed to achieve preservation of existing agricultural land in the Carpinteria Valley. To achieve compliance with the requirement to preserve agriculture land, the approved LCP Amendments include a comprehensive Agriculture Preservation Program.

Coastal Act §30250. *(a) New residential, commercial, or industrial development, except as otherwise provided in this division, shall be located within, contiguous with, or in close proximity to, existing developed areas able to accommodate it or, where such areas are not able to accommodate it, in other areas with adequate public services and where it will not have significant adverse effects, either individually or cumulatively, on coastal resources. In addition, land divisions, other than leases for agricultural uses, outside existing developed areas shall be permitted only where 50 percent of the usable parcels in the area have been developed and the created parcels would be no smaller than the average size of surrounding parcels.*

The development of Via Real would result in a division of the existing 8.95-acre agricultural parcel into two parcels of approximately five acres (TC) and 3.95 acres (AG). The remainder agricultural parcel would be larger in size than the adjoining residential parcels, and is suitable for continuation of the avocado orchard, a new community garden and agriculture education programs. Under the approved LCPA, the agricultural parcel would be permanently preserved via a conservation easement restricting future uses to agriculture. The subject parcel is located within the City and is contiguous with areas developed and zoned for urban uses. Given the existing street network and Circulation Element policies, the extension of Via Real and creation of pedestrian and bicycle amenities completes a logical development of public facilities.

Open Space, Recreation & Conservation Element

Objective OSC-1: *Protect, preserve and enhance local natural resources and habitats.*

Objective OSC-3: *Preserve and restore wetlands such as the Carpinteria Salt Marsh.*

The approved LCP Amendments designed to accommodate the Linden Avenue and Casitas Pass Road Interchanges include the addition of Objective OSC-3e, as follows:

OSC-3e. *For the following projects: 1) Linden Avenue and Casitas Pass Road Interchanges and Via Real Extension Improvements; 2) South Coast High Occupancy Vehicle (HOV) Lanes; and 3) Santa Claus Lane Bike Path (within Carpinteria), new development in wetland or within the required 100-foot wetland buffer may be permitted in accordance with all of the following requirements and all other development policies and provisions of the LCP.*

- a. *New development shall be sited and designed to avoid fill or other impacts to wetland. If there is no feasible alternative that can eliminate all impacts, then the alternative location and design for each of the four projects that would result in the fewest or least significant impacts shall be selected. Impacts to wetland that cannot be avoided through the implementation of siting and design alternatives shall be fully mitigated, with priority given to on-site mitigation. Off-site mitigation measures may be approved when it is not feasible to fully mitigate impacts on-site, or where greater habitat value can be achieved or wider wetland buffer can be provided in an off-site wetland restoration or enhancement project. Mitigation shall not substitute for implementation of the project alternative that would avoid impacts to wetland.*
- b. *New development shall be sited and designed to provide a minimum 100-foot setback/buffer strip in a natural condition along the upland limits of wetland. If there is no feasible alternative that can provide a buffer of 100 feet, then the alternative that would provide the widest buffer shall be selected. Impacts to wetland resulting from a reduced buffer width shall be fully mitigated. Mitigation shall not substitute for implementation of the project alternative that would provide the required wetland buffer.*
- c. *All new development shall protect post-construction coastal water quality by including the following:*
 1. *emphasize runoff management in site design;*
 2. *preferentially use Low Impact Development strategies;*
 3. *maximize the use of structural and operational Source Control BMPs;*
 4. *prioritize the use of biologic, soil-based Treatment Control BMPs;*
 5. *avoid adverse runoff impacts to ESHA and wetland; and*
 6. *design and manage development to minimize hydromodification, as appropriate.*

The approved LCP Amendments designed to accommodate the Linden Avenue and Casitas Pass Road Interchanges also include revision of OSC-3 Implementation Policy 12, as follows:

12. *Maintain a minimum 100-foot setback/buffer strip in a natural condition along the upland limits of all wetland. No structures other than those required to support light recreational, scientific and educational uses shall be permitted within the setback, where such structures are consistent with all other wetland development policies and where all feasible measures have been taken to prevent adverse impacts. The minimum setback may be adjusted upward to account for site-specific conditions affecting avoidance of adverse impacts.*

A minimum wetland buffer of 35 feet from structures, and 25 feet from fencing is allowed for the existing retention basin/drainage pond on the Ellinwood site (APN 004-013-026). The retention basin/drainage pond on this site shall be maintained only in accordance with the specific standards described in the Ellinwood Parcel (APN 004-013-026) Overlay District, in Chapter 14.43 of the Zoning Code.

For the following projects: 1) Linden Avenue and Casitas Pass Road Interchanges and Via Real Extension; 2) South Coast High Occupancy Vehicle (HOV) Lanes; and 3) Santa Claus Lane Bike Path, a reduced wetland buffer may be permitted in accordance with the provisions of Policy OSC-3e and the specific standards described in the Transportation Corridor Wetland Overlay District, in Chapter 14.41 of the Zoning Code.

OSC-3e is applicable to the Linden Avenue and Casitas Pass Road Interchanges and Via Real Extension project and requires complete mitigation for impacts from encroachments into wetland, wetland buffer and ESHA. The approved Transportation Corridor Wetland Overlay (TCWO) District provides development standards that in general are more stringent than existing City policy regarding mitigation for impacts to various classifications of wetland and wetland buffer area.

Policy 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.*

Policy OSC-6b. *Protect and restore degraded creeks on City-owned land where protection and restoration does not interfere with good flood control practices.*

Policy OSC-6c. *When alterations to creeks are permitted by the Coastal Act and policies herein, the creek shall be protected by only allowing creek bank and creek bed alterations where no practical alternative solution is available, where the best mitigation measures feasible have been incorporated, and where any necessary State and federal permits have been issued. Creek alterations should utilize natural creek alteration methods where possible (e.g. earthen channels, biotechnical stabilization). Nothing in this policy shall be construed to require the City to approve creek alterations not otherwise allowed herein and by the Coastal Act.*

Policy OSC-6d. *Carry out and maintain all permitted construction and grading within stream corridors in such a manner so as to minimize impacts on biological resources and water quality such as increased runoff, creek bank erosion, sedimentation, biochemical degradation, or thermal pollution.*

The proposed project includes replacement of the US 101 bridges over Carpinteria Creek, construction of a bridge for the Via Real extension across Carpinteria Creek and removal of the dry weather bike path crossing Carpinteria Creek. The bridge replacements remove column supports within Carpinteria Creek, improving the flood capacity of the channel and increasing the area of natural creek bed. Removal of the dry weather crossing would also return a portion of the creek bed to natural conditions. Abutments for the bridges would be outside the natural creek channel and would be protected from scour with boulder rip-rap. Mitigation measures in the EIR address short-term construction impacts to creek resources. The approved Transportation Corridor Wetland

Overlay district contains development standards that mandate mitigation of direct and indirect impacts to wetland and ESHA associated with Carpinteria Creek, and the incorporation of best management practices for stormwater quality control to avoid long-term water quality impacts to the creek.

Policy OSC-6e. *Natural drainage patterns and runoff rates and volumes shall be preserved to the greatest degree feasible by minimizing changes to natural topography, and minimizing the areas of impervious surfaces created by new development.*

The proposed project has been designed with the smallest practical area of new impervious surface. Minimal changes to existing topography are proposed, however some cut and fill would be required to construct the replacement overcrossing and bridges. The EIR requires permanent stormwater quality control systems to avoid water quality impacts to offsite biological resources. The approved Transportation Corridor Wetland Overlay district contains development standards that mandate incorporation of best management practices for stormwater to avoid long-term impacts to water quality. A condition of approval requires compliance with the City of Carpinteria Storm Water Management Plan (SWMP).

Policy OSC-6f. *All development shall be evaluated for potential adverse impacts to water quality and shall consider Site Design, Source Control and Treatment Control BMPs in order to minimize polluted runoff and water quality impacts resulting from the development. In order to maximize the reduction of water quality impacts, BMPs should be incorporated into the project design in the following progression: (1) Site Design BMPs, (2) Source Control BMPs, and (3) Treatment Control BMPs.*

The EIR requires adherence to the BMPs contained in the Caltrans Storm Water Program, which generally includes provisions in four categories governing stormwater quality: Pollution Prevention, Treatment, Construction and Maintenance. Caltrans holds a Statewide Permit from the State Water Resources Control Board which governs existing and new Caltrans facilities. Caltrans must demonstrate compliance with this Statewide permit for the proposed project. The approved Transportation Corridor Wetland Overlay district contains development standards that mandate incorporation of best management practices for stormwater quality control to avoid long-term water quality impacts to creek resources. A condition of approval requires compliance with the SWMP.

Implementation Policy 32. *In order to protect watersheds in the City, all construction related activities shall minimize water quality impacts, particularly due to sediments that are eroded from project sites and are conveyed to receiving waters, by implementing the following measures:*

- a. *Proposed erosion and sediment prevention and control BMPs, both structural and non-structural, such as:*
 - *Stabilize disturbed areas with vegetation, mulch, geotextiles, or similar method;*
 - *Trap sediment on site using fiber rolls, silt fencing, sediment basin, or similar method;*
 - *Ensure vehicles on site are parked on areas free from mud; monitor site entrance for mud tracked off-site;*
 - *Prevent blowing dust from exposed soils.*
- b. *Proposed BMPs to provide adequate sanitary and waste disposal facilities and prevent contamination of runoff by construction chemicals and materials, such as:*
 - *Control the storage, application and disposal of pesticides, petroleum and other construction and chemical materials;*

- *Site washout areas more than fifty feet from a storm drain, open ditch or surface water and ensure that runoff flows from such activities do not enter receiving water bodies;*
- *Provide sanitary facilities for construction workers;*
- *Provide adequate disposal facilities for solid waste produced during construction and recycle where possible.*

The EIR requires construction related stormwater quality controls in the following broad categories: soil stabilization; sedimentation control; tracking control; wind erosion controls; non-stormwater controls; and waste management and materials pollution controls. The EIR mitigation measures are designed to meet the intent of the above policy. However, a condition of approval stating the above policy language has also been placed on the CUP/CDP.

Implementation Policy 33. *In order to protect watersheds in the City, all development shall minimize water quality impacts, particularly due to stormwater discharges from existing, new and redeveloped sites by implementing the following measures:*

- a. Site design BMPs, including but not limited to reducing imperviousness, conserving natural areas, minimizing clearing and grading and maintaining predevelopment rainfall runoff characteristics, shall be considered at the outset of the project.*
- b. Source control Best Management Practices (BMPs) shall be preferred over treatment control BMPs when considering ways to reduce polluted runoff from development sites. Local site and soil conditions and pollutants of concern shall be considered when selecting appropriate BMPs.*
- c. Treatment control BMPs, such as bio-swales, vegetated retention/detention basins, constructed wetlands, stormwater filters, or other areas designated to control erosion and filter stormwater pollutants prior to reaching creeks and the ocean, shall be implemented where feasible.*
- d. Structural BMPs (or suites of BMPs) shall be designed to treat, infiltrate or filter the amount of stormwater runoff produced by all storms up to and including the 85th percentile, 24-hour runoff event for volume-based BMPs, and/or the 85th percentile, one-hour runoff event, with an appropriate safety factor (i.e., two or greater), for flow-based BMPs.*
- e. Permits for new development shall be conditioned to require ongoing maintenance where maintenance is necessary for effective operation of required BMPs. Verification of maintenance shall include the permittee's signed statement accepting responsibility for all structural and treatment control BMP maintenance until such time as the property is transferred and another party takes responsibility. The City, property owners or homeowners associations, as applicable, shall be required to maintain any drainage device to insure it functions as designed and intended. All structural BMPs shall be inspected, cleaned, and repaired when necessary prior to September 30th of each year. Owners of these devices will be responsible for insuring that they continue to function properly and additional inspections should occur after storms as needed throughout the rainy season. Repairs, modifications, or installation of additional BMPs, as needed, should be carried out prior to the next rainy season.*

The EIR requires adherence to the BMPs in the Caltrans Storm Water Program, which generally includes provisions in four categories governing storm water quality: Pollution Prevention; Treatment; Construction; and Maintenance. As such, the Caltrans SWP meets the intent of the above measures. Currently Caltrans holds a Statewide Permit from the State Water Resources Control Board which governs existing and new Caltrans facilities; Caltrans would need to demonstrate compliance with this Statewide permit for the proposed project. The approved

Transportation Wetland Corridor Overlay district contains development standards that mandate incorporation of best management practices for storm water quality control to avoid long-term water quality impacts to creek resources. A condition of approval requires compliance with the SWMP.

Policy OSC-7b. *When sites are graded or developed, areas with significant amounts of native vegetation shall be preserved. Structures shall be sited and designed to minimize the impact of grading, paving construction of roads, runoff and erosion on native vegetation. Sensitive resources that exhibit any level of disturbance shall be maintained, and if feasible, restored. New development shall include measures to restore any disturbed or degraded habitat on the project site. Cut and fill slopes and all areas disturbed by construction activities shall be landscaped or revegetated at the completion of grading. Plantings shall be of native, drought-tolerant plant species consistent with the existing native vegetation on the site. Invasive plant species that tend to supplant native species shall be prohibited.*

The EIR requires restoration for impacts on native vegetation and sensitive habitat areas. Complete mitigation for direct and indirect impacts of the Linden Avenue and Casitas Pass Road Interchanges and Via Real Extension on wetland, riparian and ESHA resources would also be required under the development standards of the approved Transportation Corridor Wetland Overlay.

Policy OSC-10c: *Degradation of the water quality of groundwater basins, nearby streams or wetlands, or any other water-body shall not result from development. Pollutants such as sediments, litter, metals, nutrients, chemicals, fuels or other petroleum hydrocarbons, lubricants, raw sewage, organic matter and other harmful waste shall not be discharged into or alongside any water-body during or after construction.*

Long-term operation of the proposed project would not involve the presence/use of most of the pollutants described above. The EIR requires adherence to the BMPs in the Caltrans Storm Water Program, which generally address the avoidance or control of such pollutants associated with short-term construction and long-term operation of freeways. A condition of approval enunciates specific BMPs to avoid short-term construction-related water quality impacts; another condition of approval requires compliance with the City of Carpinteria SWMP.

Policy OSC-11b. *Promote the reduction of mobile source emissions related to vehicular traffic (e.g. promote alternative transportation, van-share, buses).*

Policy OSC-11d. *Encourage the improvement of air quality in the Carpinteria Valley by implementing measures in the South Coast Air Quality Attainment Plan. For air quality enhancement, measures will include but not be limited to, measures to reduce dependence on the automobile and encourage the use of alternative modes of transportation such as buses, bicycles and walking.*

The project includes the following enhancements to the circulation system:

- Bike lanes (five-foot width) on both sides of Linden and Casitas Pass overcrossings;
- Sidewalks (eight-foot width) on both sides of Linden and Casitas Pass overcrossings;
- All-weather bike path along Carpinteria Creek, under US 101;
- Bike lane along the north side of Via Real; and
- Improved public transit route opportunities for MTD.

In addition, the LCP Amendments include a requirement for construction of the Rincon Coastal Trail to be completed prior to completion of construction of the Linden – Casitas project. The Rincon Trail construction would close a gap in the coastal bike system, allowing cyclists to ride from Ventura to

Carpinteria completely on a dedicated bike path. Use of this route would serve recreational purposes as well as provide a commuting alternative to single passenger automobile travel in the adjacent US 101 corridor.

Policy OSC-16a. *Carefully review any development that may disturb important archaeological or historically valuable sites.*

Two recorded archaeological sites exist in proximity to the project Area of Potential Effect (APE). An extended Phase 1 cultural survey determined there are no intact archaeological artifacts within the APE. However, given the proximity of the recorded sites, there is a potential for resources undetected by the Phase 1 to be present. Potentially significant impacts to archaeological resources would be reduced to less than significant levels with standard mitigation measures.

California Coastal Act

Coastal Act §30121. *"Wetland" means lands within the coastal zone which may be covered periodically or permanently with shallow water and include seawater marshes, freshwater marshes, open or closed brackish water marshes, swamps, mudflats and fens.*

Coastal Act §30107.5. *"Environmentally sensitive area" means any area in which plant or animal life or their habitats are either rare or especially valuable because of their special nature or role in an ecosystem and which could be easily disturbed or degraded by human activities and developments.*

Coastal Act §30231. *The biological productivity and the quality of coastal waters, streams, wetlands, estuaries, and lakes appropriate to maintain optimum populations of marine organisms and for the protection of human health shall be maintained and, where feasible, restored through, among other means, minimizing adverse effects of waste water discharges and entrainment, controlling runoff, preventing depletion of ground water supplies and substantial interference with surface waterflow, encouraging waste water reclamation, maintaining natural vegetation buffer areas that protect riparian habitats, and minimizing alteration of natural streams.*

Coastal Act §30233 (a). *The diking, filling, or dredging of open coastal waters, wetlands, estuaries, and lakes shall be permitted in accordance with other applicable provisions of this division, where there is no feasible less environmentally damaging alternative, and where feasible mitigation measures have been provided to minimize adverse environmental effects, and shall be limited to the following:*

- (1) New or expanded port, energy, and coastal-dependent industrial facilities, including commercial fishing facilities.*
- (2) Maintaining existing, or restoring previously dredged, depths in existing navigational channels, turning basins, vessel berthing and mooring areas, and boat launching ramps.*
- (3) In open coastal waters, other than wetlands, including streams, estuaries, and lakes, new or expanded boating facilities and the placement of structural pilings for public recreational piers that provide public access and recreational opportunities.*
- (4) Incidental public service purposes, including but not limited to, burying cables and pipes or inspection of piers and maintenance of existing intake and outfall lines.*
- (5) Mineral extraction, including sand for restoring beaches, except in environmentally sensitive areas.*
- (6) Restoration purposes.*
- (7) Nature study, aquaculture, or similar resource dependent activities.*

The approved LCP Amendments include creation of a Transportation Corridor Wetland Overlay (TCWO) District that would allow encroachments for this and two other future transportation projects

into wetland, wetland buffer and ESHA. Development standards in the TCWO require mitigation via restoration or creation of like resources at approved replacement ratios, and incorporation of stormwater best management practices to protect biological resources. However, allowing improvements to encroach into wetland and ESHA is in conflict with the above Coastal Act policies, which invokes the need for policy conflict resolution (described below).

Coastal Act §30007.5. *The Legislature further finds and recognizes that conflicts may occur between one or more policies of the division. The Legislature therefore declares that in carrying out the provisions of this division such conflicts be resolved in a manner which on balance is the most protective of significant coastal resources. In this context, the Legislature declares that broader policies which, for example, serve to concentrate development in close proximity to urban and employment centers may be more protective, overall, than specific wildlife habitat and other similar resource policies.*

Complete mitigation for direct and indirect impacts of the Linden Avenue and Casitas Pass Road Interchanges and Via Real Extension on wetland, riparian and ESHA resources would be required under the development standards of the approved TCWO. However, despite mitigation to ameliorate physical project impacts on these resources, conflicts with City and Coastal Act policies remain. Such conflicts must be weighed against benefits delivered by the project, according to the conflict resolution provisions of this Coastal Act policy. In the case of the Linden - Casitas Interchanges project, conflicts with wetland and agriculture protection policies are balanced against policies that address coastal public access and recreation opportunities.

The approved LCP Amendments include the addition of Carpinteria Open Space, Recreation & Conservation Element, Objective OSC-15e, as follows:

OSC-15e. *In order to achieve a regionally important improvement to alternative transportation modes for the purpose of increasing access to coastal resources for all members of the public, the following projects: 1) Linden Avenue and Casitas Pass Road Interchanges and Via Real Extension Improvements; and 2) South Coast High Occupancy Vehicle (HOV) Lanes shall include the construction of the following bike path / trail segments:*

- a. Coast Route Bike Path (Santa Claus Lane to Carpinteria Avenue) - a Class I Bike Path from the eastern terminus of Santa Claus Lane to the western terminus of Carpinteria Avenue. Development of this path will close an existing gap in the coastal bike trail through Santa Barbara County. The Coast Route Bike Path shall be completed and open to the public no later than the completion of the adjacent phase of construction for the South Coast HOV Lanes.
- b. Rincon Coastal Trail (From SR 150/Carpinteria Avenue to Rincon County Park) - a Class I Bike Path/trail from the eastern terminus of Carpinteria Avenue (at State Route 150) to Rincon County Park. Construction of this path will close a Coastal Trail gap between Carpinteria Avenue and the new Class I trail along US 101 which has a northern terminus at Bates Road. The Rincon Coastal Trail shall be completed and open to the public no later than the completion of the Linden Avenue and Casitas Pass Road Interchanges and Via Real Extension construction.

The completion of these two bike path projects would close existing gaps in a regionally significant bike system that also functions as a coastal recreation opportunity. Note the Rincon Coastal Trail is required to be constructed and open to the public prior to completion of the Linden - Casitas

Interchanges. Following construction of this trail segment, cyclists would be able to ride between the City of Carpinteria and the City of Ventura, enjoying views to the ocean nearly the entire length. The regional bike system would also provide important linkages to the Carpinteria bikeway system.

Community Design Element

Objective CD-3: *The design of the community should be consistent with the desire to protect views of the mountains and the sea.*

The project proposed would have very limited potential to affect mountain and sea views. The replacement of overcrossings at Linden Avenue and Casitas Pass Road involves larger structures with slightly higher elevations than the existing overcrossings, but the increased width and height of the structures would not materially reduce available views of mountains and the sea for travelers on US 101. Views of the mountains and sea for travelers crossing the new overcrossings would be marginally enhanced, due to the slightly higher elevation of these vantage points, compared to existing overcrossings, and the undergrounding of existing overhead utility lines (i.e., utilities will be accommodated in the bridge/overcrossing structures). Soundwalls included in the proposal could marginally reduce visual access to mountain and sea views, but not to a substantial degree compared to existing conditions in the project area.

Policy CD-9e. *Major streets should be designed and planted to preserve views of the ocean to the south and hills to the north.*

The Via Real extension is proposed to match the elevation of the adjacent segment of US 101, and therefore travelers along either Via Real or US 101 should not experience blockage of existing views of the ocean to the south or the foothills to the north. The landscaping along the outside edge of the right-of-way for Via Real has also been selected carefully to avoid new view blockage. The proposed Plant List and Planting Plan indicate that landscaping consisting of regularly spaced specimen trees and low-growing groundcover and shrubs that would not have the potential to create view blockage. The final landscape plan will be reviewed by the ARB to ensure consistency with this policy.

Downtown Sub-Area Design Objectives and Policies

The downtown sub-area includes Linden and Carpinteria Avenues, to which the Linden Avenue overcrossing replacement would extend.

Objective CDS2A-1: *Preserve and strengthen the visual and physical connections between the downtown and the beach, mountains, and other neighborhoods.*

The design of the Linden Avenue overcrossing is intended to extend key aesthetic elements of the Linden Avenue downtown corridor over the freeway to provide a strong visual link for Linden Avenue travelers to the neighborhoods north of US 101. Sidewalk width is carried forward from Linden Avenue south of Carpinteria Avenue onto the overcrossing. Light standards matching those on Linden Avenue in the downtown are proposed on the overcrossing. Landscape plantings along the sidewalks provide aesthetic enhancement to the overcrossing corridor, and also strengthen visual ties to landscaping in the downtown.

Policy CDS2A-c. *Encourage the gradual but systematic transformation of Carpinteria Avenue from a highway commercial strip to an integrated downtown street similar in character to Linden Avenue.*

A primary objective of the proposed Via Real extension is to provide a continuous frontage road on the north side of US 101 to enhance circulation through the neighborhoods on this side of the

freeway and to reduce the volume of traffic using Carpinteria Avenue through the City. A frontage road on the north side of US 101 supports this policy to change Carpinteria Avenue from a highway commercial strip to an integrated part of the downtown.

Northeast Sub-Area Design Objectives and Policies

The northeast sub-area is bordered on the south by US Highway 101, and includes the Casitas Pass Road overcrossing.

Objective CDS4-1: *Strengthen the visual and physical connections between the subarea, the downtown and other neighborhoods and districts in the city.*

Policy CDS4-a. *Ensure that new development is sensitive to the scale and character of the existing neighborhoods, and consistent with the city's "small beach town" image.*

The Casitas Pass Road overcrossing extends key aesthetic elements of the Casitas Pass Road corridor over the freeway to provide a visual link for Casitas Pass Road travelers to the neighborhoods north of US 101. Sidewalk width is carried forward from Casitas Pass Road north of Carpinteria Avenue onto the overcrossing. The same light standards from Casitas Pass Road are also proposed on the overcrossing. Extensive landscape plantings in the center median provide substantial aesthetic enhancement to the overcrossing and US 101 corridor, and also strengthen visual ties to landscaping along Casitas Pass Road north of Carpinteria Avenue. Further, through the review process, design changes to the overcrossings to reduce the number of lanes (and therefore the width of the structures), reduce the height of the bridge structures, use color, texture and landscaping compatible with existing development in the City also contributed to addressing the scale and character of the new development, as well as incorporating existing overhead utility lines into the bridges to reduce visual clutter that takes away from public views to the mountains.

Implementation Policy 49. *The frontage street along the north side of the freeway should be improved with a wall and rows of trees on both sides. This will help to buffer the neighborhood from freeway noise and visual impacts.*

The Via Real extension is proposed to include a soundwall between the freeway and Via Real between Casitas Pass Road and Vallecito Road. The proposed Plant List and Planting Plan indicate that the Via Real extension would be extensively landscaped to include regularly spaced specimen trees and low-growing groundcover and shrubs.

Safety Element

Policy S-1c. *Development in areas identified as having high seismically induced liquefaction potential shall follow structural engineering foundation design parameters outlined in the Uniform Building Code or obtained through an independent structural engineering study.*

Implementation Policy 2. *Site specific geotechnical studies are required to more accurately determine the potential for liquefaction. These studies shall be performed prior to new construction and for the retrofit of critical facilities. The studies should include site-specific depth to groundwater and soil composition. Areas having liquefiable sediments should be identified, and structures should be designed to withstand liquefaction.*

Policy S-3b. *All new development will comply with the Uniform Building Code, local City building ordinances, and geotechnical recommendations related to construction in areas identified as having a high potential for expansive soils or soil settlement.*

The Caltrans Office of Geotechnical Design completed a geotechnical investigation of the entire project area. The report indicates high liquefaction potential and moderate expansive soil potential. The geotechnical report contains specifications for project design and implementation to avoid impacts from these geotechnical constraints. The geotechnical report meets the intent of the above policy; a condition of approval requires adherence to the recommendations in the geotechnical report.

Policy S-4a. *All new development proposed in the 100-year floodplain must adhere to the County of Santa Barbara Floodplain Management Ordinance, Chapter 15-A of the County Code.*

Policy S-4b. *The development of critical facilities within the 100-year floodplain should be discouraged.*

The replacement of the US 101 bridges over Carpinteria Creek would move the support structures out of the 100-year floodway, eliminating the break-out of flood waters along the northern shoulder of US 101. The Via Real bridge abutments would be placed outside the 100-year floodway for Carpinteria Creek as well. With these features, the project complies with the Floodplain Management Ordinance.

Noise Element

Objective N-1: *The City will minimize noise impacts of Highway 101 traffic on residential and other sensitive land uses.*

Policy N-1b. *The City will cooperate with Caltrans to landscape or install mitigation elements along Highway 101 adjacent to residential or noise sensitive uses to reduce noise impacts. Any noise attenuation features should adhere to relevant policies in the city's Community Design Element.*

Soundwalls are neither proposed nor necessary in relation to the replacement overcrossings. Traffic-related noise from operation of the replacement overcrossings would not be anticipated to generate noise exceeding the exterior noise exposure criterion for adjacent noise-sensitive land uses. The Via Real extension includes a soundwall proposal along the north side of the US 101 right-of-way (along the south side of Via Real) between Casitas Pass Road and Vallecito Road to protect the Vallecito neighborhood, and extending to the new roundabout to reduce noise for Pacific Village. A soundwall will also be installed along the northbound shoulder of US 101 between Linden Avenue and the Franklin Creek Bridge to protect residents on Nipomo Drive from increased noise levels associated with the realignment of the Linden Avenue northbound onramp. Additionally, the installation of this soundwall near Nipomo Drive will commence in the early stages of project construction.

Policy N-1c. *The City will work with local and regional transit agencies and businesses to provide public transit services that reduce traffic and minimize traffic's contribution to the noise environment.*

The extension of Via Real as a continuous frontage road along the north side of US 101 would increase the feasibility for MTD to provide bus service for neighborhoods on the north side of US 101. Increased bus ridership should reduce vehicle volumes, and also traffic noise levels.

Policy N-5b. *The City will require that construction activities adjacent to sensitive noise receptors be limited as necessary to prevent adverse noise impacts.*

Policy N-5c. *The City will require that construction activities employ techniques that minimize the noise impacts on adjacent uses.*

Sporadic disruptive construction noise may adversely affect adjacent residents. The EIR requires mitigation measures, adopted as conditions of approval, including use of equipment noise control

(newer, quieter equipment with noise abatement measures such as mufflers, engine covers and vibration isolators), administrative measures (schedule construction activities to minimize noise effects during nighttime and weekend hours; locate stationary construction operations to be least disruptive); barriers (use temporary wooden barriers if nighttime construction activities occur); and notification (advance notice of construction schedule and identified contact for complaint resolution).

FINANCIAL CONSIDERATIONS

City costs associated with processing the Linden Avenue and Casitas Pass Road Interchanges and Via Real Extension project are charged to the applicant (Caltrans). The City would take possession of Via Real and the balance of the former Whitney parcel upon completion of project construction, and would be responsible for maintenance of these properties and improvements. Ongoing agriculture and education uses on the former Whitney parcel are envisioned to be funded through establishment of a community garden plot leasing program or community garden participation fee. Maintenance of the new segments of Via Real would be anticipated to be included in the City general fund, road maintenance budget.

LEGAL

City Council action on Project 09-1522-CUP/CDP will be final, given the companion Local Coastal Program Amendments package has been certified by the California Coastal Commission. However, the decision of the Council can be appealed to the Coastal Commission.

OPTIONS

1. Approve Project 09-1522-CUP/CDP to grant a Conditional Use Permit and Coastal Development Permit for the construction and operation of the Linden Avenue and Casitas Pass Road Interchanges and Via Real Extension and adopt the Findings in Attachment 1, Exhibit A and Conditions of Approval as proposed in Attachment 1, Exhibit C. (staff's recommendation)
2. Direct the applicant to prepare project revisions and return to the next Council meeting.
3. Conceptually deny the project as proposed. Direct staff to return with findings for denial to the Council's next meeting.

PRINCIPAL PARTIES EXPECTED AT MEETING

David Beard, Project Manager/Representative for Caltrans (Applicant)
Lara Bertaina, Environmental Lead for Caltrans (Applicant)
Fred Luna, Project Manager/Representative for SBCAG (Funding Coordinator)
Gregg Hart, Representative for SBCAG (Funding Coordinator)

ATTACHMENTS

- Attachment 1 City Council Resolution No. 5632
Exhibit A – Findings
Exhibit B – Project Engineering Plans and Design Renderings
Exhibit C – Conditions of Approval

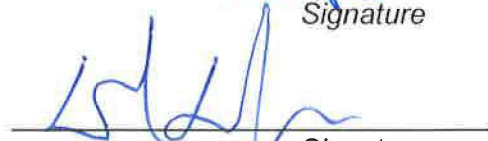
Staff Contact: Jonathan Leech, Contract Planner
(805) 963-0651 x3527


Signature

Staff Contact: Jackie Campbell, Community Development Director
(805) 755-4451


Signature

Reviewed by: Dave Durlinger, City Manager


Signature

ATTACHMENT 1

**City Council
Resolution No. 5632**

November 23, 2015

RESOLUTION NO. 5632

A RESOLUTION OF THE CITY OF CARPINTERIA CITY COUNCIL APPROVING CONDITIONAL USE PERMIT AND COASTAL DEVELOPMENT PERMIT NO. 09- 1522-CUP/CDP TO ALLOW CALTRANS TO CONSTRUCT THE LINDEN AVENUE AND CASITAS PASS ROAD INTERCHANGES AND VIA REAL EXTENSION

WHEREAS, the Carpinteria City Council has considered an application for a Conditional Use Permit and Coastal Development Permit filed by Caltrans on July 28, 2009 to allow for the construction of two freeway interchanges, replacements for the existing Linden Avenue and Casitas Pass Road US 101 overcrossings, including reconfiguration of the northbound on and offramps at Casitas Pass Road, extension of the northbound Linden Avenue onramp and southbound offramp, replacement of the US 101 freeway bridges over Carpinteria Creek, extension of Via Real to Casitas Pass Road and to Linden Avenue, and construction of four soundwalls along US 101 (the Project); and

WHEREAS, the application was deemed complete and accepted by the City as being consistent with the applicable submittal requirements on March 26, 2015; and

WHEREAS, the City of Carpinteria Planning Commission conducted a special public hearing on May 18, 2015 and conceptually approved the Conditional Use Permit and Coastal Development Permit and recommended approval of associated Local Coastal Program Amendments to the City Council; and

WHEREAS, the City Council conducted a public hearing on June 22, 2015 and conceptually approved the Conditional Use Permit and Coastal Development Permit and authorized submittal of associated Local Coastal Program Amendments to the California Coastal Commission; and

WHEREAS, on October 6, 2015 the California Coastal Commission recommended suggested modifications to the Local Coastal Program Amendments submitted by the City under Project 09-1522-LCPA/ORD; and

WHEREAS, the City Council accepted the suggested modifications at a public hearing conducted on October 12, 2015 and conducted a second reading and approved Ordinance No. 703 implementing the LCPA on October 26, 2015; and

WHEREAS, the City Council conducted a public hearing on November 23, 2015 and received evidence in favor of the application for the Conditional Use Permit and Coastal Development Permit; and

WHEREAS, in accordance with the California Environmental Quality Act (CEQA), the Community Development Director has provided public notice of the intent of the City to accept the Final EIR and Addendum prepared for the Project by the California Department of Transportation (Caltrans), the City has reviewed the environmental impacts of the Project in accord with CEQA (Public Resources Code §§ 21000, et seq.) and the regulations promulgated thereunder (14 Cal. Code of Regulations §§ 15000, et seq., the "CEQA Guidelines"), and the City Council has considered the Final EIR and Addendum, together with any comments received during the public review process; and

WHEREAS, the City Council has reviewed the policies of the General Plan/Coastal Plan and the Zoning Code standards that are relevant to the Project.

NOW THEREFORE, THE CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

1. The Conditional Use Permit and Coastal Development Permit are approved by the City Council, subject to the Findings set forth in Attachment 1, Exhibit A.
2. The Project Engineering Plans and Design Renderings shown in Attachment 1, Exhibit B are approved subject to the conditions set forth in Attachment 1, Exhibit C.

PASSED, APPROVED AND ADOPTED this 23rd day of November 2015, by the following called vote:

AYES: **COUNCILMEMBERS:**

NOES: **COUNCILMEMBER(S):**

ABSENT: **COUNCILMEMBER(S):**

Gregg A. Carty, Mayor
City of Carpinteria

ATTEST:

City Clerk, City of Carpinteria

I hereby certify that the foregoing Resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of the City of Carpinteria held the 23rd day of November 2015.

City Clerk, City of Carpinteria

APPROVED AS TO FORM:

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

ATTACHMENT 1

**City Council
Resolution No. 5632**

Exhibit A - Findings

November 23, 2015

EXHIBIT A: FINDINGS
CITY COUNCIL HEARING
PROJECT 09-1522-CUP/CDP
LINDEN AVENUE AND CASITAS PASS ROAD INTERCHANGES AND
VIA REAL IMPROVEMENTS
November 23, 2015

1.0 Administrative Findings

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

1.1 Procedures

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

- a. An application for a Conditional Use Permit and Coastal Development Permit was submitted on July 28, 2009, and deemed complete and accepted by the City as being consistent with the applicable submittal requirements on March 26, 2015. Said application and all related material have been available for public review at City offices since the date of submittal.

In order to accommodate the project, the City has approved a Local Coastal Program Amendment, Project 09-1522-LCPA/ORD, to create the Transportation Corridor Wetland Overlay and the Whitney Site Agriculture Overlay Districts in the Carpinteria Zoning Code and add text amendments to the Coastal Land Use Plan and modify the Land Use Map for the Whitney Site (APN 001-070-012). The application has been evaluated and found to conform to the applicable zone districts and is consistent with the City's Local Coastal Program Land Use Plan, the Interpretive Guidelines of the Coastal Commission and the California Coastal Act.

- b. The project, including the Environmental Impact Report and Addendum, has been reviewed by the City Council at a duly noticed public hearing which included, but is not limited to, mailed notice to all property owners within 300 feet and all occupants within 100 feet of the project right-of-way and publication in the local newspaper, the Coastal View News.

1.2 California Environmental Quality Act

California Environmental Quality Act (CEQA) findings pursuant to CEQA (California Public Resources Code Sections 21081, 21081.6) and State CEQA Guidelines (California Code of Regulations Sections 15091, 15096, 15097, 15162, 15164):

The City Council has reviewed and considered the Caltrans Certified Final EIR/FONSI dated July 2010 and the EIR/FONSI Addendum dated March 26, 2015. The EIR and Addendum were prepared in accordance with the provisions of the State CEQA Guidelines. The Certified EIR/FONSI and Addendum constitute adequate CEQA environmental documentation for the project (09-1522-CUP/CDP).

The location and custodian of file documents which constitute the record of proceedings upon which the project decision is based is the City of Carpinteria Community Development Department, 5775 Carpinteria Avenue, Carpinteria, California. The California Department of Transportation (Caltrans) District 5 is located at 50 Higuera Street, San Luis Obispo, California and is the Lead Agency and custodian of documents for the CEQA environmental document (EIR/FONSI State Clearinghouse Number 2008041158).

A mitigation monitoring and reporting program for the project has been made a condition of project approval and is hereby adopted. Mitigation measures have been made enforceable through incorporation into the project description, conditions of Caltrans project approval, agency agreements, or conditions of Conditional Use Permit/Coastal Development Permit approval.

As described below, the EIR identifies several areas of insignificant impact consistent with Public Resources Code §21100 and State CEQA Guidelines §15128. The EIR also identifies areas where the project's environmental impact is considered potentially significant but mitigable consistent with State CEQA Guidelines §15091(a)(1).

Design features incorporated as part of the project description and mitigation measures applied as conditions of project approval would result in the avoidance or reduction of environmental impacts to insignificant levels. The City Council's approval of the project is conditioned upon the inclusion of these measures.

These findings are supported by substantial evidence in the record, including the Certified Final EIR/FONSI dated July 2010 and the EIR/FONSI Addendum dated March 26, 2015, and associated appendix materials. These impacts and the relevant mitigation measures are discussed below, along with the appropriate findings under State CEQA Guidelines §15091.

A. Land Use, Socioeconomics and Housing: The EIR identified land use effects of the project to be less than significant with respect to loss of open space, housing resources, effects on pedestrian, bicycle and transit facilities, environmental justice effects, growth inducement, and effects on economic growth. Caltrans identified a minimization approach to land use effects, including designing ramp geometrics which meet minimum design standards, and aligning the Via Real extension as close to US 101 as possible. All land use, socioeconomic and housing impacts of the proposal would remain insignificant with no mitigation required.

B. Parks and Recreation: The proposal includes improvement to local bike circulation via the addition of bike lanes in both directions for the Linden Avenue and Casitas Pass Road overcrossings and along Via Real, as well as the reconfiguration of the bike path along Carpinteria Creek to make it all-weather accessible. These bike lane segments would intermittently be inaccessible during project construction. Mitigation includes

advance notice of access restrictions or bike facility closures to affected stakeholders. Vehicle access to Carpinteria Creek would be interrupted at certain times during the construction of the Casitas Pass Road US 101 northbound ramps and Via Real. A project condition of approval requires temporary parking to be provided proximate to the park, with pedestrian access to the park, at times when vehicular access to the park is unavailable during project construction. Potentially significant short-term project impacts to recreation (bike circulation and Carpinteria Creek Park) would be reduced to less than significant levels with implementation of mitigation measures and other requirements applied as conditions of project approval.

C. Farmland: Approximately five acres of land designated agriculture and currently planted with avocado orchard would be converted to transportation use with the placement of project improvements including via real and Casitas Pass Road US 101 northbound ramps. In order to directly offset the loss of five acres of agriculture, the applicant shall provide funding for the Agriculture Preservation Program in the amount of \$538,947 to the City of Carpinteria to be placed in an escrow account and distributed for the implementation of the Program. The applicant shall also transfer to the City, as a single legal parcel, the remaining portion of the former Whitney property not developed with transportation improvements. A permanent agriculture easement shall be placed on the property at the time of transfer to the City. Potentially significant project impacts to agricultural resources would be reduced to less than significant levels with implementation of mitigation measures and other requirements applied as conditions of project approval.

D. Utilities: The construction of the Linden Avenue and Casitas Pass Road overcrossings, US 101 bridges over Carpinteria Creek and Via Real will require the relocation of existing utilities owned by parties other than Caltrans. Early coordination and communication between Caltrans and the utility provider(s) has occurred to avoid disruption of services or construction delays. Less than significant short-term project impacts upon utility systems would be minimized with implementation of mitigation measures applied as conditions of project.

E. Circulation and Traffic: The project would benefit long-term capacity, circulation, and safety for the Linden Avenue and Casitas Pass Road overcrossings and interchanges and Via Real, as well as enhancing opportunities for alternate transportation modes. Improvements to pedestrian and bicycle facilities would also benefit long-term circulation and traffic. During the multi-year phased project construction process, one lane of travel in each direction would be maintained for the overcrossings. Periodic ramp closures and detours would be instituted at various locations and time periods during construction, resulting in temporary adverse but less than significant traffic impacts. Construction traffic management measures to minimize temporary construction effects have been incorporated in the project description and applied as conditions of approval, including public awareness / driver information measures (website, mailings, speakers bureau, public service announcements in the media, roadway signs, telephone information line), operations strategies (management plan evaluation and adjustment, freeway surveillance, reduced speeds through construction zones, alternate route strategies, temporary traffic management equipment, roadway signs, California Highway Patrol presence and enforcement; tow service for incident response, construction staging, parking and traffic route management), and alternative transportation modes and transportation demand management measures (bus, rail, rideshare subsidies and

marketing, employer based incentives for telecommuting, alternate work hours and alternative travel modes). Less than significant short-term impacts to traffic would be minimized with implementation of mitigation measures applied as conditions of approval.

F. Visual Resources: The project would result in minimal blockage of coastal or mountain views due to replacement of the existing Linden Avenue and Casitas Pass Road overcrossings with wider and slightly higher elevations, and the construction of several soundwalls. The development would result in the loss of existing vegetation around the overcrossings, a potentially significant impact. With replanting proposed as part of the project and reviewed by the ARB, the impact would be reduced to an adverse but less than significant level. With the architectural design for the overcrossings, bridges, retaining walls, railings and lighting standards, as reviewed by the ARB, architectural design would not result in a significant visual impact. Temporary reduction in visual quality of the area would occur during construction and until vegetation matures (estimated three to five years), an adverse but less than significant impact. Impacts on visual and aesthetic resources would therefore be reduced to less than significant with implementation of mitigation measures applied as conditions of approval.

G. Cultural Resources: Archaeological resources are not anticipated to be present in the project Area of Potential Affect (APE). However, if cultural materials are discovered, all earth-moving activity within and around the discovery would be diverted until a qualified archaeologist could assess the nature and significance of the find. Potentially significant impacts to archaeological resources would be reduced to less than significant with implementation of mitigation measures applied as conditions of approval.

H. Hydrology and Water Quality: The project would increase impervious surface, thereby increasing the amount and volume of stormwater runoff and potential downstream erosion. Project drainage design would accommodate increased flow making project-specific and cumulative hydrological impacts less than significant. Long-term water quality effects (project-specific and cumulative) from increased discharge of urban pollutants and sediment to Carpinteria Creek would be reduced to less than significant levels with mitigation measures applied as conditions of approval in the Regional Water Quality Control Board (RWQCB) permitting process, including pollution prevention best management practices (i.e., preservation of existing vegetation, concentrated flow conveyance systems and slope surface protection systems) and treatment control best management practices (i.e., bio-filtration strips and swales). Temporary construction impacts to drainage and water quality would be reduced to less than significant levels with BMPs applied as conditions of project approval, including temporary sediment control, temporary soil stabilization, temporary concentrated flow conveyance systems, scheduling to avoid the rainy season whenever possible, preservation of vegetation, clear water diversion, dewatering operations, wind erosion control, sediment tracking control, solid waste management, materials handling, concrete waste management, vehicle and equipment operations, paving operations, stockpile management, water conservation practices, illegal discharge detection and reporting, storm drain inlet protection and contaminated soil management.

I. Paleontology: The project is underlain by quaternary alluvium which has a very low potential to contain fossil resources. Consequently, impacts on paleontology resources would be less than significant and mitigation is not required or recommended.

J. Hazardous Materials and Waste: The potential exists for contaminated soil to be encountered during excavation for overcrossing and bridge foundations, and with construction of Via Real. The EIR identifies this as a potentially significant impact, and requires that any contaminated soil be transferred to an appropriate disposal site during construction. All procedures governing the handling or disposal of hazardous waste shall be in accordance with the appropriate regulatory agencies. Potential project impacts associated with soil contamination would be mitigated to less than significant levels through measures applied as conditions of approval.

K. Air Quality: No significant long-term air quality impacts (project-specific impacts or project contribution to cumulative impacts) would result from project development, and project circulation improvements would have a slight beneficial effect on long-term air quality via encouragement of reduction in congestion levels on the local roadway network, and encouragement of alternative transportation modes. Temporary construction dust effects would be mitigated to less than significant levels by application of standard Air Pollution Control District measures required as conditions of approval, including daily watering of exposed soils and stockpiles, stabilization of disturbed soil areas, covered truck transport, reduced construction vehicle speeds on unpaved surfaces, dust control monitoring and reporting, and complaint resolution procedures. Temporary construction exhaust emissions effects would also be mitigated to less than significant levels by application of standard Air Pollution Control District and measures including use of heavy-duty diesel-powered equipment with manufacture date not older than 1996, idling of heavy-duty equipment not longer than five minutes at any location, maintenance of construction equipment in tune per manufacturer specifications, incorporation of diesel catalytic converters, diesel oxidation catalysts, and diesel particulate filters and use of CARB approved on-road diesel fuel (when locally available).

L. Noise and Vibration: Predicted noise levels will increase between two and seven decibels as a result of the project. Four soundwalls are included in the project design to mitigate noise impacts. Long-term vibration effects to adjacent land uses due to passing heavy trucks and buses would be less than significant; it is recommended these be minimized with application of measures to provide smooth surfacing and use of lower-noise surfacing materials. Sporadic disruptive construction noise would occur temporarily during construction, an adverse but less than significant effect to adjacent residents with the application of mitigation measures as conditions of approval including use of equipment noise control (newer, quieter equipment with noise abatement measures such as mufflers, engine covers and vibration isolators), administrative measures (schedule construction activities to minimize noise effects during nighttime and weekend hours; locate stationary construction operations to be least disruptive); barriers (use temporary wooden barriers if nighttime construction activities occur); and notification (advance notice of construction schedule and identified contact for complaints resolution). Potential noise impacts of the project would be mitigated to less than significant levels through measures applied as conditions of approval.

M. Wetlands: Project components would encroach into wetland and wetland buffer area, resulting in a potentially significant impact. The EIR requires mitigation for permanent impacts to wetland at a 3:1 ratio (i.e., three acres of wetland restored for every one acre of wetland lost). Because encroachment into wetland would be in conflict with policies of the Carpinteria Local Coastal Land Use Plan and the California Coastal Act, LCP Amendments (LCPA) have been proposed. The LCP Amendments

include a proposed Transportation Corridor Wetland Overlay District with specific development standards dictating mitigation for wetland and wetland buffer impacts (Development Standard #3). As a condition of approval to ensure compliance with TCWO development standards, direct impacts shall be mitigated at a ratio of 4:1 for natural wetland areas, including salt marsh and wetlands associated with creeks. Indirect impacts to riparian habitats shall be mitigated at a ratio of 3:1. Direct impacts to created wetlands (low functioning wetlands associated with highway infrastructure) shall be mitigated at a ratio of 3:1. Indirect impacts to wetlands, such as development in wetland buffer areas, shall be mitigated by enhancing (e.g., invasive species removal, native screening vegetation, planting appropriate native species, water quality improvement, sound reduction) all portions of the remaining (undeveloped) wetland buffer area within 100 feet of the impacted wetland. Temporary direct and indirect impacts to wetlands and riparian habitat shall be mitigated at a ratio of 1:1. Potential project impacts associated with wetland resources would be mitigated to less than significant levels through mitigation measures and other requirements applied as conditions of approval.

N. Biological Resources: Focused botanical and wildlife surveys were conducted for the project on several occasions. Potentially significant impacts on biological resources include temporary impacts and loss of nesting habitat for two to three seasons for migratory birds; eucalyptus trees used by red-tailed hawks for nesting are currently proposed for removal and nests may exist under bridges at the time construction is intended. Temporary impacts to steelhead trout and tidewater goby will occur due to creek diversion activities. Removal of the concrete low-flow bike/pedestrian crossing will benefit both species by removing a barrier to fish passage in Carpinteria Creek. Mitigation measures include exclusion of bird nesting activities under bridges leading up to the proposed construction activity; pre-construction nesting bird surveys adjacent to individual project components; pre-construction survey for western pond turtle and two-striped garter snake, with relocation of any individuals present, prior to construction activities in Carpinteria Creek; construction within Carpinteria Creek only during low flow periods; installation and maintenance of exclusion fencing along the boundary of any ESHA adjacent to a work area; restoration for impacts to ESHA; and biological monitoring provided during construction. Potential project impacts associated with biological resources would be mitigated to less than significant levels through mitigation measures and other requirements applied as conditions of approval.

1.3 Conditional Use Permit

A. *The site for the proposed use is adequate in size and shape to accommodate the use.*

The Linden Avenue and Casitas Pass Road overcrossings and US 101 bridges over Carpinteria Creek would fit entirely within the existing Caltrans right-of-way for US 101. Via Real would be developed within roadway easements belonging to the City of Carpinteria, except within the former Whitney property. Caltrans has acquired the former Whitney property in order to accommodate development of the Casitas Pass Road US 101 northbound ramps and Via Real; the balance of the parcel not used for roadway purposes will be transferred to the City of Carpinteria with a permanent agriculture conservation easement as part of an agriculture preservation program to offset the direct loss of agriculture from project implementation.

- B. *The site for the proposed use is served by streets and highways that are properly designed to carry the type and quantity of traffic generated by the subject use.*

This project is designed to increase capacity of the Linden Avenue and Casitas Pass Road interchanges, including ramp operations and travel lane capacity for the overcrossings. The additional design capacity is in direct response to existing congestion and poor operating levels, which would be exacerbated in the future by regional traffic volume increases in the absence of the proposed project.

- C. *The granting of the permit will not materially adversely affect such necessary community services as sewage disposal, fire protection, water supply and police protection.*

A copy of the project application and plans were routed to all applicable agencies and special districts for review and comments. All of these agencies have indicated the project would not have adverse effects upon their ability to serve the population of Carpinteria. The project would improve traffic flow and reduce vehicle congestion to reduce emergency response times, providing a benefit to community safety. The project would not generate wastewater needing treatment, and would not generate an increase in demand for fire or police protection services. A negligible amount of water would be required to establish the new landscape plantings.

- D. *The granting of the permit will not be detrimental to the health, safety and general welfare of the neighborhood.*

The Final EIR/FONSI and Addendum analyzed potentially significant impacts associated with the project and identified appropriate mitigation measures to ensure that all impacts were mitigated to a less than significant level. Mitigation measures were identified for the following issue areas: Parks and Recreation, Traffic and Transportation, Visual and Aesthetics, Cultural Resources, Storm Water Quality, Hazardous Materials/ Wastes, Air Quality, Noise and Vibration and Biology. The mitigation measures incorporated into the project via the Final EIR/FONSI and Addendum and the project restrictions imposed via conditions of approval ensure that granting the permit will not be detrimental to the health, safety and welfare of the neighborhoods located immediately adjacent to project components.

- E. *The proposed use is consistent with the Coastal Plan, General Plans and applicable Specific Plan(s).*

As discussed in the General Plan/Coastal Plan policy analysis section of the Staff Report dated November 23, 2015 and herein incorporated by reference, the project would be consistent with the various applicable policies from the Community Design, Circulation, Recreation, Safety, Noise, and Public Facilities and Services Elements. The proposed project would conflict with existing policies in the Land Use and Open Space Conservation Elements, due to encroachment of project components into designated agricultural land and wetland areas. As such, the City has approved Local Coastal Program Amendments in Project 09-1522-LCPA/ORD to create the Transportation Corridor Wetland Overlay and the Whitney Site Agriculture Overlay Districts, such that the project can be found consistent with the City's Local Coastal Program (including the Coastal Land Use Plan), the Interpretive Guidelines of the Coastal Commission and the California Coastal Act.

- F. *The proposed use will not cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.*

The Final EIR/FONSI identified potentially significant impacts on wetland resources, ESHA and special status wildlife species. The Final EIR/FONSI and Addendum contain mitigation measures to reduce all environmental impacts of the proposal to less than significant levels; pertinent mitigation measures from the EIR/FONSI and Addendum have been incorporated as conditions of approval.

- G. *The proposed development will not conflict with recorded easements acquired by the public at large for access through or use of the property within the proposed development or any easements granted to any public agency or required as a condition of approval.*

The proposed project includes the addition of sidewalk and bike lanes in both travel directions for the overcrossings; extension of Via Real to achieve a continuous frontage road along the north side of US 101, including sidewalk and bike lanes; and the reconfiguration of the Carpinteria Creek bike path. The project also includes permanent dedication of approximately four acres of the former Whitney property for ongoing orchard use, community garden and agriculture education purposes. In this regard, the project enhances public access between areas north and south of US 101 and to the remainder of the Whitney property not used for roadway purposes.

- H. *Any other conditions which are reasonably necessary to protect the public peace, health, safety and general welfare.*

Through the environmental review process, a number of mitigation measures have been developed in order to avoid significant impacts to the environment. All mitigation measures identified in the Final EIR/FONSI and Addendum have been included in the conditions of approval.

1.4 Coastal Development Permit Finding

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

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

The Caltrans right-of-way is designated Transportation Corridor (TC) in the General Plan/Coastal Plan and is undesignated with respect to zoning. The portion of the former Whitney property proposed for the Casitas Pass Road US 101 northbound ramps and Via Real extension is designated agriculture (AG); however, a redesignation of this portion of the Whitney property to TC has been approved, along with removal of the agriculture zoning (AG-5) on the portion of the Whitney site that is proposed to accommodate the roadway improvements. The proposed use is consistent with the stipulations outlined for this land use designation as it involves improvements to US 101 interchanges. A Conditional Use Permit and Coastal Development Permit are required for this major transportation facility. The project can meet all of the required findings for approval of the required CUP (discussed above) and CDP. The proposed project is consistent with existing policies in the General Plan/Coastal Plan Land Use and Open

Space Conservation Elements as recently amended through Project 09-1522-LCPA/ORD that created the Transportation Corridor Wetland Overlay District and the Whitney Site Agriculture Overlay District, as discussed in the City Council staff report dated November 23, 2015. The project is also consistent with the Interpretive Guidelines of the Coastal Commission and the California Coastal Act as discussed in the City Council staff report dated November 23, 2015.

ATTACHMENT 1

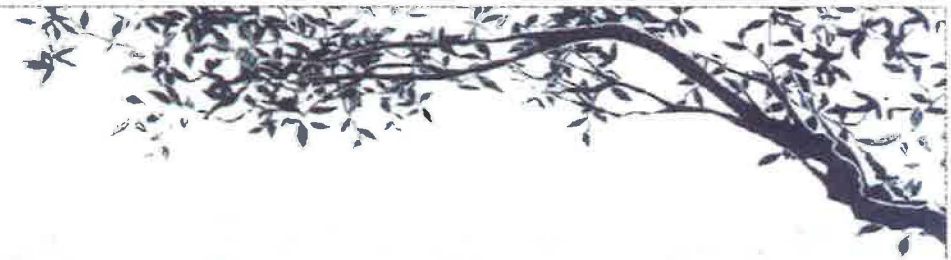
**City Council
Resolution No. 5632**

Exhibit B – Project Engineering Plans and Design Renderings

November 23, 2015

LEGEND

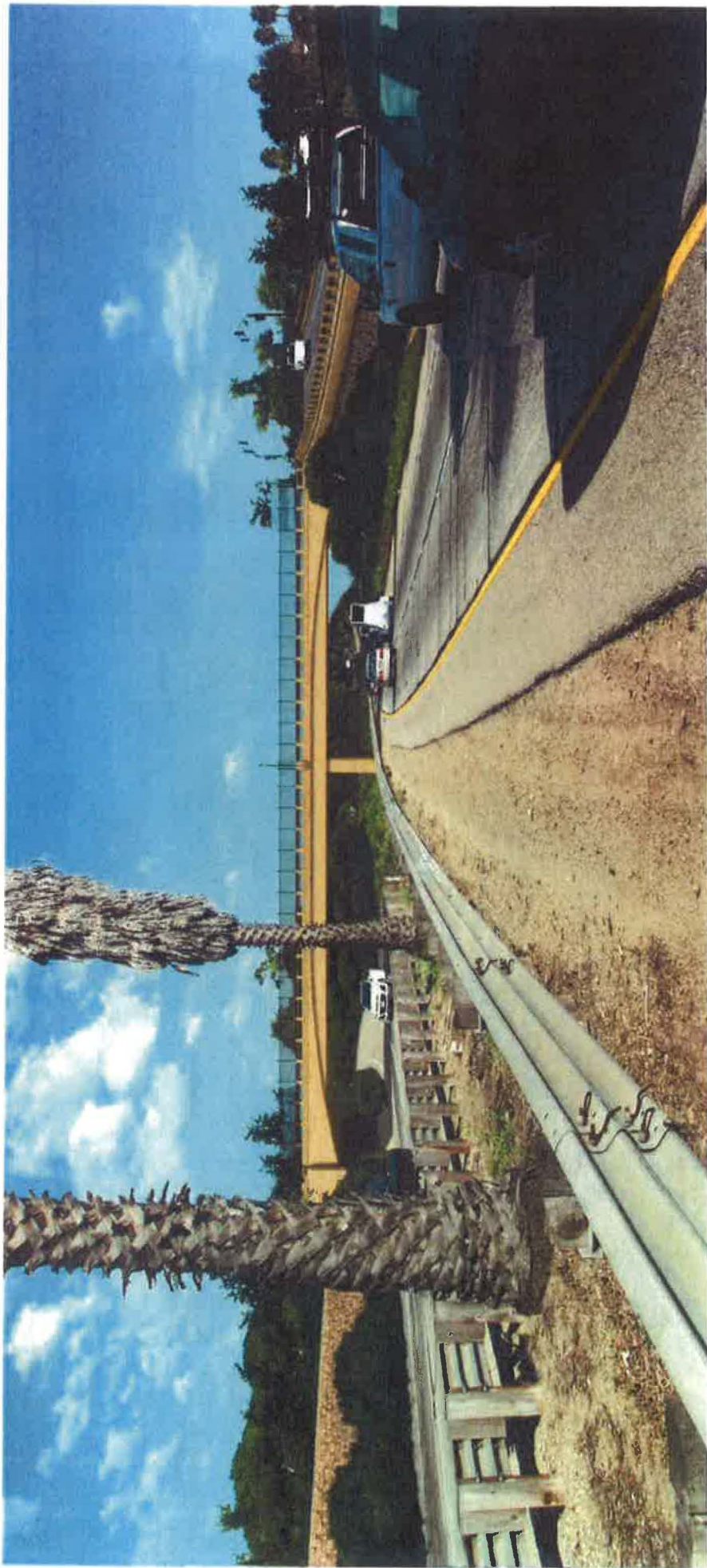
- | | |
|--|---|
|  Caltrans Right of Way |  Proposed Structure |
|  Proposed Soundwall |  Contrasting Paving |
|  Proposed Retaining Wall |  Proposed Mitigation and Habitat Enhancement Planting Areas |
|  Proposed Concrete Median Barrier |  Proposed Landscaped Area (may include mitigation plantings) |
|  Proposed Roadway | |



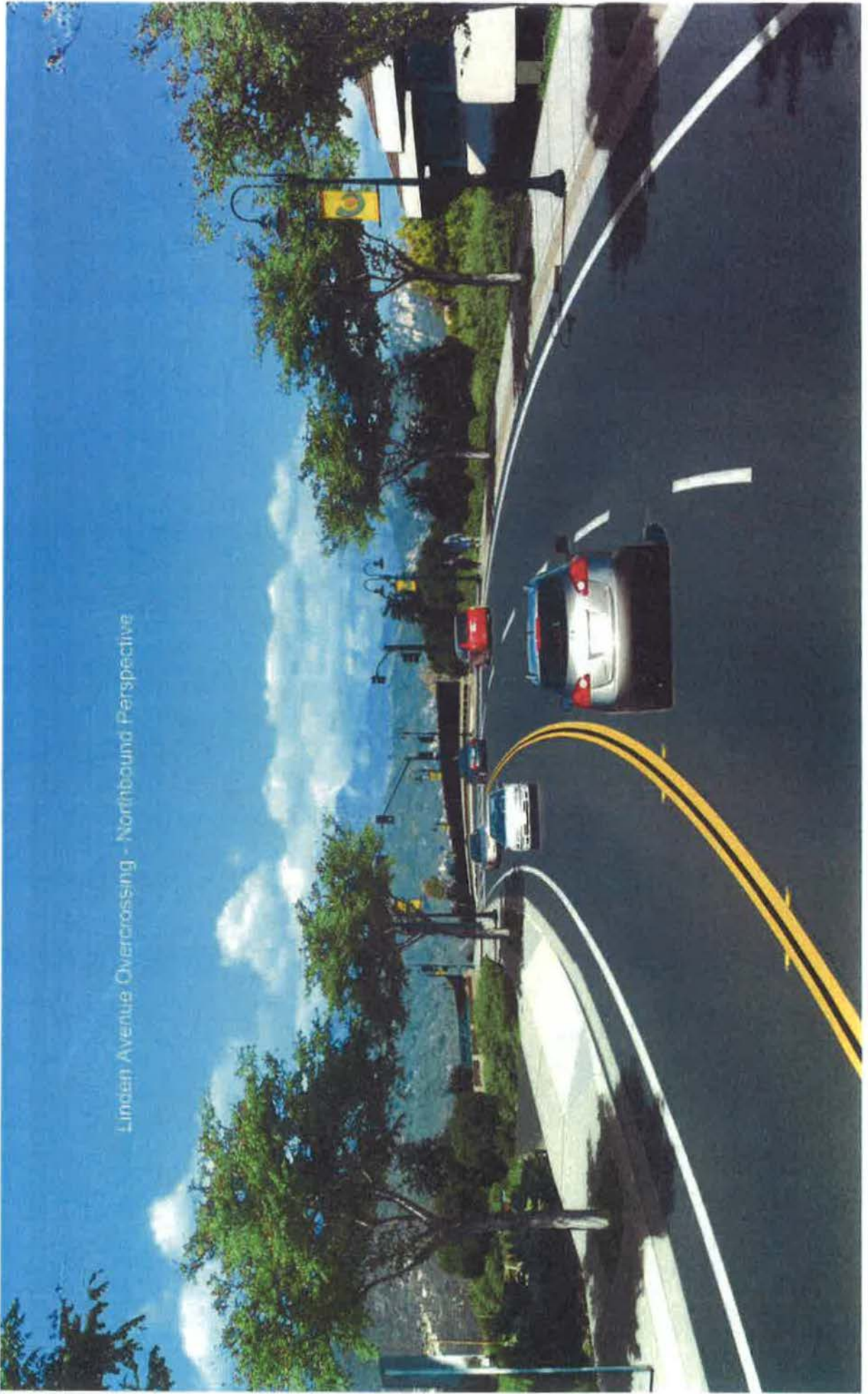
LINDEN CASITAS

Project Overview





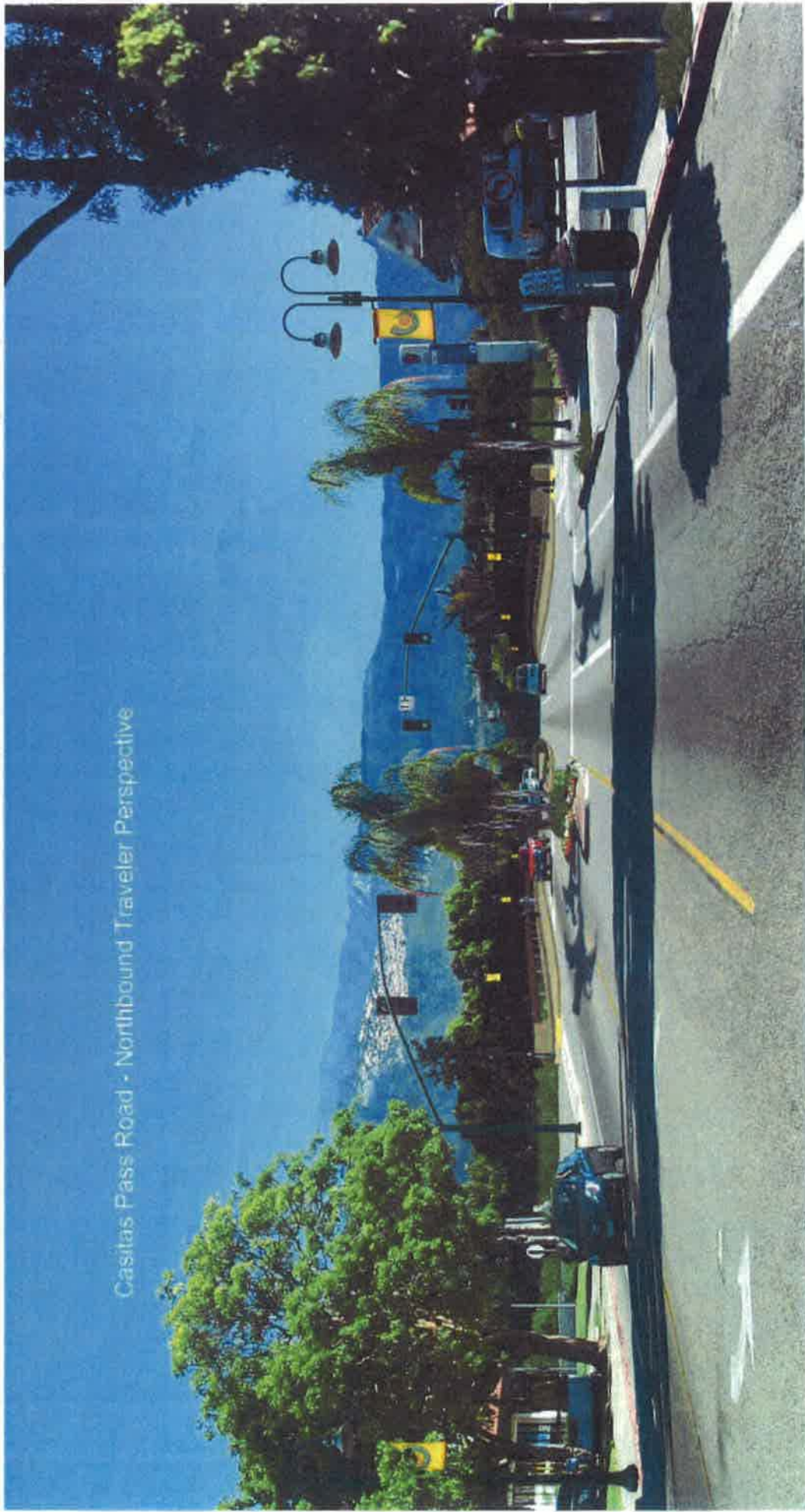
Linden Avenue Overcrossing - Northbound Perspective





Cashier Pass Road Overpass - Northbound US 101 Perspective

Casitas Pass Road - Northbound Traveler Perspective





Elevated View of Yogi Bress Bridge (Background) and US 101 Bridge (Background) over Carpinteria Creek - Looking South



ns Right of Way
sed Soundwall
sed Privacy Wall

- Proposed Structure
- Contrasting Paving
- Proposed Landscaped Area (may include mitigation plantings)

lipomo Drive)
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15 -12 ft tall face)
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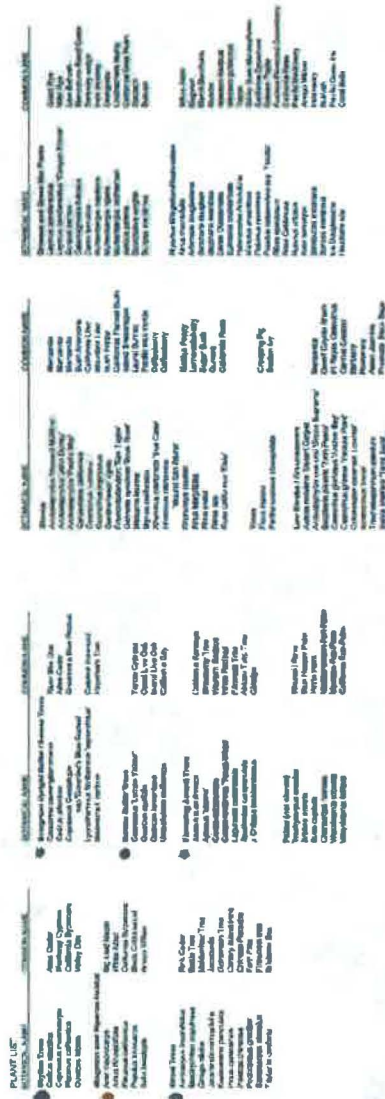


LINDEN CASITAS

Interchanges Project

Wall Overview

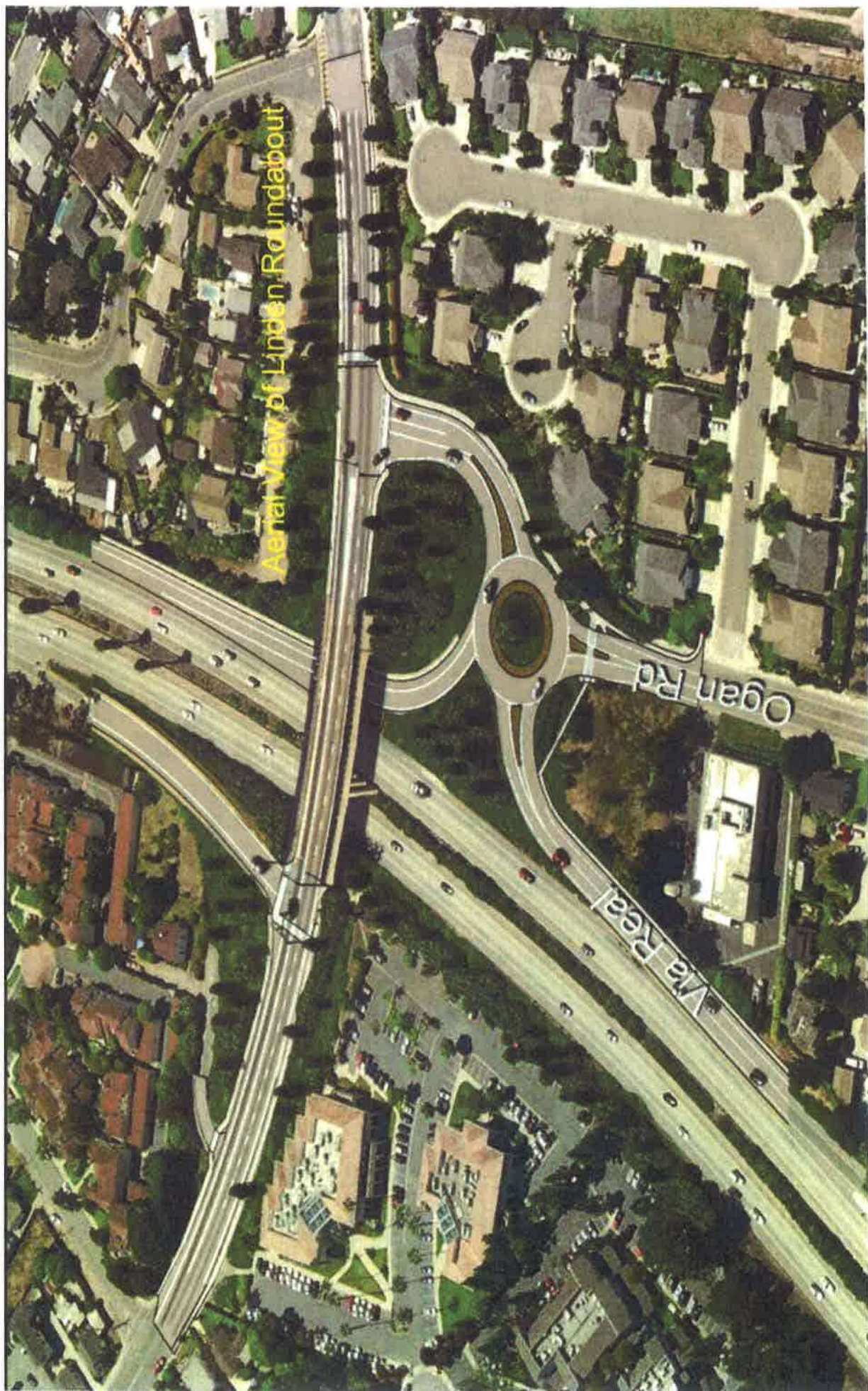




LINDEN CASTLES

Conceptual Landscape Plan

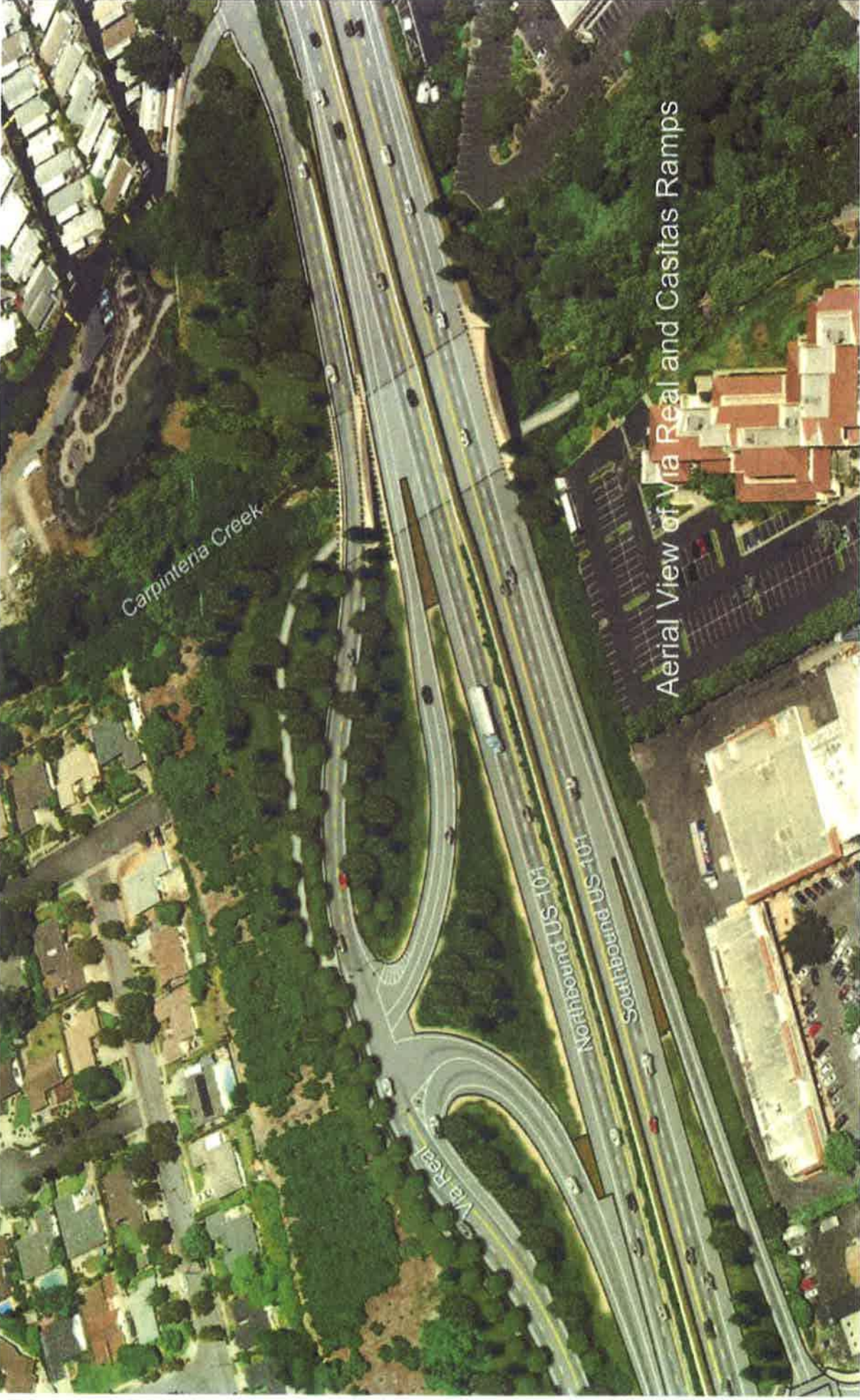




Aerial View of Linden Roundabout

Ogan Rd

Va Real



Aerial View of Via Real and Casitas Ramps

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

IN SANTA BARBARA COUNTY
IN CARPINTERIA

FROM 0.2 MILE SOUTH OF CARPINTERIA CREEK BRIDGE
TO 0.3 MILE NORTH OF LINDEN AVENUE OVERCROSSING

TO BE SUPPLEMENTED BY STANDARD PLANS DATED 2012

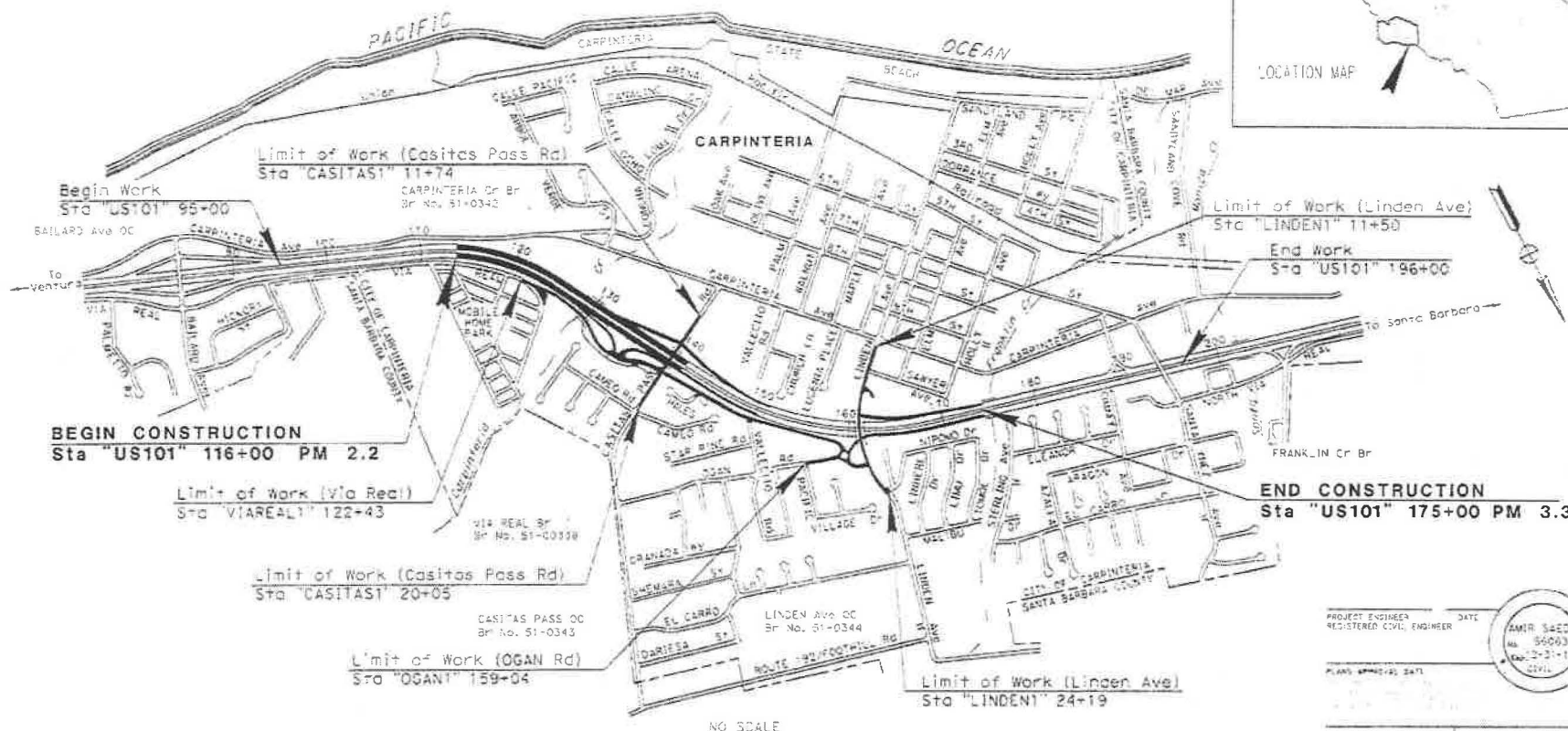
NOTE:

THE LISTING OF THE INDEX OF PLANS
IS SHOWN ON THE INDEX OF PLANS SHEET.

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEET
05	SB	101	2.2/3.3	1	XX



LOCATION MAP



PROJECT ENGINEER
REGISTERED CIVIL ENGINEER

2013年12月10日 星期三 12:12

CONTRACT No.	05-4482U4
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PROJECT ID	05 00000543
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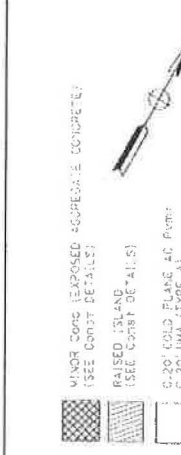
THE CONTRACTOR SHALL POSSESS THE CLASS (OR CLASSES) OF LICENSE AS SPECIFIED IN THE "NOTICE TO BIDDERS."

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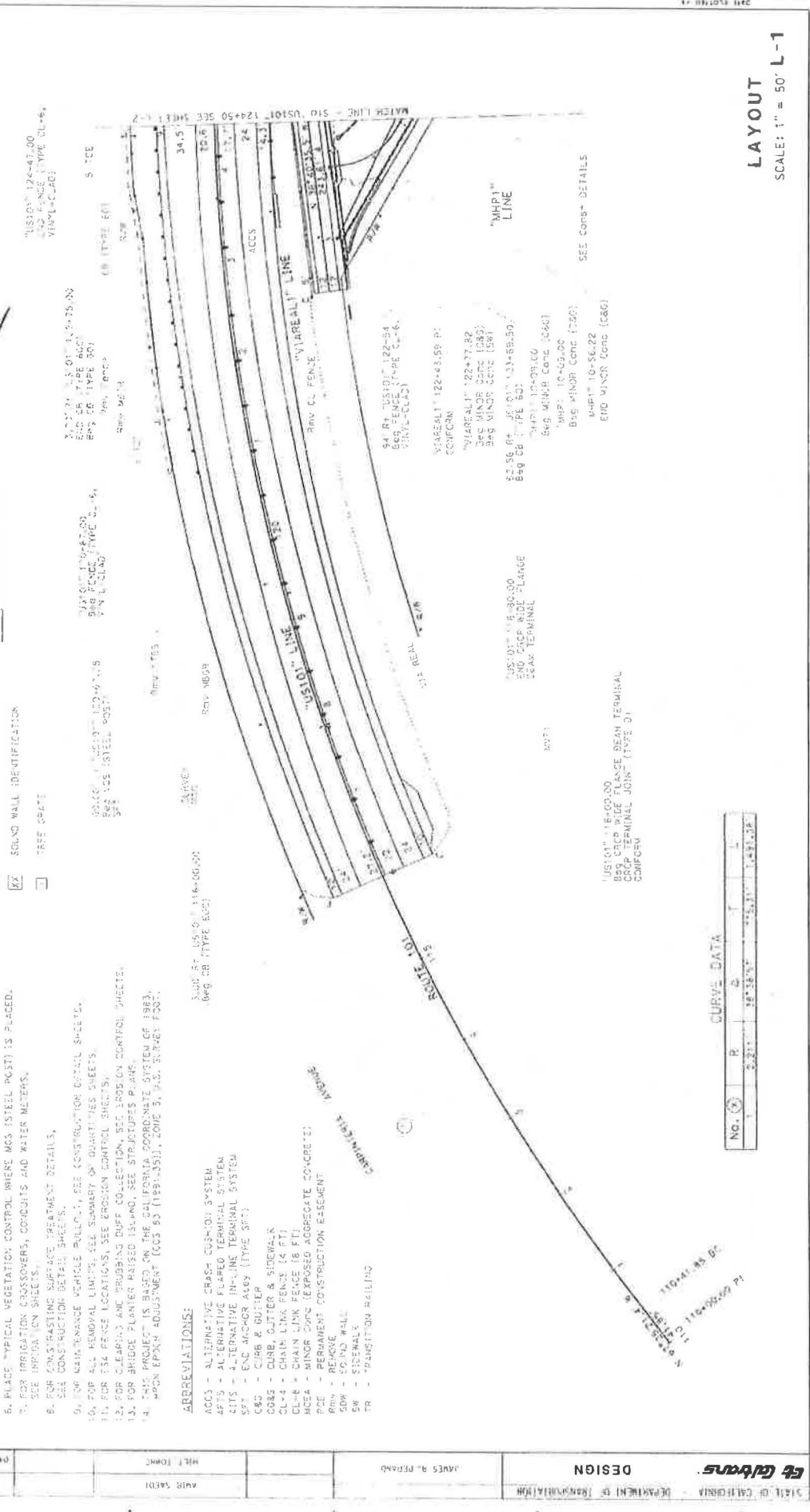
DATE	10/10/13	NO. OF SHEETS	10/10/13
DESIGNED BY	10/10/13	DATE	10/10/13
REGISTERED CIVIL ENGINEER	10/10/13	DATE	10/10/13
PLANS APPROVAL DATE	10/10/13	DATE	10/10/13



MINOR CONC EXPOSED AGGREGATE CONCRETE (SEE CONST DETAILS)
 RAISED ISLAND (SEE CONST DE-ALS)
 C-200 COLD PLATE AC PUMP
 C-200 HMA (TYPE 4)

NOTES:
 1. FOR ACCURATE RIGHT OF WAY DATA, CONTACT
 2. FOR CURB RAMP, CURB AND GUTTER, ROADWIDENING, DRIVEWAY
 3. FOR INTERSECTION INFORMATION, SEE CONSTRUCTION DETAIL SHEETS.
 4. FOR WALL AND WALL WITH BARRIER INFORMATION, SEE STRUCTURES PLANS.
 5. FOR CONTOUR GRADING, SEE DRAINAGE GRADING PLANS.
 6. PLACE TYPICAL VEGETATION CONTROL WHERE MOS (STEEL POST) IS PLACED.
 7. FOR IRRIGATION CROSSOVERS, CONDUITS AND WATER METERS.
 8. FOR CONCRETE SURFACE TREATMENT DETAILS, SEE CONSTRUCTION DETAIL SHEETS.
 9. FOR MAINTENANCE VEHICLE RAMP, SEE CONSTRUCTION DETAIL SHEETS.
 10. FOR ALL REMOVAL LIMITS, SEE SUMMARY OF QUANTITIES SHEETS.
 11. FOR T&E P&E LOCATIONS, SEE EROSION CONTROL SHEETS.
 12. FOR CLEARING AND TRUBBING DUFF COLLECTION, SEE EROSION CONTROL SHEETS.
 13. FOR BRIDGE PLANTER RAISED ISLAND, SEE STRUCTURES PLANS.
 14. THIS PROJECT IS BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983.
 15. MOON EPOCH ADJUSTMENT (CCS 83 (1981-2011), ZONE 3, NAD 83, STATE FGS).

NO. 1	NO. 2	NO. 3	NO. 4	NO. 5	NO. 6	NO. 7	NO. 8	NO. 9	NO. 10	NO. 11	NO. 12	NO. 13	NO. 14	NO. 15	NO. 16	NO. 17	NO. 18	NO. 19	NO. 20	NO. 21	NO. 22	NO. 23	NO. 24	NO. 25	NO. 26	NO. 27	NO. 28	NO. 29	NO. 30	NO. 31	NO. 32	NO. 33	NO. 34	NO. 35	NO. 36	NO. 37	NO. 38	NO. 39	NO. 40	NO. 41	NO. 42	NO. 43	NO. 44	NO. 45	NO. 46	NO. 47	NO. 48	NO. 49	NO. 50	NO. 51	NO. 52	NO. 53	NO. 54	NO. 55	NO. 56	NO. 57	NO. 58	NO. 59	NO. 60	NO. 61	NO. 62	NO. 63	NO. 64	NO. 65	NO. 66	NO. 67	NO. 68	NO. 69	NO. 70	NO. 71	NO. 72	NO. 73	NO. 74	NO. 75	NO. 76	NO. 77	NO. 78	NO. 79	NO. 80	NO. 81	NO. 82	NO. 83	NO. 84	NO. 85	NO. 86	NO. 87	NO. 88	NO. 89	NO. 90	NO. 91	NO. 92	NO. 93	NO. 94	NO. 95	NO. 96	NO. 97	NO. 98	NO. 99	NO. 100
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DESIGN

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

JOHN A. PEPANO

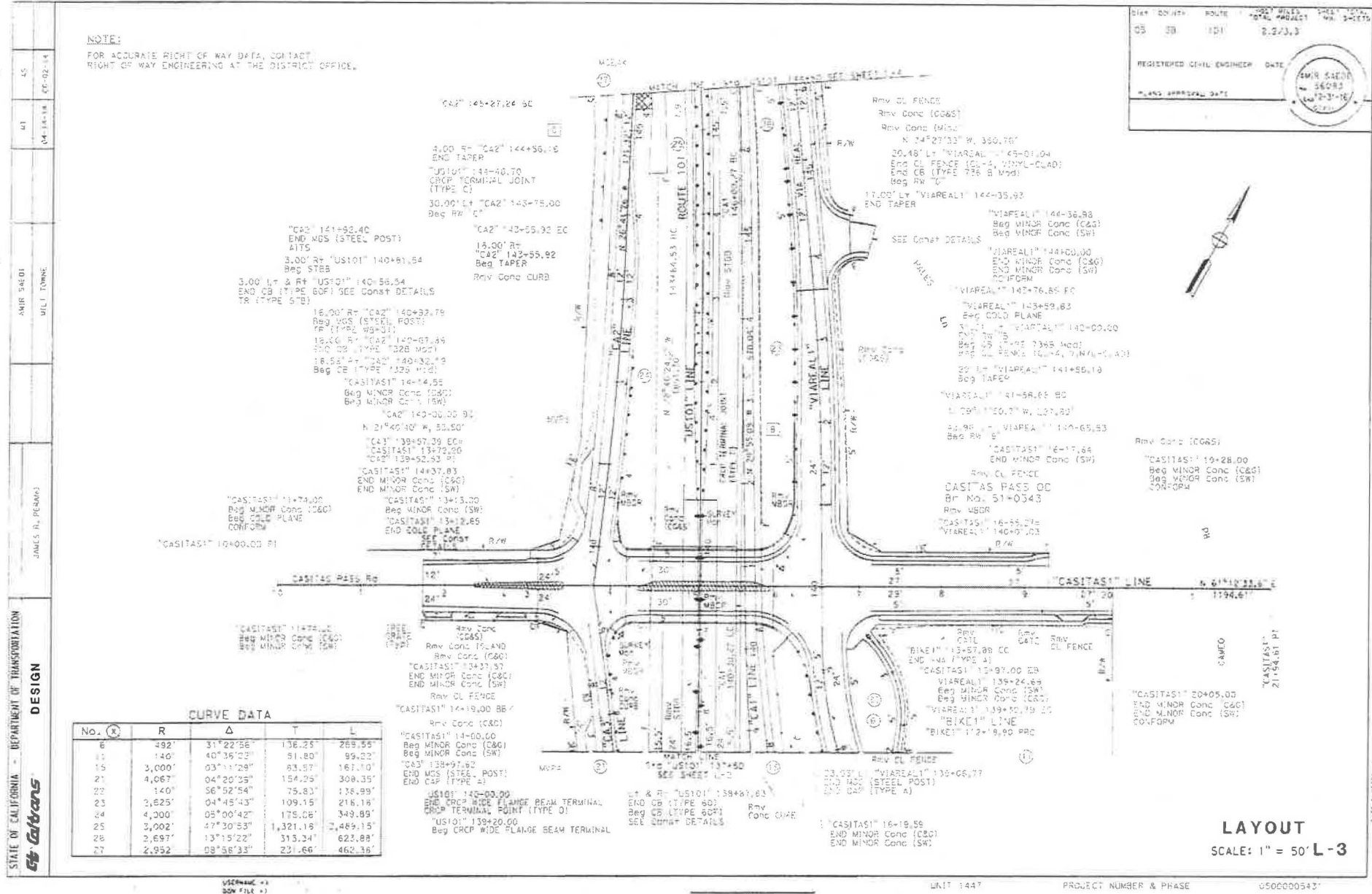
DATE: 10/10/13

PROJECT NUMBER: 8-1456

950000005-31

LAYOUT

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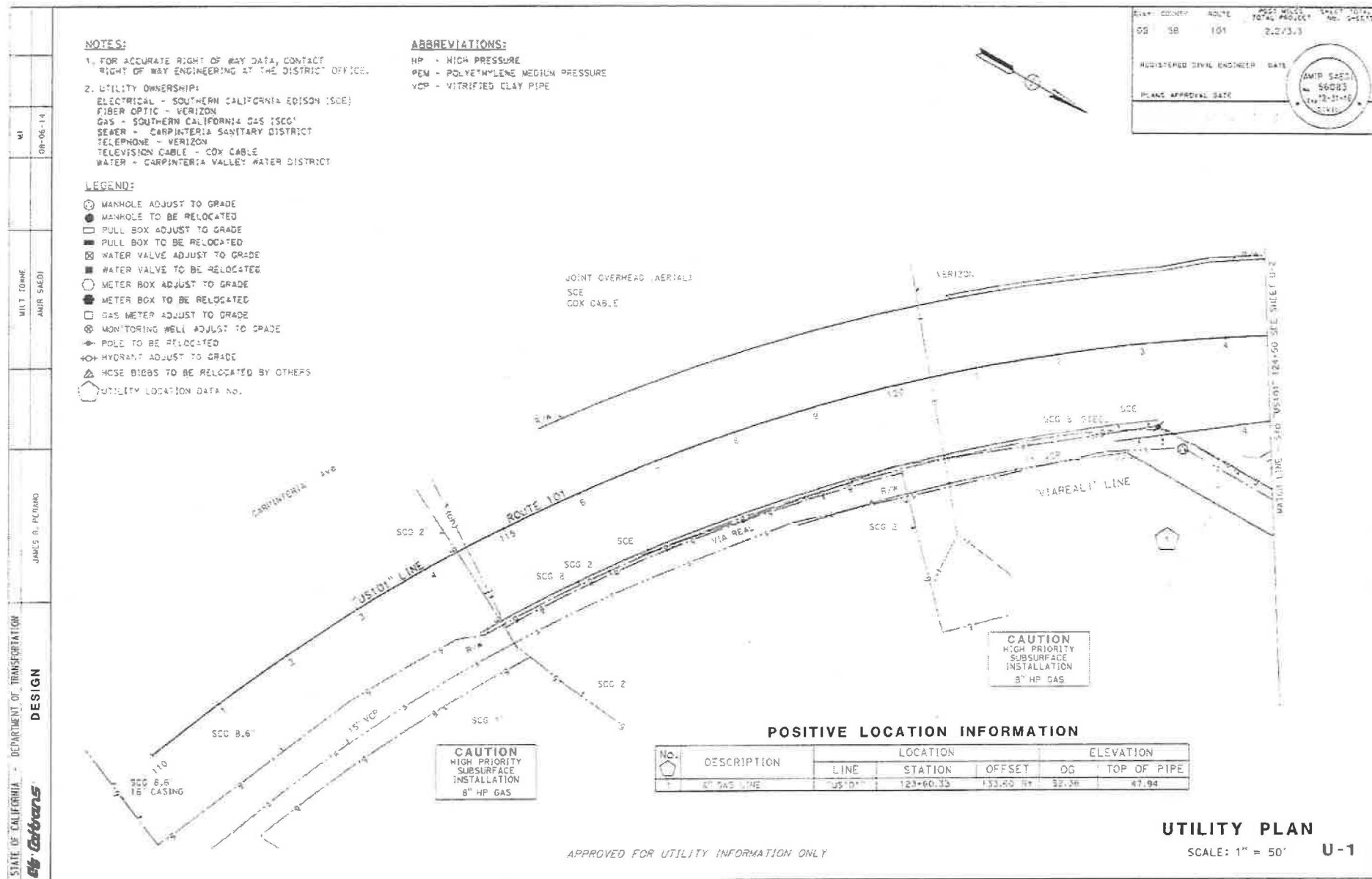


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27	3.155	57°47'11"	81.79	32.22
32	3.401	69°50'55"	450.6	118.47
33	3.590	44°38'40.0"	50.62	15.57
34	3.252	0°55'55.6"	206.64	472.01
38	1.000	16°33'42"	188.53	294.03

LAYOUT
SCALE: 1" = 50' L-5



USE PLAN 113
 DOW FILE 113

UNIT 1447

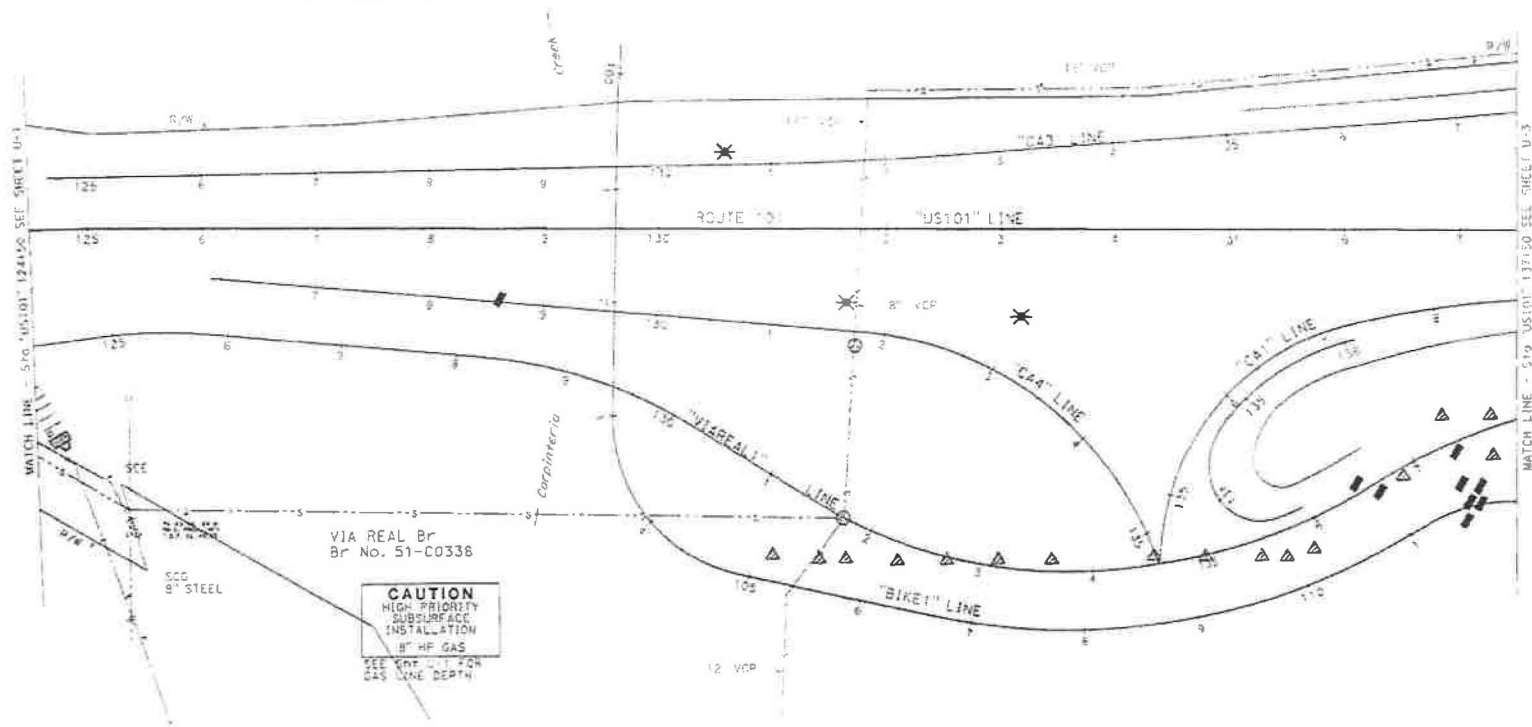
PROJECT NUMBER & PHASE

05000005431

DATE PLOTTED 03
 03-06-14 TIME PLOTTED 03

FOR ACCURATE RIGHT OF WAY DATA, CONTACT
RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.

CARPINTERIA Cr Br
Br No. 51-0052



UTILITY PLAN
SCALE: 1" = 50' **U-2**

APPROVED FOR UTILITY INFORMATION ONLY

254 1911

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

DESIGN

St. Albans

JAMES R. PERANO

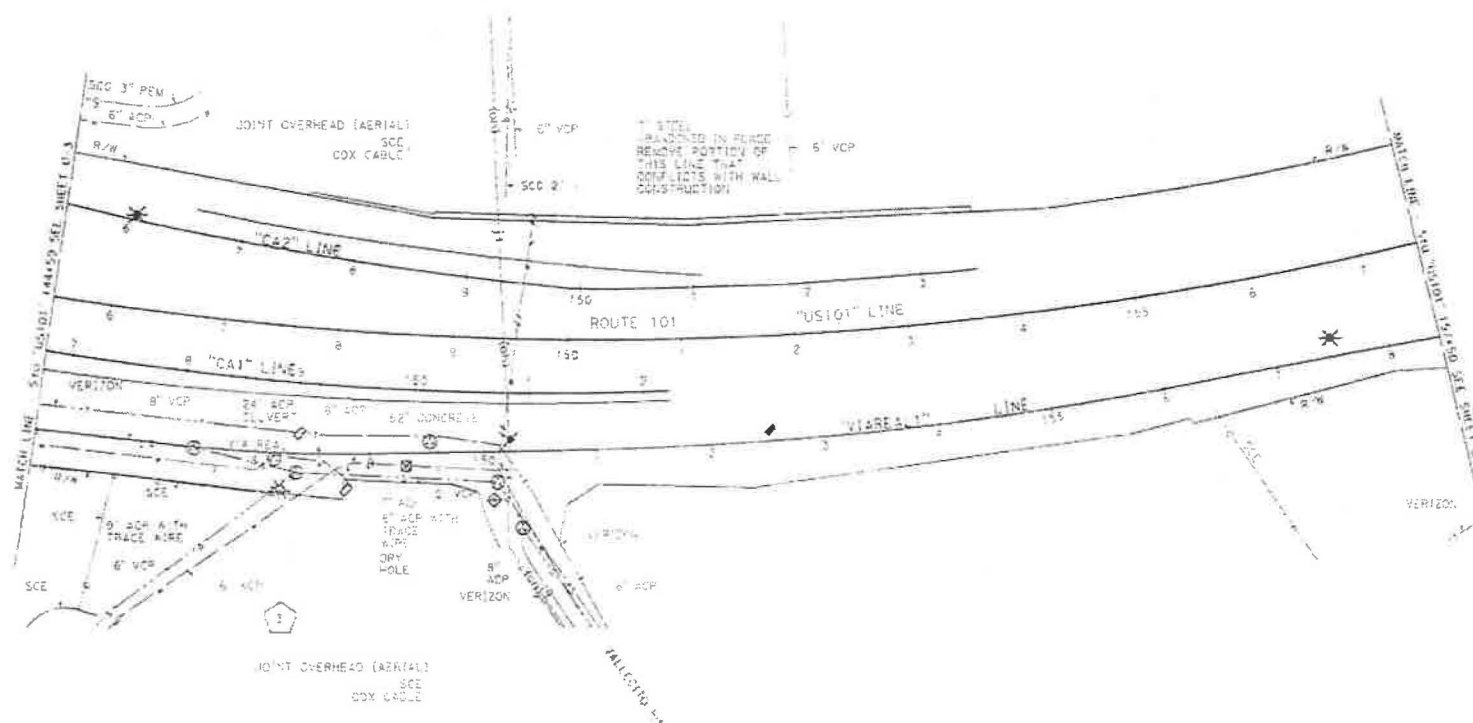
AM/P. SAE:31

ur
03-05-

[illegible]

FOR ACCURATE RIGHT OF WAY DATA, CONTACT
RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.

PLANT MATERIALS 247



NO. 	DESCRIPTION	LOCATION			ELEVATION	
		LINE	STATION	OFFSET	OG	TOP OF PIPE
3	6" WATER LINE	US101	147+82.68	126.15' R	42.00	38.05

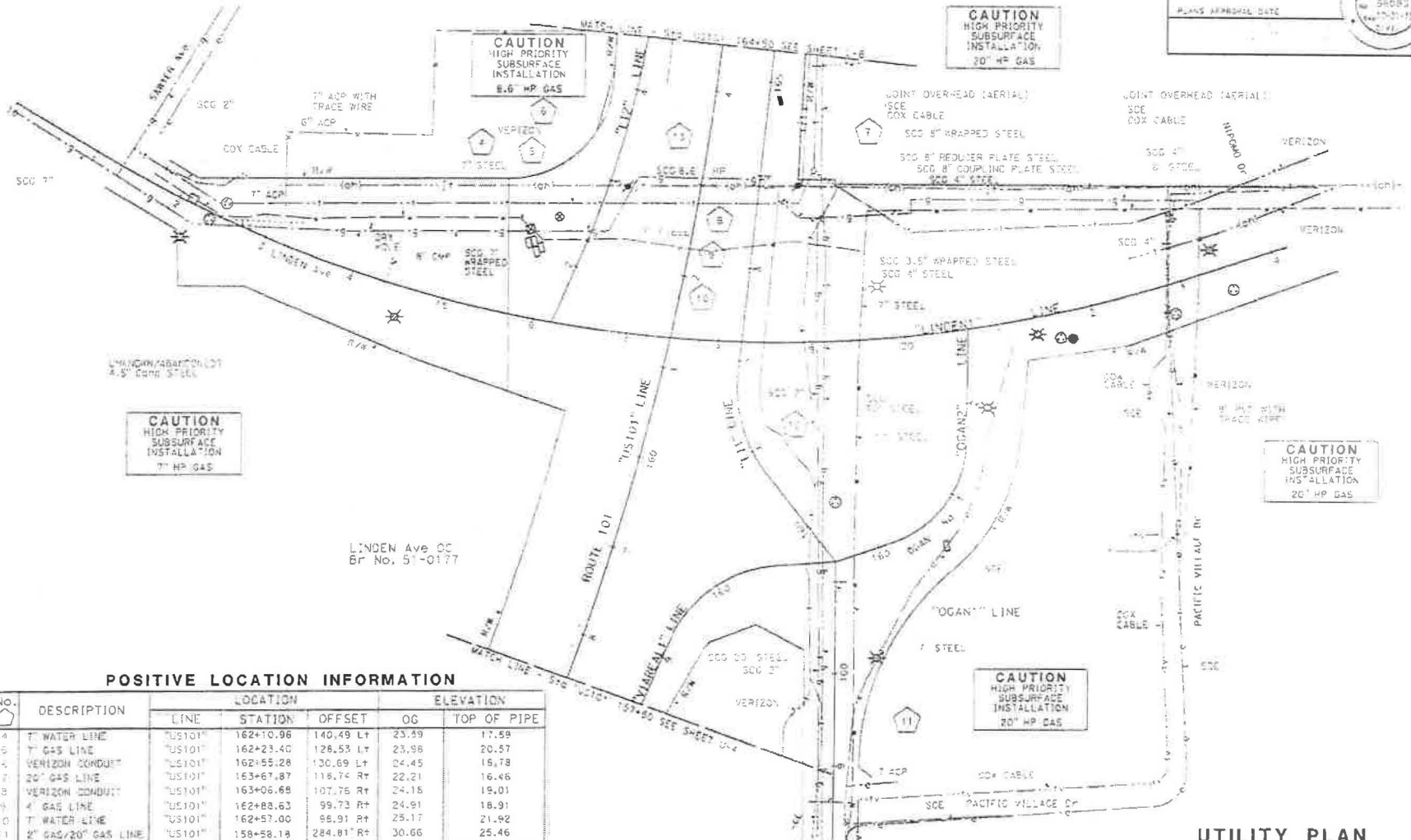
APPROVED FOR UTILITY INFORMATION ONLY

SCALE: 1" = 50' U-4

NOTES

FOR ACCURATE RIGHT OF WAY DATA, CONTACT
RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.

DATE	05/15/14	DATE	05/15/14
BY	38	DATE	05/15/14
PROJECT	101	DATE	05/15/14
TOTAL PROJECT	2,273.3	DATE	05/15/14
DESIGNED BY	DATE	DATE	DATE
PLANS APPROVAL DATE	DATE	DATE	DATE



POSITIVE LOCATION INFORMATION

No.	DESCRIPTION	LINE	LOCATION		ELEVATION	
			STATION	OFFSET	OG	TOP OF PIPE
4	7" WATER LINE	"US101"	162+10.96	140.49 Lt	23.59	17.59
5	7" GAS LINE	"US101"	162+23.40	128.53 Lt	23.98	20.57
6	VERIZON CONDUIT	"US101"	162+55.28	130.69 Lt	24.45	15.78
7	20" GAS LINE	"US101"	163+67.87	118.74 Rt	22.21	16.46
8	VERIZON CONDUIT	"US101"	163+06.68	107.75 Rt	24.15	19.01
9	4" GAS LINE	"US101"	162+88.63	99.73 Rt	24.91	18.91
10	7" WATER LINE	"US101"	162+57.00	98.91 Rt	25.17	21.92
11	2" GAS/20" GAS LINE	"US101"	158+58.18	284.81 Rt	30.66	25.46
12	2" GAS/20" GAS LINE	"US101"	160+34.05	192.16 Rt	27.78	27.79/20.76
13	8" GAS LINE	"US101"	162+97.58	61.46 Rt	21.12	TBD

WAITING FOR PH INFO

APPROVED FOR UTILITY INFORMATION ONLY

UTILITY PLAN
SCALE: 1" = 50' U-5

UNIT 1447

PROJECT NUMBER 5 PHASE

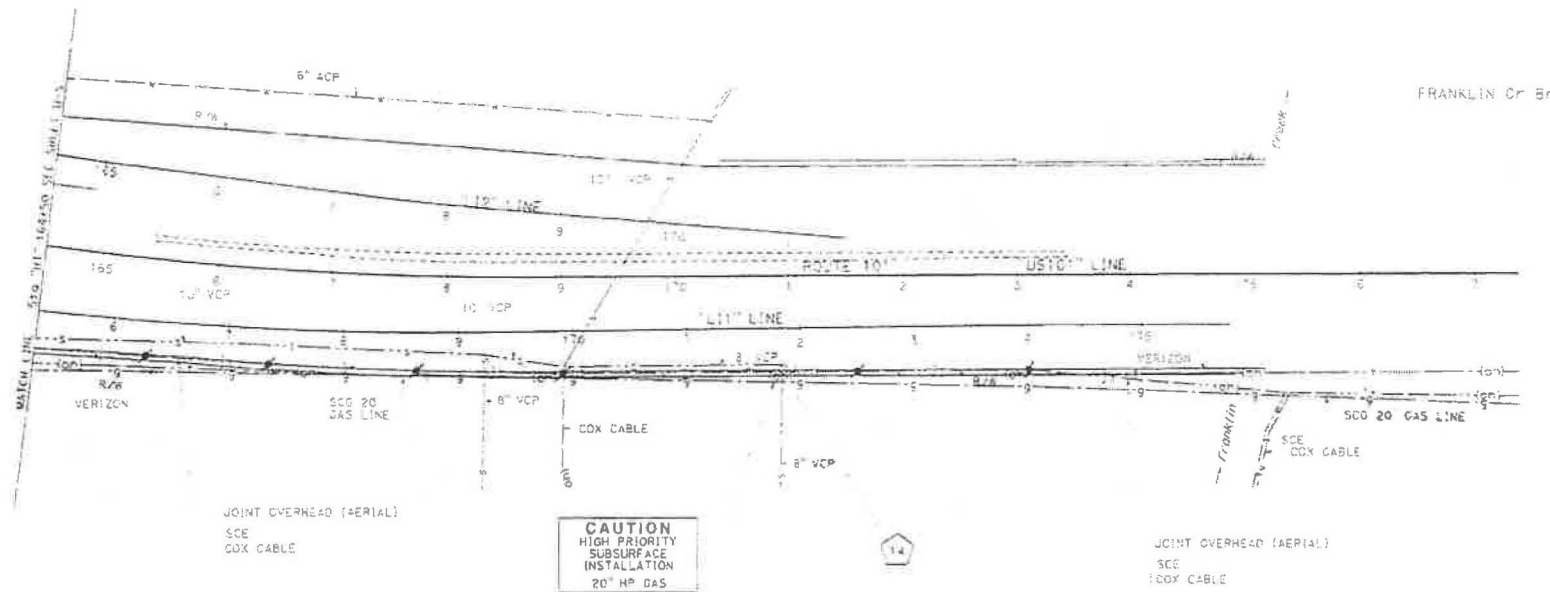
05000005431

05 15 14 1447 U-5

NOTE:

FOR ACCURATE RIGHT OF WAY DATA, CONTACT
RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.

CITY	COUNTY	ROUTE	POST MILE	SHEET TOTAL
OS	ES	101	2.2/3.3	NO. SHEETS
REGISTERED CIVIL ENGINEER			DATE	
PLANS APPROVAL DATE				



POSITIVE LOCATION INFORMATION

NO.	DESCRIPTION	LOCATION			ELEVATION	
		LINE	STATION	OFFSET	OG	TOP OF PIPE
14	20" GAS LINE	US101"	171+00.00	52.25' R+	17.35	17.10

APPROVED FOR UTILITY INFORMATION ONLY

UTILITY PLAN
SCALE: 1" = 50' **U-6**

USE PHASE 1
DO NOT FILE

UNIT 1447

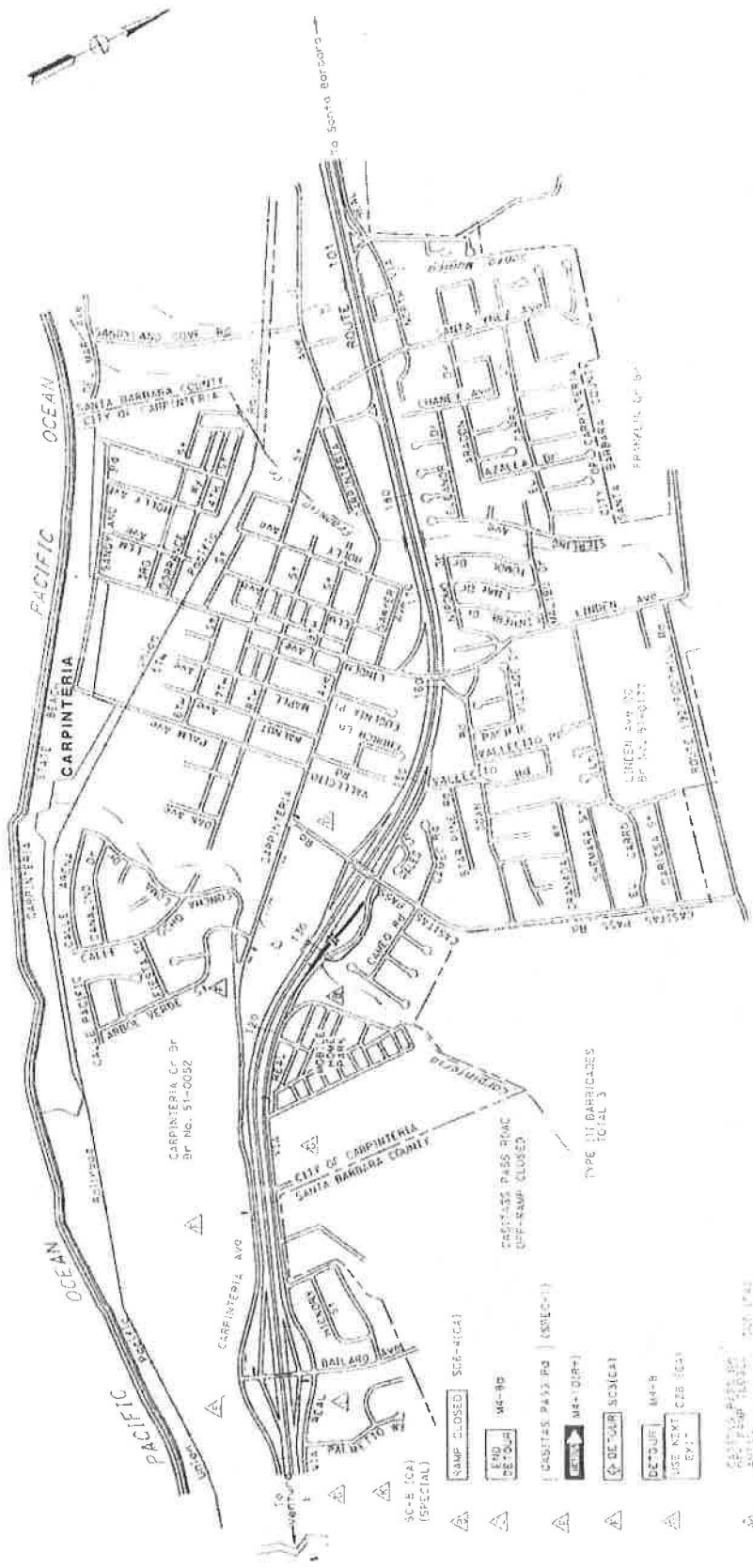
PROJECT NUMBER & PHASE

0500005431

DATE PLOTTED 11/14/15
05-15 14 THE PORTER

SHEET NO. 1
 PROJECT NO. 1448
 DATE 2/2/83
 DRAWN BY J. L. BROWN
 CHECKED BY J. L. BROWN
 APPROVED BY J. L. BROWN

NOTE:
 DURING THE NE OFF-RAMP CLOSURE, THE ROAD VEHICLE SHOULD BE
 CASITAS PASS ROAD NB OFF-RAMP CLOSED
 USE BAY AND AVE
 NEXT EXIT
 TAKE RIGHT ON CARPINTERIA AVE TO ACCESS CASITAS PASS ROAD



MOTORIST INFORMATION PLAN (NORTHBOUND CASITAS PASS ROAD (OFF RAMP CLOSED)) MI-2

NC SCALE

APPROVED FOR MOTORIST INFORMATION WORK ONLY

MOTORIST INFORMATION PLAN
(LINDEN Ave Rd AND OGAN Rd CLOSED)

APPROVED FOR MOTORIST INFORMATION WORK ONLY



- ① 100%.
- ② 100% bridge elements within the limits of 100% pile-up and 100% ground failure.
- ③ Concrete barrier (Type 30W Modified)
- ④ Bridge 100%.
- ⑤ Integral abutment concrete deck.
- ⑥ Concrete barrier (Type 30W Modified) to be constructed as and of Stage 2 construction.
- ⑦ Bridge fence rail to be constructed as and of Stage 2 construction.
- ⑧ Integral abutment concrete deck to be constructed as and of Stage 2.
- ⑨ Integral abutment concrete deck to be constructed as and of Stage 2.
- ⑩ Integral abutment concrete deck to be constructed as and of Stage 2.
- ⑪ Integral abutment concrete deck to be constructed as and of Stage 2.
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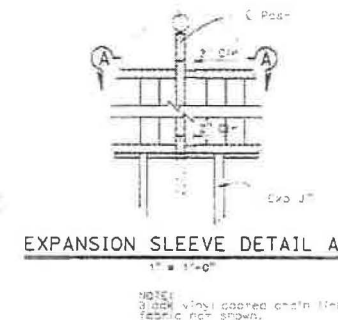
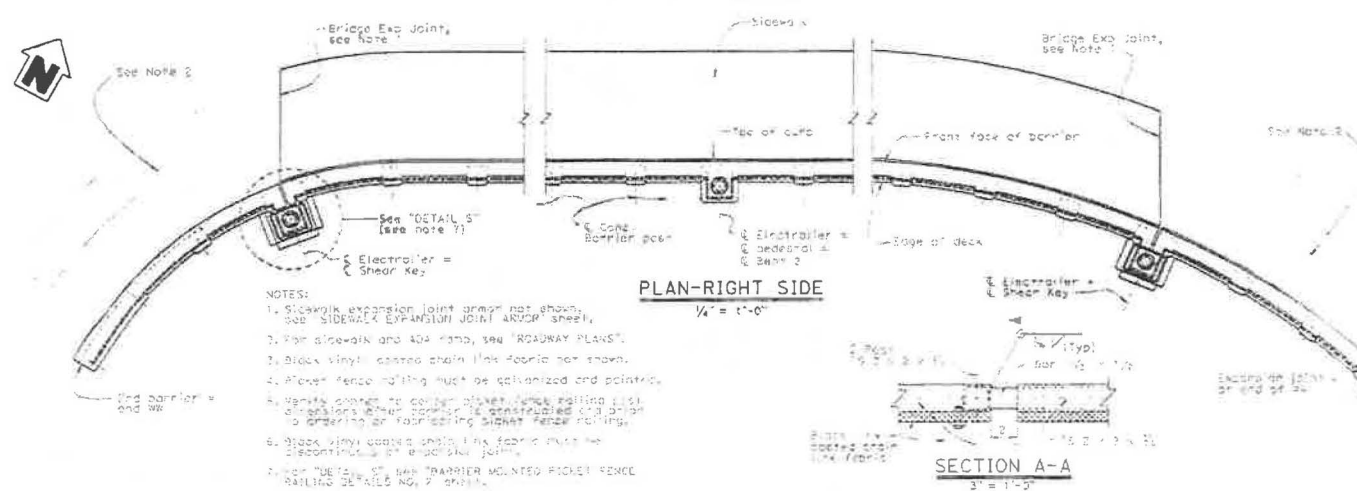
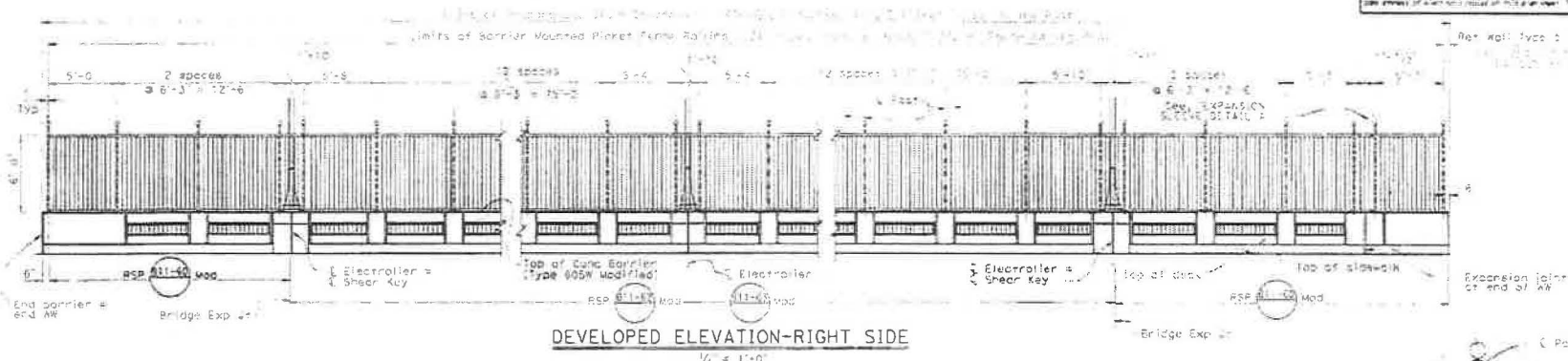
☐ I have no further comments.



NOTE:
VERIFY ALL CONTROLLING FIELD
DIMENSIONS BEFORE ORDERING OR
FABRICATING ANY MATERIAL.

[illegible]

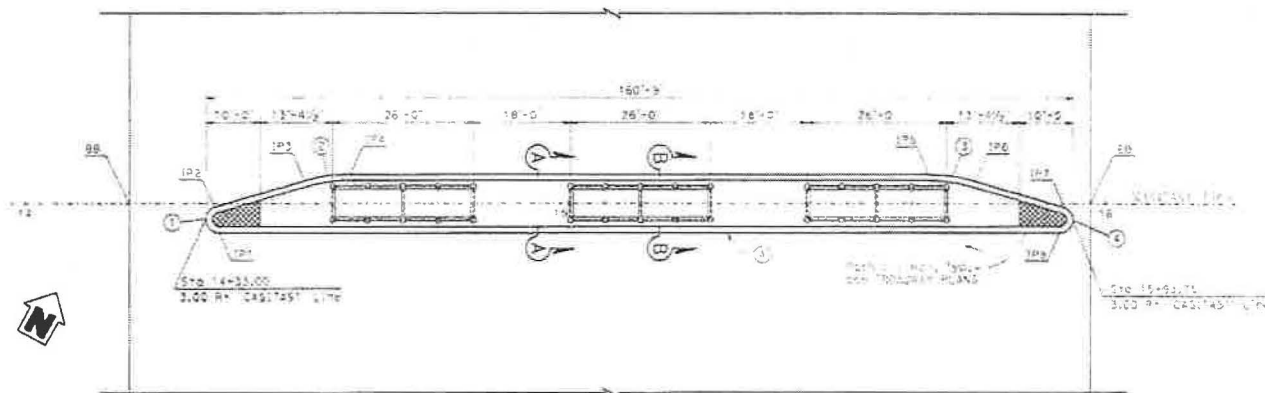
DATE	10/1	DESIGNER	10/1
BY	10/1	CHECKED	10/1
<i>Robert Don</i> REVISIONS NO. 1 DATE 10/1			
PLANS APPROVED DATE 10/1			
THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION DESIGN BRANCH 7			



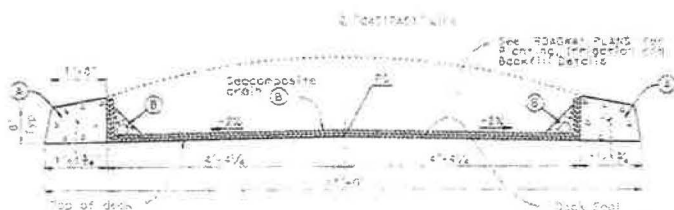
- NOTES:
1. Sidewalk expansion joint armor not shown, see "SIDEWALK EXPANSION JOINT ARMOR" sheet.
 2. For sidewalk and top hand, see "ROADWAY PLANS".
 3. 600 vinyl coated chain link fabric not shown.
 4. Barrier fence railing must be galvanized and painted.
 5. Verify center to center picket fence railing (C-C) dimensions before construction and prior to ordering or fabricating picket fence railing.
 6. 600 vinyl coated chain link fabric must be discontinuous at expansion joint.
 7. Refer "DETAIL 5" for "BARRIER MOUNTED PICKET FENCE RAILING DETAILS NO. 7" sheet.

SECTION A-A
3" = 1'-0"

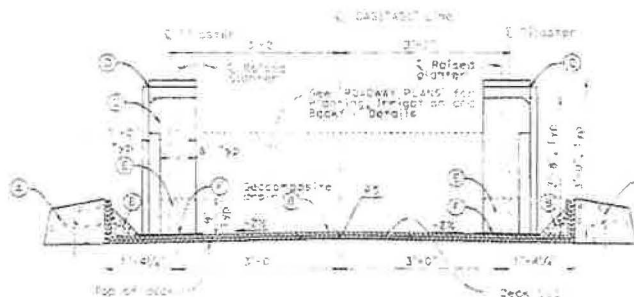
DESIGNER 10/1		PROJECT 10/1		STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION		DIVISION OF ENGINEERING SERVICES STRUCTURE DESIGN		CASITAS PASS ROAD OVERCROSSING (REPLACE)	
DESIGNER 10/1		PROJECT 10/1		DESIGN BRANCH 7		BARRIER MOUNTED PICKET FENCE RAILING LAYOUT NO. 1			
DESIGNER 10/1		PROJECT 10/1		DESIGN BRANCH 7		BARRIER MOUNTED PICKET FENCE RAILING LAYOUT NO. 1			



PLAN
1" = 10'



SECTION A-A
1" = 1'-0"



TYPICAL SECTION B-B
1" = 1'-0"

NOTE:
For dimensions not shown, see SECTION A-A.

DATE	REVISION	ROUTE	POST MILE	SHEET NO.	TOTAL SHEETS
05/05/00		101	5.00	10	10

DESIGNED BY: *Rafael Oro*
CHECKED BY: *Rafael Oro*
DATE: 5/5/00
PROJECT NO.: 05-00000
SHEET NO.: 10

PLANS APPROVAL DATE: _____
APPROVED BY: _____
TITLE: BRIDGE PLANTER LAYOUT

For State of California Department of Transportation
and for the use of the Department of Transportation
the State of California Department of Transportation
is not responsible for the accuracy or
completeness of the information shown on this plan.

CURVE DATA

NO.	R	Δ	T	L
1	25.00	158°30'50"	13.78	6.92
2	25.00	14°39'25"	4.32	6.95
3	25.00	14°39'25"	4.32	6.95
4	25.00	158°30'50"	13.78	6.92

ISLAND (PLANTER) POINT DESCRIPTIONS

NO.	COORDINATE / DESCRIPTION
1	3.00' AT 14+38.00' LINE, S+D 14+38.00
2	3.00' AT 14+40.00' LINE, S+D 14+40.00
3	4.25' AT 14+42.00' LINE, S+D 14+42.00
4	3.00' AT 14+44.00' LINE, S+D 14+44.00
5	3.00' AT 14+46.00' LINE, S+D 14+46.00
6	4.25' AT 14+48.00' LINE, S+D 14+48.00
7	3.00' AT 14+50.00' LINE, S+D 14+50.00
8	3.00' AT 14+52.00' LINE, S+D 14+52.00
9	3.00' AT 14+54.00' LINE, S+D 14+54.00
10	3.00' AT 14+56.00' LINE, S+D 14+56.00
11	3.00' AT 14+58.00' LINE, S+D 14+58.00
12	3.00' AT 14+60.00' LINE, S+D 14+60.00
13	3.00' AT 14+62.00' LINE, S+D 14+62.00
14	3.00' AT 14+64.00' LINE, S+D 14+64.00
15	3.00' AT 14+66.00' LINE, S+D 14+66.00
16	3.00' AT 14+68.00' LINE, S+D 14+68.00
17	3.00' AT 14+70.00' LINE, S+D 14+70.00
18	3.00' AT 14+72.00' LINE, S+D 14+72.00
19	3.00' AT 14+74.00' LINE, S+D 14+74.00
20	3.00' AT 14+76.00' LINE, S+D 14+76.00
21	3.00' AT 14+78.00' LINE, S+D 14+78.00
22	3.00' AT 14+80.00' LINE, S+D 14+80.00
23	3.00' AT 14+82.00' LINE, S+D 14+82.00
24	3.00' AT 14+84.00' LINE, S+D 14+84.00
25	3.00' AT 14+86.00' LINE, S+D 14+86.00
26	3.00' AT 14+88.00' LINE, S+D 14+88.00
27	3.00' AT 14+90.00' LINE, S+D 14+90.00
28	3.00' AT 14+92.00' LINE, S+D 14+92.00
29	3.00' AT 14+94.00' LINE, S+D 14+94.00
30	3.00' AT 14+96.00' LINE, S+D 14+96.00
31	3.00' AT 14+98.00' LINE, S+D 14+98.00
32	3.00' AT 15+00.00' LINE, S+D 15+00.00

NOTE:

1" = 10' (TRANSVERSE) POINT

1" = 10' (LONGITUDINAL) POINT

1" = 10' (VERTICAL) POINT

1" = 10' (HORIZONTAL) POINT

1" = 10' (DIAGONAL) POINT

1" = 10' (CURVE) POINT

1" = 10' (TANGENT) POINT

1" = 10' (CHORD) POINT

1" = 10' (ARC) POINT

1" = 10' (SPHERE) POINT

1" = 10' (CYLINDER) POINT

1" = 10' (CONE) POINT

1" = 10' (PYRAMID) POINT

1" = 10' (PRISM) POINT

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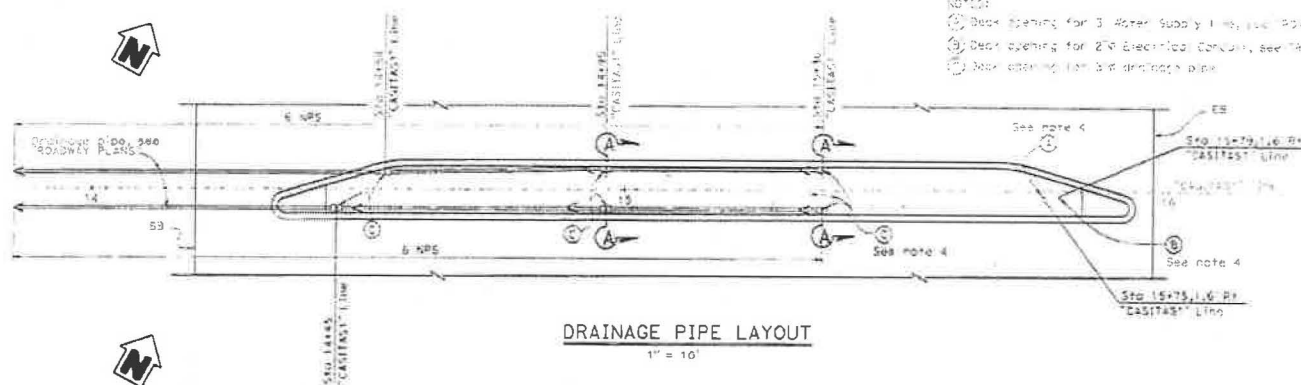
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1" = 10' (CYLINDER) POINT

1" = 10' (CONE) POINT

$\frac{1}{2} \times \frac{1}{2} \times \frac{1}{2}$	$\frac{1}{2} \times \frac{1}{2} \times \frac{1}{2}$
---	---

[illegible]



DESIGN	DATE	REVISION	DATE
1	10/1/82	1	10/1/82

Revised

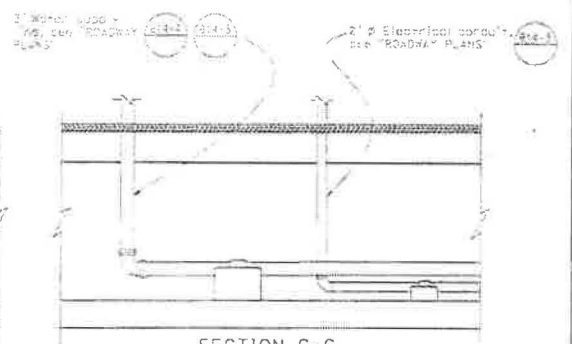
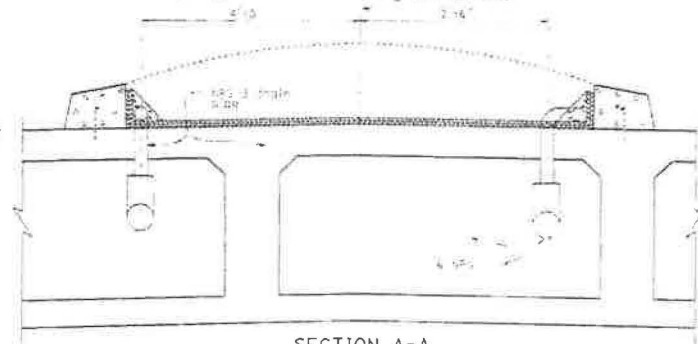
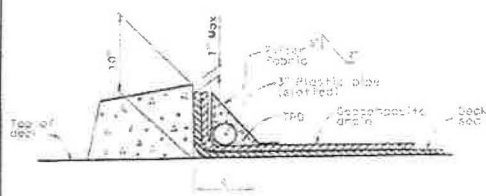
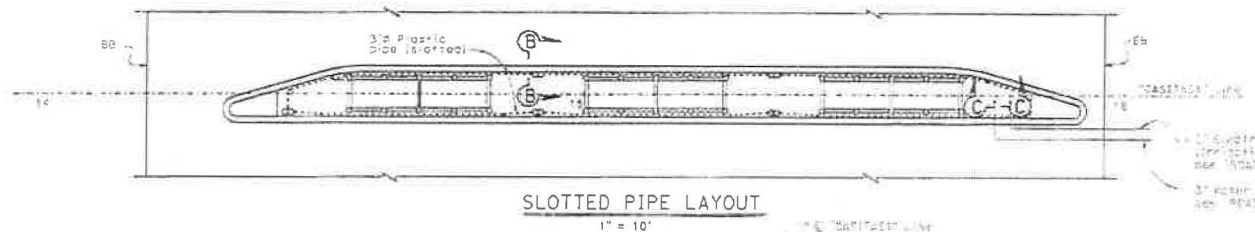
APPROVED BY: ENGINEER

PROJECT: CASITAS PASS ROAD OVERCROSSING (REPLACE)

BRIDGE PLANTER DRAINAGE

DATE: 10/1/82

BY: [Signature]



NOTES: Typical detail at curb except at plastic slotted pipe is not required where not shown, see slotted pipe layout.		STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION		DIVISION OF ENGINEERING SERVICES STRUCTURE DESIGN DESIGN BRANCH 7		CASITAS PASS ROAD OVERCROSSING (REPLACE) BRIDGE PLANTER DRAINAGE	
DESIGN	BY: [Signature]	CHECKED	BY: [Signature]	DATE	10/1/82	PROJECT	CASITAS PASS ROAD OVERCROSSING (REPLACE)
DETAILS	BY: [Signature]	CHECKED	BY: [Signature]	DATE	10/1/82	BRIDGE	BRIDGE PLANTER DRAINAGE
APPROVED	BY: [Signature]	CHECKED	BY: [Signature]	DATE	10/1/82	CONTRACT	CONTRACT NO. 82-44824



DATE: 1980	D. LINDARD SPINTE VLAJING				
PROJECT NUMBER & PHOTO: CSDC001143	CAR: TER BEVINDIC DATES				

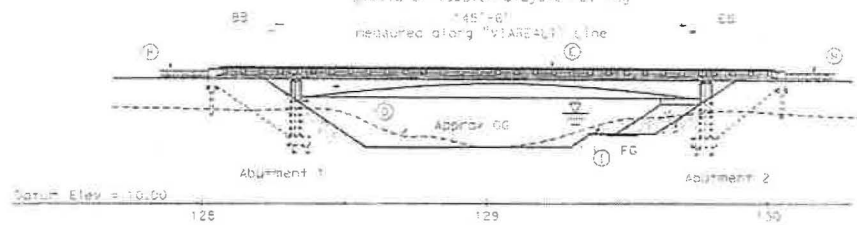
Sta 127+95.00
Elev 54.05

Sta 128+95.00
Elev 54.05

PROFILE GRADE

NO SCALE

Limits of abutment and main concrete barrier
Limits of tubular pile-toe railing
"45'-6" measured along "VIAREALI" line



ELEVATION

1" = 20'



Carpenteria Creek Bridge
No. 51-0342

Sta 126+34.31
"CA1" Line

BB Sta 128+25.50
Elev 53.96

BC Sta 131+63.09
"CA1" Line

EB Sta 129+71.00
Elev 53.92

EC Sta 127+52.32
"VIAREALI" Line

Top of 411



CURVE DATA

"VIAREALI" Line
R = 475.00'
Δ = 13°11'5"
L = 131.02'
"SKEW" Line
R = 113.27'
Δ = 13°11'5"
L = 131.02'

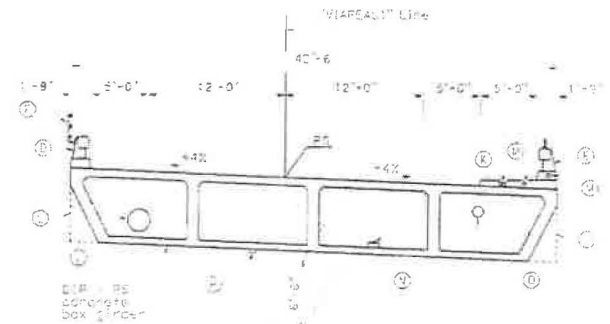
PLAN

1" = 20'

NOTES:

1. Right "To Road" Bridge
2. Right "To Road" Bridge
3. Structure Approach (see "Roadway Plans")
4. Concrete Barrier (Type BC Modified)
5. Concrete Barrier (Type BC Modified)
6. Tubular Pile-toe Railing
7. Rock Slope Protection (see "Roadway Plans")
8. AGS, see "Roadway Plans"
9. Blind Path, see "Roadway Plans"
10. Future Utility
11. Two 4"Ø opening for future utility
12. Architectural arch, see "BRIDGE GEOMETRIC" sheet
13. 2"Ø Electric conduit (lighting), see "Roadway Plans"
14. 3" Water supply line (bridge)
15. Deck Drainage
16. Safety Light, see "GIRDER LAYOUT" sheet

DATE	NO.	REV.	BY	CHKD.	DATE
10/1/71	1	1	Rohat	10/1/71	1
PROJECT NO. 51-0342					
SHEET NO. 1					
SHEET TOTAL 1					



TYPICAL SECTION

NOTES:

1. For Index to Plans, Standard Plans, General Notes and Plate Data Table, see "INDEX TO PLANS" sheet
2. For Hydrologic/Hydraulic Summary, see "FOURTH PLAN" sheet.

QUANTITIES

CONCRETE	100.00	100.00
STEEL	100.00	100.00
WOOD	100.00	100.00
PAINT	100.00	100.00
LAND	100.00	100.00
ROADS	100.00	100.00
UTILITIES	100.00	100.00
ENVIRONMENTAL	100.00	100.00
ARCHITECTURAL	100.00	100.00
LANDSCAPE	100.00	100.00
PLANTING	100.00	100.00
ANIMALS	100.00	100.00
WATER	100.00	100.00
AIR	100.00	100.00
SOIL	100.00	100.00
ROCK	100.00	100.00
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ATTACHMENT 1

**City Council
Resolution No. 5632**

**Exhibit C – Conditions of Approval
Project 09-1522-CUP/CDP**

November 23, 2015

EXHIBIT C
DRAFT CONDITIONS OF APPROVAL
PROJECT 09-1522-CUP/CDP

Linden Avenue and Casitas Pass Road Interchanges and Via Real Extension

November 23, 2015

The Conditions set forth in this permit affect the title and possession of the real property which is the subject of this permit and shall run with the real property or any portion thereof. All the terms, covenants, conditions and restrictions herein imposed shall be binding upon and inure to the benefit of the owner (applicant, developer), his or her heirs, administrators, executors, successors and assigns. Upon any sale, division or lease of real property, all the conditions of this permit shall apply separately to each portion of the real property and the owner (applicant, developer) and/or possessor of any such portion shall succeed to and be bound by the obligations imposed on the owner (applicant, developer) by this permit.

- 1. Permitted Development.** The development approved by the City Council on November 23, 2015 is limited to the Linden Avenue and Casitas Pass Road Interchanges and Via Real Extension (Project 09-1522-CUP/CDP), consisting of the improvements shown on the plans and written project description below, and the conditions of approval on file at the City of Carpinteria, subject to further City review and approval as detailed below.

The Linden Avenue and Casitas Pass Road Interchanges and Via Real Extension consists of replacing both the Linden Avenue and Casitas Pass Road US 101 overcrossings, reconfiguring the northbound on and offramps at Casitas Pass Road, extending the northbound Linden Avenue onramp, rebuilding the southbound Linden Avenue offramp, replacing the US 101 freeway bridges over Carpinteria Creek, constructing four soundwalls along the US 101 corridor and extending Via Real to Casitas Pass Road and to Linden Avenue. The following bulleted summary provides highlights of the major components of the proposal.

- Replace, widen, lengthen and raise the northbound and southbound US 101 Carpinteria Creek Bridges.
- Extend Via Real from the cul de sac at San Roque Mobile Home Park over Carpinteria Creek to Linden Avenue, building a new bridge for Via Real over Carpinteria Creek (including one vehicle travel lane in each direction, one Class II bike path in each direction and a five-foot wide sidewalk on the north side).
- A 535-foot linear section of Carpinteria Creek would be widened to accommodate the US 101 and Via Real bridges over Carpinteria Creek. The width of the channel bottom would be widened from approximately 35 feet to 65 feet. The width between the creek banks would be widened from approximately 110 feet to 140 feet. An estimated 5,000 cubic yards of material would be excavated from the creek channel, including 638 cubic yards of material below the new widened channel. An estimated 4,850 cubic yards of rock slope protection (RSP) would be installed along the restored banks of Carpinteria Creek and in adjacent areas, including approximately 393 cubic yards of RSP below the widened channel.

- Construct a Class I bike lane between Casitas Pass Road and the existing Carpinteria Creek Class I bike lane adjacent to Carpinteria Creek and remove the existing bike path that crosses Carpinteria Creek connecting to the cul de sac terminus of Via Real near Carpinteria Creek Park.
- Reconstruct the US 101 Casitas Pass Road southbound on and offramps. Remove the existing US 101 Casitas Pass Road northbound on and offramps and build new northbound on and offramps to be accessed from the Via Real frontage road extension. Install signals at the intersections of Via Real and the northbound US 101 Casitas Pass Road on and offramps, Casitas Pass Road and Via Real, and Casitas Pass Road and the southbound US 101 on and offramps.
- Replace the Casitas Pass Road US 101 overcrossing with a five-lane bridge structure including bike lanes and sidewalks on both sides. The overcrossing would initially include a planted median in the center lane leaving four lanes for vehicle traffic; the center planted median could be removed to accommodate future traffic volumes, if necessary, to be replaced by a two-way left turn to facilitate northbound and southbound US 101 onramp turning movements.
- Remove the existing US 101 southbound offramp and build a new southbound offramp at Linden Avenue. Remove the existing US 101 northbound Linden onramp and build a new roundabout, including the new northbound onramp as one of the four legs. Reconfigure Ogan Road to form a third connection to the new roundabout, located on its northeastern side. Install signals at the intersections of Linden Avenue and Ogan Road, and Linden Avenue and the southbound US 101 offramp.
- Replace the US 101 Linden Avenue overcrossing with a three-lane bridge structure, including bike lanes and sidewalks on both sides.
- Prior to construction of the new Via Real bridge, relocate the existing aboveground sewer line at Carpinteria Creek 20 feet below the creek bed parallel to Via Real.
- Construct the following soundwalls:
 - Soundwall B-4 along northbound US 101 located between Via Real and US 101, between the existing soundwall and the Verizon property (APN 003-161-001);
 - Soundwall B-7 along southbound US 101, between Church Lane and Vallecito Road;
 - Soundwall B-2 along northbound US 101, between Linden Avenue and Franklin Creek Bridge;
 - Soundwall B-9 along southbound US 101, between Franklin Creek and the end of the existing soundwall along the Linden Avenue southbound offramp.

As a condition of project approval, the following project elements and variations shall be incorporated into proposed plans and the project description and detailed more specifically subject to approval of the Community Development Director in consultation with the Public Works Director as follows:

- 1.1. ***Nipomo Drive Soundwall (B-2):*** The installation of this soundwall shall be achieved at the earliest practical point in the construction of the project.

- 1.2. **Temporary Construction Staging Areas:** The applicant shall submit to the Public Works Director for approval any areas intended for temporary staging of construction equipment and materials which are proposed to be located outside of the US 101 right-of-way.
- 1.3. **Road Surfacing:** Road surfacing shall be made as smooth as possible and lower-noise generating surfacing materials shall be utilized to minimize long-term noise and vibration effects.
- 1.4. **Construction Storm Water Pollution Prevention:** The following measures shall be implemented during project construction:
 - 1.4.1. Best available erosion and sediment prevention and control measures, both structural and non-structural, such as:
 - Stabilize disturbed areas with vegetation, mulch, geotextiles or similar method;
 - Trap sediment onsite using fiber rolls, silt fencing, sediment basin or similar method;
 - Ensure vehicles onsite are parked on areas free from mud; monitor site entrance for mud tracked offsite; and
 - Prevent blowing dust from exposed soils.
 - 1.4.2. Best Management Practices to provide adequate sanitary and waste disposal facilities and prevent contamination of runoff by construction chemicals and materials, such as:
 - Control the storage, application and disposal of pesticides, petroleum and other construction and chemical materials;
 - Site washout areas to be located more than 50 feet from a storm drain, open ditch or surface water and ensure that runoff flows from such activities do not enter receiving water bodies;
 - Provide sanitary facilities for construction workers;
 - Provide adequate disposal facilities for solid waste produced during construction and recycle where possible.

2. **Plan Review and Approval by City.** At several steps in the development of the improvement and construction plans, the project shall be subject to further review and approvals from City Departments, the Architectural Review Board (ARB) and other agencies (e.g., Carpinteria-Summerland Fire Protection District). Caltrans shall submit design plans for the Linden Avenue and Casitas Pass Road Interchanges and Via Real Extension on State of California plan format for City approval at the following intervals: 95% completion plans prior to final ARB review and *final plans* prior to commencement of construction. The applicant shall submit project plans in accordance with the City of Carpinteria final Architectural Review Board process. Plans shall address design comments made by the ARB as identified in their meeting minutes of May 16, 2013. The Architectural Review Board shall review the architectural design of all structures, landscaping and proposed project signage for aesthetics, compatibility and community character issues in accordance with General Plan/Coastal Plan policies.

3. **95% Project Plans.** The following plans and information shall be submitted to the City prior to or concurrently with submittal of 95% Completion Project Plans for review and approval by Community Development in consultation with Public Works prior to final review by the Architectural Review Board.

- 3.1. ***Storm Water Quality Measures.*** Storm water treatment system details shall be submitted for approval by the Public Works Department. Plans shall identify and describe the proposed storm water treatment devices to be installed for treating runoff from the new overcrossing and bridge structures, freeway ramps and Via Real, including any new drains installed as part of the project. Storm water treatment devices shall consist of vegetated strips, bio-swales or equivalent. Treatment devices shall have the capacity to treat the first one inch of rainfall and shall have pollutant removal rates consistent with Caltrans' approved NPDES permit if placed on Caltrans property, and shall meet the Central Coast Regional Water Quality Control Board Post-Construction Requirements if placed on City or private property. Plans submitted for approval shall include all systems, including vegetated swales, filters, detention ponds, trash racks, interceptors, etc. Plans shall show any proposed connections or upgrades to the City storm drain system on drainage plans, flow conveyance systems (ditches, dikes, berms and swales), energy dissipaters, hard surface for slope protection systems and vegetated systems, and shall preserve existing vegetation where possible. Permanent storm water systems shall comply with post-construction coastal water quality standards contained in the Transportation Corridor Wetland Overlay District (CMC Section 14.45.030.5).
- 3.2. ***Drainage Plans.*** Final drainage design and calculations shall be submitted to Public Works for review and approval of all drainage improvements and shall reflect all upgrades to existing infrastructure required by additional flows. Where feasible, construction of any new culverts shall commence at the downstream end and may be completed in phases according to the overall construction schedule. Applicant shall provide Storm Water Pollution Prevention Plan (SWPPP) requirements to bidders for proposed construction prior to accepting bids.
- 3.3. ***Agency Cooperative Agreements - Pre-Construction.*** Provide a draft Agency Cooperative Agreement between Caltrans, SBCAG, City of Carpinteria and any other entities carrying forward the project, setting forth pre-construction activities affecting City streets and facilities related to the subject project, including responsibility for environmental permitting, project design, drainage considerations, coordination of City permits for improvements (encroachments) located outside of the US 101 corridor, relocation of existing utilities, provision for any applicable fees, identification of any required project construction staging areas specifically located on City-owned properties and rights-of-way, if any, and other essential elements.
- 3.4. ***Right-of-Way Map(s) and Actions.*** Provide copies of Right-of-Way Record Maps showing data applicable to the project area as necessary to verify location of US 101 rights-of-way, City rights-of-way and any affected adjacent properties (in lieu of preliminary title reports). Depict locations of affected City streets adjacent to US 101 travel lanes on all plans (i.e., Layout plans, Drainage plans, Utility plans, etc.).

- 3.5. *Recycling Plan.*** Submit to the Public Works Director for approval a waste reduction plan including a completed Construction and Demolition Waste Diversion Plan that demonstrates how at least 65% of the project demolition and construction waste will either be re-used or recycled. Construction and Demolition Waste quantities shall be reported to Public Works on a semi-annual basis during construction.
- 3.6. *Traffic Management Plan.*** Provide a detailed Traffic Management Plan for review by Public Works, Community Development, Carpinteria-Summerland Fire Protection District and the Santa Barbara County Sheriff's Office, and obtain approval from the Public Works Director in consultation with the Community Development Director. The plan shall identify:
- 3.6.1.** Construction Phases. Project construction stage exhibits including work descriptions.
 - 3.6.2.** Staging and Parking Areas. Equipment staging, materials storage and construction worker parking areas.
 - 3.6.3.** Truck Routes. Construction truck routes to minimize noise and traffic effects to residential neighborhoods.
 - 3.6.4.** Ramp Closures and Detours. Any proposed closures of US 101 ramps and/or detours, by construction stage.
 - 3.6.5.** City Street Closures and Detours. Any proposed closures of City streets and/or detours, by construction stage.
 - 3.6.6.** Signs and Traffic Control Measures. Signage and other planned temporary traffic control measures, by construction stage.
 - 3.6.7.** Public Awareness. A program for public awareness and outreach to commuters, property owners, businesses, residents and agencies affected by project construction.
 - 3.6.8.** Public Relations Committee. Applicant is required to form and support a Public Relations Committee consisting of Caltrans, SBCAG, a public relations consultant, business representatives, residents, transit and public safety agencies and City representatives. The Committee shall meet regularly prior to and during construction. Applicant shall review construction, construction phasing, mitigation measures, public relations efforts and permit conditions of approval with the committee. Applicant shall consider feedback and comments from the committee and the general public throughout project construction and make necessary adjustments in response to problems and/or concerns when possible.
 - 3.6.9.** Maintenance of Access. Plans for providing access to businesses, coastal dependent uses and recreational uses during construction.
 - 3.6.10.** Motorist Information Measures. Elements such as radio announcements and appropriate signage.

3.6.11. Incident Response Measures. Strategies such as COZEEP and freeway service patrol.

3.6.12. Alternative Transportation and Transportation Demand Management (TDM). Incentives and other measures to increase use of alternative modes of transportation, flexible hours and TDM.

3.6.13. Coordination and Reporting. A program for ongoing reporting and coordination with the City and other affected agencies throughout construction.

3.7. *Long-Term Impact Mitigation Measures:* Applicant shall submit the following information describing long-term mitigation measures required in the EIR and Addendum and/or included in the Project Description:

3.7.1. Parks and Recreation. [EIR Mitigation 2.1.1.4]

- Public access to Carpinteria Creek Park shall be provided from the proposed extension of Via Real.
- The Class I bicycle path shall be replaced with an Americans with Disabilities Act (ADA) compliant bicycle path.
- When the Class I bicycle path requires closure, Caltrans shall provide a minimum seven-day public notice of the closure and designated detour routes.

3.7.2. Population Relocation. [EIR Mitigation 2.1.3.1]

- Adequate replacement housing shall be made available to relocate all permanently displaced residents within the community.

3.7.3. Natural Communities [EIR Mitigation 2.3.1]

- Caltrans shall comply with regulatory agencies' recommendations.
- Environmentally Sensitive Area (ESA) fencing shall be installed to limit construction activities and protect biological habitats of concern. Proposed ESA fencing shall be established at all wetlands, riparian areas, oak tree areas and all areas of wildlife habitat in order to avoid, minimize and reduce potential impacts to biological resources. ESA fencing locations shall be determined in the Plans, Specifications and Estimates (PS&E) phase of the project. [Addendum Mitigation]
- All oaks and native trees and shrubs that will remain in the project vicinity shall be delineated on plans and fenced in the field as environmentally sensitive areas.
- To comply with the Migratory Bird Treaty Act, if an active bird nest is found in the work area, a buffer area shall be identified and delineated in the field (e.g., using stakes, flagging or equivalent) until nesting activity has ceased. The buffer established around the active nest shall have a radius of 50 to 100 feet, as determined by the City Biologist.

- Revegetation shall occur in disturbed areas.
- Replacement planting of riparian trees greater than four inches diameter at breast height (dbh) shall be at a 3:1 ratio.
- Removal of a remaining root ball of invasive giant reed (*Arundo donax*) on the north bank of Carpinteria Creek within and adjacent to the property at 1212 Casitas Pass Road shall be included as part of this project.
- Oak replacement plantings shall be at a 10:1 ratio at one gallon size for each oak tree greater than four inches diameter at breast height (dbh) removed during construction. A reduced ratio of 3:1 may be used for 15-gallon size replacement trees.
- Tree and vegetation removal shall be scheduled from September 2 through February 14 to avoid nesting birds, if possible. If vegetation removal must occur during the nesting season (February 15 - September 1), a qualified biologist shall conduct surveys no more than 14 days prior to removal to ensure no nests are present or have been vacated.
- Removal of ornamental/landscape and non-native trees shall require replacement at a ratio of 1:1 using native trees.
- Both riparian trees and oak trees shall have a three-year plant establishment period.

3.7.4. Wetlands and Other Waters

- Applicant shall submit detailed restoration plans which shall achieve mitigation of project impacts on biological habitat areas at the following minimum ratios, in accordance with the development standards contained in the Transportation Corridor Wetland Overlay District (CMC §14.45.030.3). Adverse direct impacts shall be mitigated at a ratio of 4:1 for natural wetland areas, including salt marsh and wetlands associated with creeks. Adverse direct impacts to riparian habitats shall be mitigated at a ratio of 3:1. Adverse direct impacts to created wetlands (low functioning wetlands associated with freeway infrastructure) shall be mitigated at a ratio of 3:1. Indirect impacts to wetlands, such as development in wetland buffer areas, shall be mitigated by enhancing (e.g., invasive species removal, native screening vegetation, planting appropriate native species, water quality improvement, sound reduction) all portions of the remaining (undeveloped) wetland buffer area within 100 feet of the impacted wetland. Temporary direct and indirect impacts to wetlands and riparian habitat shall be mitigated at a ratio of 1:1.
- The project shall incorporate environmentally sensitive area fencing; diversion shall be restricted to June 1 and October 31; cofferdam construction is required. [EIR Mitigation 2.3.2]

- Restoration of 0.059 acre (2,570 square feet) of wetlands and 0.272 acre/11,761 square feet of federal other waters shall be conducted. [EIR Mitigation 2.3.2]

3.7.5. Animal Species [EIR Mitigation 2.3.4]

- Caltrans shall comply with regulatory agencies' recommendations.
- Environmentally Sensitive Area fencing shall be installed prior to beginning construction and depicted in the final design layout plans.
- Bird nests exclusionary methods shall be employed at the US 101 Carpinteria Creek Bridges prior to and during construction.

3.7.6. Steelhead Trout [EIR Mitigation 2.3.5]

- Applicant shall comply with regulatory agencies' recommendations.
- Construction within or adjacent to Carpinteria Creek shall only take place during low flow conditions between June 1 and October 31 to avoid migrating steelhead trout.
- Following water diversion installation, any remaining fish within the area to be dewatered shall be removed using a seine and dip nets. Any steelhead trout encountered during the seining of the dewatered area shall be relocated to a suitable location in Carpinteria Creek.
- Soil exposed as a result of the project shall be revegetated using native hydroseeding or live planting methods.
- Applicant shall grade and contour the slope and surrounding area of the creek bed to widen the channel, per project plans, and restore habitat in and around Carpinteria Creek.
- Applicant shall remove the at-grade concrete bike and pedestrian crossing over Carpinteria Creek to create a free-flowing and natural channel bottom.
- A 3:1 areal replacement ratio shall be employed for all riparian vegetation (other than riparian trees) removed.
- Removal of a remaining root ball of invasive giant reed (*Arundo donax*) on the north bank of Carpinteria Creek within and adjacent to the property at 1212 Casitas Pass Road shall be included as part of this project.
- Applicant shall consult with National Oceanic and Atmospheric Administration Fisheries under Section 7 of the Endangered Species Act and comply with all requirements of the Biological Opinion.
- Fish passage shall be maintained during and after construction.
- Applicant shall obtain a Construction General Permit under the existing Caltrans National Pollution Discharge Elimination System Permit (WQO 2012-0011 DWQ) from the State Water Resources Control Board.

3.7.7. Tidewater Goby [EIR Mitigation 2.3.5]

- Applicant shall comply with regulatory agencies' recommendations.
- The window of work for construction within or adjacent to Carpinteria Creek and Franklin Creek shall be during the low flow period between June 1 and October 31.
- Only qualified personnel authorized under the Biological Opinion shall participate in activities associated with the capture, handling and relocation of tidewater gobies. The names and credentials of personnel who will conduct these activities shall be supplied to the US Fish and Wildlife Service for review and approval at least 30 days prior to the onset of these activities.
- Pump intakes shall be completely screened with wire mesh no larger than three millimeters.
- If present during the de-watering effort, as many tidewater gobies as possible shall be removed prior to draining the site. After barriers are constructed, tidewater gobies shall be captured, transported in buckets and released in the most appropriate habitat immediately adjacent to the de-watered area. If a beach seine is used, it shall be pulled to shore in a deliberate manner with care being taken to avoid rolling the lead line inward. The number of tidewater gobies shall be estimated prior to release. All debris and aquatic and emergent vegetation in the pumped area shall be carefully inspected for tidewater gobies and other vertebrates. As the work site is diverted, remaining pools shall be inspected for tidewater gobies. As many individuals as possible shall be captured using dip nets and other appropriate tools and moved as described above. Handling time for tidewater gobies shall be minimized.
- In work areas that have been dewatered, water above the barrier shall be released or pumped downstream at an appropriate rate to maintain downstream flows during construction. Upon completion of construction activities, the barriers to flow shall be removed in a manner that will allow flow to resume with the least disturbance to the substrate.
- Fish passage shall be maintained during and after construction.
- Environmentally Sensitive Area fencing shall be installed prior to beginning construction and depicted in the final design layout plans.
- Applicant shall restore the contour, slope and surrounding area of the creek bed to pre-construction conditions or better outside of the area of Carpinteria Creek to be widened.
- Applicant shall consult with the U.S. Fish and Wildlife Service under Section 7 of the Endangered Species Act and shall comply with all requirements of the Biological Opinion.

3.7.8. Western Pond Turtle and Two-striped Garter Snake [Addendum Mitigation]

- Applicant shall comply with regulatory agencies' recommendations.
- Prior to construction, a City-approved biologist shall survey the ADI and, if present, capture and relocate any western pond turtles or two-striped garter snakes to suitable habitat downstream of the project area.
- Observations of Species of Special Concern (SSC) or other special status species shall be documented on CNDDDB forms and submitted to CDFW upon project completion.
- If these species or other SSC aquatic species are observed during construction, they shall likewise be relocated to suitable downstream habitat by a City-approved biologist.

3.7.9. Invasive Species [EIR Mitigation 2.3.6]

- In compliance with Executive Order 13112 Non-Invasive Species and subsequent guidance from the Federal Highway Administration, landscaping and erosion control shall not use species listed as noxious weeds.
- In areas of particular sensitivity, extra precaution shall be taken if invasive species are found in or adjacent to construction areas. These include the inspection and cleaning of construction equipment and eradication strategies to be implemented should an invasion occur.
- Invasive species shall be removed within the project footprint including sticky snakeroot (*Ageratina adenophora*), sweet fennel (*Foeniculum vulgare*) and bristly ox-tongue (*Helminthotheca echioides*). [Addendum Mitigation]

3.7.10. Visual/Aesthetics [EIR Mitigation 3.3]

- All new lighting in the vicinity of the residential neighborhoods north of US 101 shall be minimized to reduce excess light and glare.
- Sufficient area shall be designated for landscaping.
- Landscaping shall be included at retaining walls, sound walls, roundabouts and medians.
- Aesthetic treatments and design shall be integrated into all new bridge structures.
- Trees or large shrubs shall be planted at the bridge abutments. Street trees shall be included along all new local roads.
- Planting shall be included along Via Real in the vicinity of the Ogan property at APNs 003-161-003 and -011.
- Native vegetation planting shall be included in the vicinity of the Via Real/Carpinteria Creek bridge and the bicycle path.

- The US 101/Carpinteria Creek bridges and the Via Real/Carpinteria Creek bridge shall include open-style bridge rail.
- Any existing median planting removed or damaged shall be replaced in the median, to the greatest extent possible.
- All paving and base material shall be removed, the earth shall be ripped or scarified, and topsoil placed and made ready for planting.
- Yellow barrel-type crash cushion end treatments shall not be permanently installed but may be used during construction.
- Utility Undergrounding. To preserve and enhance views, existing aerial utility lines in conflict with the project shall be removed or relocated underground and/or in bridge structures at the Linden Avenue and Casitas Pass Road overcrossings and at Vallecito road at US 101.

3.7.11. Hazardous Waste. Applicant shall submit hazardous waste/materials investigation reports and evidence of compliance with applicable regulatory requirements for any clean-up and/or disposal of hazardous materials to the California Environmental Protection Agency, Department of Toxic Substances Control (DTSC) for review. This same information shall be submitted to Community Development with comments from DTSC for City review.

3.7.12. Road Surfacing. Applicant shall submit information demonstrating how road surfacing specified for the project will reduce vehicle noise and vibration impacts.

3.7.13. Agriculture Resources.

- Prior to commencement of construction, applicant shall provide funding for the Agriculture Preservation Program in the amount of \$538,947 to the City of Carpinteria to be placed in an escrow account and distributed for the implementation of the Program. The applicant shall also transfer to the City, as a single legal parcel, the remaining portion of the former Whitney property not developed with transportation improvements at the time of completion of the Casitas Pass Road Interchanges and Via Real Extension. A permanent agriculture easement shall be placed on the property prior to or at the time of transfer to the City.
- Caltrans shall furnish to the City of Carpinteria the LAFCO application fee for the request to remove two agricultural parcels which are currently included in the City's Sphere of Influence on Via Real (APN 001-080-033 and APN 001-180-026).

3.7.14. Storm water Quality.

- Applicant shall submit plans and information demonstrating compliance with the post-construction coastal water quality standards contained in

Carpinteria Municipal Code Section 14.45.030.5, the Transportation Corridor Wetland Overlay District.

- Revegetation shall occur for disturbed areas along creeks. Work in the creekbed shall be performed during the dry season. Contractor shall comply with Storm Water Pollution Prevention Plan.

3.7.15. Coastal Access and Recreation.

- Applicant shall complete construction of the Rincon Trail as described in the Mitigated Negative Declaration prepared by City for the project and as depicted in the City Planning Commission May 4, 2015 approval of Project 15-1760-CUP/CDP and subject to approval by the County of Santa Barbara and California Public Utilities Commission. This requirement for applicant to complete the trail shall not be contingent on any other factors or conditions such as, but not limited to, applicant's ability to secure funding from outside sources. While construction and completion of the trail remains the applicant's sole responsibility, City, County, SBCAG and Caltrans commit to continuing to work cooperatively to complete construction of the Rincon Trail. If the Rincon Trail cannot be completed along the route described in the Mitigated Negative Declaration dated May 4, 2015, applicant shall provide an alternative route. The trail shall be open to the public prior to completion of the Linden Avenue and Casitas Pass Road Interchanges and Via Real Extension.
- Prior to issuance of a Grading Permit, applicant shall submit to the City for review and approval a construction schedule setting forth key tasks to be completed and deadlines to complete such tasks to ensure the Rincon Trail is completed and open to the public prior to completion of the Linden Avenue and Casitas Pass Road Interchanges and Via Real Extension.

3.7.16. Noise/Soundwalls.

- Soundwalls shall be included in the project varying in height from eight feet to 12 feet. [EIR noise abatement technique 2.2.7]
- Applicant shall submit information demonstrating soundwall construction in the locations indicated in the project description and shown on the project plans, including length, height, surface materials and landscaping.
- Following completion of construction, including installation of the privacy wall between the Cameo Lane residences and agriculture parcel to the south, 24-hour sound level measurements shall be performed in the rear yards of three Cameo Road residences. The verification sound level measurements are intended to confirm the conclusions of noise impact analysis performed for the EIR as well as the assumptions employed for design of the privacy wall.

- 3.8. Mitigation Compliance, Monitoring and Reporting Requirement.** Applicant shall submit to the Community Development Department a draft monitoring program for the mitigation measures identified in the Certified EIR, approved Project Description and Conditions of Approval for review and comment. A City-approved biologist and mitigation monitors responsible for permit compliance monitoring shall be retained and paid for by the applicant. The mitigation monitoring program shall include, but not be limited to:
- 3.8.1. Mitigation Measures.** A list of the project's mitigation measures.
 - 3.8.2. Implementation of Mitigation.** Timing and party responsible for implementation of each mitigation measure.
 - 3.8.3. Mitigation Monitoring.** Timing and party responsible for monitoring of each mitigation measure and a list of mitigation monitors to be retained.
 - 3.8.4. Mitigation Reporting.** Procedures, timing and responsible party for reporting to the City on project mitigation compliance and monitoring.
- 3.9. Biologist.** A qualified biologist from the County of Santa Barbara approved consultants list of biologists (or other environmental professionals) shall be designated by the applicant. The biologist shall be responsible for ensuring compliance with the provisions of the Mitigation Monitoring and Reporting Program. The biologist shall have authority over all other environmental monitors provided by the applicant. The applicant shall submit the name, contact information and qualifications of the biologist and obtain approval from the Community Development Director prior to commencement of construction.
- 3.10. Archaeologist and Native American Monitors.** Applicant shall submit to the Community Development Department the names of archaeologists and Native American monitors for the project who are familiar and experienced with local archaeological conditions.
- 3.11. Dust Control Plan.** Applicant shall submit a Dust Control Plan that incorporates mitigation measures and includes complaint resolution procedures and a reporting structure, consistent with SBCAPCD requirements, for approval by the City.
- 4. Final Plans.** Prior to final approval for project site preparation, earthwork or construction, applicant shall submit final project construction plans and the following, or evidence of completion of the following, for approval by the Community Development Director in consultation with the Public Works Director:
- 4.1. Hazardous Materials Clean-Up/Remediation.** Applicant shall submit evidence to Community Development verifying completion of required soil and/or groundwater clean-up or remediation in accordance with applicable regulations and approved plans and shall obtain DTSC approval of remediation completion.
 - 4.2. Fire District/Sheriff's Office Notification.** The Fire District and Sheriff's Office shall be contacted prior to ramp or lane closures and/or circulation alterations and restrictions. A final Traffic Management Plan (TMP) with projected dates including

closures and restrictions of ramps and lanes shall be provided to the Fire District and Sheriff's Office for review and approval prior to the commencement of construction.

- 4.3. *Agency Cooperative Agreement.*** Prior to commencement of project construction, the applicant shall obtain City approval of an Agency Cooperative Agreement for the project.
- 4.4. *Pre-Construction Conference.*** Prior to commencement of construction, a preconstruction conference shall be held by the Resident Engineer to include construction processes and environmental mitigation and monitoring. The conference shall include representatives from Public Works, Fire District, Sheriff's Department, Community Development, Project Engineer, Landscape Architect, Contractor and Subcontractor(s), Biologist, Archaeologist and Mitigation Monitors.
- 5. *Record Drawings.*** Upon completion of construction of the project, the applicant shall submit record drawings, stamped and signed by a registered civil engineer, to the City for review, approval and signature by the City Engineer. The record drawings shall include, but not be limited to, all facilities that will be relinquished to the City including all traffic signal and electrical plans, roadway improvements, drainage structures, soundwalls and the Via Real bridge over Carpinteria Creek.
- 6. *Construction Mitigation.*** The following measures shall be implemented by the applicant during project site preparation, demolition, grading and/or construction processes to mitigate environmental impacts. Mitigation monitoring and reporting shall be implemented in accordance with the City-approved plan.

 - 6.1. *Temporary Construction Staging Areas:*** Temporary staging of construction equipment and materials outside of the US 101 right-of-way shall be restricted to locations approved by the Public Works Director. Staging areas shall be screened to the maximum extent feasible.
 - 6.2. *Traffic and Parking.*** The Traffic Management Plan approved by Public Works shall be implemented by the applicant throughout project construction.

 - 6.2.1.** Detour routes shall be provided for all full closures. [EIR Construction Impact Mitigation]
 - 6.2.2.** The Traffic Management Plan shall include: Public Awareness Campaign - flyers, brochures, press releases, website and advertising as required to inform travelers of the project; a Construction Zone Enhanced Enforcement Plan (COZEEP); additional strategies for motorist information, incident management, construction, demand management and alternate route(s); and temporary facilities such as changeable message signs as listed in the Caltrans Transportation Management Plan Guidelines. [EIR Construction Impact Mitigation]
 - 6.3. *Recreation Access.*** Vehicular, pedestrian and bicycle access to Carpinteria Creek Park shall be maintained to the maximum extent during construction. For short periods of time when direct vehicle access cannot be maintained, temporary parking

proximate to the park shall be provided along with a pedestrian route from the parking area to the park. When the park will be inaccessible to the public, applicant shall provide notification of closure no less than seven business days prior to such closure. Notification shall be in the form of posted notices at the entrance to the park and at the bike path entrances at Carpinteria Avenue and Via Real. Notices shall be hand-delivered to adjacent mobile home park residents.

6.4. *Cultural Resources Mitigation.* Applicant shall implement EIR mitigation measures and standard City monitoring and archaeological resource discovery procedures as identified in the City's archaeological guidelines. The following apply:

- 6.4.1. Construction Worker Notification.** Prior to the start of any vegetation or paving removal, demolition, trenching or grading, contractors and construction personnel shall be alerted to the possibility of uncovering unanticipated subsurface archaeological features or artifacts associated with past human occupation of the project area, and procedures that shall occur in the event of discoveries.
- 6.4.2. Archaeological and Native American Monitors.** Ground disturbance in areas sensitive for subsurface archaeological resources as identified in the EIR shall be monitored by a qualified archaeologist and Native American monitor. Reports on monitoring shall be provided in accordance with the approved Mitigation Monitoring and Reporting Plan.
- 6.4.3. Discovery Procedures.** If cultural resources are encountered, work shall be halted immediately in the vicinity of the find. The Biologist and Native American Heritage Commission shall be notified, a qualified archaeologist shall be consulted to evaluate the find, and mitigation measures shall be undertaken as necessary to avoid significant impacts in accordance with Public Resources Code Section 5097.98. If the discovery potentially consists of human remains, the Santa Barbara County Coroner shall also be contacted. Work in the area may only proceed after authorization is granted by the Biologist.

6.5. *Water Quality BMPs.*

- 6.5.1.** Temporary measures to protect water quality as required by an approved Storm Water Pollution Prevention Plan (SWPPP) shall include sediment control, soil stabilization, concentrated flow conveyance systems, scheduling of ground disturbance activities with respect to rainy season, preservation of existing vegetation, clear water diversion, dewatering operations, wind erosion control, sediment tracking, solid waste management, materials handling, concrete waste management, vehicle and equipment operations, paving operations, stockpile management, water conservation practices, illegal connection or discharge detection and reporting, storm drain inlet protection and contaminated soil management.
- 6.5.2.** There shall be storm water inspections both by the contractor and Caltrans during construction. The project shall be subject to the Caltrans General

Permit from the Regional Water Quality Control Board. Work in the creek bed shall be performed during the dry season (June 1 - October 31).
Contractor shall acquire SWPPP. [EIR Construction Impact Mitigation]

6.6. Hazardous Materials. Measures shall be implemented in the event of discovery of hazardous materials during project construction to ensure protection of the public, construction workers and environment from hazardous exposure and assessment and remediation of contamination in accordance with regulatory requirements and procedures. Any contaminated soil identified with the proposed project shall be transferred to an appropriate disposal site during construction. All procedures governing the handling or disposal of hazardous waste shall be in accordance with the appropriate regulatory agencies. California regulatory criteria for determining whether excavated soils are to be classified as hazardous waste for disposal purposes based on their metal content are contained in the California Code of Regulations, Title 22, Division 4.5, Chapter 11, Article 3, Section 66261.24. [EIR Construction Impact Mitigation]

6.7. Air Quality Mitigation Measures.

6.7.1. Caltrans' Standard Specifications pertaining to dust control and dust palliative requirements are a required part of all construction contracts and should effectively reduce and control emission impacts during construction. The provisions of Caltrans Standard Specifications for Air Pollution Control require the contractor to comply with the more stringent of local or state rules, regulations and ordinances regarding air quality (Government Code § 11017). The Standard Specifications also regulate dust control. California Health and Safety Code requires the contractor to keep visible dust from blowing offsite. [EIR Construction Impact Mitigation]

6.7.2. A final dust control plan is required to be prepared by Caltrans and approved by Santa Barbara County Air Pollution Control District and shall include standard APCD construction-related control measures that mandate: minimizing disturbed areas; watering of disturbed areas and stockpiles; stabilization and paving of disturbed areas; covering of trucks; and reduction of vehicle speeds on unpaved construction areas. Construction equipment and vehicles shall be maintained in proper tune and low sulfur fuel shall be used in construction equipment.

6.8. Noise and Vibration. Applicant shall implement mitigation measures identified in the EIR and Addendum as follows:

6.8.1. Construction Hours. Construction hours shall be limited to weekdays between 7:00 a.m. and 7:00 p.m. Nighttime construction shall be permitted Sunday through Friday with adequate prior notice and temporary relocation services provided to nearby residents (within 100 feet of nighttime construction activities). The Community Development Director may allow exceptions to these hours for special circumstances.

- 6.8.2. Equipment Maintenance and Mufflers. All construction equipment shall be professionally maintained and fitted with standard manufacturers' muffler and silencing devices.
 - 6.8.3. Staging Areas. Staging and equipment areas shall be sited to minimize noise effects to residential uses to the extent feasible.
 - 6.8.4. Noise Barriers. Temporary noise barriers shall be provided around the construction site as necessary to avoid extended disturbance to residents from construction noise.
 - 6.8.5. The noise level from the contractor's operations, between the hours of 7:00 p.m. and 7:00 a.m., shall not exceed a maximum of 86 dBA (Lmax) at a distance of 50 feet.
 - 6.8.6. Neighbor Notification. Within 10 days prior to commencement of each construction stage, applicant shall provide the construction schedule to surrounding neighborhoods impacted by noise and vibration in accordance with locations and in a manner specified in the City-approved Construction Management Plan. Applicant shall post information onsite in a location visible to the public, including the hours of construction and contact person with telephone number.
 - 6.8.7. Vibration. Applicant shall notify residents two weeks prior to pile driving and use vibratory pile driving when available. Rubber-tired vehicles shall be used to the extent possible in areas immediately adjacent to residential neighborhoods. Severe vibration activities shall be restricted to daylight hours as much as possible. Nighttime demolition work shall be limited to the US 101 overcrossings and US 101 bridges over Carpinteria Creek. Applicant shall arrange hotel/motel rooms for residents living within 100 feet of the proposed activity when protracted vibrations in excess of the threshold are expected at the residence during hours that the residents normally sleep. [EIR Construction Impact Mitigation]
- 6.9. ***Fish and Wildlife Mitigation.*** Measures for the protection of fish and wildlife species during project construction as identified in the EIR and Addendum and required by any resource agency permits shall be implemented by the applicant during project construction as follows.
- 6.9.1. Migratory Birds: In project construction areas, trees and shrubs shall be removed prior to the start of migratory bird nesting season. If vegetation removal must occur during nesting season (February 15 - September 1), a qualified biologist shall conduct surveys no more than 14 days prior to removal to ensure no nests are present or have been vacated. If nests are present, removal shall not occur until after nests have been certified as vacated by a qualified biologist. Exclusionary netting may be used, if necessary, to prevent birds from nesting on structures.
 - 6.9.2. Fish: Approved fish removal and relocation techniques shall be implemented; environmentally sensitive area fencing shall be employed; downstream flows

shall be maintained; worker education programs shall be provided. [EIR Construction Impact Mitigation]

6.10. *Habitat Protection.* Measures for the prevention of impacts to habitat area and native plant communities during project construction as identified in the EIR and Addendum and required by any resource agency permits shall be implemented by the applicant during project construction as follows.

6.10.1. Natural Communities: The number of access routes, size of staging areas and total area of activity shall be limited to the minimum necessary. [EIR Construction Impact Mitigation]

6.10.2. Wetlands and Other Waters: Compliance with California Coastal Commission and US Army Corps of Engineers; Environmentally Sensitive Area fencing; silt fencing; diversion restricted to summer months (June 1 - October 31); use of cofferdams; restoration to natural channel bottom; project shall incorporate Best Management Practices and abide by Storm Water Pollution Prevention Plan. [EIR Construction Impact Mitigation]

6.10.3. Animal Species: Environmentally Sensitive Area fencing shall be installed to prevent damage to environmentally sensitive areas (that may provide habitat for special status wildlife species) from construction activities and equipment. [EIR Construction Impact Mitigation]

6.11. *Pre-construction Surveys.* [Addendum Mitigation]

6.11.1. To ensure that potential impacts to biological resources are avoided and/or minimized, and due to the long lead-time until construction, pre-construction surveys shall be conducted by a City of Carpinteria approved biologist for the following species: steelhead trout, tidewater goby, western pond turtle and two-striped garter snake. Pre-construction surveys shall also be conducted for the California red-legged frog to allow time to coordinate use of the Programmatic Biological Opinion if California red legged frogs are found. If work is proposed to occur from February 15 to September 1 during the nesting season, surveys for nesting birds shall be conducted by a City approved biologist no more than 14 days prior to initiation of construction.

6.11.2. If any federally listed species are found during the pre-construction surveys, other than steelhead trout and tidewater goby, construction shall cease until Formal Section 7 Consultation between Caltrans/FHWA and USFWS is completed. If California red-legged frog is found during pre-construction surveys, Caltrans shall coordinate with USFWS to use the Programmatic Biological Opinion as Formal Section 7 Consultation.

6.11.3. If any state-listed endangered or threatened species are found during the pre-construction surveys, the project shall cease until consultation between Caltrans and CDFW is completed.

6.12. Duties of the Biologist. [Addendum Mitigation]

6.12.1. If any special status species are found in the ADI during construction, the City approved biologist shall be present at the construction site until such time as instruction has been given to the Caltrans Resident Engineer, the special-status species has been allowed to move out of the ADI on its own, or the special-status species has been relocated outside of the ADI.

6.12.2. A biologist shall be onsite during construction activities that may impact special status species and/or migratory birds. This includes clearing and grubbing of Carpinteria Creek, the stream diversion/dewatering of Carpinteria Creek and the removal of trees during the nesting season (February 15 to September 1).

6.13. Authority of the Biologist. The City approved biologist shall have the authority to halt any action that might result in impacts that exceed the anticipated levels of impact determined during agency review (by Caltrans, City, U.S. Army Corps of Engineers, CDFW, California Coastal Commission and/or USFWS). If work is stopped, the appropriate regulatory agencies shall be notified immediately by the Environmental Monitor.

6.14. Equipment Maintenance and Staging and Materials Storage Restrictions. All refueling and maintenance of equipment and vehicles shall be conducted at least 50 feet from any aquatic habitat, wetland area or any water body. The contractor shall ensure contamination of habitat does not occur during such operations. All workers shall be informed of the importance of preventing spills of fuels and of the appropriate measures to take should a spill occur. Equipment staging and materials storage shall be located outside of stream corridors and associated riparian habitat.

6.15. Geology and Soils. Recommendations of the geotechnical report shall be followed, including a likely fill delay period and/or a fill surcharge before placement of the bridge piles and the pavement structural section at Linden Avenue and at the Casitas Pass Road/Via Real Interchange. Erosion control or slope stabilization shall be required for slope angles to 1:1.5. The project shall incorporate a revegetation program, including irrigation required on both cut and fill slopes. [EIR Construction Impact Mitigation]

6.16. Paleontology. Because there still exists the potential to find sensitive paleontological remains in low sensitivity formations, the following statement shall be included in the Resident Engineer's Instructions: If any vertebrate or plant fossils are discovered during construction, it is required that construction be halted in the immediate vicinity (33-foot radius) of the discovery until the District Paleontology Coordinator has the opportunity to review the find. Remediation of any sensitive resources encountered before or during construction may include removal, preparation and curation of any significant finds. [EIR Construction Impact Mitigation]

6.17. Solid Waste. The project solid waste management plan for demolition and construction waste shall be reviewed and approved by the Public Works Department prior to project construction and shall be implemented throughout construction.

Demolition and/or excess construction materials shall be separated for reuse/recycling or proper disposal (e.g., concrete asphalt) with a minimum 65% diversion rate. During grading and construction, separate bins for recycling of construction materials and brush shall be provided. This requirement shall be printed on grading and construction plans. Applicant shall provide Public Works with receipts for recycled materials. Materials shall be recycled as necessary. During construction, all trash that may attract predators shall be properly contained, removed from the work site and disposed of regularly.

6.18. *Project Implemented as Approved by City.* Applicant shall implement the project in accordance with the final plans and provisions approved by the City of Carpinteria as outlined in these conditions of approval. After final design approval, any minor alterations in project components, design or construction processes shall require prior approval by the Community Development Director and any major alterations shall require prior approval by the Planning Commission and/or City Council. Project structures, facilities and landscaping shall be maintained for the life of the project.

6.19. *Annual Report.* Annually through completion of project construction, the applicant shall submit a report to the Public Works Department on the progress and status of the project.

7. **Design.** The project shall obtain final design review by the Architectural Review Board (ARB) prior to commencement of construction. Structural improvements of the project, including but not limited to overcrossings, bridges, retaining walls, soundwalls, railings, light standards, sidewalks, etc., and landscaping, shall be constructed and installed in conformance with the final design review.
8. **Graffiti Abatement.** Applicant shall clean up graffiti within 72 hours. If the problem persists, as determined by Community Development, a plan for preventing recurrence shall be submitted to Community Development for review and approval, and shall be implemented as approved. Suggested anti-graffiti measures include the use of vertical landscaping or vines along affected wall surfaces and/or the use of anti-graffiti paint. This condition shall be printed on final construction plans. A graffiti prevention plan shall be submitted upon determination of need by Community Development.
9. **Staging Area Closeout.** Applicant shall clear the project staging areas of all excess construction debris. This requirement shall be noted on final construction plans. Debris clearance shall occur upon project completion and obtain approval from Public Works.

CONDITIONAL USE PERMIT

10. This Conditional Use Permit is not valid until a Grading Permit for the development and/or use has been obtained. Failure to obtain said Grading Permit shall render this Conditional Use Permit null and void. Prior to the approval of the Grading Permit, all of the conditions listed in this Conditional Use Permit that are required to be satisfied prior to approval of a Grading Permit must be satisfied. Upon issuance of the Grading Permit, the Conditional

Use Permit shall be valid. The effective date of this Permit shall be the date of action by the City Council, or if appealed, the date of action by the Coastal Commission.

11. If the Planning Commission or City Council determines at a noticed public hearing that the permittee is not in compliance with any permit condition(s), the Planning Commission or City Council is empowered, in addition to revoking the permit pursuant to said section, to amend, alter, delete or add conditions to this permit.
12. Any use authorized by this Conditional Use Permit shall immediately cease upon expiration or revocation of this Conditional Use Permit. Any Building Permit issued pursuant to this Conditional Use Permit shall expire upon expiration or revocation of the Conditional Use Permit. Conditional Use Permit renewals must be applied for prior to expiration of the Conditional Use Permit.
13. The applicant's acceptance of this permit and/or commencement of construction and/or operations under this permit shall be deemed acceptance of all conditions of this permit by the permittee.
14. Within two years after the effective date of this permit, construction shall commence. Construction cannot commence until a Grading Permit has been issued. Failure to commence the construction pursuant to a valid Grading Permit shall render the Conditional Use Permit null and void.
15. All time limits may be extended by the Planning Commission or City Council for good cause shown, provided a written request, including a statement of reasons for the time limit extension request is filed with Community Development prior to the expiration date.
16. If the applicant requests a time extension for this permit, the permit may be revised to include updated language to standard conditions and/or mitigation measures and additional conditions and/or mitigation measures which reflect changed circumstances or additional identified project impacts. Mitigation fees shall be those in effect at the time of issuance of a Grading Permit.
17. Before commencing any work pertaining to the erection, alteration, enlarging or rebuilding of any structure or improvement, the applicant shall obtain a Grading Permit. The permit is necessary to ensure implementation of the conditions required by the City Council. Before any Permit will be issued by Community Development, the applicant must obtain written clearance from all agencies having conditions; such clearance shall indicate that the applicant has satisfied all pre-construction conditions. A form for such clearance is available from Community Development.
18. Prior to issuance of a Grading Permit, applicant shall notify in writing all property owners and occupants of parcels within 300 feet of the project site of its approval and conditions. Proof of mailing the notices shall be provided to Community Development.

19. If, at any time, the Planning Commission determines that there has been, or may be, a violation of the findings or conditions of this Conditional Use Permit and Coastal Development Permit, or of the Municipal Code regulations, a public hearing may be held before the Planning Commission to review this permit. At said hearing, the Planning Commission may add additional conditions, or recommend enforcement actions, or revoke the permit entirely, as necessary to ensure compliance with the Municipal Code, and to provide for the health, safety, and general welfare of the City. Applicant shall reimburse the City for all costs associated with gaining compliance with the original conditions of approval.
20. City Manager and/or Community Development Director shall be informed of any minor changes to the project scope. Any minor changes may be approved by the City Manager and/or Community Development Director. Any major changes will require the filing of a revision application to be considered by the Planning Commission.
21. All requirements of the City of Carpinteria (including but not limited to public improvements as defined in the City of Carpinteria Municipal Code (CMC), Section 15.16.110) and any other applicable requirements of any law or agency of the State and/or any government entity or District shall be met.
22. The standards defined within the City's adopted model Building Codes (UBC; NEC; UMC; UFC; UPC; UHC) relative to the building and occupancy shall apply to this project.
23. Any and all damage or injury to public property resulting from this development, including without limitation, City streets and storm drain infrastructure, shall be corrected or result in being repaired and restored to its original or better condition.
24. No Grading Permit shall be issued for this project prior to meeting all required terms and conditions listed herein. When not specified herein, all conditions shall be satisfied prior to issuance of a Grading Permit or prior to commencement of construction when allowed by the Community Development Director.
25. To allow time for the utility companies to locate and mark their facilities for the contractor, the applicant shall telephone Underground Service Alert (USA) toll free at 1-800-227-2600 a minimum of 48 hours prior to the start of construction. For best response, provide as much notice as possible, up to 10 working days.
26. Compliance with the Carpinteria Valley Water District letter dated June 12, 2015.
27. All applicable final conditions of approval shall be printed in their entirety on applicable pages of grading/construction plans submitted to Community Development. These shall be graphically illustrated where feasible. The approved set of plans shall be retained at the construction site for review by the Public Works Director during the course of construction.

28. Applicant shall ensure that the project complies with all approved plans and all project conditions including those which must be monitored after the project is built and occupied. To accomplish this, applicant agrees to contact Community Development at least two weeks prior to commencement of construction activities to schedule an onsite pre-construction meeting agency personnel and key construction personnel.
29. *Pre-project Flood Risk Determination* – Applicant shall bear primary responsibility for assisting the City in obtaining a Federal Emergency Management Agency (FEMA) Letter of Map Revision under the National Flood Insurance Program for City of Carpinteria area Flood Insurance Rate Map (FIRM), Panel No. 0683C1420G. The Letter of Map Revision (LOMR) shall address the pre-project flood risk associated with US 101. The pre-project risk condition shall include the previously mapped diversion of the 1% chance per year flood flow to the Franklin Creek watershed caused by the existing US 101 bridges over Carpinteria Creek and the risk that all of the floodwaters will follow Carpinteria Creek to the ocean. The LOMR shall be approved by FEMA prior to commencement of construction. Applicant shall reimburse all costs the City of Carpinteria may incur, including cost for staff time, to obtain the LOMR from FEMA. Applicant shall also assist the City with and pay all City and all property owner costs for the preparation and filing of Flood Determination Letters and Elevation Certificates for all properties that are affected by the resultant change in the pre-project FIRM.
30. *Project Related Flood Risk Determination* - Applicant shall prepare all FEMA required documents and Flood Insurance Rate Map revisions that may be required as result of the proposed project. This shall include, but is not limited to, all costs the City of Carpinteria may incur. If a Conditional Letter of Map Revision (CLOMR) is required, the FEMA-approved CLOMR shall be obtained by the applicant prior to commencement of construction.
31. Prior to issuance of a Grading Permit, the applicant shall provide a signed copy of the Conditions of Approval on a form acceptable to Community Development. Such form may be obtained from the Community Development Department. Written authorization to proceed and consent to conditions of approval by the applicant shall be provided to the City prior to commencement of any demolition or construction activity.
32. Prior to issuance of a Grading Permit, applicant shall pay all applicable CDD permit processing fees in full.
33. The applicant (Caltrans) hereby agrees to defend, indemnify and hold harmless the City, its officers, employees, agents, consultants and independent contractors ("City's Agents") from any claim, action or proceeding ("Claims") against the City and the City's Agents to attack, review, set aside, void or annul, in whole or in part, the City's approval of the Linden Avenue – Casitas Pass Road Interchanges and Via Real Extension (the "Project"), or any condition attached thereto, or any proceedings, acts or determinations taken, done or made prior to the approval that were part of the approval process. Applicant further agrees to indemnify and hold harmless the City and the City's Agents from any award of attorneys'

fees or court costs made in connection with any Claim. Applicant further agrees to pay any and all City costs, permit fees, attorneys' fees, engineering fees, license fees and taxes arising out of or concerning the Project, whether incurred prior to or subsequent to the date of approval and that the City's costs shall be reimbursed prior to this approval becoming valid. These commitments of defense and indemnification are material conditions of the approval of the Project. Nothing contained in this condition shall prevent the City or the City's Agents from independently defending any Claim. If the City or the City's Agents decide to independently defend a Claim, the City and the City's Agents shall bear their own attorneys' fees, expenses and costs of that independent defense.

34. In the event that any Condition of Approval imposing a fee, exaction, dedication or other mitigation measure is challenged by Applicant/Owner/Developer/Permittee in an action filed in a court of law or threatened to be filed therein which action is brought within the time period provided by law, this approval shall be suspended pending dismissal of such action, the expiration of the limitation period applicable to such action, or final resolution of such action. If any Condition of Approval is invalidated by a court of law, the entire project shall be reviewed by the City and substitute Conditions of Approval may be imposed.
35. Written authorization to proceed and consent to conditions of approval by the applicant shall be provided to the City prior to grading permit issuance.

Approved by the City Council on November 23, 2015

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

Applicant

Date



Carpinteria Valley Water District

1301 Santa Ynez Avenue • Carpinteria, CA 93013
Phone (805) 684-2816

BOARD OF DIRECTORS

Alonzo Orozco
President
Polly Holcombe
Vice President
Richard Forde
Matthew Roberts
June Van Wingerden

GENERAL MANAGER

Charles B. Hamilton

June 12, 2015

City of Carpinteria
Attention Jackie Campbell
5775 Carpinteria Ave.
Carpinteria CA. 93013
Summerland, CA. 93067

SUBJECT: LINDEN AVENUE AND CASITAS PASS BRIDGES CONDITIONS LETTER

Hello Mrs Campbell

Please be advised, this parcel is within the Carpinteria Valley Water District and therefore is entitled to District water service in accordance with District Rules and Regulations. Currently the District is in a Stage II Drought Emergency for more information on the recently passed Ordinance 15-2, please visit the District website www.cvwd.net.

Listed are the Carpinteria Valley Water District conditions for the project.

The Owner will be required to pay the necessary Capital Cost Recovery Fees CCRF for the new meters for the project. These fees will be required to be paid prior to the meters being installed and the District signing off on the Final sign off. (See attached fee estimate)

The Owner will need to supply to the District a copy of the irrigation plan that includes flow demands and plant list.

If you have any questions please feel free to contact me at brian@cvwd.net or 684-2816x103.

Very truly yours,
Carpinteria Valley Water District


Brian King, P.E.
Associate Engineer

BVK/bvk
C: file copy

CARPINTERIA VALLEY WATER DISTRICT

FEE ESTIMATE FOR NEW SERVICES

Project Name CAL TRANS 101 IMPROVEMENT

Description:

DOWNSIZE TWO EXISTING 2 INCH METERS TO 1 1/2 INCH METERS AND GET 4 NEW 3/4 INCH METERS

Owner CAL TRANS

Date of Fee estimate 06/12/2015

Estimate valid through: 06/30/2016

Capital Cost Recovery Fees (CCRF) CREDIT

Description	Qty	Unit Fee	Fee
2 INCH METER EXISTING	2	\$50,941.00	\$101,882.00
			\$0.00
CCRF SUBTOTAL CREDIT =			\$101,882.00

Capital Cost Recovery Fees for new meters

Description	Qty	Unit Fee	Fee
1 1/2 inch meter	2	\$33,217.00	\$66,434.00
3/4 inch meter	4	\$12,579.00	\$50,316.00

CCRF SUBTOTAL = \$116,750.00

CCRF Subtotal = \$116,750.00
MINUS CCRF SUBTOTAL CREDIT = \$101,882.00
CCRF DUE= \$14,868.00

These fees will be required to be paid prior to the meters being installed.

At the time the meter is installed the account will be opened.

Brian King , Associate Engineer
Carpinteria Valley Water District

Signature
Owner

*****Notes:** District **Rule #4** "Credit of Applicant" Establishment of Credit: No later than 7 working days after the commencement of service, each applicant must establish credit with the District by one of the following methods:

(1) If the applicant provides sufficient evidence of creditworthiness established on another Carpinteria Valley Water District service account, as determined solely by the Manager or his designee, credit will be deemed established.

(2) By a cash deposit with the District in the amount required by Rule Number 6.

(3) By receipt of a letter or e-mail from another public water agency with the following information confirming the customer's good credit account history for a current account with that agency:

i. Date account was open.

ii. Statement that there have been no shut offs for non-payment or door tags in the last 2 years.

A current account includes an account closed at the request of the customer within 60 days of the date of the new service request. The District must receive a customer's letter of credit prior to the service start date.

District Rule #6a Deposit Amount. The amount of cash deposit to establish credit, as required by Rule Number 4 for all classes of service, shall be a sum equal to twice the estimated average bill for the type of service rendered.



City of Carpinteria

COUNCIL AGENDA STAFF REPORT November 23, 2015

ITEM FOR COUNCIL CONSIDERATION

Introduction (first reading) of Ordinance No. 704 amending 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 December 14, 2015 City Council meeting.

BACKGROUND

On September 14, 2015, the City Council considered this ordinance on first reading and voted unanimously in support. Several members of the public and the City's contract veterinarian, Dr. Scott Smith of the Animal Medical Clinic, spoke in favor of the ordinance; Jeanne Tutor, Practice Manager of the Carpinteria Veterinary Hospital, spoke in opposition to the ordinance.

At the continued meeting for second reading of the ordinance on September 28, 2015, several additional representatives from the Carpinteria Veterinary Hospital, including Dr. Bill Otto, spoke in opposition to the ordinance as well as members of area kennel clubs/breeder groups. Issues were raised regarding the age at which spay/neuter would be required, how animals could be transferred to new owners when needed, how the exemptions could be interpreted, the annual breeder's permit fee and the concern that Code Compliance staff could conduct unannounced site inspections. The Council directed staff to work with a stakeholder committee to address the concerns and return with an ordinance that had been modified to resolve these issues.

A meeting was hosted at City Hall on Thursday, November 12th, attended by Dr. Smith, Dr. Heller, Dr. Otto, Dr. Putnam and Dr. Fischer. At the meeting, staff presented the changes to the ordinance that had been proposed since the Council's meeting on September 28th. There was agreement among the stakeholders that the changes to the ordinance were acceptable and that the ordinance was a better document with the changes. Revised Ordinance No. 704 showing all changes to the current Carpinteria Municipal Code section addressing animal control is included as an attachment to this staff report.

And, to correct a misstatement of fact in the earlier staff reports on this topic, the number of dogs and cats euthanized through the County of Santa Barbara Animal Services program is shown in the table below.

Fiscal Year	2012 – 13	2013 - 14	2014 – 15
Dogs (not requested)	576	409	300
Dogs (requested)	239	258	258
Total Dogs Euthanized	815	667	558
Cats (not requested)	481	247	303
Cat (requested)	104	126	123
Total Cats Euthanized	585	373	426

The information in the September 14th staff report came from the Project PetSafe website and had not been updated to reflect the current trend showing a reduction in euthanasia in the county over the past few years.

DISCUSSION

The purpose of Ordinance No. 704 is to require mandatory spay/neuter of all dogs and cats living in the City of Carpinteria. Each of the issues raised at the September 28th meeting is addressed below, with a corresponding change to the proposed ordinance language shown in strike-out and underline.

1. Age of Spay/Neuter

The age of the spay/neuter requirement has been changed to six months.

6.04.580 - Prohibition against unaltered dog or cat.

Every person who owns a dog or cat over the age of ~~four~~six months that is kept in the City of Carpinteria is required to have such dog or cat spayed/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/neutered.

2. Registered Dogs or Cats

6.04.590 - Prohibition against unaltered dog or cat; exceptions.

No person shall own a dog or cat over the age of ~~four~~six months that is kept in the City of

Carpinteria that has not been spayed/neutered, unless valid written documentation is provided to show proof that the animal is exempt from the requirement to be spayed/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 registry recognized by the Code Compliance Division, whose programs 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 registry, within the last two years, or is being trained or groomed to exhibit or compete and is too young to have yet competed.*

This section was shortened to simplify the exemption such that any registered animal is eligible to be exempt from the requirement.

3. Breeding Permit Fees

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 without any fee before its expiration date. Each applicant for such a permit shall pay an annual-initial fee of \$100.00, or the then established annual-initial 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.*

The breeding permit fee was reduced to an initial fee only (\$100); there is no annual fee as long as the permit is renewed before its expiration. For this we would create a simple form or accept an email or other written transmittal from the breeder indicating his/her intent to continue breeding.

4. Inspections for Breeding Permit Holders

6.04.620.C.

3. *Issuance of a breeding permit shall be conditioned upon the animal owner's consent to such an initial 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. The inspection shall be scheduled at a date and time mutually acceptable to both parties and shall occur within ten days of the submittal of a breeding permit application.*

The inspection requirement was clarified such that the inspection would occur at a mutually acceptable date and time to the breeder and the City staff making the one-time inspection.

5. Public Place Defined

6.04.020 - Definitions.

- J. "Public place" means any place, whether public or private property, to which the public or a substantial group of the public has access and includes but is not limited to streets, highways, alleys, plazas, parks, parking lots and buildings open to the general public, including but not limited to the common areas of schools, hospitals, apartment houses, office buildings, transport facilities, shops, establishments which serve food or drink or provide entertainment, or the doorways and entrances to such buildings, or the grounds enclosing such buildings.

This definition was added to clarify the regulation in Section 6.04.640 below.

6. Transfer of Animals

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, excluding veterinary premises, pet stores or areas designated as animal shelters, 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.

The language was changed to allow transfers to occur in a limited number of public places such as veterinary premises, pet stores or animal shelters. Transfers that occur on private property are not subject to any restriction. Therefore, if an individual needs to re-home a pet and finds another private party to care for the animal and makes that transfer on private property or at a veterinary office, this regulation has no effect on that transfer. This section of the ordinance prohibits the sale or transfer of dogs, cats and rabbits in places such as shopping centers, street corners, beaches, parks, etc.

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. Spay/neuter surgery benefits the community by reducing pet overpopulation 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.

If Ordinance No. 704 is approved, over the course of the next several months, staff will conduct an outreach program to provide information and education about the spay/neuter requirements. This will be done through multiple outlets including the City's website, newsletter and other outreach with local media, Animal Medical Clinic, local pet shops and through the City's Volunteer Services Coordinator. Materials addressing the benefits of spay/neuter and local opportunities for low or no cost options are to be highlighted. City staff will also work with local volunteers to research possible grant opportunities so that the C.A.R.E.4Paws could come to Carpinteria to provide free spay/neuter.

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), "Beat the Heat" and "Cat Nips" (both are cat spay/neuter promotions held annually, in September and February), plus C.A.R.E.4Paws' year-round provision of free spay/neuter as discussed above. Other programs exist, such as "It's Hip to Snip" which ran in August 2015 and offered 50% off spay/neuter costs.

The City's Animal Care and Control services are funded through the General Fund as part of ongoing salary/program costs. Over the past three years, the City has paid for 28 spay/neuter surgeries for stray dogs/cats that have come into the City's care and were ultimately adopted into permanent homes. By adopting a mandatory spay/neuter ordinance, Code Compliance staff will have a strong tool for ensuring that pet owners spay/neuter their animals, which is also expected to result in a reduced number of stray animals. While we don't have statistics on the total number of strays that are unaltered (many more are returned to owner than enter the City's adoption program), there are studies that show that more than half of male dogs and potentially up to 85% of dogs that are hit by cars are unaltered¹. It has been our experience that many of the strays are unaltered and seem to be roaming to find a mate. A mandatory spay/neuter ordinance is one more way that we can help pet owners reduce the incidence of stray animals and reduce the amount of staff time spent on capturing, identifying, advertising and returning stray pets to their owners.

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 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

¹ SpayUSA website at www.spayusa.org.

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.

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

Ordinance No. 704 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.

OPTIONS

The Council could 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. That ordinance promotes spay/neuter but is weaker than Ordinance No. 704, and more complicated.

PRINCIPAL PARTIES EXPECTED AT MEETING

Scott Smith, DVM, Animal Medical Clinic
Lee Heller and Gail Marshall, City of Carpinteria Animal Control Volunteers
Carpinteria Veterinary Hospital Representatives

ATTACHMENT

Ordinance No. 704

STAFF CONTACT

Jackie Campbell, Community Development Director
(805) 755-4451 / jackiec@ci.carpinteria.ca.us

Reviewed by: Dave Durlinger, 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 SIX 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 six 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 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 November 23, 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.~~
- G. "Licensing authority" means the animal control director and his/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.
- J. "Public place" means any place, whether public or private property, to which the public or a substantial group of the public has access and includes but is not limited to streets, highways, alleys, plazas, parks, parking lots and buildings open to the general public, including but not limited to the common areas of schools, hospitals, apartment houses, office buildings, transport facilities, shops, establishments which serve food or drink or provide entertainment, or the doorways and entrances to such buildings, or the grounds enclosing such buildings.
- 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.
- M. "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 under the age of four months if kept within a sufficient enclosure;
- B. ~~nor to~~ 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~~30 days; ~~nor~~
- C. ~~to~~ Dogs duly licensed with the current license of an incorporated city within the county of Santa Barbara;
- D. ~~nor to~~ 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; ~~nor to~~
- E. Dogs under the treatment in the custody or control of animal hospitals; ~~nor to dogs on sale in duly licensed pet shops, nor to~~
- 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; ~~nor to~~~~
- 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 hiser-~~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/er-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/er-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/er-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/er-her agent the original license certificate. Upon receipt of the appropriate fee ~~is as~~ required by this chapter, the animal control director or his/er-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~~ A rabies vaccination tag certificate shall be issued to the dog owner and 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;~~
- FE. Signature of the ~~licensed veterinarian~~ individual making the vaccination;
- GE. 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 dog seizure and impoundment authorized.

It shall be the duty of the animal control director or his-/her agents to seize and impound, subject to the provisions of this chapter, all stray or unlicensed dogs found within the city, and for that purpose the animal control director or his-/her agents may pursue into or upon private property to enforce this chapter to collect and impound dogs; provided, however, the animal control director or his-/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 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 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/her ownership of the animal and shall sign a statement that s/he 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 and shall make reasonable efforts to contact the owner and notify him/her that his-/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 may be amended from time to time. ~~Any administrative hearing so conducted shall be undertaken in conformity with the provisions of Chapter 1.06 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 determines~~ 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 veterinarian ~~shall determines~~ 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 the person to whom the license for such dog was issued 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 six days after the date of giving such last-mentioned notice, request the release of such dog, and pay such charges, such dog may be ~~sold~~ adopted into an appropriate home 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 of 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 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 of the impounding thereof, personally if known, or, if unknown, by posting notice of impounding with description of the animal and the time and place of apprehension, for six business days.

D. After the expiration of such six business days of notice of impounding, any animal mentioned in such notice may be disposed or made available for adoption. (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, cause or permit such animal to be left unattended and unsecured on unenclosed private property, on a public street or on a public bridle path. Such animal shall be securely fastened, or in the 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, cause or permit an animal to be hitched to any tree, lamppost, bench, or street signpost or other structure in any street or park. (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 sidewalk. (Prior code § 4435)

6.04.460 - Delivery of violating or trespassing animal dog to director authorized.

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

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 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:

- A. Persons legally engaged in trapping or luring wild, domesticated or undomesticated animals may utilize food as bait pursuant to applicable laws.
- B. Wild or undomesticated animals may be maintained, treated or fed pursuant to a valid certificate or permit issued by the federal or state government.
- 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. (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 ordinance is to create a culture and common practice of spaying/neutering dogs and cats. Education and voluntary compliance is the preferred method of achieving spaying/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~~six months that is kept in the City of Carpinteria is required to have such dog or cat spayed/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/neutered.

6.04.590 - Prohibition against unaltered dog or cat; exceptions.

No person shall own a dog or cat over the age of ~~four~~six months that is kept in the City of Carpinteria that has not been spayed/neutered, unless valid written documentation is provided to show proof that the animal is exempt from the requirement to be spayed/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 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 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/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/neuter the animal; or that arrangements have been made to spay/neuter the dog or cat within 60 days after the compliance deadline and the dog or cat is spayed/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/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/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 without any fee before its expiration date. Each applicant for such a permit shall pay an annual/initial fee of \$100.00, or the then established annual/initial 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 an initial 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. The inspection shall be scheduled at a date and time mutually acceptable to both parties and within ten days of submittal of the breeding permit application submittal.
 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 a City of Carpinteria dog license 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, excluding veterinary premises, pet stores or areas designated as animal shelters,~~ 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 14th day of December 2015, by the following called vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBER(S):

ABSENT: COUNCILMEMBER(S):

Gregg A. Carty, Mayor
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 14th day of December 2015.

City Clerk, City of Carpinteria

APPROVED AS TO FORM:

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



City of Carpinteria

COUNCIL AGENDA STAFF REPORT November 23, 2015

ITEM FOR COUNCIL CONSIDERATION

Extension of a temporary moratorium on Short Term Rental use in the City of Carpinteria.

STAFF RECOMMENDATION

Action Item X Non-Action Item

Adopt Ordinance No. 706, extending a temporary moratorium on Short Term Rental use in the City of Carpinteria.

Motion: I move to approve and adopt Ordinance No. 706, as read by title only, to go into effect immediately.

BACKGROUND

At its August 10, 2015 meeting, the City Council considered a Staff Report and public testimony that, in part, addressed issues Short-term Rentals (STRs)¹ are creating in Carpinteria. After deliberating on the matter, the Council directed staff to initiate the process of amending the City's zoning regulations pertaining to STRs in response to the growth in STRs in Carpinteria and concern over the potential negative ramifications of that growth on the City's neighborhoods and housing stock.

At its October 26, 2015 meeting, the City Council adopted Ordinance No. 705 (attached), an urgency ordinance establishing a temporary moratorium on Short-term Rentals in the City of Carpinteria. The purpose of the moratorium is to ensure that short-term rentals are not established that could conflict with the regulations that will be adopted and allow staff time to prepare draft regulations, conduct public review, and consider and effectuate appropriate regulations.

¹ **Short-Term Rental (STR):** Generic term for residential units rented for 30 consecutive days or less and which can therefore be subject to applicable city or county land use regulations, permit/licensing requirements, fees and/or taxes. STRs include both Vacation Rentals and Home Stays.

City staff continues its work conducting research and drafting regulations pursuant to City Council direction. Attached to this staff report is a memorandum previously filed with the City Clerk that describes the ongoing work.

Unless extended, the moratorium on STRs established by Ordinance No. 705 will expire on December 10, 2015. The purpose of this agenda matter is to allow the City Council to extend the moratorium in order to permit staff to complete its work and for the regulations to be considered by the City Council, adopted, and to become effective.

DISCUSSION

The growth in STRs across the country has raised important public health, safety and welfare concerns and policy issues that are being widely studied and that have resulted in many cities adopting regulations, including limiting location and number of STRs, and establishing permitting and operating regulations.

Based on the direction provided by the City Council on August 10th, City staff is in the process of drafting an ordinance that would amend Chapter 14, Zoning, of the Carpinteria Municipal Code by establishing a definition of STR uses, regulating the location and density of STRs, and, where allowed, establishing permitting and operating standards.

An interim ordinance establishing a temporary moratorium on new STRs in Carpinteria was approved by the City Council on October 26, 2015 while City staff studies, develops, and considers regulations. The moratorium ensures that STRs are not established that could conflict with the regulations ultimately adopted by the City. The effect of the moratorium is to prohibit, the City from issuing business licenses and Transient Occupancy Tax certificates for STR use.

The conditions that led to the adoption of the urgency ordinance are ongoing. City staff has continued work since the date the urgency ordinance was adopted on the following listed measures in response to the City Council's direction and in order to prepare regulations for Council consideration that could serve to alleviate the conditions of concern that have been previously identified:

- Identify and document the permitted STRs which are currently licensed and issued Transient Occupancy Tax Certificates.
- Research and review STR ordinances and regulations from other jurisdictions.
- Develop Overlay District Boundary options and map options in GIS.
- Develop definitions and clarify the different terms using definitions commonly used by other jurisdictions as reference (Short-term Rental, Short-term Vacation Rental, Home Stay, Home Exchange).
- Develop Permit Standards for Short-term Vacation Rentals and Home Stays.
- Develop Permit Process and Fee Schedule for new and renewed permits.

- Modify permitted uses listed in Zoning Chapters: R-1, PRD, PUD, MHP.
- Consider and Research alternative permit regulations such as parking, maximum occupancy, and numeric cap.
- Prepare draft ordinance and presentation to the Planning Commission and City Council.

The initial urgency ordinance has a 45-day term and may be extended under certain circumstances for an additional 10 months and 15 days. Staff is proposing that the temporary moratorium be extended for 10 months and 15 days, or until such time as it is replaced by a permanent ordinance that establishes the City's new STR regulations, if the permanent ordinance is adopted prior to the expiration of the 10 months and 15 days period. Additional discussion on the legal requirements for establishing and extending an urgency ordinance are discussed in the Legal section below.

POLICY CONSISTENCY

Extending the temporary moratorium can be found to be consistent with the City's interest in protecting the public health, safety and welfare of its residents, specifically in terms of maintaining neighborhood integrity/character, quality of life, and the City's housing stock.

FINANCIAL CONSIDERATIONS

STR uses that are permitted and licensed are required to remit Transient Occupancy Taxes to the City and are contributors to an important revenue source for delivery of public services. It is not expected that an extension of the temporary moratorium on establishment of new STRs will have a substantive effect on City revenues or its ability to deliver necessary services.

LEGAL

It is a well-established legal principle that a public agency's police power has broad application to protect the public health, safety and welfare of its residents. Further, Section 65858 of the California Government Code authorizes a city or a county to adopt an urgency ordinance to temporarily prohibit certain land uses, including particular types of businesses in the community, upon a finding that the ordinance is necessary to address a current and immediate threat to public health, safety, or welfare.

Under Section 65858 of the Government Code, a City can adopt an urgency ordinance without following the typical procedures that it would use to amend its municipal code. As a result, an urgency ordinance can be passed without advance notice to the public and can be immediately effective. California law requires that an urgency ordinance be approved by a four-fifths vote of the local legislative body. An urgency ordinance may remain in effect for only 45 days, unless it is extended by another four-fifths vote. After notice and a hearing, a local government can extend the ordinance for ten months and

15 days, with the option of an additional one-year extension. Any extension requires a four-fifths vote of the local legislative body. Staff recommends extension of the urgency ordinance for 10 months and 15 days, which would allow the moratorium to remain in effect until October 25, 2016, or until such time as it is replaced by a permanent ordinance that establishes the City's new STR regulations, if the permanent ordinance is adopted prior to the expiration of the 10 months and 15 days period.

OPTIONS

- A. Adopt the proposed extension to the urgency ordinance thereby extending the temporary moratorium concerning STRs.
- B. Direct modification to the proposed urgency ordinance and approve or schedule for reconsideration at a future meeting.
- C. Decline to enact an extension of the urgency ordinance.

PRINCIPAL PARTIES EXPECTED AT MEETING

N/A

ATTACHMENTS

- A. Ordinance No. 706
- B. Ordinance No. 705
- C. Memorandum, City Council November 12, 2015
- D. Staff Report, City Council meeting of October 26, 2015

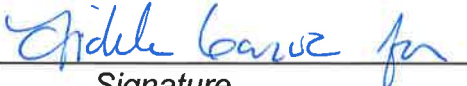
Staff Contact: Shanna Farley-Judkins, Assistant Planner
(805) 755-4405 / shannaf@ci.carpinteria.ca.us


Signature

Reviewed by: Dave Durflinger, City Manager
(805) 755-4400, daved@ci.carpinteria.ca.us


Signature

Reviewed by: Legal Counsel


Signature

Attachment A

Ordinance 706

Short-term Rental Moratorium Extension

City Council Hearing
November 23, 2015

ORDINANCE NO. 706

**EXTENSION OF AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF CARPINTERIA, CALIFORNIA ESTABLISHING A MORATORIUM ON THE
ISSUANCE OF BUSINESS LICENSES AND/OR TRANSIENT OCCUPANCY TAX
CERTIFICATES OR ANY OTHER ENTITLEMENT FOR THE OPERATION OF
SHORT-TERM RENTALS WITHIN RESIDENTIAL ZONES.**

WHEREAS, pursuant to the City of Carpinteria's ("City") police power, as granted broadly under Article XI, Section 7 of the California Constitution, the City Council of the City ("City Council") has the authority to enact and enforce ordinances and regulations for public health, safety and welfare; and

WHEREAS, the City's zoning ordinance currently allows rentals of residential units for periods of thirty (30) consecutive days or less ("short-term rentals") in the City's Planned Residential Development Districts ("PRD District") and all of the City's Central Business District ("CB District") and Commercial Plan Development Districts ("CPD District") and prohibits short-term rentals in all Single-Family Residential Districts ("R-1 District"), Planned Unit Development Districts ("PUD District"), and Mobile Home Park Plan Development Districts ("MHP District"); and

WHEREAS, legal operation of a short-term rental requires issuance of both a business license and transient occupancy tax ("TOT") certificate from the City; and

WHEREAS, the City currently offers a wide variety of options for overnight visitors, ranging from campground spaces to motel and hotel rooms to bed and breakfasts to legally operating licensed and certificated short-term rental units, which are not affected by this urgency ordinance ("Ordinance"); and

WHEREAS, online host sites increasingly have become a popular marketing technique to advertise residential units that are available for short-term rental use; and

WHEREAS, the City has recently experienced a sharp increase in the number of residential units being converted to short-term rentals; and

WHEREAS, the City's character as a classic California beach town and its reputation as a desirable vacation destination substantially increases the likelihood that residential units will continue to be converted to short-term rentals at a fast pace within the City's boundaries; and

WHEREAS, both the availability and affordability of housing is already very low in the City, making it extremely challenging for first time home buyers to enter the housing purchase market, for renters seeking other than short-term rentals to find available housing, and for business owners to meet the housing needs of their employees; and

WHEREAS, residents living in close proximity to the locations of short-term rentals have expressed concerns to the City regarding the excessive noise, disorderly conduct, overcrowding, traffic congestion, illegal vehicle parking and the accumulation of refuse attributable to short-term rentals which have required an escalation in responses from police, code enforcement, and other City services; and

WHEREAS, the City Council finds that the above conditions create substantial health, safety and welfare problems for the City, its residents and its businesses; and

WHEREAS, on August 10, 2015 the City Council directed City staff to prepare a proposal to adopt zoning regulations for short-term rentals within the City, including but not limited to consideration of designation of zone district boundaries in which such uses should be allowed, quantitative numeric caps on the number of such uses, and required operational restrictions; and

WHEREAS, City staff is currently studying and drafting comprehensive regulations governing short-term rentals pursuant to the City Council's direction; and

WHEREAS, a temporary moratorium is necessary to allow City staff time to study possible revisions to the City's zoning ordinance and other regulations to address the matters set forth above, which regulations when completed will be brought back for City Council consideration within a reasonable time; and

WHEREAS, California Government Code Section 65858 provides that for the purpose of protecting the public safety, health and welfare and without following the procedures otherwise required prior to adoption of a zoning ordinance, the City Council may adopt, as an urgency measure, an urgency ordinance prohibiting any uses which may be in conflict with "a contemplated general plan, specific plan, or zoning proposal that the [City Council], planning commission or the planning department is considering or studying or intends to study within a reasonable time"; and

WHEREAS, in the absence of an urgency moratorium, the City's ability to effectively address in a timely manner the negative impacts caused by short-term rentals on the public health, safety and welfare will be seriously compromised; and

WHEREAS, on October 26, 2015 the City Council determined by unanimous vote to enact Ordinance No. 705 pursuant to the requirements of Government Code section 65858 for certain expressed purposes for a period of forty-five (45) days; and

WHEREAS, the provisions of Government Code section 65858 provide that the City Council may extend the interim ordinance for a period of ten (10) months and fifteen (15) days upon notice pursuant to Government Code section 65090 and a public hearing at which the City Council adopts the extension by at least a four-fifth (4/5) vote; and

WHEREAS, although the City has made progress (as outlined in report prepared pursuant to Government Code section 65858(d)), the City has not completed evaluating possible revisions to the City's zoning ordinance and other regulations to address regulation of short-term rentals; and

WHEREAS, pursuant to the requirements of Government Code section 65858, a notice of public hearing about the proposed extension of this Ordinance, originally enacted on October 26, 2015, has been placed in a newspaper of general circulation within the City; and

WHEREAS, pursuant to the requirements of Government Code section 65858 the City Council has determined, by at least four-fifth (4/5) votes, to extend this Ordinance for the immediate preservation and protection of the public health, safety and welfare of the community.

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

SECTION 1. Recitals Incorporated.

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

SECTION 2. Declaration of Urgency.

The City Council of the City hereby finds and declares that, for the reasons set forth in the above Recitals, there is a need to extend this Ordinance establishing a moratorium on the issuance of all business licenses and/or TOT certificates or any other entitlement for the operation of short-term rentals within the City's residential zones, subject to the findings and conditions contained in this Ordinance. Prior to the issuance of further entitlements for short-term rentals within residential areas, the City staff needs time to study the Carpinteria Municipal Code ("CMC"), including the zoning ordinance, and other regulations to ensure that the provisions of the zoning ordinance regarding short-term rentals are compatible with and support the City's General Plan, insure consistency with surrounding land uses, are in compliance with evolving state and federal law, and adequately insure that the effects of such land use on the health, safety and welfare of the residents and businesses of Carpinteria are adequately addressed.

SECTION 3. Moratorium.

Notwithstanding any other provisions of the CMC or any other ordinances or regulations of the City to the contrary, no business license and/or TOT certificate or any other entitlement which has as its result the approval or allowance of the operation of a short-term rental within the City's residential zones shall be granted or approved by any employee, department or commission of the City while this Ordinance is in force.

SECTION 4. Immediate Threat.

Based on the findings herein, this Ordinance is adopted pursuant to California Government Code Section 65858; adoption of such Ordinance is required in order to address the current and immediate threat identified by the City Council to the public health, safety and welfare of residents and businesses that would result from the grant of new business licenses and/or TOT certificates for the operation of short-term rentals within the City's residential zones.

SECTION 5. Hardship Exception/Waiver.

The City of Carpinteria, on a case-by-case basis, shall have the authority, upon a showing of good cause by an applicant, to waive the interim prohibition/moratorium imposed by this Ordinance and allow for the granting of a business license and/or TOT certificate to said applicant. Good cause shall mean a factual and evidentiary showing by the applicant that the interim prohibition/moratorium, if not waived, will deprive the applicant of substantially all reasonable economic use of his/her property. All such applications for waiver shall be filed with the City Community Development Department. Fees for waiver applications and associated appeals shall be the same as those charged for issuance of a business license and/or TOT certificate.

SECTION 6. Definition of Short-Term Rental

For the purposes of this Ordinance, “short-term rental” is defined as the rental of residential units for a period of 30 consecutive calendar days or less, subject to applicable city and/or county land use regulations, permitting and licensing requirements, and payment of applicable fees and/or tax, including TOT.

SECTION 7: Effective Date: Extension.

This Ordinance shall be in effect for a period of up to ten (10) months and fifteen (15) days immediately following the date of expiration of Ordinance No. 705, which is December 9, 2015; provided, however, that after notice pursuant to California Government Code Section 65090 and a public hearing, the City Council, by the affirmative vote of at least four-fifths (4/5) of the voting members, may extend this Ordinance for an additional period one (1) year pursuant to California Government Code section 65858.

SECTION 8: Property Transfers and Existing Short-Term Rentals.

If a property that has been issued a valid business license and TOT certificate authorizing operation of a short-term rental use undergoes a change in ownership during the moratorium enacted pursuant to this Ordinance, the new owner may amend the existing business license and TOT certificate to reflect the change in ownership and may continue such use in compliance with all conditions and requirements.

SECTION 9: Amendment of Ordinance.

The City Council by ordinance after notice of public hearing and by the affirmative vote of at least four-fifths (4/5) of the City Councils may modify, amend, delete or add to this Ordinance upon a finding that such action will implement and enforce the goals, policies, and purposes of this Ordinance.

SECTION 10: 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 11: CEQA Exemption.

The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (“CEQA”) pursuant to Title 14 of the California Code of Regulations, CEQA Guidelines Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378); the Ordinance prevents changes in the environment pending completion of the contemplated Carpinteria Municipal Code review and thus has no potential for resulting in physical change to the environment, directly or indirectly.

PASSED, APPROVED, AND ADOPTED this 23rd day of November, 2015, by the following called vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

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 this 23rd day of November, 2015.

City Clerk, City of Carpinteria

APPROVED AS TO FORM:

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

Attachment B

Ordinance 705

Short-term Rental Moratorium Extension

City Council Hearing
November 23, 2015

ORDINANCE NO. 705

**AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
CARPINTERIA, CALIFORNIA ESTABLISHING A MORATORIUM ON THE
ISSUANCE OF BUSINESS LICENSES AND/OR TRANSIENT OCCUPANCY TAX
CERTIFICATES OR ANY OTHER ENTITLEMENT FOR THE OPERATION OF
SHORT-TERM RENTALS WITHIN RESIDENTIAL ZONES.**

WHEREAS, pursuant to the City of Carpinteria's ("City") police power, as granted broadly under Article XI, Section 7 of the California Constitution, the City Council of the City ("City Council") has the authority to enact and enforce ordinances and regulations for public health, safety and welfare; and

WHEREAS, the City's Zoning Ordinance currently allows rentals of residential units for periods of thirty (30) consecutive days or less ("short-term rentals") in the City's Planned Residential Development Districts ("PRD District") and all of the City's Central Business District ("CB District") and Commercial Plan Development Districts ("CPD District") and prohibits short-term rentals in all Single-Family Residential Districts ("R-1 District"), Planned Unit Development Districts ("PUD District"), and Mobile Home Park Plan Development Districts ("MHP District"); and

WHEREAS, legal operation of a short-term rental requires issuance of both a business license and transient occupancy tax ("TOT") certificate from the City; and

WHEREAS, the City currently offers a wide variety of options for overnight visitors, ranging from campground spaces to motel and hotel rooms to bed and breakfasts to legally operating licensed and certificated short-term rental units, which are not affected by this urgency ordinance ("Ordinance"); and

WHEREAS, online host sites increasingly have become a popular marketing technique to advertise residential units that are available for short-term rental use; and

WHEREAS, the City has recently experienced a sharp increase in the number of residential units being converted to short-term rentals; and

WHEREAS, the City's character as a classic California beach town and its reputation as a desirable vacation destination substantially increases the likelihood that residential units will continue to be converted to short-term rentals at a fast pace within the City's boundaries; and

WHEREAS, both the availability and affordability of housing is already very low in the City, making it extremely challenging for first time home buyers to enter the housing purchase market, for renters seeking other than short-term rentals to find available housing, and for business owners to meet the housing needs of their employees; and

WHEREAS, residents living in close proximity to the locations of short-term rentals have expressed concerns to the City regarding the excessive noise, disorderly conduct, overcrowding, traffic congestion, illegal vehicle parking and the accumulation of refuse attributable to short-term rentals which have required an escalation in responses from police, code enforcement, and other City services; and

WHEREAS, the City Council finds that the above conditions create substantial health, safety and welfare problems for the City, its residents and its businesses; and

WHEREAS, on August 10, 2015 the City Council directed City staff to prepare a proposal to adopt zoning regulations for short-term rentals within the City, including but not limited to consideration of designation of zone district boundaries in which such uses should be allowed, quantitative numeric caps on the number of such uses, and required operational restrictions; and

WHEREAS, City staff is currently studying and drafting comprehensive regulations governing short-term rentals pursuant to the City Council's direction; and

WHEREAS, a temporary moratorium is necessary to allow City staff time to study possible revisions to the City's zoning ordinance and other regulations to address the matters set forth above, which regulations when completed will be brought back for City Council consideration within a reasonable time; and

WHEREAS, California Government Code Section 65858 provides that for the purpose of protecting the public safety, health and welfare and without following the procedures otherwise required prior to adoption of a zoning ordinance, the City Council may adopt, as an urgency measure, an urgency ordinance prohibiting any uses which may be in conflict with "a contemplated general plan, specific plan, or zoning proposal that the [City Council], planning commission or the planning department is considering or studying or intends to study within a reasonable time"; and

WHEREAS, in the absence of an urgency moratorium, the City's ability to effectively address in a timely manner the negative impacts caused by short-term rentals on the public health, safety and welfare will be seriously compromised; and

WHEREAS, the City Council has determined, by at least a four-fifths (4/5) vote, that this Ordinance is adopted pursuant to the requirements of Government Code section 65858, is a matter of City-wide importance, is a reasonable and necessary measure designed for immediate preservation and protection of the public health, safety and welfare of the community, and is in accord with the public purposes and provisions of applicable State and local laws and regulations.

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

SECTION 1. Recitals Incorporated.

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

SECTION 2. Declaration of Urgency.

The City Council of the City hereby finds and declares that, for the reasons set forth in the above Recitals, there is a need to enact an urgency ordinance establishing a moratorium on the issuance of all business licenses and/or TOT certificates or any other entitlement for the operation of short-term rentals within the City's residential zones, subject to the findings and conditions contained in this Ordinance. Prior to the issuance of further entitlements for short-term rentals within residential areas, the City staff needs time to study the Carpinteria Municipal Code

("CMC"), including the Zoning Ordinance, and other regulations to ensure that the provisions of the Zoning Code and other regulations regarding short-term rentals are compatible with and support the City's General Plan, insure consistency with surrounding land uses, are in compliance with evolving state and federal law, and adequately insure that the effects of such land use on the health, safety and welfare of the residents and businesses of Carpinteria are adequately addressed.

SECTION 3. Moratorium.

Notwithstanding any other provisions of the CMC or any other ordinances or regulations of the City to the contrary, no business license and/or TOT certificate or any other entitlement which has as its result the approval or allowance of the operation of a short-term rental within the City's residential zones shall be granted or approved by any employee, department or commission of the City for a period of forty-five (45) days immediately succeeding the effective date of this Ordinance.

SECTION 4. Immediate Threat.

Based on the findings herein, this Ordinance is adopted pursuant to California Government Code Section 65858; adoption of such Ordinance is required in order to address the current and immediate threat identified by the City Council to the public health, safety and welfare of residents and businesses that would result from the grant of new business licenses and/or TOT certificates for the operation of short-term rentals within the City's residential zones.

SECTION 5. Hardship Exception/Waiver.

The City of Carpinteria, on a case-by-case basis, shall have the authority, upon a showing of good cause by an applicant, to waive the interim prohibition/moratorium imposed by this Ordinance and allow for the granting of a business license and/or TOT certificate to said applicant. Good cause shall mean a factual and evidentiary showing by the applicant that the interim prohibition/moratorium, if not waived, will deprive the applicant of substantially all reasonable economic use of his/her property. All such applications for waiver shall be filed with the City Community Development Department. Fees for waiver applications and associated appeals shall be the same as those charged for issuance of a business license and/or TOT certificate.

SECTION 6. Definition of Short-Term Rental

For the purposes of this Ordinance, "short-term rental" is defined as the rental of residential units for a period of 30 consecutive calendar days or less, subject to applicable city and/or county land use regulations, permitting and licensing requirements, and payment of applicable fees and/or tax, including TOT.

SECTION 7: Effective Date.

This Ordinance shall be in effect for a period of forty-five (45) days immediately following the date of adoption; provided, however, that after notice pursuant to California Government Code Section 65090 and a public hearing, the City Council members, by the affirmative vote of at least four-fifths (4/5) of the voting members, may extend this Ordinance for an initial period of time up to 10 months and 15 days pursuant to California Government Code Section 65858. Thereafter, a further extension of one (1) year is also permitted.

SECTION 8: Property Transfers and Existing Short-Term Rentals.

If a property that has been issued a valid business license and TOT certificate authorizing operation of a short-term rental use undergoes a change in ownership during the moratorium enacted pursuant to this Ordinance, the new owner may amend the existing business license and TOT certificate to reflect the change in ownership and may continue such use in compliance with all conditions and requirements.

SECTION 9: Amendment of Ordinance.

The City Council by ordinance after notice of public hearing and by the affirmative vote of at least four-fifths (4/5) of the City Councils may modify, amend, delete or add to this Ordinance upon a finding that such action will implement and enforce the goals, policies, and purposes of this Ordinance.

SECTION 10: 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 11: CEQA Exemption.

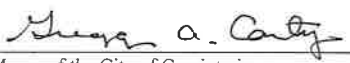
The City Council finds that this Ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to Title 14 of the California Code of Regulations, CEQA Guidelines Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378); the Ordinance prevents changes in the environment pending completion of the contemplated Carpinteria Municipal Code review and thus has no potential for resulting in physical change to the environment, directly or indirectly.

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

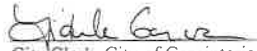
AYES: COUNCILMEMBERS: Clark, Nomura, Stein, Shaw, Carty.

NOES: COUNCILMEMBERS: None.

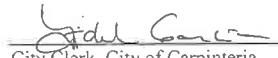
ABSENT: COUNCILMEMBERS: None.


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 this 26th day of October, 2015.


City Clerk, City of Carpinteria

APPROVED AS TO FORM:


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

Attachment C
Memorandum to City Council
November 12, 2015

Short-term Rental Moratorium Extension

City Council Hearing
November 23, 2015



City of Carpinteria Memorandum

TO: Mayor Carty and City Council Members

Cc: City Manager, David Durflinger

FROM: Shanna R. Farley-Judkins, Assistant Planner

DATE: November 12, 2015

SUBJECT: WRITTEN REPORT PURSUANT TO GOVERNMENT CODE SECTION 65858 REGARDING MEASURES TAKEN TO ALLEVIATE CONDITIONS RESULTING IN THE ADOPTION OF AN URGENCY ORDINANCE IMPOSING A TEMPORARY MORATORIUM ON THE ISSUANCE OF BUSINESS LICENSES AND/OR TRANSIENT OCCUPANCY TAX CERTIFICATES OR ANY OTHER ENTITLEMENT FOR THE OPERATION OF SHORT-TERM RENTALS WITHIN RESIDENTIAL ZONES IN THE CITY OF CARPINTERIA

On October 26, 2015, the City Council approved Ordinance No. 705, an urgency ordinance establishing a temporary (45-days) moratorium on the issuance of business licenses and/or transient occupancy tax certificates or any other entitlement for the operation of Short-term Rentals within residential zones within the City of Carpinteria. The urgency ordinance was adopted in accordance with Government Code Section 65858 and it will expire on December 10, 2015, if not extended. At the November 23, 2015 meeting, staff will request that the City Council extend urgency Ordinance No. 705 for a period of ten (10) months and fifteen (15) days, as allowed by law, to provide time for staff to complete the following work. Ordinance No. 705 could be rescinded by the City Council prior to the expiration of this extension period if work is completed earlier or could be extended again if more time is needed to complete work.

The conditions that led to the adoption of the urgency ordinance are ongoing. City staff has continued work since the date the urgency ordinance was adopted on the following listed measures in response to the City Council's direction and in order to prepare regulations for Council consideration that could serve to alleviate the conditions of concern that have been previously identified:

- Identify and document the permitted Short-term Rentals which are currently licensed and issued Transient Occupancy Tax Certificates.
- Research and review Short-term Rental ordinances and regulations from other jurisdictions.
- Develop Overlay District Boundary options and map options in GIS.
- Develop definitions and clarify the different terms using definitions commonly used by other jurisdictions as reference (Short-term Rental, Short-term Vacation Rental, Home Stay, Home Exchange).

- Develop Permit Standards for Short-term Vacation Rentals and Home Stays.
- Develop Permit Process and Fee Schedule for new and renewed permits.
- Modify permitted uses listed in Zoning Chapters: R-1, PRD, PUD, MHP.
- Consider and Research alternative permit regulations such as parking, maximum occupancy, numeric cap.
- Prepare draft ordinance and presentation to the Planning Commission and City Council.

It is anticipated that a draft ordinance will be presented to the Planning Commission for consideration at its December 7, 2015 meeting. If approved by the Planning Commission, the ordinance would then be presented to the City Council in January or February of 2016. However, this timeline represents an ideal scenario and it may take more time than expected to develop a draft ordinance for consideration. For this reason, staff will request that the City Council extend Ordinance No. 705 for ten (10) months and fifteen (15) days.

**Attachment D
Staff Report
City Council meeting of
October 26, 2015**

Short-term Rental Moratorium Extension

City Council Hearing
November 23, 2015



City of Carpinteria

COUNCIL AGENDA STAFF REPORT October 26, 2015

ITEM FOR COUNCIL CONSIDERATION

Adoption of Interim Urgency Ordinance No. 705, establishing a temporary moratorium on Short Term Rental use in the City of Carpinteria.

STAFF RECOMMENDATION

Action Item X Non-Action Item

Adopt Ordinance No. 705, establishing a temporary moratorium on Short Term Rental use in the City of Carpinteria.

Motion: I move to approve and adopt Ordinance No. 705, as read by title only, to go into effect immediately.

BACKGROUND

The growth in short-term rentals ("STR")¹ across the country has raised important public health, safety and welfare concerns and policy issues that are being widely studied and that have resulted in many cities adopting regulations, including limiting location and number of STRs, and establishing permitting and operating regulations.

At its August 10, 2015 meeting, the City Council considered a Staff Report (attached) and public testimony that, in part, addressed issues STRs are creating in Carpinteria. After deliberating on the matter, the Council directed staff to initiate the process of amending the City's zoning regulations pertaining to STRs in response to the growth in STRs in Carpinteria and concern over the potential negative ramifications of that growth on the City's neighborhoods and housing stock.

¹ Short-Term Rental (STR): Generic term for residential units rented for 30 consecutive days or less and which can therefore be subject to applicable city or county land use regulations, permit/licensing requirements, fees and/or taxes. STRs include both Vacation Rentals and Home Stays.

STR Moratorium
October 26, 2015
Page 2

Based on the direction provided by the City Council on August 10th, City staff is in the process of drafting an ordinance that would amend Chapter 14, Zoning, of the Carpinteria Municipal Code by establishing a definition of STR uses, regulating the location and density of STRs, and, where allowed, establishing permitting and operating standards. The matter is expected to come before the Planning Commission for a public hearing and recommendation before the end of the year.

The purpose of this report is to present information to assist the City Council in considering whether an interim urgency ordinance establishing a temporary moratorium on STRs in Carpinteria is necessary in order to protect the public health, safety and welfare of the City's residents and prevent establishment of STRs that may conflict with zoning standards ultimately adopted by the City.

DISCUSSION

The City currently limits STRs to its multi-family residential zone districts. In order for a property owner to legally establish and operate an STR use in Carpinteria, a City business license, with related zoning clearance, and a Transient Occupancy Tax certificate must be acquired. STR use is allowed only in multi-family residential zones and commercial zones where lodging facilities are permitted.

The City of Carpinteria began tracking STRs in 2012 in order to ensure they were located in zoning districts where they could be allowed and to gain compliance with City Business License and Transient Occupancy Tax requirements. At that time it was estimated that the City had between 100-150 STR units. Currently the City estimates that there are over 200 units that fall under existing licenses and approximately 50 unlicensed units, some in zones where such use is prohibited.

This year, to date, the City has licensed 15 vacation rentals, five of which have been received since the Council's hearing on the matter in August. This is believed to be the greatest number of STRs licensed in any single year in the City's history and reflective of an upward trend. The City is also receiving a greater number of complaints about STRs, indicating a need both for additional regulation of the use and for increased enforcement of current regulations that prohibit STRs in single family neighborhoods.

As a part of its consideration of the matter, the City Council received information that STR use has been growing exponentially in many visitor serving communities across the country and that this has resulted in the loss of housing that would otherwise be available in the long-term rental and ownership market. Information was shared about the number and location of STRs in the City of Carpinteria.

The Council also received information and testimony about the compatibility of STR use in residential neighborhoods and impacts on quality of life. The City Council was referred to the City's latest Economic Profile that discusses the inherent conflict

between the economic benefits of growth in STRs and the affordability and availability of workforce housing in support of the local economy. The Council also received a letter from the Santa Barbara Housing Authority summarizing its July 2015 meeting on the subject of STRs and related concerns about housing affordability and availability in the region including Carpinteria.

City Council members expressed concern that the unregulated growth of STRs in the City's multi-family residential areas would result in higher cost and lower availability of housing for workers and others seeking permanent housing in Carpinteria, as well as negative effects unregulated STR use could have on neighborhood character and quality of life.

It is well understood in Carpinteria and the greater south coast of Santa Barbara county that long-term rental housing rates continue to rise and vacancy rates are at or near all-time lows. A second quarter 2015 Radius Real Estate group update states that "Apartment rents continue to rise in Santa Barbara County with a typical 1BR renting at \$1750/Mo. And a 2BR/1BA \$2500/mo. The vacancy rate is still at an astonishing low of .99%. As many are shifting from home ownership to renting, the demand for apartments is out growing available rentals." The City's 2015 Economic Profile estimates the City's multi-family vacancy rate at 0.29%. The Profile report also concludes that homeownership opportunities in the City are being limited by low levels of inventory and rising prices.

Existing non-STR lodging accommodations in Carpinteria include 594 hotel/motel rooms in six lodging properties and a 140 space State Beach campground. The hotel/motel average daily rental rates in Carpinteria tend to be 10-15% lower than Santa Barbara rental rates and range from approximately \$100 - \$250. Carpinteria also currently has over 200 legally licensed STR units available as accommodation options for visitors. Neither non-STR lodging accommodations nor legally licensed STR units would be affected by adoption of the recommended urgency ordinance. Staff believes that the level of lodging accommodations available in Carpinteria is sufficient to meet demand during the period while the City considers and adopts new regulations relating to STRs.

An interim ordinance establishing a temporary moratorium on new STRs in Carpinteria is being recommended by City staff in order to ensure that, while the City studies, develops, and considers regulations, that STRs are not established that could conflict with the regulations ultimately adopted by the City. The effect of the recommended temporary moratorium would be to prohibit, effective immediately upon adoption, the City from issuing business licenses and Transient Occupancy Tax certificates for STR use.

The initial urgency ordinance has a 45-day term and may be extended under certain circumstances for an additional 22 months and 15 days. The temporary moratorium, if adopted, would likely be in effect until such time as it is replaced by a permanent

ordinance that establishes the City's new STR regulations. Additional discussion on the legal requirements for establishing an urgency ordinance are discussed in the Legal section below.

POLICY CONSISTENCY

Establishing a temporary moratorium can be found to be consistent with the City's interest in protecting the public health, safety and welfare of its residents, specifically in terms of maintaining neighborhood integrity/character, quality of life, and the City's housing stock.

FINANCIAL CONSIDERATIONS

STR uses that are permitted and licensed are required to remit Transient Occupancy Taxes to the City and are contributors to an important revenue source for delivery of public services. It is not expected that a temporary moratorium on establishment of new STRs will have a substantive effect on City revenues or its ability to deliver necessary services.

LEGAL

It is a well-established legal principle that a public agency's police power has broad application to protect the public health, safety and welfare of its residents. Further, Section 65858 of the California Government Code authorizes a city or a county to adopt an urgency ordinance to temporarily prohibit certain land uses, including particular types of businesses in the community upon a finding that the ordinance is necessary to address a current and immediate threat to public health, safety, or welfare.

Under Section 65858 of the Government Code, a City can adopt an urgency ordinance without following the typical procedures that it would use to amend its municipal code. As a result, an urgency ordinance can be passed without advance notice to the public and can be immediately effective. California law requires that an urgency ordinance be approved by a four-fifths vote of the local legislative body. An urgency ordinance may remain in effect for only 45 days, unless it is extended by another four-fifths vote. After notice and a hearing, a local government can extend the ordinance for either ten months and 15 days, with the option of an additional one-year extension, or 22 months and 15 days. Any extension requires a four-fifths vote of the local legislative body.

OPTIONS

- A. Adopt the proposed urgency ordinance thereby establishing a temporary moratorium concerning STRs.
- B. Direct modification to the proposed urgency ordinance and approve or schedule for reconsideration at a future meeting.

ATTACHMENT A

C. Decline to enact an urgency ordinance.

PRINCIPAL PARTIES EXPECTED AT MEETING

N/A

ATTACHMENTS

- A. Ordinance No. 705
- B. Staff Report, City Council meeting of August 10, 2015

Staff contact: Dave Durlinger, City Manager
(805 755-4400, daved@ci.carpinteria.ca.us)



Signature

Reviewed by: Legal Counsel



Signature

ORDINANCE NO. 705

**AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
CARPINTERIA, CALIFORNIA ESTABLISHING A MORATORIUM ON THE
ISSUANCE OF BUSINESS LICENSES AND/OR TRANSIENT OCCUPANCY TAX
CERTIFICATES OR ANY OTHER ENTITLEMENT FOR THE OPERATION OF
SHORT-TERM RENTALS WITHIN RESIDENTIAL ZONES.**

WHEREAS, pursuant to the City of Carpinteria's ("City") police power, as granted broadly under Article XI, Section 7 of the California Constitution, the City Council of the City ("City Council") has the authority to enact and enforce ordinances and regulations for public health, safety and welfare; and

WHEREAS, the City's Zoning Ordinance currently allows rentals of residential units for periods of thirty (30) consecutive days or less ("short-term rentals") in the City's Planned Residential Development Districts ("PRD District") and all of the City's Central Business District ("CB District") and Commercial Plan Development Districts ("CPD District") and prohibits short-term rentals in all Single-Family Residential Districts ("R-1 District"), Planned Unit Development Districts ("PUD District"), and Mobile Home Park Plan Development Districts ("MHP District"); and

WHEREAS, legal operation of a short-term rental requires issuance of both a business license and transient occupancy tax ("TOT") certificate from the City; and

WHEREAS, the City currently offers a wide variety of options for overnight visitors, ranging from campground spaces to motel and hotel rooms to bed and breakfasts to legally operating licensed and certificated short-term rental units, which are not affected by this urgency ordinance ("Ordinance"); and

WHEREAS, online host sites increasingly have become a popular marketing technique to advertise residential units that are available for short-term rental use; and

WHEREAS, the City has recently experienced a sharp increase in the number of residential units being converted to short-term rentals; and

WHEREAS, the City's character as a classic California beach town and its reputation as a desirable vacation destination substantially increases the likelihood that residential units will continue to be converted to short-term rentals at a fast pace within the City's boundaries; and

WHEREAS, both the availability and affordability of housing is already very low in the City, making it extremely challenging for first time home buyers to enter the housing purchase market, for renters seeking other than short-term rentals to find available housing, and for business owners to meet the housing needs of their employees; and

WHEREAS, residents living in close proximity to the locations of short-term rentals have expressed concerns to the City regarding the excessive noise, disorderly conduct, overcrowding, traffic congestion, illegal vehicle parking and the accumulation of refuse attributable to short-term rentals which have required an escalation in responses from police, code enforcement, and other City services; and

WHEREAS, the City Council finds that the above conditions create substantial health, safety and welfare problems for the City, its residents and its businesses; and

WHEREAS, on August 10, 2015 the City Council directed City staff to prepare a proposal to adopt zoning regulations for short-term rentals within the City, including but not limited to consideration of designation of zone district boundaries in which such uses should be allowed, quantitative numeric caps on the number of such uses, and required operational restrictions; and

WHEREAS, City staff is currently studying and drafting comprehensive regulations governing short-term rentals pursuant to the City Council's direction; and

WHEREAS, a temporary moratorium is necessary to allow City staff time to study possible revisions to the City's zoning ordinance and other regulations to address the matters set forth above, which regulations when completed will be brought back for City Council consideration within a reasonable time; and

WHEREAS, California Government Code Section 65858 provides that for the purpose of protecting the public safety, health and welfare and without following the procedures otherwise required prior to adoption of a zoning ordinance, the City Council may adopt, as an urgency measure, an urgency ordinance prohibiting any uses which may be in conflict with "a contemplated general plan, specific plan, or zoning proposal that the [City Council], planning commission or the planning department is considering or studying or intends to study within a reasonable time"; and

WHEREAS, in the absence of an urgency moratorium, the City's ability to effectively address in a timely manner the negative impacts caused by short-term rentals on the public health, safety and welfare will be seriously compromised; and

WHEREAS, the City Council has determined, by at least a four-fifths (4/5) vote, that this Ordinance is adopted pursuant to the requirements of Government Code section 65858, is a matter of City-wide importance, is a reasonable and necessary measure designed for immediate preservation and protection of the public health, safety and welfare of the community, and is in accord with the public purposes and provisions of applicable State and local laws and regulations.

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

SECTION 1. Recitals Incorporated.

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

SECTION 2. Declaration of Urgency.

The City Council of the City hereby finds and declares that, for the reasons set forth in the above Recitals, there is a need to enact an urgency ordinance establishing a moratorium on the issuance of all business licenses and/or TOT certificates or any other entitlement for the operation of short-term rentals within the City's residential zones, subject to the findings and conditions contained in this Ordinance. Prior to the issuance of further entitlements for short-term rentals within residential areas, the City staff needs time to study the Carpinteria Municipal Code

("CMC"), including the Zoning Ordinance, and other regulations to ensure that the provisions of the Zoning Code and other regulations regarding short-term rentals are compatible with and support the City's General Plan, insure consistency with surrounding land uses, are in compliance with evolving state and federal law, and adequately insure that the effects of such land use on the health, safety and welfare of the residents and businesses of Carpinteria are adequately addressed.

SECTION 3. Moratorium.

Notwithstanding any other provisions of the CMC or any other ordinances or regulations of the City to the contrary, no business license and/or TOT certificate or any other entitlement which has as its result the approval or allowance of the operation of a short-term rental within the City's residential zones shall be granted or approved by any employee, department or commission of the City for a period of forty-five (45) days immediately succeeding the effective date of this Ordinance.

SECTION 4. Immediate Threat.

Based on the findings herein, this Ordinance is adopted pursuant to California Government Code Section 65858; adoption of such Ordinance is required in order to address the current and immediate threat identified by the City Council to the public health, safety and welfare of residents and businesses that would result from the grant of new business licenses and/or TOT certificates for the operation of short-term rentals within the City's residential zones.

SECTION 5. Hardship Exception/Waiver.

The City of Carpinteria, on a case-by-case basis, shall have the authority, upon a showing of good cause by an applicant, to waive the interim prohibition/moratorium imposed by this Ordinance and allow for the granting of a business license and/or TOT certificate to said applicant. Good cause shall mean a factual and evidentiary showing by the applicant that the interim prohibition/moratorium, if not waived, will deprive the applicant of substantially all reasonable economic use of his/her property. All such applications for waiver shall be filed with the City Community Development Department. Fees for waiver applications and associated appeals shall be the same as those charged for issuance of a business license and/or TOT certificate.

SECTION 6. Definition of Short-Term Rental

For the purposes of this Ordinance, "short-term rental" is defined as the rental of residential units for a period of 30 consecutive calendar days or less, subject to applicable city and/or county land use regulations, permitting and licensing requirements, and payment of applicable fees and/or tax, including TOT.

SECTION 7: Effective Date.

This Ordinance shall be in effect for a period of forty-five (45) days immediately following the date of adoption; provided, however, that after notice pursuant to California Government Code Section 65090 and a public hearing, the City Council members, by the affirmative vote of at least four-fifths (4/5) of the voting members, may extend this Ordinance for an initial period of time up to 10 months and 15 days pursuant to California Government Code Section 65858. Thereafter, a further extension of one (1) year is also permitted.

SECTION 8: Property Transfers and Existing Short-Term Rentals.

If a property that has been issued a valid business license and TOT certificate authorizing operation of a short-term rental use undergoes a change in ownership during the moratorium enacted pursuant to this Ordinance, the new owner may amend the existing business license and TOT certificate to reflect the change in ownership and may continue such use in compliance with all conditions and requirements.

SECTION 9: Amendment of Ordinance.

The City Council by ordinance after notice of public hearing and by the affirmative vote of at least four-fifths (4/5) of the City Councils may modify, amend, delete or add to this Ordinance upon a finding that such action will implement and enforce the goals, policies, and purposes of this Ordinance.

SECTION 10: 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 11: CEQA Exemption.

The City Council finds that this Ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to Title 14 of the California Code of Regulations, CEQA Guidelines Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378); the Ordinance prevents changes in the environment pending completion of the contemplated Carpinteria Municipal Code review and thus has no potential for resulting in physical change to the environment, directly or indirectly.

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

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

Mayor of the City of Carpinteria

ATTEST:

ATTACHMENT B

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 this 26th day of October, 2015.

City Clerk, City of Carpinteria

APPROVED AS TO FORM:

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



City of Carpinteria

COUNCIL AGENDA STAFF REPORT August 10, 2015

ITEM FOR COUNCIL CONSIDERATION

Initiation of changes to City regulations concerning short-term residential rental use.

STAFF RECOMMENDATION

Action Item X ; Non-Action Item

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

Motion: I move to direct staff to prepare a draft ordinance amending the Carpinteria Municipal Code, as discussed, pertaining to short-term residential rental use.

DEFINITIONS

Home Stays: A type of STR where the permanent resident remains onsite during the rental period. Does not include bed and breakfast inns or hosting of guests.

Short-Term Rental (STR): Generic term for residential units rented for 30 consecutive days or less and which can therefore be subject to applicable city or county land use regulations, permit/licensing requirements, fees and/or taxes. STRs include both Vacation Rentals and Home Stays.

Tourism Business Improvement District (TBID): Special assessment or taxing district that applies to visitor serving uses.

Transient Occupancy Tax (TOT): Local tax that applies to all rentals of 30 days or less under California law. Also known as a hotel bed tax.

Vacation Rentals: A type of STR where the permanent resident does not remain onsite during the rental period. Does not include time shares or house swapping.

Short-term Vacation Rentals
August 10, 2015
Page 2

BACKGROUND

Many communities across the state and country are experiencing a growth in the number of residential units being converted for short-term rental use.¹ In Carpinteria this is also the case, where it is estimated that 271 short-term rentals now exist.

Short-term rental (STR) is a generic term for residential units rented for 30 consecutive days or less and which can therefore be subject to applicable city or county land use regulations, permit/licensing requirements, fees and/or taxes. STRs include both Vacation Rentals and Home Stays. Home Stays involve the permanent resident remaining onsite during the rental period. With Vacation Rentals, the permanent resident does not remain onsite during the rental period.²

STRs do not include lodging accommodations such as hotels (including bed & breakfast inns), hostels and time-shares. STRs are also distinct from other non-rental shared use of residences such as house swapping or hosting of guests, none of which appears to be included in the current discussions that cities are having concerning STRs as there is typically no monetary payment for such stays.

Home Stays and Vacation Rentals have been around for decades, historically advertised in magazines, newspapers or by word of mouth. In seasonal resort areas, property management companies often specialize in the marketing and maintenance of vacation rental properties. In recent years, a number of web-based, sharing economy businesses have been created that provide short-term services in a manner that takes advantage of the attributes of the internet (e.g., Uber, Airbnb, etc.).

The online STR industry provides access to a wider audience, making it easier to comparison shop, and generally making the process of entering into a rental agreement more efficient. For property owners, STRs can provide supplemental income and even business opportunities. For visitors, STRs are often less expensive, provide amenities not typically available in a standard hotel or motel room, and are generally located outside of commercial centers more appropriate for traditional short-term lodging.

STRs can also be an important resource for resort communities, providing an expandable lodging inventory available virtually on-demand and leading to increased revenue from tourism for local businesses. For local governments, STRs have created the potential for growth in visitorship and associated revenues such as transient occupancy tax.

¹ "7 Hot Trends in the Real Estate Market: Hotel, Condo and Vacation Rental Boom and More," Jeff Collins, Orange County Register, July 3, 2015. "Inside Airbnb.com reports it had nearly 27,500 listings in New York this past spring, 14,520 in Los Angeles and 5,426 in San Francisco. There are at least 800 in Orange County, according to an Airbnb search."

² "San Diego Is Still a House Divided on Vacation Rentals," Zoe Schaver, Voice of San Diego, July 14, 2015

Growth in STRs, however, has also brought a variety of issues that communities across the country and even internationally are grappling with. An October 2014 report from the New York State Office of the Attorney General summarized the situation this way:³

Where supporters of Airbnb and other rental sites see a catalyst for entrepreneurship, critics see a threat to the safety, affordability, and residential character of local communities. Are the new platforms fueling a black market for unsafe hotels? By bidding up the price of apartments in popular areas, do short-term rentals make metropolitan areas like New York City less affordable? Is the influx of out-of-town visitors upsetting the quiet of longstanding residential neighborhoods?

In California, the issue is getting enough attention that the League of California Cities is providing links to reference material, including sample ordinances, studies and news articles, in an attempt to help local cities address these concerns.⁴

Common issues being identified by cities include challenges in ensuring compliance with licensing, permitting and payment of fees and taxes, compliance with land use and zoning policies and regulations, compliance with housing, building and fire codes, increased housing cost and decreased availability of rental units, property owner rights, scams targeting people seeking Vacation Rentals, and an increase in litigation between cities and online vacation rental services and between cities and residents/property owners.

Private vs. Public Interest. A fundamental issue that cities address when evaluating current and/or proposed local regulation of STRs is the appropriate balance between private property interests and the broader public interest. It is apparent that the establishment by cities of land use policies and zoning regulations specific to STRs aim to balance property owner expectations concerning use of their homes with broader public interests such as available and affordable workforce housing, a sustainable local economy, community and neighborhood character, quality of life and property values.

Licensing, Permitting and Payment of Fees/Taxes. Operating an STR in most cities is considered a commercial activity and, if allowed, requires a business license. Most cities have a transient occupancy tax (TOT), also known as a hotel bed tax, which, under California law, applies to all rentals of 30 days or less. Some areas also have a tourism business improvement district (TBID) or similar special assessment or taxing district that applies to visitor-serving uses. Cities that permit STRs often also require an application for a permit to be filed with an associated fee.

Cities are finding that operators of STR properties often are not in compliance with one or more local license, permit, fee and/or tax requirements, that STRs can be disruptive to neighborhoods and cause public nuisances, and that enforcement can be

difficult and expensive. Senate Bill 593 (McGuire) would require online reservation services, such as Airbnb.com, to provide data, including location, to cities about STRs using the service. The bill is currently pending before the Senate Governance and Finance Committee.

Land Use and Zoning Consistency. Many cities are also finding that their regulations, processes and procedures associated with STRs are out of step with current practices and no longer adequate to address trends in the conduct of STR use. Cities have found the need to better define STR types in order to appropriately develop and apply local regulations. In particular, differentiating Home Stays from other STRs is a common change made by cities wishing to distinguish the way the use is regulated.

In many communities, STR use has greatly expanded and intensified, with a greater number and frequency of STRs occurring in non-traditional areas such as single-family neighborhoods. This trend has resulted in many cities updating zoning regulations in order to clarify or establish appropriate limits on STR use.

Neighborhood Compatibility and Service Demands. As STR use has expanded and intensified in residential neighborhoods, cities have experienced myriad complaints in neighborhoods where such complaints are rare or non-existent. Complaints include: overcrowded units; numerous vehicles overwhelming available onsite parking and impacting availability of neighborhood on-street parking; short-term tenants being inconsiderate of neighbors, e.g., blocking driveways with cars, leaving trash on street and yard areas, and having loud parties late into the night. These trends in complaints to city government officials impact both law enforcement services, which typically respond to acute complaints about noise, etc., and also zoning enforcement services, which typically respond to complaints about cumulative impacts and chronic nuisances.

Effects on Rental and Ownership Housing Markets Affordability and Availability. The growth in the STR market is occurring in many places where housing availability and affordability is already low. This drives up the cost of housing, making it challenging for first time homebuyers to enter into the market, for renters to find housing, and for business owners to meet the housing needs of their employees. Many cities have identified the commercialization of residential units for STR use as a factor exacerbating housing availability and affordability.⁵

Compliance with applicable non-discrimination, Uniform Housing, Building and Fire Code Standards and Insurance. Operators of traditional lodging facilities must comply with the Federal Housing Act (FHA) and the American's with Disabilities Act (ADA). Special construction, exiting and fire safety standards also apply to lodging facilities. As STRs have become a popular alternative lodging choice, many cities are

⁵ The impact of STRs on the Santa Barbara region housing market was the topic of discussion at the July 2015 meeting of the Santa Barbara Joint Cities/County Housing Task Group and at a May 2015 meeting of the City of Santa Barbara Housing Authority Commission. A letter summary of the Commission meeting, dated May 21, 2015, is attached to this report.

³ "Airbnb in the City," New York State Office of the Attorney General, Eric T. Schneiderman, October 2014

⁴ The referenced material can be found at <https://www.lacities.org/Policy-Advocacy/Hot-Issues/Vacation-Rentals>

concerned that adequate protections for the public using these facilities are not being provided. Questions are being raised about adequacy of homeowner's insurance policy coverage to protect guests injured due to homeowner negligence, and compliance with state and federal laws that require public accommodations to be accessible to persons with physical disabilities.

In some communities the owners/operators of traditional lodging facilities, e.g., hoteliers, have asked cities to ensure that STR operators comply with the same standards that hotels are expected to meet with regard to permitting, licensing and taxes, and compliance with accessibility standards and other building and fire code requirements in order to ensure a level playing field.

Law Enforcement. The lack of adequate oversight of internet based rental services has allowed scams to proliferate where the public is victimized. A typical scam involves consumers putting down deposits for rental properties that don't exist. The Santa Barbara County Sheriff's Department reports that this activity has been occurring in Santa Barbara County and at least one incident has been reported in Carpinteria to date.

Litigation. Cities have been involved in litigation concerning STRs. Examples include where property owners violate zoning or other regulations associated with the establishment and/or operation of an STR property, where online rental services have refused to cooperate in providing information about STR properties to cities for enforcement purposes, and where a disabled person claimed cities that regulate STRs have an obligation to ensure compliance with accessibility standards.

The purpose of this agenda matter is to review STR trends and issues, including local, state and national trends, to review regulatory examples from other cities, to receive public input on the matter, and to provide the City Council the opportunity to initiate any changes to existing City regulations that are determined appropriate for its consideration.

In preparation for this agenda matter, notice was provided via press release and news articles in the Coastal View News, other news outlets, the City Newsletter and direct emailing to local realtors and TOT remitters registered with the City.

DISCUSSION

As discussed in the Background section of this Staff Report, cities all over the country are studying STRs and many have decided to establish or update local regulations. Some have also temporarily prohibited establishment of STRs by adopting moratoriums in order to provide time to study the issues and develop an appropriate response. In preparing this Staff Report, reports and regulations from the Cities of San Diego, Santa Monica, Laguna Beach, San Luis Obispo, Goleta and Santa Barbara were reviewed. (Attached is a table comparison of regulations established by some cities in

the region). A number of studies on STRs were also reviewed.⁶ A compendium of these reports, regulations, studies and news article samples has been provided to the City Council and is available for review at the City Clerk's office.

Regulatory Approaches in Other Cities. In researching regulations established by other cities throughout the region and state, staff has determined that there are three common approaches: (1) establishing geographic restrictions, i.e., prohibiting or allowing STRs in certain areas of a city, usually based on zoning; (2) establishing quantitative restrictions, i.e., limiting the number or density of STRs; (3) establishing operating restrictions, i.e., licensing, permitting and standards.

In the cities surveyed, all are defining Vacation Rentals and Home Stays as distinct and different uses, and are applying different restrictions to them. The issues associated with Vacation Rentals are not being associated with Home Stays. Cities that have distinguished Home Stay from Vacation Rental often also require permits for Home Stay use and compliance with certain operating standards such as requiring the owner to be onsite and limiting guest occupancy to a single room.

These approaches are not mutually exclusive, and some agencies have included all three approaches in their response to STR growth. For example, a city may expressly prohibit Vacation Rental use in certain zone districts, limit the overall number allowed in the city, exclude Home Sharing from that prohibition, and establish permit requirements and regulations for all STRs. The following paragraphs provide additional details of how each of the three approaches has been put into practice in other jurisdictions.

Geographic Restrictions. Some cities have elected to not allow Vacation Rentals in residential zone districts but to permit Home Stays. Cities have banned Vacation Rentals use in residential zone districts by either concluding that Vacation Rentals are commercial uses and therefore not allowed in residential zone districts, or by acting to establish explicit prohibitions within zoning district regulations. The City of Santa Monica is an example of a city that has prohibited Vacation Rental use in residential zone districts.

Quantitative Restrictions. There are two types of quantitative restrictions that have been identified: ratio or cap restrictions and density restrictions. Staff has identified examples of cities having quantitative restrictions applying to Vacation Rentals but, where defined separately, not Home Stays. Some cities that have identified the growth of Vacation Rentals as an issue for local housing availability and affordability have established minimum ratios between long-term rentals and

⁶ Studies reviewed include: "Overview of Sharing Economy and Short-Term Rentals," State of California, Legislative Analyst's Office, March 18, 2015, "Airbnb, Rising Rent, and the Housing Crisis in Los Angeles," Samaan, Roy, Laane, March 2015, "Airbnb in the City", Schneiderman, Eric T., New York State Office of the Attorney General, October 2014, "Vacation Home Rentals: Issues, Emerging Trends and Best Practices," Colorado Association of Ski Towns, June 2015

Vacation Rentals or caps on the total number of Vacation Rentals permitted, in order to protect their stocks of rental housing⁷. Some cities that have associated issues of degradation of neighborhood character and quality of life with the growth in Vacation Rental use, have established minimum separation standards in order to avoid clustering of Vacation Rentals in any particular area.⁸

Operating Restrictions. Many cities in resort areas have had Vacation Rental programs in place for a long time and permit Vacation Rentals in residential zone districts. In light of the growth in this use type and related issues, some cities, such as Laguna Beach, have initiated changes to the regulation and permitting of this use. These cities have typically identified that Vacation Rental uses generate issues unique or different than long-term residential rental use and therefore require special operating standards.

The City of Goleta has recently adopted regulations that establish a permit process and operating standards for Vacation Rentals in residential zone districts. Regulations reviewed include standards which discourage neighborhood nuisances, establish tools for effectively dealing with non-compliance, and provide procedures for permit revocation when necessary. The type of permit requirements and operating standards found in staff's research include the following:

Permit and/or license requirements. Requiring a permit and/or license for uses and activities affords cities a regulatory path to establish and enforce operating standards. Written permit conditions are established and contact information for the owner/operator is available for noticing should issues arise over the course of operating the use. Modifications to operating standards can be made if unique problems arise, or permits may be revoked if violations persist. Cities establish and collect fees as determined necessary to offset costs associated with the permitting process.

Owner Occupancy requirements. Fundamental to Home Stays, some cities have determined that the owner's presence onsite during rentals is a prerequisite to the operation of an STR in certain areas, e.g., single-family residential zone districts. Where applied, such a requirement would prohibit Vacation Rentals, i.e., whole house rentals, and subletting by tenants.

Payment of taxes and assessments. Cities allowing STRs require payment of applicable taxes and/or assessments. TOT is most common and applicable tax to short-term stays of 30 consecutive days or less. Many cities also apply tourism and/or parking business improvement district assessments to this use type.

Minimum insurance requirements. This requirement is established in order to ensure that guests are adequately protected from homeowner negligence in case of injury or death. The type and coverage amounts may vary from a typical homeowner's policy.

Inspection requirements for Uniform Housing, Building and Fire Code compliance. This requirement is aimed at ensuring that units rented comply with minimum standards of occupancy safety, e.g., having smoke and carbon monoxide detectors. The City of Carpinteria currently operates a single-family rental inspection program that addresses similar interests related to long-term rental properties in single-family zone districts. Inspections are conducted every three years.

Surety Bonds or Similar Guarantee for Payment of Fines. Effectively a type of security deposit required to be made by the property owner and held by the city, a surety bond is another tool to motivate owner responsibility and allow for effective and efficient enforcement by a city when necessary.

Requirement for a City-issued Registration Number with Online Listing. This is an enforcement tool that allows cities to more easily identify online property listings that are registered and allows for efficiency in ensuring compliance. This requirement can also help consumers to avoid scams by providing a reference that can be checked.

Unit Occupancy Rules. Cities that establish general program requirements, as listed above, will typically also establish rules for the onsite conduct of the STR activity. These rules can include:

- Minimum length of stays and maximum number of annual stays per dwelling unit
- Limit on number of occupants
- Trash/recycling collection and receptacle requirements
- Noise standards, e.g., no loud music after 9:00 p.m.
- Parking standards, e.g., maximum number of vehicles allowed and restrictions on where they can be parked
- Sign standards, e.g., prohibition on advertising signs and requirements for management contact information
- Nuisance/Complaint response plan filed with the city that describes house rules, how the owner communicates house rules to tenants, and how the owner responds to issues and complaints concerning the rental use of the property
- Designated local/nearby emergency contract, 24 hours/7 days per week
- Posting of permit and conditions in unit to ensure that house rules and regulations are communicated effectively to tenants

⁷ Mendocino County, CA
⁸ City of San Luis Obispo, CA

Code Compliance. As the number and frequency of use of STRs has increased, cities are receiving more complaints from neighbors. Not surprisingly, in response, cities are engaging in more proactive enforcement of regulations concerning STRs. As discussed previously, this has proven challenging given that property listing and other activities associated with the STR are typically conducted through internet-based companies. Property location and property owner information is generally not made available through websites such as Airbnb and Homestay, and these companies have generally not been cooperative in providing such information to cities. Some website Terms of Use agreements prohibit activities necessary for cities to conduct enforcement, such as gathering information about unit rental histories. Some cities have experienced employees being barred from access to websites for this reason.

In this context, some cities have established minimal regulations—e.g., requiring a business license and payment of taxes – due to concerns that the regulation of STRs, as discussed above, could have the unintended consequence of driving these uses underground, where the use and impacts would continue without any oversight or tax revenue. This is already being experienced in some cities where property owners and/or investors in residential property have been found to be willfully violating local STR restrictions.

Cities are approaching code enforcement penalty provisions in two ways: applying generally applicable enforcement provisions and establishing enforcement provisions unique to STRs. General provisions are those already in place in most cities to address code enforcement matters and have procedures and penalty amounts established for violations. Where cities have established special penalty provisions for STRs, the penalty amounts are typically greater than those established in the general provisions.

Short-Term Rentals in Carpinteria. Carpinteria has been a visitor destination for over 100 years. The Beach Neighborhood, in particular, was the location of camping and seasonal bungalows dating back to the early 20th century. At the time of the City's incorporation in 1965, Vacation Rental use was well established with residential units in the Beach Neighborhood being rented out to visitors for short-term stays⁹.

By the late 1970s the City's rental housing market had become extremely tight¹⁰ and the City had identified a number of conditions that threatened to exacerbate the affordability and availability of rental units locally. These conditions included the conversion of rental housing to condominium ownership and the demolition of rental housing in favor of owner-occupied units. The City's 1981 General Plan states, in part, that "[c]onversions of existing rental units to condominiums or community apartments,

⁹ Prior to 1981, the City's multi-family zone district permitted "lodging houses." It is not clear whether residential properties used for short-term rental were considered by the City to be lodging houses and therefore expressly permitted in multi-family zones, or simply represented a type of use/activity not regulated and potentially also conducted in other residential districts.

¹⁰ An April 1980 residential vacancy rate of less than 1% is cited in the City's 1981 Housing Element as being indicative of the broader housing affordability and supply problem in Carpinteria.

while providing a potential for homeownership...can further restrict affordable rental housing opportunities..." The City determined that this type of development should be regulated in order to protect the City's rental housing stock, and in 1981 the City's zoning regulations were updated to include Condominium Conversion and Residential Rental Unit Demolition standards that remain a part of the code to this day¹¹.

Similarly, today the growing use of residential units (both rental and ownership) as STRs raises a number of issues, not the least of which is the potential for this activity to negatively affect the affordability and availability of permanent workforce housing in Carpinteria.

The City zoning code's only reference to short-term occupancy use is the allowance for hotels/motels in certain commercial zones. The zoning code does not specifically address STRs in the City's residential zone districts, nor does it differentiate between Vacation Rentals and Home Stays.

The City's practice has been to prohibit STRs in the single-family residential zone district while allowing STRs in multi-family residential zone districts. The basis for the allowance in multi-family residential zone districts is based on the City's long history of allowing STRs in multi-family residential zone districts such as the Beach Neighborhood. The basis for not allowing STRs in the single-family residential zone districts is that such use is a commercial activity inconsistent with single-family land uses.

As indicated previously, it is difficult to determine the number and trend for STRs in any city, including Carpinteria, because unlicensed STRs can be difficult to identify. However, it is reasonable to conclude that, as a vacation destination and based on anecdotal information, Carpinteria is experiencing significant growth in this type of use.

Attachment 2 to this Report is a map illustrating currently licensed STRs in the City of Carpinteria. The map illustrates that of the 271 licensed STR units, most are concentrated in the Beach and Downtown Neighborhoods. Also, 187 of the units are part of multi-family developments with onsite management, e.g., Sunset Shores. Onsite management is an important tool for addressing tenant issues that may arise concerning Vacation Rentals and which can create neighborhood nuisances. Also, Homeowners Association Covenants, Conditions and Restrictions (CC&Rs), are often the most effective compliance tool concerning activities by an owner that negatively affect other residents and owners. The City receives a low number of nuisance type complaints concerning Vacation Rentals in the Beach and Downtown Neighborhoods.

The City has recently received complaints concerning unlicensed STRs in the single-family residential zone district within the Concha Loma neighborhood. In response, the City has recently sent all property owners a letter to remind them of the

¹¹ Carpinteria Municipal Code Chapter 14.73, Residential Rental Unit Demolition, and Chapter 14.74, Condominium/Cooperative Conversion.

City's long-standing prohibition on STR use in the single-family residential zone district. Additional internet research was conducted to attempt to determine if and where a violation(s) may be occurring and specific letters were sent to two R-1 property owners whose rental information was found on the internet.

In 2005, after receiving complaints from neighbors about an illegal STR in a single-family residential zone district and issuing citations, the City settled a case with the owner who agreed to stop operating the STR and to pay \$25,000 in penalties and reimbursement charges for City expenses.

Based on internet searches and complaints received, staff believes it is very likely that there are currently unlicensed STRs operating in both single and multi-family zone districts; however, the bulk of STRs remain, as the map indicates, in multi-family areas of the Beach Neighborhood, Downtown District and Carpinteria Avenue corridor. Unlike in some communities where unpermitted STR use in single-family areas has become well established, STRs in single family areas of Carpinteria appear to be the exception. Likewise, there are very few STRs in multi-family zones outside of the Beach and Downtown Neighborhoods.

General Plan/Local Coastal Land Use Plan Policy Review. Local land use policies and zoning schemes aim, in part, to keep uses that have been determined to be incompatible from negatively affecting one another. One of the ways cities accomplish this is to establish land use categories and zoning districts that, through the development approval processes, function to separate residential and commercial uses and ensure that activities typical to commercial use do not undermine the health, safety and welfare of residential areas.

The proliferation of STRs in residential zone districts of cities across the state and country has resulted in many cities affirming this fundamental purpose of land use regulation and those policies and regulations that support and implement that purpose. In many cases, cities have determined that regulations concerning STRs are needed or, where already established, need to be amended, in order to allow STR use to be located and conducted in a manner that can be found consistent with local land use policies.

The City of Carpinteria's land use policies are established in its General Plan/Local Coastal Land Use Plan (CLUP).¹² The City's CLUP, including related estimates of population growth, service demand, jobs/housing balance, etc., does not anticipate a proliferation of STR use in residential areas. The impacts from proliferation of STR use in residential areas include, but are not limited to, creating unmet service demands, altering the character of neighborhoods, and limiting availability and cost of

housing (both rental and ownership). The following is a review and discussion of a sample of the City's CLUP policies.

1. The City's primary residential land use designations are Low and Medium Density Residential, and the descriptions of these categories (beginning on page nine of the CLUP) do not indicate an allowance for commercial use. Further, the City has a specific designation, Visitor-Serving Commercial, which is intended to provide for uses that serve visitors to the City such as hotels and motels. The implementing zone district, Visitor-Serving/Highway Commercial Overlay, states that the intent of the district includes requiring "adequate visitor-serving commercial uses in areas serving the beach and major highways..." The descriptions and limited application of these designations suggest that appropriate locations for visitor-serving accommodations should also be limited.
2. Objective LU-3 and Policies LU-3e, Objective LU-6 and Policy LU-6a concern maintaining an appropriate balance in the City between jobs and housing. As discussed, many cities are concerned that conversion of housing to Vacation Rentals will negatively affect the affordability and availability of workforce housing within the City.
3. Housing Element Policies: Commitment of a growing segment of the City's housing stock to Vacation Rentals would be expected to make it more difficult for the City to achieve its housing goals, including addressing the housing needs of all economic segments of the community, maintaining an appropriate balance between jobs and housing, conserving rental apartments, mobile homes and other affordable housing types and maintaining affordability of existing and future housing in the City.

The overall residential vacancy rate in Carpinteria, at 12.3%, is considered high, and is due in large part to residential units being used as second homes and Vacation Rentals. The City's long-term rental vacancy rate is very low, historically being less than 2%.¹³ Conversion of a greater number of rental and ownership housing to Vacation Rentals would be expected to exacerbate the already scarce amount and type of housing available, the cost of housing, and the amount and nature of public facilities and services needed. This tension between the benefits of growth in the number of Vacation Rentals to the tourism sector of the local economy and an interest in protecting the integrity of the City's residential housing stock and neighborhoods is identified in the City's 2015 Economic Forecast¹⁴.

4. Community Design Element policies regarding neighborhood character, e.g., Objective CDS5-2 and CDS5-3, suggest that the preservation of

¹² The City's General Plan/Local Coastal Land Use Plan can be found at <http://www.carpinteria.ca.us/communitydev/planning.shtml>, and the Zoning Code can be found at https://www.municode.com/library/ca/carpinteria/codes/code_of_ordinances.

¹⁴ 2015 Carpinteria Valley Economic Profile, Page 13-14, Tourism

neighborhood character through development controls is appropriate and necessary for maintenance of neighborhoods consistent with the City's small beach town image.

LEGAL ISSUES

The City Attorney's office has worked closely with staff on this matter, and is prepared to address any questions from the Council regarding legal issues. As a general matter, it is a well-established legal principle that a public agency's police power has broad application in the area of land use, and at least one recent case finds that these broad police powers authorize a City to regulate in the area of STRs.

FINANCIAL CONSIDERATIONS

The City's economy includes a significant tourism component that supports private businesses and generates sales and TOT revenue. To the degree that STR use expands the capacity to accommodate visitors, it would be expected that this activity would be supportive of businesses that cater to visitors and generate related tax revenues in support of City services.

STR use may also negatively impact the economy by making it more difficult for businesses to attract and retain employees due to the lack of affordable housing. Loss of businesses would be expected to result in less tax revenue being available to support City services.

Finally, many cities are experiencing direct costs associated with the need for proactive enforcement of regulations pertaining to STRs. It is expected that Carpinteria will experience similar costs as proactive enforcement efforts increase.

OPTIONS FOR DIRECTING STAFF

The City Council may either receive and file this report and take no further action, or take action to initiate a zoning code amendment and direct staff concerning the desired changes. Should the City Council determine to not take action, the matter of vacation rental use will next be considered by the Planning Commission in the context of the City's comprehensive zoning code update, which is tentatively scheduled for public hearing in the fall. Should the Council determine to initiate a zoning code amendment, staff would prepare a draft ordinance pursuant City Council direction and bring the matter before the Planning Commission for consideration of making a recommendation to the City Council.

The following are brief descriptions of discrete options should the City Council determine to initiate legislative action. These options are not mutually exclusive and, with the exception of alternative A to option 1, some combination of options or all of the options may be explored. Further, hybrid options may also be developed, e.g., allowing

Home Stays in residential zones, prohibiting Vacation Rentals in single-family zones, and establishing limits on Vacation Rentals in multi-family zones.

OPTION 1: Adopt Geographically-Based Restrictions on STRs. The Council could decide to prohibit STRs in all residential areas or to allow STRs in some residential areas and not in others. Below are four potential possibilities under this approach:

- A. Prohibit STRs (Vacation Rentals and Home Stays) in all Residential Zone Districts throughout the City.** As a part of the City's authority to establish a long-range land use plan and to implement those policies through regulations, the City has adopted a General Plan and zoning regulations that direct the location and extent of land uses as well as policies and standards that serve to differentiate neighborhoods, districts and corridors and provide for a mixture of land use and housing types within each.¹⁵ In this context, should the City Council determine that STR use, i.e., Vacation Rentals and Home Stays, are incompatible with locations where the City permits residential use, it could establish an express prohibition. A prohibition of Vacation Rentals and Home Stays in the City would effectively limit transient occupancy use, i.e., overnight stays of 30 consecutive days or less to areas such as the visitor-serving overlay district, where hotels and similar commercial use is permitted.
- B. Allow STRs (Vacation Rentals and Home Stays) only in Multi-family Residential Zone Districts (includes mobile home parks) or only in certain areas zoned Multi-family Residential.** It is the City's current practice to allow Vacation Rentals and Home Stays in all multi-family residential zone districts. If this remains the case, the City may choose to make amendments to its zoning regulations that clarify that STRs are permitted in multi-family residential zone districts and expressly prohibited in single-family residential zone districts. This option would also allow the Council to direct that Vacation Rental use in multi-family residential zone districts be limited to specified areas where Vacation Rentals are concentrated, e.g., the Beach Neighborhood.
- C. Allow Home Stays and Prohibit Vacation Rentals in all Residential Zone Districts.** This would involve amending the City's zoning regulations to establish definitions that clearly differentiate between Vacation Rental and Home Stay uses, and that would expressly allow Home Stays and prohibit Vacation Rentals.

¹⁵ Government Code 65302.4, Expressions of community intentions regarding urban form and design.

D. Allow STRs (Home Stays and Vacation Rentals) in all Residential Zone Districts. This would involve initiating a zoning code amendment to clarify that STRs are expressly allowed in residential zone districts.

OPTION 2: Adopt Quantitative-Based Restrictions on STRs. The Council could also choose to allow STRs (Vacation Rentals, Home Stays, or both), as described above in Option 1 (alternatives B, C or D), but to implement a cap on the number of STR permits that may be issued. Quantitative restrictions may take the form of a fixed limit on the total number of STR permits that may be issued at any given time. Alternatively, the Council could implement a proximity restriction that prohibits STRs from being located within a certain distance of another STR. Implementation of quantitative-based restrictions would involve amending the zoning code to reflect decided-upon limits.

OPTION 3: Adopt Operational Restrictions on STRs. Many cities with STR regulations also incorporate performance-type standards for the operation of STRs. A review of these regulations can be found above in the Discussion section of this report. Implementation of such regulations involves amending the City's zoning regulations to establish special provisions for operation of STRs.

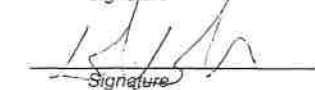
PRINCIPAL PARTIES EXPECTED AT MEETING

Local Residents
Property owners
Real estate management company representatives

ATTACHMENTS

1. Compilation of Short-Term Rental Articles, Studies, Reports and Ordinances (distributed separately with list attached)
2. Map of Licensed STRs in Carpinteria by area (as of May 2015)
3. Comparison table of sample city regulations
4. Letter, Housing Authority of the City of Santa Barbara, dated May 21, 2015

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


Signature

Signature

Reviewed by: Dave Durlfanger, City Manager

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ATTACHMENT 1
Compilation of Short-Term Rental Articles, Studies, Reports and Ordinances
(distributed separately)

A. Articles

1. Bill to limit online vacation rentals including Airbnb, Sonoma Tribune, May 14, 2015
2. 7 hot trends in real estate market: Hotel, condo and vacation rental booms and more, Orange County Register, July 3, 2015
3. The Advantages of Offering Short-Term Rental of Your Home, Noozhawk, May 11, 2015
4. At Airbnb, growth brings scrutiny, regulation; LA Times, June 10, 2015
5. Despite Pleas from public, Santa Barbara Council Backs Ban on Short-term Vacation Rentals; Noozhawk, July 24, 2015
6. The Airbnb effect, San Francisco Chronicle, July 12, 2015
7. Rental sites like Airbnb aren't as innocuous as they pretend, The Economy Hub, July 19, 2015
8. In San Francisco, a battle over the 'hotelization' of neighborhoods, Los Angeles Times, May 22, 2015
9. Los Angeles Proposing Strict Regulations on Short-term Vacation Rentals, But to What Effect, Jdsupra Business Advisor, July 27, 2015
10. Keys Crack Down on Unlicensed Vacation Rentals Underway, WLRN, Miami, Ft. Lauderdale, July 15, 2015
11. Vacation home scams reported in Santa Cruz County, Santa Cruz Local News, Central Coast News, July 21, 2015
12. Vacation home rental scams happening on Tbyee Island, WTOG-TV, July 16, 2015
13. Ojai temporarily bans vacation rentals operating without permit, VC Star, March 25, 2015
14. Permit for Short-term Rentals Still on Hold, Laguna Beach Local News, June 21, 2015
15. Private home rentals with ADA battle, Big Bear Valley News, August 11, 2010

B. Studies

1. Overview of Sharing Economy and Short-Term Rentals, State of California, Legislative Analyst's Office, March 18, 2015
2. Airbnb, Rising Rent, and the Housing Crisis in Los Angeles, Samaan, Roy, Laane, March 2015
3. Airbnb in the City, New York State Office of the Attorney General, October 2014
4. Vacation Home Rentals: Issues, Emerging Trends and Best Practices, Colorado Association of Ski Towns Study, June 2015

C. Reports

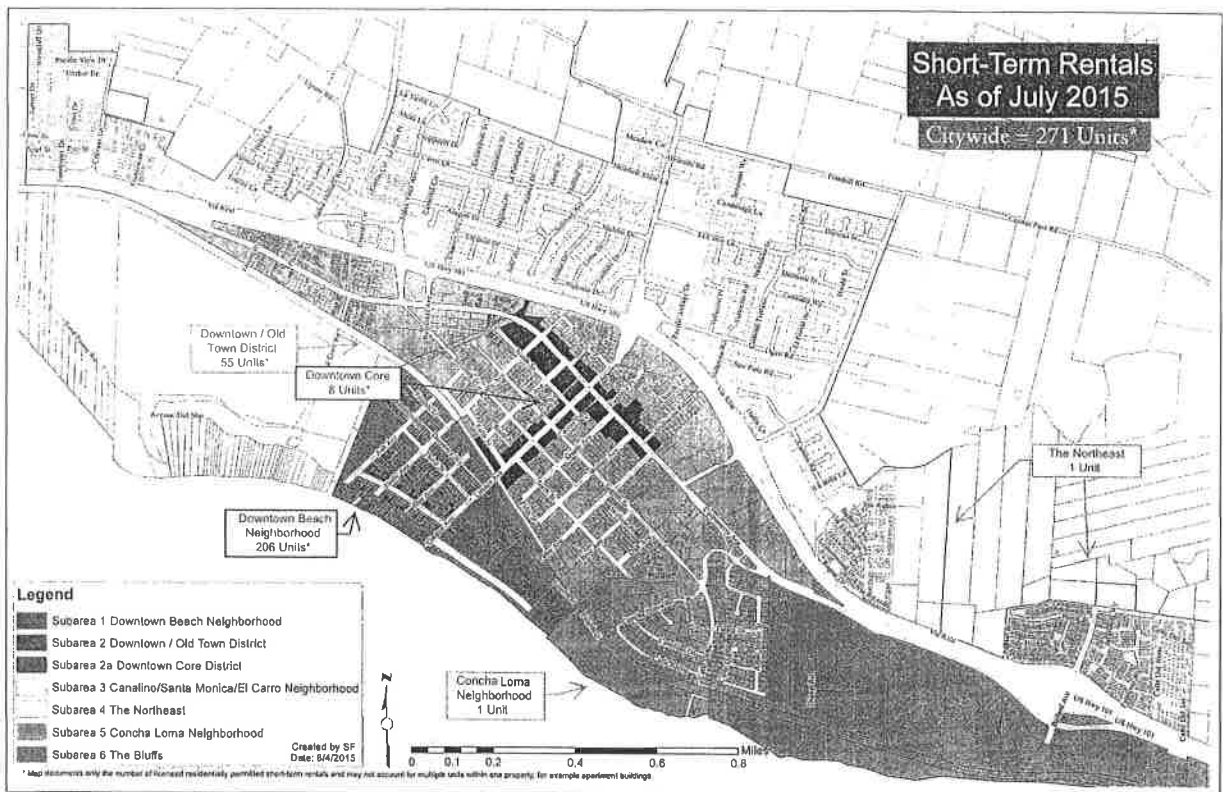
1. City of Santa Barbara
2. City of Goleta
3. City of Santa Monica
4. City of San Diego

D. Ordinances

1. City of Goleta
2. City of Seal Beach
3. City of Laguna Beach
4. City of Santa Monica
5. City/County of San Francisco

ATTACHMENT 2

Map of Licensed STRs in Carpinteria by Area (as of May 2015)



ATTACHMENT 3

Comparative Analysis of Short-Term Residential Mental Regulations

ATTACHMENT 4

Letter, Housing Authority of the City of Santa Barbara, dated May 21, 2015



HOUSING

AUTHORITY OF THE
CITY OF SANTA BARBARA

808 Laguna Street / Santa Barbara
California / 93101

Tel (805) 965-1071
Fax (805) 564-7041

May 21, 2015

The Honorable Mayor Helene Schneider
and Members of the City Council
City of Santa Barbara
City Hall, De La Guerra Plaza
Santa Barbara, CA 93101

RE: SHORT TERM VACATION RENTALS

Dear Mayor Schneider and Members of the City Council:

On May 6, 2015, the Housing Authority Commission received and discussed information on the negative impacts short term vacation rentals have on Santa Barbara's already constrained and difficult housing market. Short term vacation rentals are defined as dwelling units rented for transient use of 30 consecutive days or less. Essentially, we are seeing transient occupancy (hotel type) rentals being done at the residential unit level; which, in almost all cases, is a violation of local zoning ordinances and building codes.

As you well know, creating and sustaining affordable housing for low and middle income persons and families remains one of our community's biggest challenges. The recent 2015 UCSB Economic Forecast Project shows the South Coast rental housing market having a vacancy rate of less than 1%. The study goes on to state "A tenant would need to earn over \$57,566 per year (or \$28.28/hr.) to qualify to rent the average Santa Barbara South Coast apartment" and "\$72,617 per year (or \$36.31/hr.) would be required to qualify for the average two bedroom apartment rent." Those salaries are much higher than what a large percentage of the Santa Barbara workforce earn, particularly those in the visitor-serving sector.

The Housing Authority Commission has concluded that the proliferation of short term vacation rentals exacerbates the existing tight rental housing market in Santa Barbara. That is because we are witnessing the wholesale removal of entire units (apartments, condos and single family homes) for the purpose of using them as short term vacation rentals. The owners of these dwellings (and/or their management companies and in some cases leasehold interests) are doing the math and realizing that nightly and weekly rentals can deliver much more revenue than a month to month rental. While some might argue that such is their right in a free market economy, short term vacation rentals violate current, well-established zoning restrictions and result in the loss of critical housing inventory—inventory that was built to house the local workforce and residents who are in need of housing.

Short term vacation rentals, when coupled with our community's extremely low vacancy rate, have caused many of the hard working, low-income families, seniors and disabled individuals we serve to be unable to locate a unit to rent under the Housing Authority's Section 8 Housing Choice Voucher (HCV) program. Over the last 12 months, the Authority's success rate for its Voucher holders (the ability of a Voucher holder to locate and lease an apartment before their Voucher expires) has dropped from 90% to 60%. In addition, the cost of the program continues to rise due to the ever increasing rents we are witnessing due to the limited supply.

Planning and economic development professionals have long acknowledged that housing vacancy rates of less than 5% constitute an unhealthy housing market for a given community as it fosters over-crowding, substandard housing and pushes rents beyond the reach of middle-income workers; to say nothing of the low-income workers, seniors and disabled households on fixed incomes that the Housing Authority was created to serve.

A recent report by the California Housing Partnership shows that the annual median rent in California has risen by 21% since 2000, while median income for renter households has fallen by 8%. This harsh reality has many communities and affordable housing providers questioning the wisdom of allowing short term vacation rentals which further reduce housing supply. It is clear from various studies that short term rentals are illegal under most local zoning ordinances (including Santa Barbara's) and that they negatively impact available housing—housing whose creation and purpose is to house local residents.

The City's 2015 Housing Element Update states "*the City of Santa Barbara considers short-term vacation rentals to be a commercial use and permits them with a change of use permit in any zone that allows hotel use. Although hotels are only allowed in limited zones, vacation rentals in Santa Barbara have become common in most zones, especially residential zones. The use of residential units as short-term vacation rentals and/or only occupied as second homes poses a housing challenge to the City because these uses decrease available long-term housing opportunities for local residents as well as contribute to the increase in housing costs.*"

Two documents which examine short term/vacation rentals and regulatory options are enclosed. The first, Exhibit A, is a White Paper commissioned by the National Association of Realtors entitled "Short-Term Rental Housing Restrictions". While this "owner focused" White Paper favors allowing the use of housing as short term rentals in communities, it does a fair job of illuminating the negative impacts on available housing. Section 3.2.5 of the White Paper states: "*Short-term rentals can affect housing costs in a community. When property owners elect to rent their homes on a short-term basis rather than renting on a longer-term basis (e.g., by the season or by the year), they essentially squeeze the supply of housing, pushing up the demand, and subsequently, the cost of housing in the community.*"

The second document for your review, Exhibit B, is a recent report (March 2015) entitled "AirBnB, Rising Rent, and the Housing Crisis in Los Angeles". Beginning on page 16, the report details several issues with regard to short term rentals and highlights their negative impact on the housing market. The report describes the necessity of regulating firms such as AirBnB; including the requirement that these firms share rental information and data.

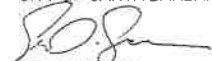
The Housing Authority has reviewed the regulatory schemes of a number of California cities that are trying to deal with the increased cost and reduced housing supply brought about by short term vacation rentals. Among those cities are Sonoma, St. Helena, San Francisco, Laguna Beach, and Santa Monica. We also provide for your review a copy of the City of Santa Monica's April 28, 2015 City Council Report and their adopted Ordinance. Santa Monica specifically makes short term vacation rentals unlawful under their zoning ordinances, but allows (1) home sharing, and (2) house swaps. Home sharing occurs where at least one of the primary owners/residents of a property lives on site throughout the short term stay of a visitor.

Home sharing and house-swaps have been around for decades, are relatively few in number and do not result in the removal of whole housing units from the market as short term vacation rentals generally do. Short term vacation rentals, as many studies show, increase the cost of an already expensive product—housing—whereas home sharing tends to spread good will for the community and allows a principal resident who needs some added income to earn some while hosting a guest. House swaps, where no money changes hands, allows local residents to take vacations they might not otherwise be able to afford. More importantly, home sharing and house swaps do not reduce housing supply.

The Commission strongly hopes, and respectfully requests, that the Council give the issue of short term vacation rentals the very serious attention it deserves. Should you desire further input from the Housing Authority Commission or our staff on this subject, please do not hesitate to contact me. Thank you for allowing us to comment on this important issue.

Sincerely,

HOUSING AUTHORITY OF THE
CITY OF SANTA BARBARA


GEOFF GREEN
Chair

cc: Housing Authority Commission
Rob Pearson, Executive Director
Paul Casey, City Administrator
Ariel Calonne, City Attorney
George Buell, Community Development Director



City of Carpinteria

COUNCIL AGENDA STAFF REPORT November 23, 2015

ITEM FOR COUNCIL CONSIDERATION

Merger of the Downtown "T" Business Advisory Board and Carpinteria First Committee

STAFF RECOMMENDATION

Action Item X ; Non-Action Item

Approve the merger of the Downtown "T" Business Advisory Board and the Carpinteria First Committee and adopt Resolution No. 5631, making two appointments to the Carpinteria First Committee.

Motion: I move to approve the merger of the Downtown "T" Business Advisory Board and the Carpinteria First Committee and adopt Resolution No. 5631, as read by title, making two appointments to the Carpinteria First Committee.

BACKGROUND

The Parking and Business Improvement Advisory Board (PBIAAB) was formed in 1990 in order to comply with a change in State law that required the appointment of an advisory board to make recommendations to the City Council on the use of the Business Improvement District funds collected through assessments. The Carpinteria Parking and Business Improvement Area District was formed in 1986; operating continuously since that time.

In 1992 representatives of the City of Carpinteria and the Carpinteria Valley Chamber of Commerce met with a consultant hired by the City to facilitate the process of formulating and developing a Community Marketing Plan. The initial Marketing Plan Committee was made up of the five Council-appointed members of the PBIAAB, which is now known as the Downtown "T" Business Advisory Board (DTBAB), and four representatives of the Carpinteria Valley Chamber of Commerce. Implementation of the Plan through the formation of sub-committees was designated as "Project Carpinteria."

On October 8, 2007, the City Council approved separating the Project Carpinteria Committee from the PBIAAB and revised and expanded the committee to include

additional community representatives and to address community wide promotion and economic vitality efforts. In February 2009, the City Council approved a series of initiatives in response to the economic recession that led to the approval later in the year of an enhanced budget for community promotion and economic vitality projects/programs, renaming of the Project Carpinteria Committee to Carpinteria First, and expanding membership from five to nine members.

As the economic recovery has progressed, the Carpinteria First Committee membership has declined and although the City has made numerous recruitment efforts, it remains a challenge to maintain complete membership. On February 23, 2015, the City Council reduced the Carpinteria First Committee size from nine to seven members and changed the corresponding at-large and Chamber representatives from four to three in order to make it easier to obtain a quorum.

DISCUSSION

The effect of the proposed merger would be to reduce redundancy in promotion work, reduce volunteer fatigue, and increase efficiency in use of public resources. The seven-member Committee would conduct general community promotion activities as the Carpinteria First Committee, e.g. coordinating First Friday events. Those five members serving as the DTBAB in support of the Business Improvement District would conduct the business of the District. The DTBAB meetings will directly follow the Carpinteria First Committee meetings and be separately noticed. The Carpinteria First Committee approved the merger on October 8, 2015 and the DTBAB did the same on November 5, 2015.

Because Carpinteria First and DTBAB currently have three members in common, only two DTBAB members (Roxanne Barbieri and Robyn Daniels) would become new Carpinteria First members, pending Council appointment. This leaves one current vacancy on the merged Carpinteria First Committee / DTBAB Board. Staff will continue to conduct recruitment efforts for this vacancy.

After the merger, the five DTBAB members would continue to operate the Assessment District and vote on all DTBAB matters. The remaining two members of the merged Carpinteria First would be non-voting members on DTBAB issues. The merged group as a whole (Carpinteria First) would focus on citywide economic vitality efforts.

Below is a more detailed explanation of the existing and proposed membership composition, responsibilities, meeting schedule, and funding for each group once merged:

A. Downtown “T” Business Advisory Board (DTBAB)

Boardmember Composition/Qualifications

As established by Resolution No. 1882, the composition of the Downtown “T” Business Advisory Board consists of a total of five members. Three of the members must represent businesses paying assessment fees in Assessment District No. 4. The remaining two members, while preferably business-related and representative of the Assessment District, may be any qualified persons as determined by the Council. In this regard, the DTBAB membership composition and qualifications will remain the same.

Board Responsibilities

In compliance with local and State regulations, the DTBAB makes recommendations to the City Council concerning the use of revenues collected via Assessment District No. 4 for general promotion of business activities, economic growth and stability in the District, and general maintenance issues within the Downtown “T”. The Board prepares and presents an Annual Report to the City Council that addresses all matters related to the Assessment District, including the methods and basis of levying the assessments and recommendations on use of funds collected by the District. Under the proposed merger, the DTBAB would continue to perform these Assessment District duties. There are no proposed changes to DTBAB responsibilities.

Meeting Schedule

The DTBAB meets on the first Thursday of every other month at City Hall. The DTBAB meeting schedule will likely remain the same; however, the merged group (Carpinteria First) will likely meet twice monthly in order to accomplish First Friday events. The Carpinteria First schedule may change in the future as the coordination of monthly events becomes more streamlined.

Funding

The revenues and expenses for operation of Assessment District No. 4 activities are accounted for in the City’s PBIA Fund. All assessment revenues are expended within the District. The DTBAB and Carpinteria First finances will continue to be maintained separately. There are no proposed changes to the funding setup or budget of the PBIA Fund.

B. Carpinteria First Committee

Committee Composition/Qualifications

The Carpinteria First Committee is currently comprised of seven members. Three of the members must represent the Carpinteria Valley Chamber of Commerce and be appointed by the Chamber, three of the members are at-large, and the remaining member must be a representative of the DTBAB and concurrently serve as a member on DTBAB. The existing Carpinteria First membership composition and qualifications will remain the same.

Committee Responsibilities

The Carpinteria First Committee was originally setup to implement the 1993 Marketing Plan which served to promote the local economy while keeping Carpinteria a “a quiet, friendly, small town.” The Committee was tasked with supporting and organizing activities and events that would enhance the feeling of Carpinteria as a welcome and friendly place for tourists to visit and that would make residents more aware and proud of the qualities and benefits that make the community so special. Additionally, the Committee has taken on the responsibility of assisting the City in economic vitality efforts. The merged group as a whole would continue to focus on citywide projects that would be funded separately from DTBAB. There are no proposed changes to the Carpinteria First Committee responsibilities.

Meeting Schedule

Recently, Carpinteria First has been meeting twice a month on the first and third Thursday of each month at City Hall. For the time being, the combined group will carry the same schedule until the coordination of monthly events becomes more streamlined and, thereafter, may be able to meet less frequently in the future.

Funding

All expenses for marketing/promotion activities related to Carpinteria First are incurred through the General Fund. DTBAB and Carpinteria First finances will continue to be separate. There are no proposed changes to the Carpinteria First budget.

POLICY CONSISTENCY

The merger of the Downtown “T” Business Advisory Board and Carpinteria First Committee is compliant with California State Law and the Streets and Highways Code Sections 36500-36504. The City is proposing no changes to the membership composition, responsibilities, and funding for each group. The funding for each group will continue to remain accounted for separately, compliant with State Law.

FINANCIAL CONSIDERATIONS

There will be no effect on the General Fund or PBIA Fund with the proposed merger of the Downtown "T" Business Advisory Board and the Carpinteria First Committee. Both groups, once merged, will continue to have separate funding sources. When preparing the FY 2016-2017 City Budget, the Department of Public Works will allocate some of the Management Analyst's staff time to the Economic Vitality program due to the shift in internal workload. This may cause a slight increase in the budgeted salary transfer from either the Gas Tax Fund or Right-of-Way Fund to the General Fund.

LEGAL

Since the City is not proposing any changes in the membership composition, responsibilities, and funding setup for each group, there will be no legal issues pertaining to this item.

OPTIONS

The City Council could choose not to merge the Downtown "T" Business Advisory Board and the Carpinteria First Committee nor make the recommended appointments to the Carpinteria First Committee and provide further direction to staff.

PRINCIPAL PARTIES EXPECTED AT MEETING

There are no principal parties expected at the meeting.

ATTACHMENTS

Attachment A: Resolution No. 5631

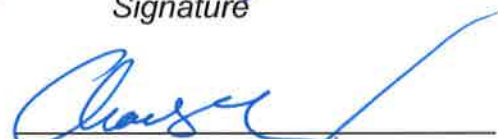
Staff contact:

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 Durlinger, City Manager


Signature

ATTACHMENT A

Resolution No. 5631

RESOLUTION NO. 5631

A RESOLUTION OF THE CARPINTERIA CITY COUNCIL
MAKING APPOINTMENT TO FILL TWO EXISTING
VACANCIES ON THE CARPINTERIA FIRST COMMITTEE

WHEREAS, three vacancies exist on the Carpinteria First Committee; and

WHEREAS, said vacancies have been duly noticed and advertised as required and all interested persons have been invited to submit an application for consideration for appointment to fill said vacancies; and

WHEREAS, the Mayor has recommended that certain persons be appointed to fill said vacancies.

NOW, THEREFORE, THE CARPINTERIA CITY COUNCIL HEREBY RESOLVES that the following appointments are approved and confirmed effective immediately for the two year term ending January 31, 2017:

CARPINTERIA FIRST COMMITTEE

Roxanne Barbieri

Robyn Daniels

RESOLVED FURTHER THAT any appointed committee member who fails to attend two consecutive regular meetings of the Committee without excuse acceptable to the City Council may be deemed by the Council to have resigned from said Committee and the position declared vacant.

PASSED, APPROVED AND ADOPTED this 23rd day of November, 2015 by the following called vote:

AYES: COUNCILMEMBER:

NOES: COUNCILMEMBER:

ABSENT: COUNCILMEMBER:

ABSTAIN: COUNCILMEMBER:

Mayor, City of Carpinteria

ATTEST:

City Clerk, City of Carpinteria

I hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of the City of Carpinteria held the 23rd day of November 2015.

City Clerk, City of Carpinteria

APPROVED AS TO FORM:

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



City of Carpinteria

COUNCIL AGENDA STAFF REPORT November 23, 2015

ITEM FOR COUNCIL CONSIDERATION

Linden Avenue and Casitas Pass Road Interchanges Project - Authorization to Execute a Freeway Maintenance Agreement with the California Department of Transportation

STAFF RECOMMENDATION

Action Item X ; Non-Action Item

Adopt a resolution authorizing the execution of a Freeway Maintenance Agreement with the State of California, Department of Transportation for the Linden Avenue and Casitas Pass Road Interchanges Project.

Motion: I move to adopt Resolution No. 5634, authorizing the execution of a Freeway Maintenance Agreement with the State of California, Department of Transportation for the Linden Avenue and Casitas Pass Road Interchanges Project.

BACKGROUND

The California Streets and Highways Code requires Caltrans to establish a formal understanding between the City and the State relating to the ownership and operation of planned traffic and circulation features of the freeway. The agreements required between Caltrans and the City of Carpinteria are: (1) a Freeway Agreement and (2) a Freeway Maintenance Agreement. The existing agreements need to be revised and executed due to the upcoming Linden Avenue and Casitas Pass Road Interchanges Project. In February 2013, the City Council adopted Resolution No. 5441, authorizing the execution of a Freeway Agreement with Caltrans.

The Freeway Agreement describes the rights of the State to: perform work within the State rights-of-way and on City rights-of-way near State rights-of-way, to acquire or dispose of additional rights-of-way to best facilitate the operation of State Highways, and to delineate the cost of changes to State or City facilities related to State improvements.

DISCUSSION

In addition to the Freeway Agreement, a Freeway Maintenance Agreement, contained in Attachment A of this report, assigns responsibilities for the freeway, local road freeway overcrossings and adjacent local roadways. The Freeway Maintenance Agreement may be updated, as necessary, at the request of Caltrans or the City. The purpose of this update is to reflect the newly constructed facilities associated with the Project.

The Freeway Maintenance Agreement is Exhibit A to Resolution No. 5634, that is in Attachment A of this Staff Report. The agreement is summarized below:

1. The proposed Freeway Maintenance Agreement supersedes all previous Freeway Maintenance Agreements.
2. The City will maintain City Facilities constructed by the State on City rights-of-way.
3. The State will maintain State Facilities constructed by the State on State rights-of-way.
4. The City and State will share maintenance responsibilities for certain facilities outlined in the Agreement.
5. The City and State agree to the cost to maintain their respective facilities.
6. The Agreement outlines maintenance responsibilities of the City and State regarding vehicular and pedestrian overcrossings, vehicular and pedestrian undercrossings, walls & columns, landscaping and bicycle paths/trails.

LEGAL

The City Attorney's office has reviewed the proposed Freeway Maintenance Agreement.

OPTIONS

The City Council could choose not to authorize execution of the Freeway Maintenance Agreement between the City and California Department of Transportation and/or direct staff to make revisions to the agreement.

PRINCIPAL PARTIES EXPECTED AT MEETING

There are no principal parties expected at the meeting.

ATTACHMENTS

Attachment A – Freeway Maintenance Agreement
Attachment B – Caltrans Email to File

Staff contact: Matt Maechler, P.E.
805-684-5405 x441, MattM@ci.carpinteria.ca.us



Signature

Reviewed by: Charles W. Ebeling, P.E., T.E.
805-684-5405 x402, CharlesE@ci.carpinteria.ca.us



Signature

Reviewed by: Dave Durflinger, City Manager



Signature

Attachment A
Freeway Maintenance Agreement

All AGREEMENTS - Instructions

1. Refer to Maintenance Agreements Manual to ensure a complete agreement is submitted
2. If templates are not modified beyond identified variables, approval by Headquarters (HQ) and Legal is not required in which case the "Attorney," signature block shall be removed.
3. Adding new language shall require review and approval by the HQ and Legal unit prior to forwarding to CITY/COUNTY for approval or execution of agreement.
 - 3.1. Modifications requested by local agencies shall be reviewed by HQ and Legal; do not allow locals to sign the document until all approvals have been verified.
4. Use Track Changes function to allow for easy reviewing by HQ and Legal.
5. Provide brief description of proposed agreement (what's changed?) in a memo or in the MA Coversheet
6. Determine if there are any overlapping agreements within the project limits. If there are, state whether the agreement is intended to supersede the old agreement. If attempting to supersede "portions" of the existing agreements either supersede the agreement in its entirety or include language that simply states the new agreement in not intended to supersede agreement #xyz.
7. Select appropriate party, i.e., CITY, COUNTY, etc., remove highlighting; only use language appropriate to the specific agreement, i.e., remove superfluous language where variable is indicated, remove all comments.
8. Required to be included with each agreement (where applicable); Exhibits, Encroachment Permits, previous agreements, project plans, as-built plans, Right of Way maps, etc.
 - 8.1. Provide any information needed to establish boundaries between adjoining agencies (County/city or city/city limits).
9. The District Coordinator should work with the appropriate program to ensure new language addresses the specific maintenance needs covered by the agreement.
10. Forward draft agreements to Statewide Maintenance Agreement (HQ) Coordinator for submittal to HQ Legal
 - 10.1. Expect minimum 10 working days to process for standard reviews
 - 10.1.1. Complex agreements require additional time
 - 10.1.2. Changes, rejections, questions will also add time
11. Legal will notify HQ Coordinator of needed changes, make requests for further information, and/or make comments.
 - 11.1. HQ Coordinator will email the reviewed document to District Coordinator
 - 11.1.1. District Coordinator will incorporate requested changes, answer requests and submit corrected/modified agreement back to HQ Coordinator for resubmittal to Legal.
 - 11.1.2. Legal will notify HQ Coordinator when agreement is acceptable and approvable
 - 11.1.3. Once Legal has signed the agreement, it is ready for signature by the Local agency
 - 11.1.4. District Coordinator will obtain local agency signatures and email copy of wet-signed document to HQ Coordinator for Records Retention number.
12. Remove "Draft" watermark on final when ready for signatures.

AGREEMENT FOR SHARING COST OF STATE HIGHWAY ELECTRICAL FACILITIES WITH CITY OF CARPINTERIA

THIS AGREEMENT is made effective this _____ day of _____, 20____, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE" and the CITY of CARPINTERIA, hereinafter referred to as "CITY" and collectively referred to as "PARTIES"

This Agreement shall supersede any previous Agreement and/or Amendments thereto for sharing State-incurred costs with the CITY.

The cost of operating and maintaining flashing-beacons traffic-signals, traffic-signal systems, safety-lighting, ~~and sign-lighting~~ now in place at the intersection of any State Highway Route and any CITY street/road shall be shared as shown in Exhibit "A".

NOW THEREFORE IT IS AGREED:

1. Basis for Billing:

~~1.1. It is agreed that monthly billings for flashing beacons, traffic signals, and traffic-signal systems shall be based on actual intersection costs, which are as follows:~~

~~1.1.1. Maintenance Labor, including overhead assessment, other expenses including, equipment, materials, and miscellaneous expenses~~

~~1.1.2. Electrical energy~~

~~1.2. It is agreed that monthly billings for safety lighting and sign lighting shall be based on calculated unit costs derived by averaging STATE's District wide costs each month. Costs are as follows:~~

~~1.2.1. Maintenance Labor, including overhead assessment, other expenses including, equipment, materials, and miscellaneous expenses~~

~~1.2.2. Electrical energy~~

1.3. It is agreed that monthly billings invoiced to CITY for STATE-owned and maintained electrical facilities identified in Exhibit "A" will be based on actual costs paid by STATE, when derived from utility company billings. STATE will bill CITY monthly in arrears for any CITY share of electrical facilities expenses shown in Exhibit "A".

2. Exhibit "A" will be amended, as necessary by written concurrence of both parties, to reflect changes to the system.

3. STATE costs and expenses assumed under the terms of this Agreement are conditioned upon the passage of the annual State of California Budget by the Legislature, the allocation of

funding by the California Transportation Commission as appropriate, and the encumbrance of funding to the District Office of STATE to pay the billings by CITY.

4. LEGAL RELATIONS AND RESPONSIBILITIES

- 4.1. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not PARTIES to this Agreement or to affect the legal liability of a PARTY to the Agreement by imposing any standard of care with respect to the operation and maintenance of STATE highways and local facilities different from the standard of care imposed by law.
- 4.2. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, under or in connection with any work, authority or jurisdiction conferred upon STATE arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless CITY and all of their officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.
- 4.3. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction conferred upon CITY and arising under this Agreement. It is understood and agreed that CITY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this Agreement.

5. PREVAILING WAGES:

- 5.1. Labor Code Compliance- If the work performed on this Project is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public work" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771. CITY must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. CITY agrees to include prevailing wage requirements in its contracts for public work. Work performed by CITY's own forces is exempt from the Labor Code's Prevailing Wage requirements.
- 5.2. Requirements in Subcontracts - CITY shall require its contractors to include prevailing wage requirements in all subcontracts funded by this Agreement when the work to be performed by the subcontractor is a "public work" as defined in Labor

Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in CITY contracts

6. INSURANCE - CITY and its contractors shall maintain in force, during the term of this agreement, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement.

OR

- 6.1. SELF-INSURED - CITY is self insured. CITY agrees to deliver evidence of self-insured coverage in a form satisfactory to STATE, along with a signed copy of the Agreement.
- 6.2. SELF-INSURED using Contractor - If the work performed under this Agreement is done by CITY contractor(s), CITY shall require its contractor(s) to maintain in force, during the term of this agreement, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE and shall be delivered to the STATE with a signed copy of this Agreement.
7. TERMINATION - This Agreement may be terminated by timely mutual written consent by PARTIES; by either party upon thirty (30) days' notice to the other party.
8. TERM OF AGREEMENT - This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated at any time upon mutual consent of the PARTIES or until terminated by STATE for cause.

PARTIES are empowered by Streets and Highways Code Section 114 and 130 to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

IN WITNESS WHEREOF, PARTIES hereto have set their hands and seals the day and year first above written.

THE CITY OF

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____
Mayor

MALCOLM DOUGHERTY
Director of Transportation

ATTEST:

By: _____
CITY Clerk

By: _____
Deputy District Director
Maintenance and Operations

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

RESOLUTION NO. _____

Resolution of the CITY of CARPINTERIA approving Agreement.

**FOR SHARING COST OF STATE HIGHWAY
ELECTRICAL FACILITIES WITH CITY OF CARPINTERIA**

WHEREAS, the State of California, through its Department of Transportation has presented an Agreement for Cost-Sharing of the State highway in the CITY of CARPINTERIA, effective as of _____, and to remain in effect remain in effect until amended or terminated.

WHEREAS, the CITY Council has heard/read said Agreement in full and is familiar with the contents thereof:

THEREFORE, be it resolved by the CITY Council of the CITY of CARPINTERIA, that said Agreement for Cost-Sharing of the STATE highway in the CITY is hereby approved and the _____ and the CITY clerk are directed to sign the same on behalf of said CITY

ADOPTED this _____ day of _____ 20____.

By _____

Attest:

By _____
CITY CLERK

I hereby certify that the foregoing resolution was duly and regularly passed by the CITY of CARPINTERIA of the COUNTY of SAN LUIS OBISPO, at a regular meeting thereof held _____, 20____.

By _____
CITY CLERK

EXHIBIT "A"
 TRAFFIC SIGNAL AND LIGHTING AGREEMENT
 Caltrans and CITY of CARPINTERIA
 Effective _____, 20____

BASIS OF COST DISTRIBUTION
State-Owned and Maintained
 Billed by the State

<u>Route and PM</u>	<u>E Number/ Pole No.</u>	<u>Location</u>	<u>Type of Facility</u>	<u>Cost Distribution</u>	
				<u>State</u>	<u>CITY</u>
101-1.62	0Z158 0Z159 0Z160 0Z162	101 ramps at Bailard	200 W HPS Lighting	50	50
101-2.57	E__2A	NB ramps at Via Real	Signal and Safety Lighting	33	67
101-2.63	E__2B	Via Real and Casitas Pass	Signals and Safety Lighting	0	100
101-2.64	E__2C	SB ramps at Casitas Pass	Signals and Safety Lighting	50	50
101-3.06	E__3A	SB off-ramp at Linden	Signals and Safety Lighting	33	67

Utility-Owned and Maintained
 Billed by the CITY

<u>Route and PM</u>	<u>Location</u>	<u>Type of Facility</u>	<u>Cost Distribution</u>	
			<u>State</u>	<u>City</u>

All AGREEMENTS - Instructions

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3. Adding new language shall require review and approval by the HQ and Legal unit prior to forwarding to CITY/COUNTY for approval or execution of agreement.
 - 3.1. Modifications requested by local agencies shall be reviewed by HQ and Legal; do not allow locals to sign the document until all approvals have been verified.
4. Use Track Changes function to allow for easy reviewing by HQ and Legal.
5. Provide brief description of proposed agreement (what's changed?) in a memo or in the MA Coversheet
6. Determine if there are any overlapping agreements within the project limits. If there are, state whether the agreement is intended to supersede the old agreement. If attempting to supersede "portions" of the existing agreements either supersede the agreement in its entirety or include language that simply states the new agreement in not intended to supersede agreement #xyz.
7. Select appropriate party, i.e., CITY, COUNTY, etc., remove highlighting; only use language appropriate to the specific agreement, i.e., remove superfluous language where variable is indicated, remove all comments.
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 - 11.1.4. District Coordinator will obtain local agency signatures and email copy of wet-signed document to HQ Coordinator for Records Retention number.
12. Remove "Draft" watermark on final when ready for signatures.

**FREEWAY MAINTENANCE AGREEMENT
WITH
CITY OF CARPINTERIA**

THIS AGREEMENT is made effective this _____ day of _____, 20__, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE" and the CITY of CARPINTERIA; hereinafter referred to as "CITY" and collectively referred to as "PARTIES".

SECTION I

RECITALS

1. WHEREAS, on February 13, 2013 a Freeway Agreement was executed between CITY and STATE, wherein the PARTIES consented to certain adjustments of the local street and road system required for the development of that portion of STATE Highway Route (SR) 101 within the jurisdictional limits of the CITY of Carpinteria as a freeway; and
2. WHEREAS, recent adjustments to said freeway have now been completed, or are nearing completion, and the PARTIES hereto mutually desire to clarify and revise the division of maintenance, as defined in section 27 of the California Streets and Highways Code, and their respective responsibilities as to separation structures and local CITY streets and roads, or portions thereof, and landscaped areas lying within or outside those modified freeway limits; and
3. WHEREAS, pursuant to Section 1 of the above February 13, 2013 Freeway Agreement, CITY has resumed or will resume control and maintenance over each of the affected relocated or reconstructed CITY streets, except for those portions adopted as a part of the freeway proper.

NOW THEREFORE IT IS AGREED:

SECTION II

AGREEMENT

4. CITY agrees to continue their control and maintenance of each of the affected relocated or reconstructed CITY streets and roads as shown on that plan map attached hereto, marked Exhibit A, and made a part hereof by this reference.
5. STATE agrees to continue control and maintenance of those portions adopted as a part of SR-101 Freeway proper as shown Exhibit A.

August 1, 2013
Tracking # 05-3-0005

6. The PARTIES agree to share the maintenance responsibilities on individual infrastructure items as provided in Exhibit C attached and made a part of this Agreement by reference, as long as it is not in conflict with the terms of this Agreement. In case of a conflict, the terms of this Agreement shall prevail.
7. If there is mutual agreement on the change in the maintenance duties between PARTIES, the PARTIES can revise Exhibit C by a mutual written execution of Exhibit A and C.
8. When another planned future improvement has been constructed and/or a minor revision has been effected within the limits of the freeway herein described which will affect the PARTIES' division of maintenance responsibility as described herein, STATE will provide a new dated and revised Exhibit A which will thereafter supersede the attached original Exhibit A and become part of this Agreement.
9. CITY and STATE agree to accept their then respective operational and maintenance responsibilities and related associated costs thereof in the event jurisdictional boundaries of the PARTIES should change and Exhibit A is amended to reflect those changes.
10. CITY must obtain the necessary Encroachment Permits from STATE's District 5 Encroachment Permit Office prior to entering STATE right of way to perform CITY maintenance responsibilities. This permit will be issued at no cost to CITY.
11. **VEHICULAR AND PEDESTRIAN OVERCROSSINGS** ^{*} (see Exhibits A & C)
 - 11.1. STATE will maintain, at STATE expense, the entire structure of any STATE constructed vehicular and pedestrian overcrossings of SR-101 below the deck surface except as hereinafter provided.
 - 11.2. CITY will maintain, at CITY expense, the deck and/or surfacing and structural drainage system (and shall perform such work as may be necessary to ensure an impervious and/or otherwise suitable surface) and all portions of the structure above the bridge deck, including, but without limitation, lighting installations, as well as all traffic service facilities (sidewalks, signs, pavement markings, bridge rails, etc.) that may be required for the benefit or control of traffic using that overcrossing.
 - 11.3. At such locations as shall be determined by STATE, screening shall be placed on STATE freeway overpasses on which pedestrians are allowed as directed by section 92.6 of the Streets and Highways Code. All screens installed under this program will be maintained by STATE, at STATE expense.

12. VEHICULAR AND PEDESTRIAN UNDERCROSSINGS ^{*} (see Exhibits A & C)

12.1. STATE will maintain the structure proper of all STATE-constructed vehicular and pedestrian undercrossings of STATE freeways while the roadway sections, including the traveled way, shoulders, curbs, sidewalks, wall surfaces (including eliminating graffiti), drainage installations, lighting installations and traffic service facilities that may be required for the benefit or control of traffic using that undercrossing will be maintained by CITY

12.2. CITY will request STATE's District Encroachment Permit Engineer to issue the necessary Encroachment Permit for any proposed change in minimum vertical clearances between the traveled way portion of the under roadway surface and the Structure that results from modifications to the under roadway (except when said modifications are made by STATE). If the planned modifications will result in a reduction in the minimum clearance within the traveled way, an estimate of the clearance reduction must be provided to STATE's Transportation Permit Engineer prior to starting work. Upon completion of that work, a clearance diagram will be furnished to STATE's Transportation Permit Engineer that shows revised minimum clearances for all affected movements of traffic, both at the edges of the traveled way and at points of minimum clearance within the traveled way.

13. **WALLS AND COLUMNS** – Responsibility for debris removal, cleaning, and painting to keep CITY's side of any wall structure or column free of debris, dirt, and graffiti shall not lie with STATE.

14. **LANDSCAPED AREAS ADJACENT TO CROSSING STRUCTURES** - Responsibility for the maintenance of any plantings or other types of roadside development lying outside of the fenced right of way area reserved for exclusive freeway use shall lie with CITY and not with STATE.

15. **INTERCHANGE OPERATON** - It is STATE's responsibility to provide efficient operation of freeway interchanges, including ramp connections to local streets and roads.

16. ELECTRICALLY OPERATED TRAFFIC CONTROL DEVICES

17. The cost of installation, operation, maintenance, repairs, replacement and energy costs of safety lighting, traffic signals or other necessary electrically operated traffic control devices placed at interchanges of SR-101 Freeway and CITY streets and roads and at ramp connections or SR-101 and CITY facilities shall be shared by the PARTIES as shown in Exhibit "B" which, by this reference, is made a part of this Agreement. ~~(Shared Cost Electrical Agreement can be entered into by the PARTIES as a part of this agreement itself~~

August 1, 2013
Tracking # 05-3-0005

~~instead of a separate agreement. Or a separate "Shared Cost Electrical Agreement" (see Exhibits B)~~
~~may be executed in the future allocating these costs between the PARTIES.~~

17.1. The said cost shall be paid by STATE and the CITY shall reimburse the STATE their agreed upon share.

~~17.2. The said cost shall be paid by CITY and the STATE shall reimburse the CITY their agreed upon share.~~

17.3. Timing of traffic signals, which shall be coordinated with CITY to the extent that no conflict is created with freeway operations, shall be the sole responsibility of STATE.

18. BICYCLE PATHS - **Except for bicycle paths constructed as permitted encroachments within STATE's right of way for which the permittee is solely responsible for all path improvements**, STATE will maintain, at STATE expense, all fences, guard railing, drainage facilities, slope and structural adequacy of any bicycle path located and constructed within STATE's right of way. CITY will maintain, at CITY expense, a safe facility for bicycle travel along the entire length of the path by providing sweeping and debris removal when necessary; and all signing and striping and pavement markings required for the direction and operation of that non-motorized facility.

19. LEGAL RELATIONS AND RESPONSIBILITIES

19.1. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not PARTIES to this Agreement or to affect the legal liability of a PARTY to the Agreement by imposing any standard of care with respect to the operation and maintenance of STATE highways and local facilities different from the standard of care imposed by law.

19.2. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, under or in connection with any work, authority or jurisdiction conferred upon STATE arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless CITY and all of their officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.

19.3. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by

August 1, 2013
Tracking # 05-3-0005

CITY under or in connection with any work, authority or jurisdiction conferred upon CITY and arising under this Agreement. It is understood and agreed that CITY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this Agreement.

20. PREVAILING WAGES:

20.1. Labor Code Compliance- If the work performed on this Project is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public work" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771. CITY must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. CITY agrees to include prevailing wage requirements in its contracts for public work. Work performed by CITY's own forces is exempt from the Labor Code's Prevailing Wage requirements.

20.2. Requirements in Subcontracts - CITY shall require its contractors to include prevailing wage requirements in all subcontracts funded by this Agreement when the work to be performed by the subcontractor is a "public work" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in CITY's contracts

21. INSURANCE - CITY and its contractors shall maintain in force, during the term of this agreement, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement.

-OR-

21.1. SELF-INSURED - CITY is self insured. CITY agrees to deliver evidence of self-insured coverage in a form satisfactory to STATE, along with a signed copy of the Agreement.

21.2. SELF-INSURED using Contractor - If the work performed under this Agreement is done by CITY's contractor(s), CITY shall require its contractor(s) to maintain in force, during the term of this agreement, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of \$1 million

**August 1, 2013
Tracking # 05-3-0005**

per occurrence and \$2 million in aggregate. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE and shall be delivered to the STATE with a signed copy of this Agreement.

22. **TERMINATION** - This Agreement may be terminated by timely mutual written consent by PARTIES, and CITY's failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by STATE.
23. **TERM OF AGREEMENT** - This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated at any time upon mutual consent of the PARTIES or until terminated by STATE for cause.

05-SB-101-2.2 / 3.3
05-4482U_
LINDEN & CASITAS PASS
INTERCHANGES

IN SANTA BARBARA COUNTY IN THE
CITY OF CARPINTERIA FROM
CARPINTERIA CREEK BRIDGES TO
LINDEN AVE. O/C

August 1, 2013
Tracking # 05-3-0005

The PARTIES are empowered by Streets and Highways Code Section 114 & 130 to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

IN WITNESS WHEREOF, PARTIES hereto have set their hands and seals the day and year first above written.

THE CITY OF
CARPINTERIA

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____
GREGG CARTY
Mayor, City of Carpinteria

MALCOLM DOUGHERTY
Director of Transportation

ATTEST:

By: _____
FIDELA GARCIA
CITY Clerk

By: _____
SARA von SCHWIND
Deputy District Director
Maintenance & Operations
District 5

APPROVED AS TO FORM:

As to Form and Procedure:

By: _____
PETER BROWN, on behalf of
Brownstein Hyatt Farber Schreck, LLP
acting as City Attorney of the
City of Carpinteria

By: _____
Legal Division Attorney
California Department of Transportation

05-SB-101-2.2 / 3.3
05-4482U_
LINDEN & CASITAS PASS
INTERCHANGES

IN SANTA BARBARA COUNTY IN THE
CITY OF CARPINTERIA FROM
CARPINTERIA CREEK BRIDGES TO
LINDEN AVE. O/C

August 1, 2013
Tracking # 05-3-0005

EXHIBIT "A"

DELEGATION OF MAINTENANCE

(Plan map showing SR 101 Freeway proper and CITY road/facilities)

EXHIBIT "B"

**Basis of Cost Distribution for Operation, Maintenance & Electrical Energy of
ELECTRICAL FACILITIES**

A separate existing "Shared Cost Electrical Agreement" will be modified to include the new lighting & signalization.

EXHIBIT "C"

(Individual maintenance items that are not provided for in the body of the Agreement.)

**1. BICYCLE PATH THROUGH STATE RIGHT OF WAY UNDER
CARPINTERIA CREEK / U.S. 101 BRIDGE**

The Bicycle Path at Carpinteria Creek Bridge shall be constructed under encroachment and, as such, the CITY as **permittee** is solely responsible for all path improvements to include all fences, guard railing, lighting, drainage facilities, slope and structural adequacy of the bicycle path located and constructed within STATE's right of way. Further, the CITY shall maintain a safe facility for bicycle travel along the entire length of the path by providing sweeping and debris removal when necessary; and all lighting, signing, striping and pavement markings required for the direction and operation of that non-motorized facility.

2. The CASITAS PASS OVERHEAD MEDIAN PLANTER STRUCTURE –

- a) **MEDIAN PLANTER MAINTENANCE** - In addition to all maintenance responsibilities cited in section 11.3 of this Agreement, CITY agrees to maintain, at CITY expense, the Casitas Pass Overhead Median Planter structure, its irrigation and landscaping. CITY agrees to repair at CITY expense any damage to the bridge deck caused directly or indirectly by the installation of the planter structure such as anchorage secured into the deck to stabilize planters or spalling of the deck surface related to planter structure.
- b) **MEDIAN PLANTER REMOVAL** - If this planter structure is removed at some future date, CITY, at CITY expense shall remove the entire planter structure and perform all work as may be necessary to ensure an impervious and/or otherwise suitable surface above and below the bridge deck surface related to the planter structure's presence upon and anchorage to that bridge deck. Changing the striping plan on the deck, relocation of traffic detection loops, traffic signals, etc. as a result of planter structure removal shall require an encroachment permit from the STATE. CITY agrees, at CITY expense, to effect any and all such repairs that will result in an impervious and/or otherwise suitable bridge deck surface and a facility compliant to the current STATE standards (at the time such improvements are constructed) that may be required for the benefit or control of traffic using that overcrossing.

3. RETAINING WALLS "I" & "J" along Linden

Retaining Walls I & J shall become the responsibility of the CITY to own and maintain.

LEGEND



STATE MAINTAINED
RIGHT OF WAY



STATE MAINTAINED
ROADWAY



CITY MAINTAINED
RIGHT OF WAY



CITY MAINTAINED
ROADWAY



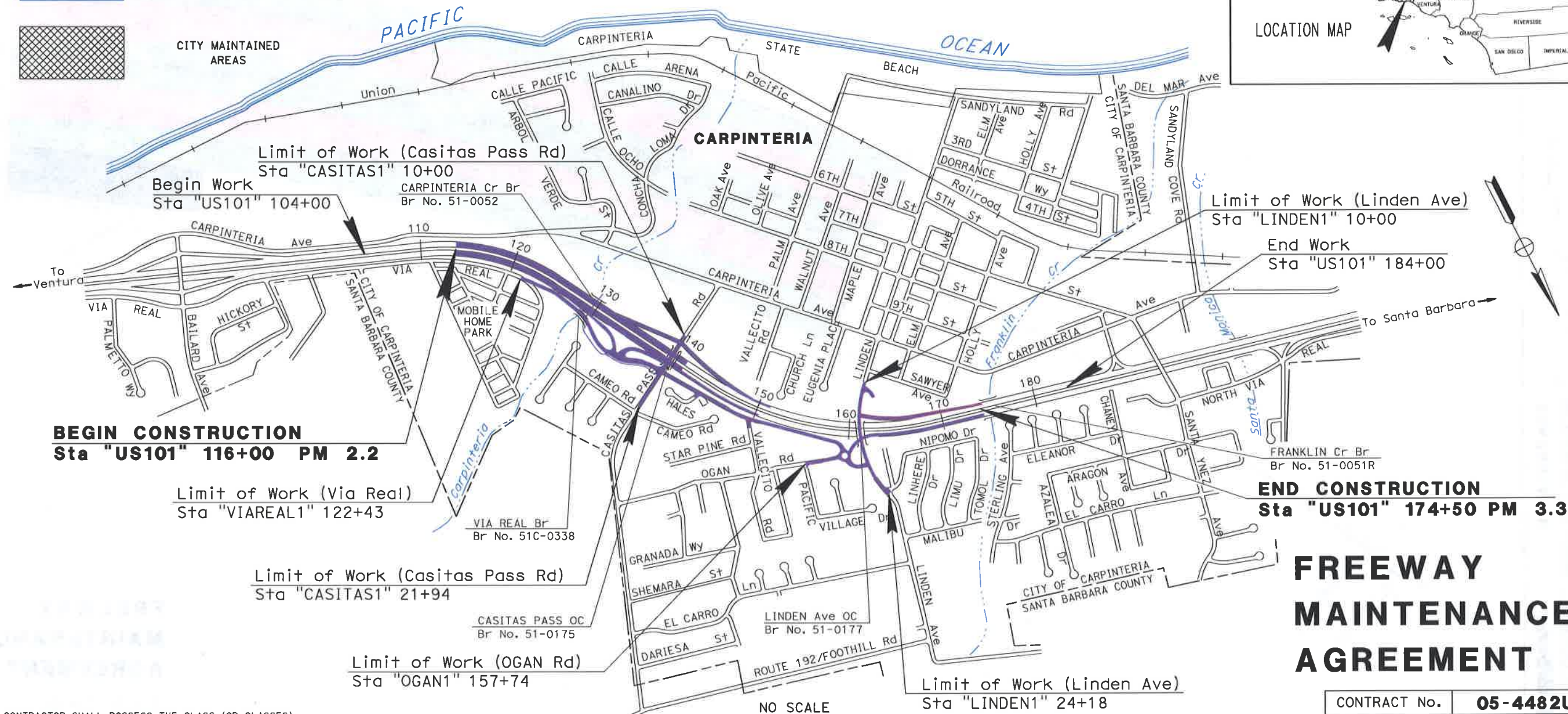
CITY MAINTAINED
AREAS

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

PROJECT PLANS FOR CONSTRUCTION ON STATE HIGHWAY IN SANTA BARBARA COUNTY IN CARPINTERIA FROM 0.2 MILE SOUTH OF CARPINTERIA CREEK BRIDGE TO 0.3 MILE NORTH OF LINDEN AVENUE OVERCROSSING

TO BE SUPPLEMENTED BY STANDARD PLANS DATED 2010

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
05	SB	101	2.2/3.3	1	7



BEGIN CONSTRUCTION
Sta "US101" 116+00 PM 2.2

END CONSTRUCTION
Sta "US101" 174+50 PM 3.3

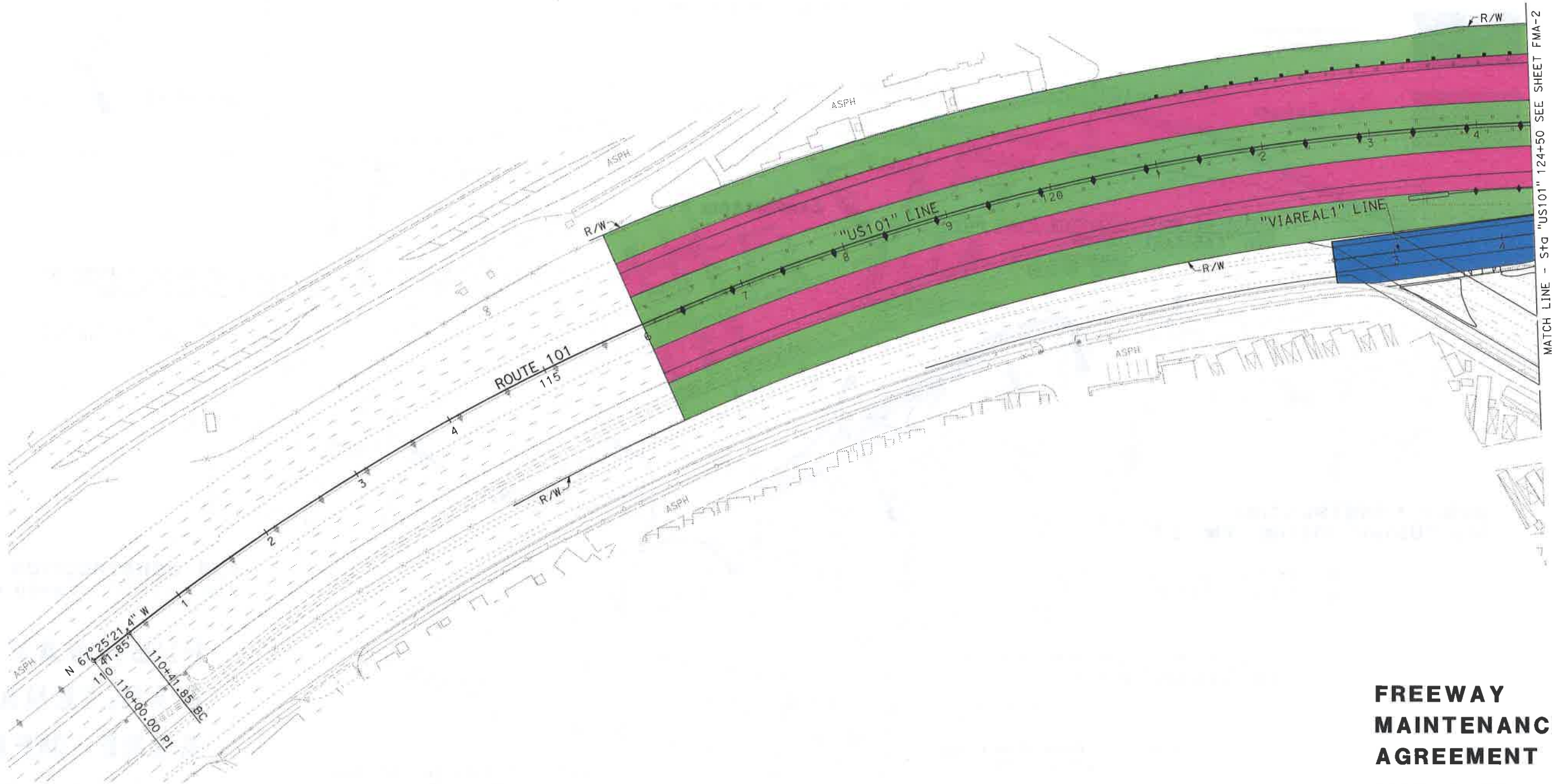
FREEWAY MAINTENANCE AGREEMENT

CONTRACT No.	05-4482U4
PROJECT ID	0500000543

THE CONTRACTOR SHALL POSSESS THE CLASS (OR CLASSES)
OF LICENSE AS SPECIFIED IN THE "NOTICE TO BIDDERS."

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION	FUNCTIONAL SUPERVISOR	CALCULATED- DESIGNED BY	REVISOR	DATE
Caltrans	MAINTENANCE	CHECKED BY	DATE	REVISOR

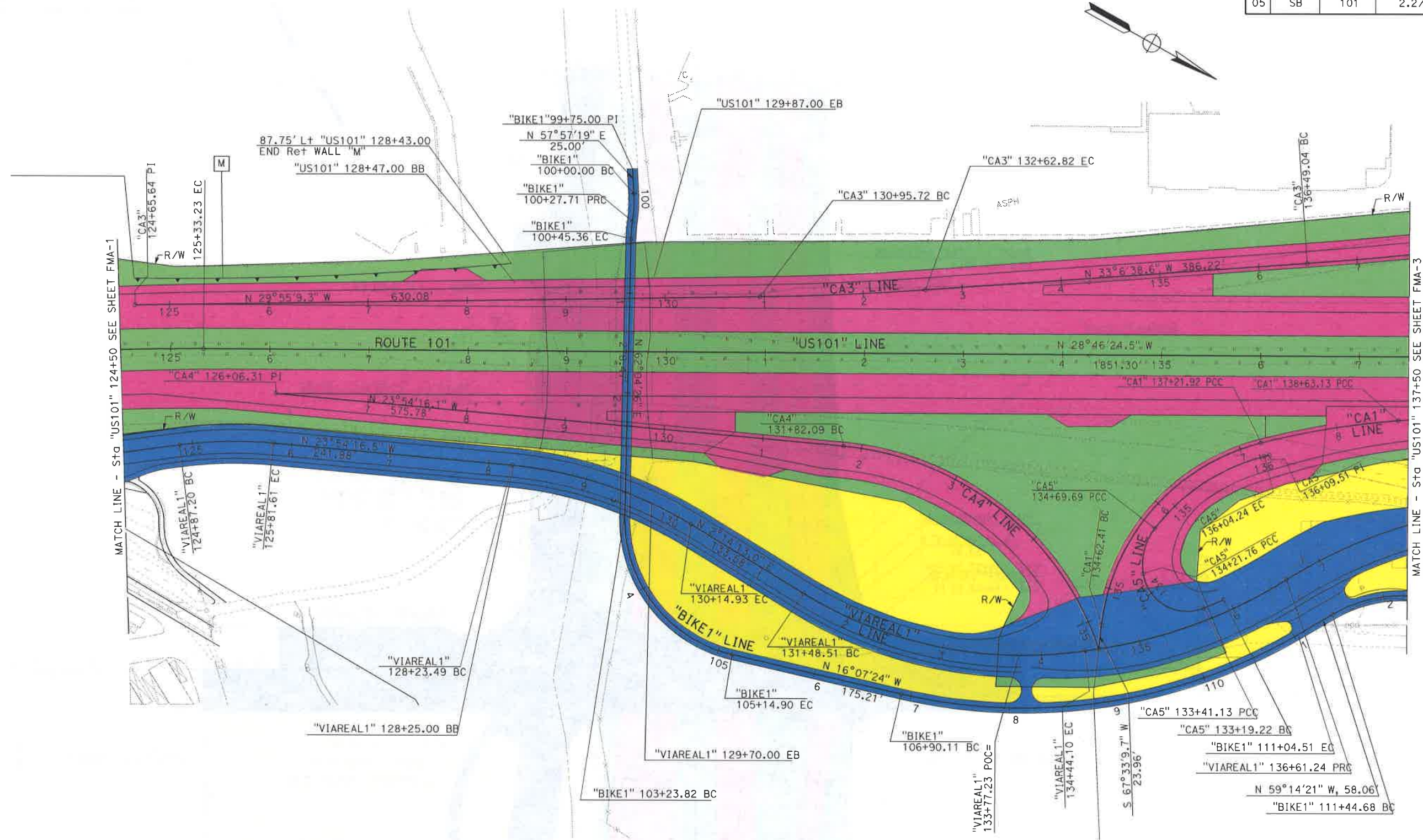
Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
05	SB	101	2.2/3.3	2	7



FREEWAY MAINTENANCE AGREEMENT

SCALE: 1" = 50' **FMA-1**

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
05	SB	101	2.2/3.3	3	7

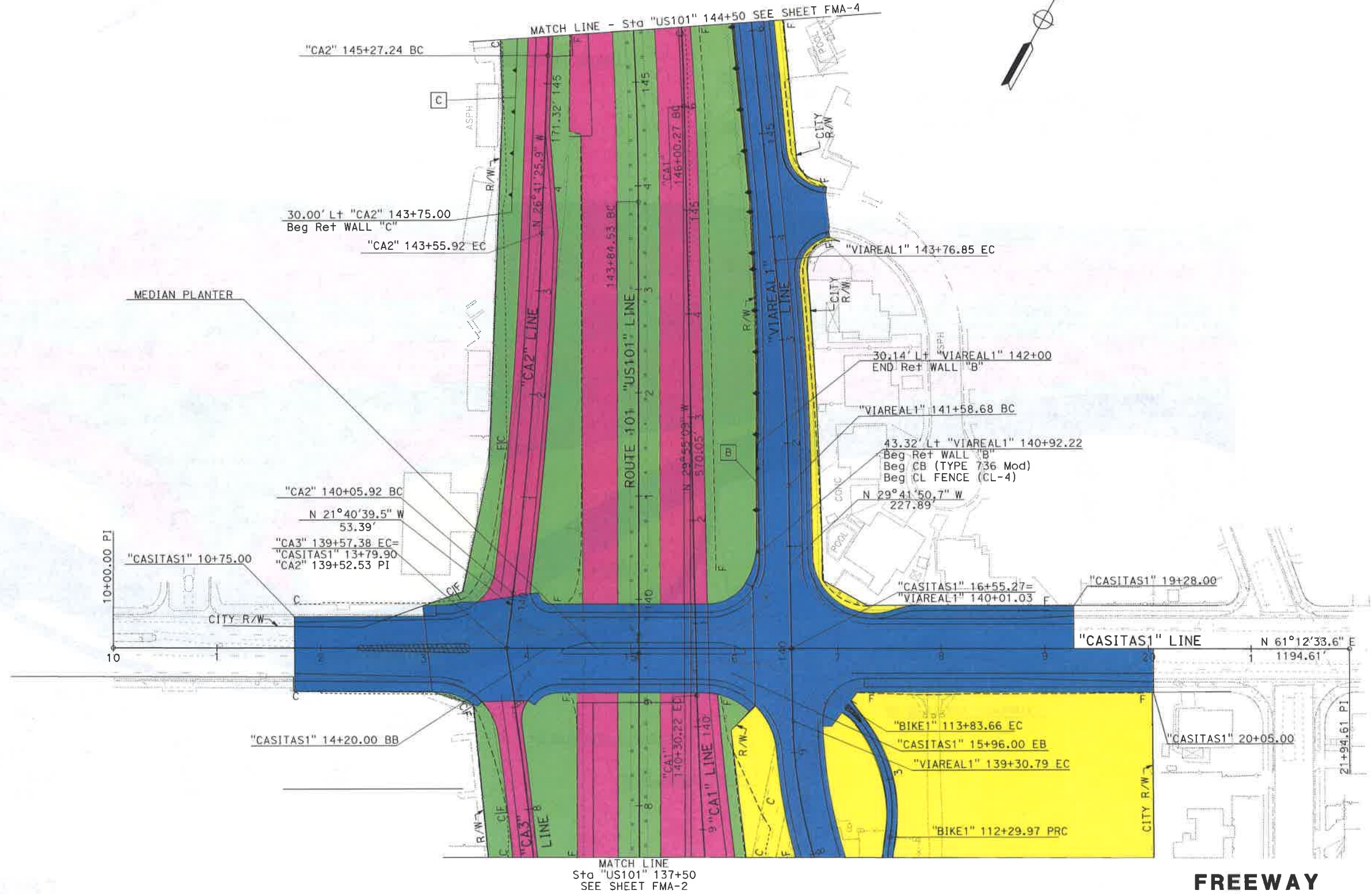


**FREEWAY
MAINTENANCE
AGREEMENT**

SCALE: 1" = 50'

FMA-2

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
05	SB	101	2.2/3.3	4	7



**FREEWAY
MAINTENANCE
AGREEMENT**

SCALE: 1" = 50' **FMA-3**

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION	FUNCTIONAL SUPERVISOR	CALCULATED- DESIGNED BY	REVISOR BY
MAINTENANCE		CHECKED BY	DATE REVISED

BORDER LAST REVISED 7/2/2010

USERNAME => s119651
DGN FILE => 4482U1Layout003.dgn

RELATIVE BORDER SCALE
15 IN INCHES



UNIT 1251

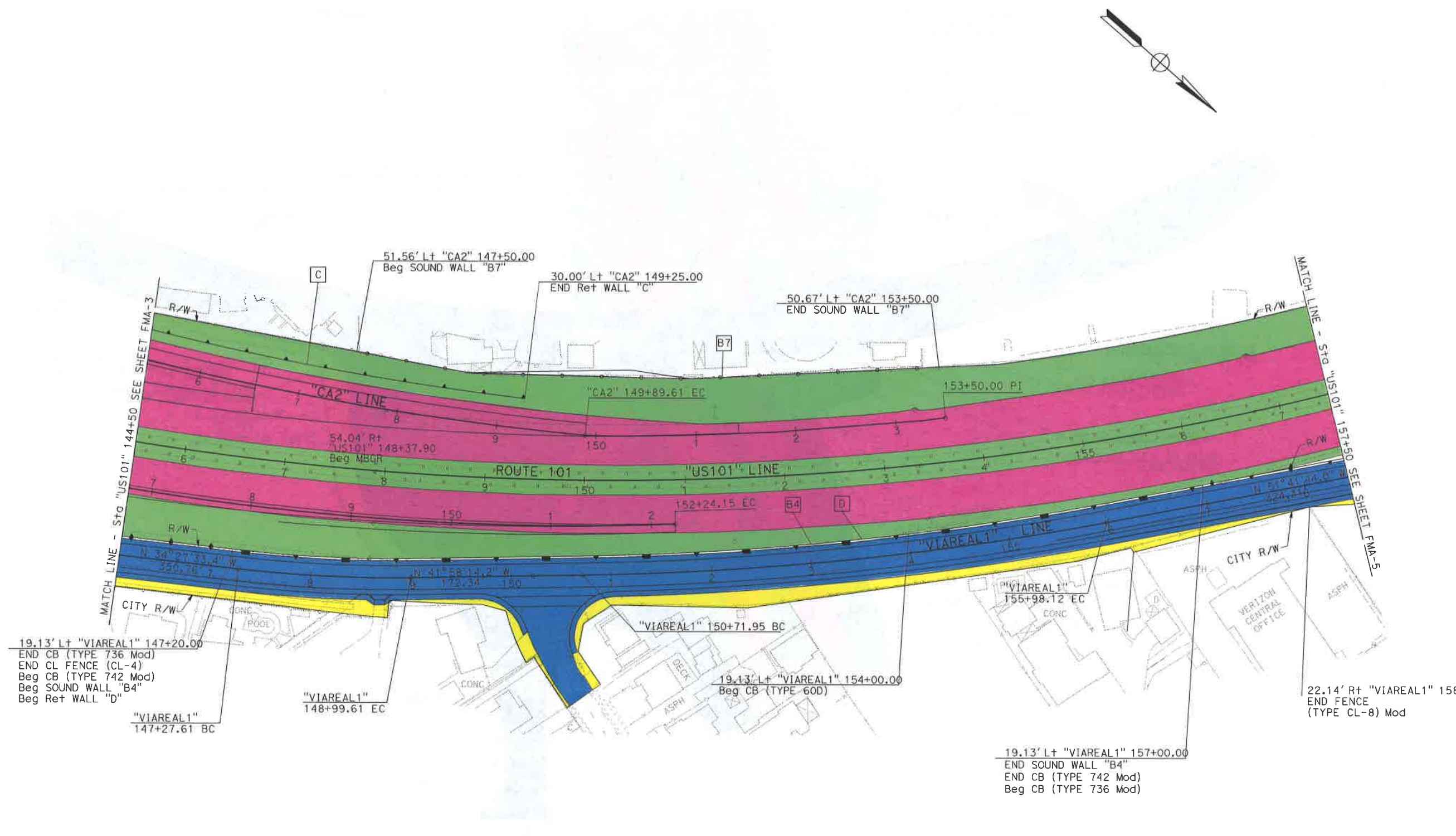
PROJECT NUMBER & PHASE

05000005431

DATE PLOTTED => 19-SEP-2013
TIME PLOTTED => 12:17

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
05	SB	101	2.2/3.3	5	7

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION	FUNCTIONAL SUPERVISOR	CALCULATED- DESIGNED BY	AMIR SAEDI	REVISOR BY	DATE
MAINTENANCE	CHECKED BY				

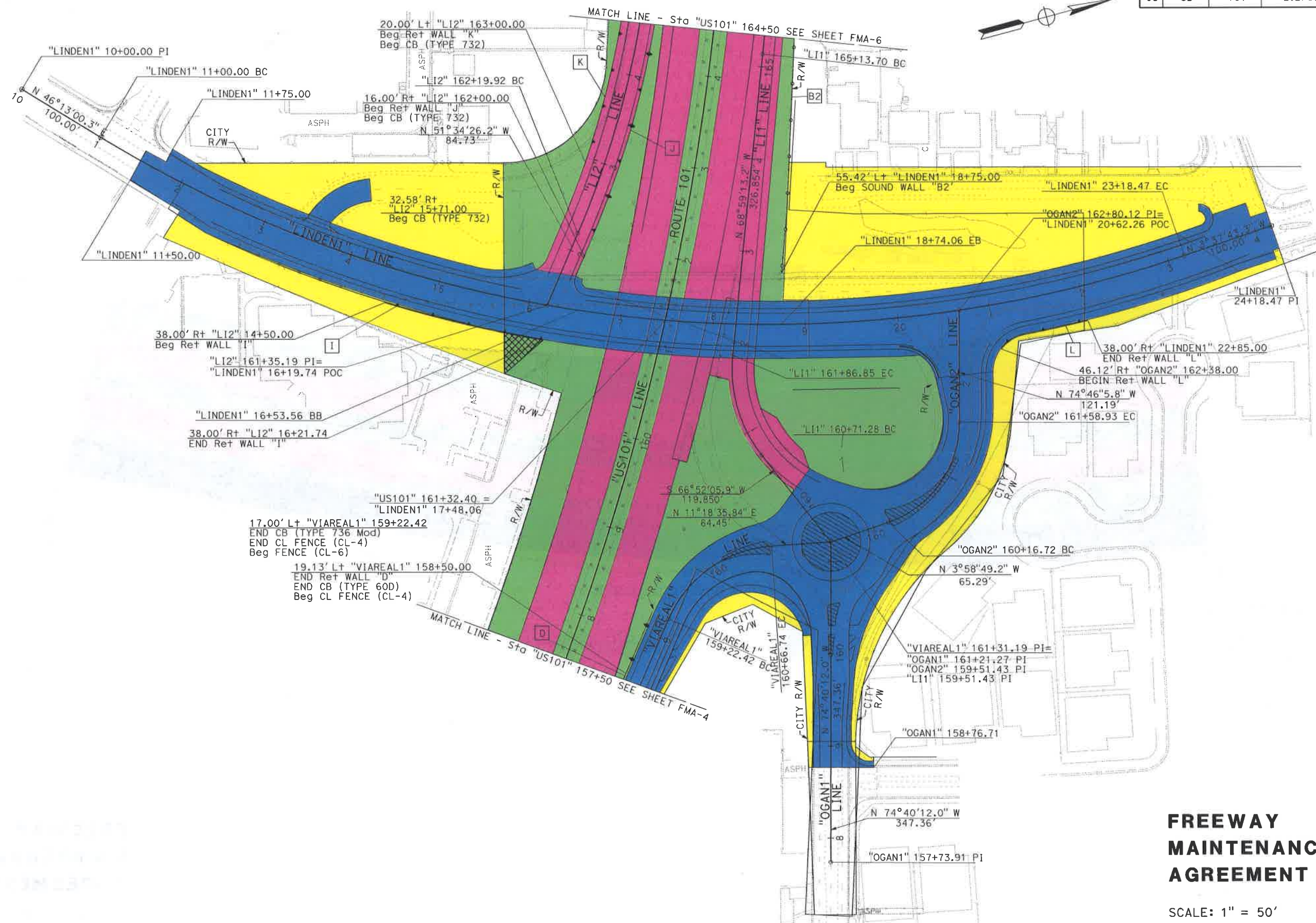


**FREEWAY
MAINTENANCE
AGREEMENT**

SCALE: 1" = 50' **FMA-4**

DATE PLOTTED => 18-SEP-2013
TIME PLOTTED => 13:14

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
05	SB	101	2.2/3.3	6	7



FREEWAY MAINTENANCE AGREEMENT

SCALE: 1" = 50'

FMA-5

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

St. Gobtrans® **MAINTENANCE**

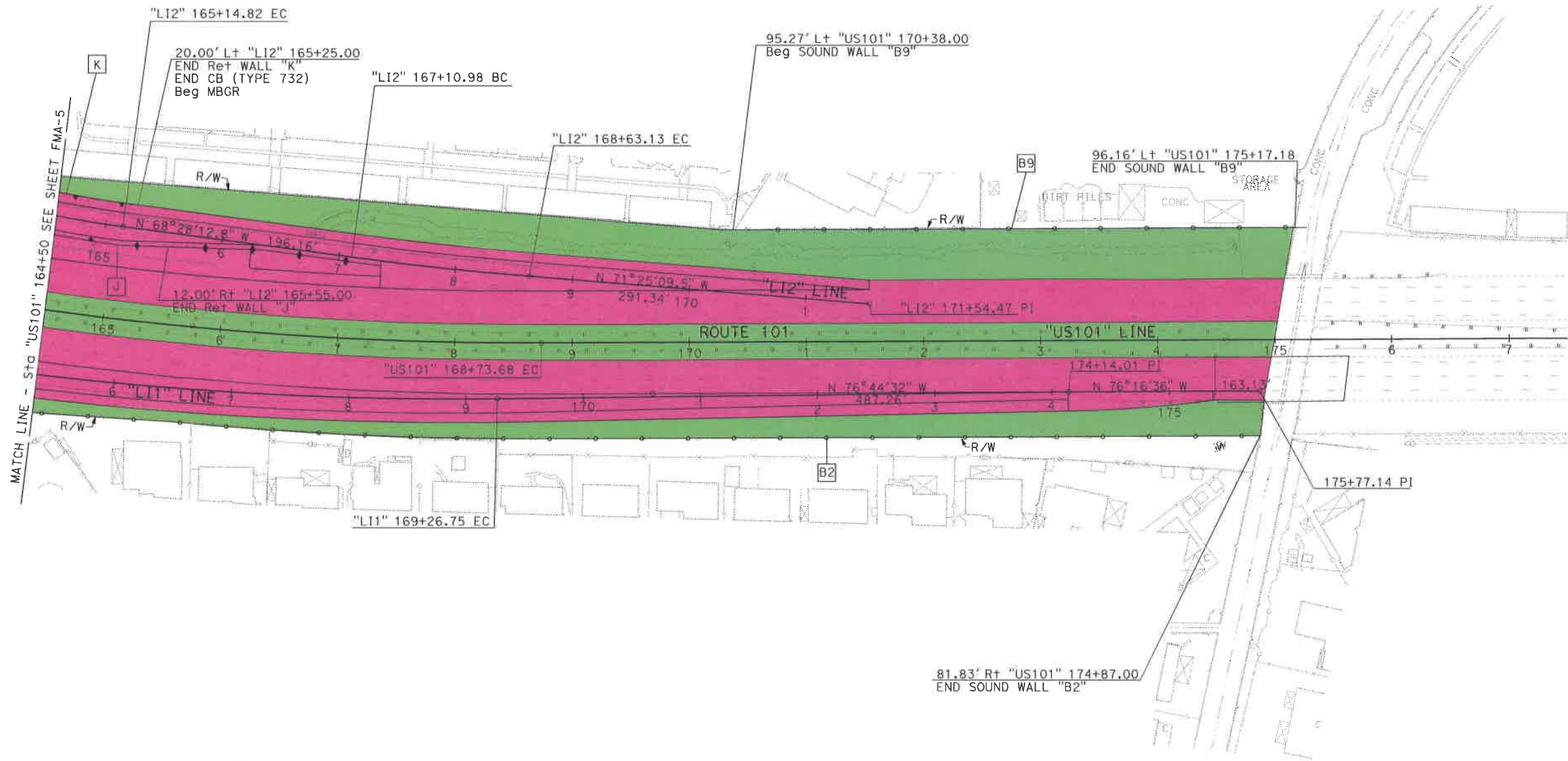
MAINTENANCE

FUNCTIONAL SUPERVISOR

CALCULATED- DESIGNED BY	CHECKED BY
----------------------------	------------

REVISED BY	DATE REVISED
------------	--------------

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS
05	SB	101	2.2/3.3	7	7



FREeway
MAINTENANCE
AGREEMENT

SCALE: 1" = 50' FMA-6

Attachment B
Caltrans Email to File

Matt Maechler

From: Beard, David@DOT [david.beard@dot.ca.gov]
Sent: Wednesday, November 04, 2015 9:48 AM
To: Matt Maechler
Cc: Charlie Ebeling
Subject: RE: City of Carpinteria, Freeway Maint. Agreement

Hi Matt,

Thanks for the opportunity to explain on the phone today. The State's position is that with proper interpretation of the clauses, and the protections built into the document as a whole, the Agreement can be approved with no text changes. My specific responses are in blue below.

Please share with the City attorney and let me know if the explanations below make sense.
Thank you,

David Beard, P.E., P.M.P. Project Manager Caltrans District 5, SLO (805) 549-3016

From: Matt Maechler [<mailto:MattM@ci.carpinteria.ca.us>]
Sent: Friday, October 30, 2015 1:59 PM
To: Beard, David@DOT
Cc: cebeling@ci.carpinteria.ca.us
Subject: City of Carpinteria, Freeway Maint. Agreement

Good afternoon David,

We are ready to take the freeway maintenance agreement to council for approval once the below highlighted changes are made to the agreement.

- Paragraph 8: When another planned future improvement has been constructed and/or a minor revision has been effected within the limits of the freeway herein described which will affect the PARTIES' division of maintenance responsibility as described herein, STATE will provide a new dated and revised Exhibit A, **to be approved by CITY**, which will thereafter supersede the attached original Exhibit A and become part of this Agreement.
 - Without this addition, the State can unilaterally amend the Agreement, including the maintenance obligations, without concurrence or approval by the City. The City could therefore be forced to take on maintenance obligations that it did not agree to or did not intend to take on.
 - My response: The language in this clause does not allow the State to unilaterally amend the Agreement, nor is that its purpose. The key phrase "State will provide..." is an offer to perform the service of re-drawing Exhibit A to suit a future revision of the Agreement, since the State has the electronic mapping and ability to do so.
 - Please review paragraph 23 which reads: "TERM OF AGREEMENT - This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated at any time upon mutual consent of the PARTIES or until terminated by STATE for cause." This is a general protection for the City ensuring that any changes to this Agreement have the City's consent.
- Paragraph 11.2: CITY will maintain, at CITY expense, the deck and/or surfacing and structural drainage system (and shall perform such work as may be necessary to ensure an impervious and/or otherwise suitable surface) and all portions of the structure above the bridge deck, including, but without limitation, lighting installations, as

well as all traffic service facilities (sidewalks, signs, pavement markings, bridge rails, etc.) that may be **reasonably** required for the benefit or control of traffic using that overcrossing.

- Without this language, the State can require the City to perform any work that it believes is for the benefit or control of traffic, even if such work is unreasonable and excessive.
- My response: This clause relates to the overcrossing only, and the edited phrase only refers to “traffic service facilities” that are part of this project and already well known to the City.
- The Agreement cannot be used to compel the City to perform any work; it is merely a division of responsibilities.
- As above, paragraph 23 provides for City’s consent to any changes to the Agreement.

Please feel free to contact me with any questions you may have. Thank you.

Matt Maechler, P.E.
Department of Public Works
City of Carpinteria
805.684.5405 Ext. 441
Mattm@ci.carpinteria.ca.us



City of Carpinteria

COUNCIL AGENDA STAFF REPORT November 23, 2015

ITEM FOR COUNCIL CONSIDERATION

Authorization and Award to West Coast Arborists, Inc. to Provide Tree Trimming and Tree Maintenance Services

STAFF RECOMMENDATION

Action Item X ; Non-Action Item

Find West Coast Arborists' bid to be responsive and authorize the Mayor to sign the five (5) year contract with West Coast Arborists, Inc., the lowest responsible bidder, subject to meeting all mandatory contract document requirements for providing tree trimming and tree maintenance services.

Motion: I move to find West Coast Arborists' bid to be responsive and authorize the Mayor to sign the contract with West Coast Arborists, Inc., the lowest responsible bidder, subject to meeting all mandatory contract document requirements for providing tree trimming and tree maintenance services.

BACKGROUND

The City of Carpinteria's Public Works Street Maintenance Program is responsible for maintaining the public road right-of-way. In addition to maintaining the public streets, the Street Maintenance Program oversees landscaping, street trees, traffic safety, and special events. Street maintenance services are performed by City staff and through contract services. Landscaping and tree maintenance services are typically arranged through long-term contracts.

The City has contracted West Coast Arborists, Inc. to provide arborist and tree maintenance services since July of 2001. On July 26, 2004, the City Council approved a ten year contract with West Coast Arborists to provide tree maintenance services for the City. At the time, the City suggested such a long-term contract with West Coast Arborists due to their crew personnel being productive, cost effective, and customer-oriented, in terms of their capability and professionalism in serving both City staff and the citizens of Carpinteria. Another noted benefit to the 10-year term was the fixed rates for the 10-year period.

The ten-year contract expired in July 2014 and on August 19, 2014, the City Manager approved a temporary extension of the contract through November 30, 2014. The City Council approved a secondary contract extension on November 10, 2014 which extended the contract through December 31, 2014. The purpose of the extensions was to continue with tree maintenance in preparation for the winter weather while staff prepared a request for proposal for tree maintenance services. Since then, the City has used the services of West Coast Arborist on an as-needed basis.

DISCUSSION

In order to ensure competitive pricing and fair purchasing practices, maintenance contracts like the one for tree maintenance services are generally put out to bid. The bidding process follows Carpinteria Municipal Code Chapter 3.32 and the contract is brought to the City Council for review and approval. On September 3, 2015, the Department of Public Works placed an ad in the Coastal View News soliciting a Request for Proposal (RFP) for tree trimming and tree maintenance services from qualified firms and mailed out the RFP to several local tree maintenance companies. Public Works opened the sealed RFPs on October 20, 2015 and received only one RFP from West Coast Arborists, Inc. The proposed contract with West Coast Arborists is for an initial term of five years, with three one-year extension periods at the option of the City.

POLICY CONSISTENCY

Approval of a contract for tree maintenance services is consistent with Carpinteria Municipal Code Chapter 3.32 (Bid Procedures) as well as Chapter 12.28 (Street Trees, Shrubs and Plants) which establishes rules and regulations relating to the planting, care, maintenance and removal of trees, shrubs and any other plantings in public areas, rights-of-way and easements, and relating to certain activities on private property.

FINANCIAL CONSIDERATIONS

The proposed contract with West Coast Arborists, Inc. is for \$364,049 for a five-year period. This price covers maintaining the City's entire street tree inventory. Typically within a fiscal year, West Coast Arborists provides tree maintenance on one-third of the City's entire street inventory, or covers tree maintenance on the City's entire street tree inventory within three years. Splitting the contract cost over the three year period to maintain the City's entire street tree inventory, gives a cost of approximately \$121,350 per fiscal year. Annual actual expenses for the West Coast Arborist contract have varied over the past couple of years from as low as \$80,000 to as high as \$150,000. The Department of Public Works has budgeted \$135,000 of Measure A funding on tree maintenance this current fiscal year which is well above the annual cost of the contract.

LEGAL

The City Attorney has reviewed the attached contract with West Coast Arborists.

OPTIONS

The City Council could choose not to authorize awarding the tree trimming and tree maintenance services contract to West Coast Arborists and give further direction to staff.

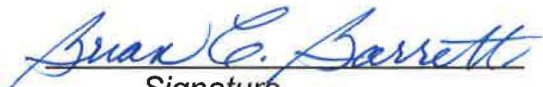
PRINCIPAL PARTIES EXPECTED AT MEETING

There are no principal parties expected at the meeting.

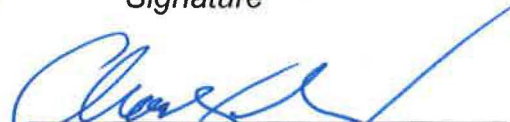
ATTACHMENTS

Attachment A: Bid Schedule from West Coast Arborists, Inc.
Attachment B: Five-Year Contract with West Coast Arborists, Inc.

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 Durlinger, City Manager


Signature

ATTACHMENT A
Bid Schedule from West Coast Arborists, Inc.

REQUIRED FORMS FOR SUBMITTAL

BID PRICE SHEET

For all services described below, unless excluded by the City in description of services below, the City shall consider unit prices below to include all labor, equipment, fees of any kind, overhead, insurance, fuel, materials, surcharges, disposal fees, and any other costs associated with and necessary for the Bidder to perform such service. No qualifications, exemptions, or alterations of services described below will be allowed. Failure to comply will result in disqualification of bid.

A. GENERAL SERVICES

Services	Unit Price	Estimated Units	Extended Price
1. Cost per Grid or Annual Tree Street/Park Tree Trimming	\$ 68.00	2,646 Grid trimmings*	\$ 179,928.00
2. Cost per Tree (Street/Park Tree, Off Grid Trimming) Regardless of tree diameter	\$ 125.00	441 Trees*	\$ 55,125.00
3. Cost per Chinese Elm - Pruned every 2 Years (Crown Reduction / Crown Restoration)	\$ 125.00	5 Chinese elms	\$ 625.00
4. Cost per Palm Tree Grid Trimming:		Total 472 Palm Tree Grid Trimmings	
Under 20' tall	\$ 68.00	122 under 20'	\$ 8,296.00
Over 20' tall	\$ 68.00	350 over 20'	\$ 23,800.00
5. Tree and Stump Removal: Cost per Tree (Tree and Stump Removal)		Total 16 Trees	
0" – 6"	\$ 200.00	2 Trees	\$ 400.00
7" – 12"	\$ 400.00	2 Trees	\$ 800.00
13" – 18"	\$ 600.00	4 Trees	\$ 2,400.00
19" – 24"	\$ 800.00	4 Trees	\$ 3,200.00
25" and over	\$ 1,200.00	4 Trees	\$ 4,800.00
6. Stump Removal		Total 18 Trees	
12" – 24"	\$ 240.00	6 Trees	\$ 1,440.00
25" – 36"	\$ 395.00	6 Trees	\$ 2,370.00
37" and over	\$ 495.00	6 Trees	\$ 2,970.00
A. SUB-TOTAL - GENERAL SERVICES			\$ 286,154.00

*Any grouping of seven (7) or more trees in close proximity to one another (an approximate 200 yard radius), shall be priced as grid trimmings even when off the regularly scheduled grid plan.

B. CREW RENTAL AND EMERGENCY SERVICES

Services		Unit Price	Estimated Units	Extended Price
Fully equipped crew as defined. Includes all manpower, equipment, tools, traffic control, disposal costs, and zero material markups.				
Straight Time				
1.	4 Man Crew with Equipment	\$ 272.00	50 hours	\$ 13,600.00
2.	3 Man Crew with Equipment	\$ 204.00	40 hours	\$ 8,160.00
3.	2 Man Crew with Equipment	\$ 136.00	10 hours	\$ 1,360.00
Overtime/Weekends/Emergency After Hour Call Out				
4.	4 Man Crew with Equipment	\$ 360.00	40 hours	\$ 14,400.00
5.	3 Man Crew with Equipment	\$ 270.00	20 Hours	\$ 5,400.00
6.	2 Man Crew with Equipment	\$ 180.00	10 Hours	\$ 1,800.00
B. SUB-TOTAL – CREW RENTAL & EMERGENCY SERVICES				\$ 44,720.00

C. OTHER COSTS

Services		Unit Price	Estimated Units	Extended Price
1.	Cost for Crown Reduction / Restoration per tree	\$275.00	50 Trees	\$ 13,750.00
2.	Palm Tree Skinning per linear foot	\$ 17.00	100 Feet	\$ 1,700.00
3.	Specialty Equipment - 30 Ton Crane per hour - 95 foot Aerial Tower per hour	\$125.00	28 hours	\$ 3,500.00
		\$125.00	42 hours	\$ 5,250.00
4.	Tree Planting and Installation Services (Price includes labor, equipment, root irrigation device and materials; assume tree to be provided by bidder to site; assume cost of tree billed separately) - 24" Inch Box each - 36" Inch Box each	\$250.00	8 London Plane trees – 24" Box	\$ 2,000.00
		\$800.00	2 London Plane trees – 36" Box	\$ 1,600.00
5.	Arborist Services & Report Writing per hour	\$125.00	8 hours	\$ 1,000.00
6.	Tree Watering per day (Assume 1 worker watering 8 hours)	\$500.00	5 days	\$ 2,500.00
7.	Special Request – Removal of Sprout or Sucker Growth (not as part of standard trim) on specific thoroughfares (cost per tree)	\$75.00	25 trees	\$ 1,875.00
C. SUB-TOTAL – OTHER COSTS				\$ 33,175.00
GRAND TOTAL (A+B+C)				\$ 364,049.00

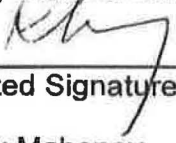
TOTAL ANNUAL AMOUNT OF BID (IN WORDS):

Three hundred sixty-four thousand, forty-nine dollars and zero cents.

Submission of bid and signature of representative of Contractor below shall bind Contractor to perform stated services at the Unit Prices specified for duration of the term of the awarded contract.

CONTRACTOR

West Coast Arborists, Inc.
Company Name of Bidder


Authorized Signature

Patrick Mahoney
Print Name

95-3250682
Social Security or Taxpayer ID Number

10/19/15
Date

President
Title

ATTACHMENT B
Five-Year Contract with West Coast Arborists, Inc.

AGREEMENT FOR TREE MAINTENANCE SERVICES

THIS AGREEMENT FOR TREE MAINTENANCE SERVICES (“**Agreement**”) is made and effective as of the 23rd day of November, 2015 by and between the City of Carpinteria, a municipal corporation (“**City**”), and West Coast Arborists, Inc. (“**Contractor**”) (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 contractor to carry out the services described herein; and
- B. Contractor has represented itself as being fully qualified and available to perform the contracting services necessary to complete the work in a timely manner; and
- C. City desires to contract with Contractor and Contractor is willing to perform the contracting 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 Work.** City hereby retains Contractor to perform the services described and set forth in the attached Exhibit A (“**Basic Work**”), which is incorporated by this reference as though set forth in full. Contractor agrees to furnish at his own expense all labor, materials, equipment, tools, transportation, and services necessary for the successful completion of the Basic Work, except such materials, equipment and services as may be stipulated in Exhibit A. Contractor shall complete the Basic Work 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 Work.** In addition to the Basic Work, City may elect to have Contractor perform additional work that is beyond the current scope of the Basic Work (“**Additional Work**”). Such Additional Work shall be mutually agreed to in advance and specified in a writing, which shall also specify the basis for the Contractor’s fee for such Additional Work. Basic Work and Additional Work are referenced collectively as “**Work.**”

2. PERFORMANCE.

- 2.1 **Standard of Performance.** Contractor 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 Contractor hereunder in meeting its obligations under this Agreement. Contractor shall review all plans and specifications and report any errors or omissions to the City before beginning any Work. Contractor shall not engage the assistance of subcontractors for performance of the Work unless previously agreed to in writing by the Public Works Director or his/her designee.

All Work is to be completed in accordance with, and as applicable to the latest revision of Santa Barbara County's Engineering Design Standards, City of Carpinteria Municipal Code, Caltrans Standard Specifications for Public Works Construction, and traffic control as set forth in accordance with the provisions of the California MUTCD or as specified by the Public Works Director or his/her designee.

- 2.2 **Completion of Work.** Work shall be completed within 5 years of the signed date of this Agreement, unless extended in writing by the City.
- 2.3 **Labor and Materials.** Contractor agrees to furnish at his own expense all labor, materials, equipment, tools, transportation, and services necessary for the successful completion of the Work, except such materials, equipment and services as may be stipulated in Exhibit A. Contractor shall supervise fulfillment of the provisions of this Agreement by its employees and subcontractors and shall be responsible for the timely performance of the Work as required by this Agreement.
- 2.4 **Review of Work.** Contractor shall furnish City with reasonable opportunities from time to time to ascertain whether the Work is being performed in accordance with this Agreement. All work done and materials furnished shall be subject to final review and approval by the Public Works Director or his/her designee; Contractor is not authorized to provide final approval or review, which is solely City's function and role. City review and approval of such Work shall not, however, relieve Contractor of any of its obligations under this Agreement.
- 2.5 **Contract Administration.** The Public Works Director or his/her designee shall represent the City in all matters relating to the administration of this Agreement. The Public Works Director or his/her designee shall have the authority to act on the City's behalf to review and approve all Work submitted by Contractor and may execute all necessary documents to authorize Contractor to perform Additional Work as provided for herein.
- 2.6 **Representations and Warranties.** Contractor represents and warrants to City that: (i) its fulfillment of its obligations and, as applicable, performance the Work 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 Work, and enter into this Agreement; (iii) the Work contemplated hereunder will be performed by adequately trained and properly licensed personnel in a professional manner, with such personnel having the requisite skill and expertise necessary to perform and complete the Work in accordance with best management practices and industry standards and in accordance with the terms and conditions of this Agreement; and (iv) the Work 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 tasks described herein are completed to the satisfaction of the City, but in no event later than November 23, 2020, unless sooner terminated pursuant to the provisions of this Agreement. The City has the option to extend this Agreement on the same terms for three (3) additional one

(1) year periods. The City shall not be required to provide "cause" or any reason whatsoever should it elect not to renew. The contract term and all extensions thereto shall not exceed a total of eight (8) years.

4. **COMPENSATION.**

- 4.1 **Basic Work.** For Basic Work, City shall pay Contractor on a time and materials basis, not to exceed amount of Three Hundred Sixty Four Thousand Forty Nine dollars and zero cents (\$364,049.00) as full compensation for all labor, materials, equipment, tools, transportation, and Work. 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.

Contractor agrees that the above named price shall be full compensation for successful completion of the Basic Work pursuant to the terms outlined in Exhibit A, as well as for furnishing all said labor, materials, equipment, tools, transportation and services, furnishing and removing all plant, temporary structures, tools, and equipment, and doing everything required by this Agreement, for all loss and damages arising out of the nature of the Work, or from the action of the elements, or from any unforeseen difficulties which may arise during the prosecution of the Work until its acceptance by City, and for all risks of every description connected with the Work, for all expenses resulting from the suspension or discontinuance of work, except as are expressly stipulated in this Agreement to be borne by City and for completing the Work in accordance with the requirements of this Agreement.

- 4.2 **Additional Work.** Contractor shall not be compensated for any Work rendered in connection with its performance of this Agreement which is in addition to the Basic Work, unless such Additional Work is authorized in advance and in writing in the method provided for herein. Contractor will submit fee estimates for such Additional Work upon request of City.
- 4.3 **Consideration.** Contractor agrees to perform the Work according to the terms of this Agreement for the abovementioned price and City agrees to pay Contractor at the time, in the manner, and upon the conditions stipulated in this Agreement. City and Contractor, for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants contained in this Agreement and in the attached Exhibits.
- 4.4 **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 Contractor as to any undisputed fees shall be made, after verification of Contractor's performance, within 30 (thirty) days of receipt of invoice. If City disputes any of Contractor's fees, it shall give written notice to Contractor within 30 (thirty) days of receipt of an invoice of such disputed fees. The City shall pay interest at the legal rate on any invoices not paid within 30 days of submission where the validity of the request is not disputed and the request has been properly submitted.

- 4.5 **Withholding.** City reserves the right to withhold future payment to Contractor if any aspect of the Contractor's work is found to be substantially inadequate. City shall notify Contractor in writing of deficiencies believed to be substantially inadequate within thirty (30) days after completion of Work.
- 4.6 **Taxes/Insurance/Licenses.** Contractor 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 Contractor is responsible for paying as an independent contractor under federal, state or local law. At all times during the term of this Agreement, Contractor and all subcontractors shall have in full force and effect all licenses necessary for the performance of Work hereunder, including without limitation, business licensing from City, all at the sole cost of Contractor.

5. **RECORDS.**

- 5.1 **Financial Records.** Contractor 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 Work under this Agreement. Contractor shall also maintain adequate records of Work provided in sufficient detail to permit an evaluation of Work. 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.** Contractor 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 Contractor's work product in the course of providing the Work pursuant to this Agreement ("**Contractor Work Product**") shall become the sole property of City once the Contractor has received payment. City may duplicate, disclose, disseminate, use, reuse or otherwise dispose of Contractor Work Product in whole or in part in any manner it deems appropriate, without the permission of Contractor. With respect to computer files, Contractor shall make available to the City, at Contractor'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. Contractor may retain copies of such Contractor 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, Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

6.2 **Termination With Cause.** City 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 to the City's satisfaction within five (5) days of receiving such notice, based upon the occurrence of any of the following events:

- Material breach of this Agreement by Contractor;
- Cessation of Contractor, or subcontractors under his or her control, to be licensed, as required;
- Failure to substantially comply with any applicable federal, state or local law or regulation;
- Filing by or against Contractor of any petition under any law for the relief of debtors; and,
- Filing of a criminal complaint against Contractor for any crime, other than minor traffic offenses.

6.3 **Performance and Payment Upon Termination.** In the event this Agreement is terminated, with or without cause, City shall pay Contractor for the outstanding balance owed for Work performed up to the time of termination. Upon termination of the Agreement, Contractor 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 Contractor 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.** 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.** Prior to the beginning of the Work and for the duration of this Agreement, Contractor shall maintain insurance coverage as specified in the attached Exhibit C, which is incorporated by this reference as though set forth in full.

9. **INDEMNIFICATION.** To the fullest extent permitted by law, Contractor 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, obligations, claims, penalties, damages, costs, interest, actions, judgments, suits and expenses or disbursements of any kind or nature whatsoever, including attorneys' fees and costs ("**Claims**"), which in any way relate to this Agreement or to the performance of this Agreement by any individual or entity for whom Contractor is legally liable, including but not limited to, officers, agents, employees, subcontractors or consultants of Contractor ("**Agents**"). Contractor shall also indemnify, defend and hold harmless Indemnified Parties from and against any and all Claims which arise out of the negligence, recklessness, strict liability or willful misconduct of the Contractor and Agents.

10. **RELEASE OF INFORMATION.**

10.1 **Confidentiality.** All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released except to the City, directly or indirectly, by Contractor without City's prior written authorization. Contractor, its officers, employees or subcontractors shall not voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the Work performed under this Agreement unless requested by the City Attorney or authorized in writing by the City Manager or his designee. Response to a subpoena or court order shall not be considered "voluntary" provided that Contractor 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.** Contractor shall promptly notify the City Manager and City Attorney in writing if Contractor, its officers, employees, agents or subcontractors 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 Contractor's related Work. City has no obligation to, but may exercise discretion to represent Contractor and/or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide the City an opportunity to review any response to discovery requests provided by Contractor. 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.** Contractor is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the Work under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive

direction and control. Neither City nor any of its officers, employees or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, subcontractors, or agents, except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that it or any of its officers, employees, subcontractors or agents are in any manner officers, employees or agents of City. Contractor 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 Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City shall not pay salaries, wages or other compensation to Contractor for performing Work hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing Work hereunder.
- 11.3 **Contractor Duty to City.** Contractor understands and agrees that its responsibility to provide complete and accurate Work 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 Contractor.** Contractor agrees to comply with all applicable conflict of interest codes. Contractor 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 Work to be provided by Contractor under this Agreement. Contractor further covenants that, in the performance of this Agreement, no subcontractor or employee having such an interest shall be employed by Contractor. Contractor certifies that neither he nor any of his officer, employees, subcontractors, or agents has or will have any prohibited financial interest under this Agreement.
- 11.5 **Undue Influence.** Contractor 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 Contractor or any officer, employee, subcontractor or agent of Contractor, 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 Contractor and will not confer any rights upon any person not expressly a party to this Agreement.

12. GENERAL PROVISIONS.

- 12.1 **Further Assurances.** City and Contractor 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.
- 12.2 **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 Durlinger, City Manager
City of Carpinteria
5775 Carpinteria Avenue
Carpinteria, CA 93013-2698
P: (805) 684-5405
F: (805) 684-5304

To Contractor:

Patrick Mahoney, President
West Coast Arborists, Inc.
2200 E. Via Burton
Anaheim, CA 92806
P: (714) 991-1900 ext. 153
F: (714) 956-3745

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.

- 12.3 **Legal Responsibilities.** Contractor 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 Work pursuant to this Agreement. The Contractor 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 Contractor to comply with this Section.
- 12.4 **Notice of Claims.** City agrees to timely notify Contractor of the receipt of any third party claim related to the Agreement.
- 12.5 **Licenses.** At all times during the term of this Agreement, Contractor and all officer employees, subcontractors or agents of Contractor shall have in full force and effect, all licenses required by law for the performance of Work described in this Agreement.
- 12.6 **Labor Conditions.** City is a public entity in the state of California, and therefore, City and Contractor 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 Contractor.
- 12.7 **Labor Requirements.** Contractor 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 Contractor 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, Contractor must secure the payment of workers' compensation to its employees as provided by California law. Contractor must also comply with the statutory requirements relating to the employment of apprentices. Additionally, Contractor 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. Contractor shall comply with all local, state, and federal laws relating to equal employment opportunity rights.

12.9 **Assignment.** Contractor 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. Specifically, but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

City and Contractor each binds itself, its successors, assigns and legal representatives to the other party, its successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained 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 Contractor 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 Contractor 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

"CONTRACTOR"
West Coast Arborists, Inc.

By: _____
Gregg A. Carty, Mayor

By: _____
Patrick Mahoney, President

ATTEST:
City of Carpinteria

By: _____
Fidela Garcia, CMC, City Clerk

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
BASIC WORK

In the event that any provision of this Exhibit A conflicts with the terms, obligations, or provisions in the Agreement, the Agreement shall be controlling.

The Contractor will be required to perform and complete the tree trimming and tree maintenance work by providing all labor, tools, transportation, equipment, materials and supplies necessary to complete all work in a professional, thorough and timely manner, in accordance with standards and specifications as contained in this Section.

A. ANNUAL MAINTENANCE PROGRAM

- 1) The Contractor shall be required to submit a work schedule based on the City's annual tree pruning requirements, tree removal and replacement program, and planting projects, as detailed in paragraph "F" of this Scope of Work section.

The bid shall include a recommended annual work plan, daily work schedules, personnel and vehicles that would be required to complete the annual maintenance program as described in paragraph "E" of this Scope of Work section.

Depending on the City's current and future tree trimming and tree maintenance needs, the scheduled work may require multiple crews to perform concurrently within the same time constraints.

- 2) The Contractor shall have competent working supervisors at each jobsite at all times when work is being performed. Each supervisor must be capable of communicating effectively both in written and oral English and hold the necessary certifications or credentials as described herein for that position. All supervisors must possess adequate technical background to ensure that all work is accomplished in accordance with the special provisions of this RFP.

B. EMERGENCY RESPONSE PROTOCOL

- 1) The Contractor is required to have a Project Manager available by telephone on a twenty-four (24) hour basis that is assigned to provide direct and prompt attention to requests from the City for emergency and after-hours tree service requests.
 - a. The Contractor shall acknowledge tree related emergency calls during normal business hours of operation and after-hours within fifteen (15) minutes of the initial call by the City.
 - b. The response time for a crew to arrive on-site for tree related emergencies during normal business hours of operation shall not exceed sixty (60) minutes.
 - c. The response time for a crew to arrive on-site for tree related emergencies outside of normal business hours of operation shall not exceed two (2) hours.

Failure to meet these requirements for timely response to emergencies shall result in a \$500 penalty for each occurrence, as the actual liquidated damages incurred by the City in such occurrence cannot readily be ascertained at this time.

C. CONTRACTOR EMPLOYEE PROTOCOL

- 1) The Contractor shall employ sufficient personnel qualified by reason of education, training and experience to discharge the services agreed to be performed by Contractor. Contractor

shall provide service of the highest quality at all times, and personnel retained to perform this service shall be temperate, competent and otherwise fully qualified to fulfill the Contractor's obligations under the awarded contract.

- 2) All employees of the Contractor performing services shall be dressed in clean, unaltered uniforms with suitable company identification. No portion of the uniform may be removed while working. Employees not in uniform shall be immediately removed from the work area. The Contractor shall provide a standard uniform consisting of at least a shirt, complimenting pants, a belt and boots appropriate to the work. All shirts, jackets or safety vests shall be clearly marked with company identification and the name of the employee wearing the uniform in the field. Contractor's employees shall appear neat and well-groomed at all times. Contractor's employees shall wear brightly colored safety vests when operating machinery and/or while working within five hundred (500) feet of moving traffic or such other distance required by any applicable laws.
- 3) The Contractor's employees shall be subject to the following minimum requirements, skills, abilities and knowledge:
 - a. Have all proper licenses for operation of equipment utilized by such employee.
 - b. Ability to operate and maintain equipment in accordance with the manufacturer's recommendations.
 - c. Mechanical ability to make required operator adjustments to the equipment being used.
 - d. Knowledge of safety regulations as they relate to tree care and traffic control.
 - e. American Red Cross Standard First Aid Certification (minimum of one member of each crew).
 - f. Ability to communicate orally in English. Supervisor shall have ability to communicate in written English.
 - g. Demonstrated knowledge of tree care and related operations.

D. TREE INVENTORY

No later than three (3) months after full execution of the awarded contract for Tree Trimming and Tree Maintenance Services, the successful Bidder shall provide a complete city-wide update of the City's tree inventory. The tree inventory data shall conform to the existing tree inventory database and include, but not be limited to, the following data fields:

1) Tree Location

A GPS tree inventory shall be created with a new database using the City's standardized addressing system for all parks and open space areas. The Contractor shall be required to create an ESRI ArcView/Arc GIS compatible "shape file" utilizing such data.

The inventory shall be capable of showing the location of every existing tree site and vacant tree site on the City's existing GIS base maps (streets, parcels, addresses, ROW and hardscape, etc.).

The tree inventory shall be conducted by visiting each tree site or vacant planting site and plotting the position. The data shall be compatible with the latest version of ArcView. The location shall be stated within one (1) foot accuracy.

The tree inventory shall also include the location and height of uplifted sidewalks. This information will be updated, at a minimum, on a weekly basis.

Contractor shall indicate whether such tree is a Specimen or Heritage Tree.

The Contractor shall update the tree inventory on a daily basis, as conditions require (e.g., tree removed, tree planted, etc.). The City shall have access to the updated data at all times per Paragraph "P" of this Scope of Work section.

2) Measurement of Canopy Spread

As a part of the data collection process, the successful Bidder shall measure the canopy spread of each tree using either a laser rangefinder or a Roll-a-Tape, to the nearest foot, using a pre-established uniform protocol. This data shall be included in the inventory database in a format suitable for use by the City.

3) Tree Condition

- a. General condition of individual trees
- b. Pruning requirements (i.e., recommended pruning cycle)
- c. Condition of surrounding hardscape (i.e. displacement, recent repairs)

E. FIVE YEAR TREE MAINTENANCE PLAN

Within ten (10) months of contract award, Contractor will review citywide tree inventory and will provide the City with a Five Year Tree Maintenance Plan (TMP). This plan will include the proposed annual grid trimming schedule outlining the plan for trimming each of the City's trees over a five year cycle, with exception for trees designated for more frequent trimmings. The TMP will be a five-year prioritized plan that identifies trees that need to be removed and replaced, as well as filling of vacancies. The TMP will present three (3) tree species as options for each tree site recommended for replacement. The options will take into account any of the City's appropriate planning documents such as the City's General Plan and Street Tree Master Plan, as well as spacing concerns, area for planting, sidewalks, existing landscape, watering needs, etc. The TMP will include an estimated annual cost for each of the five years, for removal and replacement, assuming a 24" box replacement.

F. WORK QUALITY AND GENERAL STANDARDS

All work performed by Contractor shall comply with good arboreal practice for the particular species of trees being trimmed, shall be consistent with the Pruning Standards as adopted by the International Society of Arboriculture, and/or "Pruning Landscape Trees" by U.C. Agricultural Extension Service #AXT-288. The Contractor shall also meet the requirements of the most current American National Standards, Z133-1-1972, entitled "Safety Requirements for Tree Pruning,

Trimming, Repair or Removal," published by the American National Standard Institute, Inc., 1430 Broadway, New York, New York 10018.

The City's designated representative shall determine if the Contractor has met all trimming requirements, and payment shall not be made by the City for trimming that is not in accordance with the above standards.

Prior to beginning the work, the Contractor shall review with the City's designated representative the various methods, tools and work scheduling to be used on the specific project to be undertaken.

Any structural weakness, decayed trunk or branches, or split crotches or limbs discovered by the Contractor during the course of trimming shall be reported to the City's designated representative for determination of action, as soon as it is discovered. When working on a tree, the Contractor shall be responsible for the removal of all vines entwined in the tree or around its trunk, and for the removal of sucker growth from tree trunks.

Daily tree trimming operations shall commence no earlier than 7:00 AM and shall be completed each day no later than 4:30 PM.

The Contractor's quality of work for all trimming of trees shall be such that if a tree has been trimmed within the last twenty-four (24) months, and there is an issue such as a limb drop, dead branches, etc., the Contractor will respond as directed by the City's designated representative (whether emergency or standard response) at Contractor's own expense.

A work zone shall be established and maintained for each tree trimming or other operations. The Contractor shall use all appropriate methods used in the field of tree trimming and tree maintenance for establishing and maintaining such work zone. No person other than members of the Contractor's work crew may be allowed to enter such work zone. If any person enters such work zone, the Contractor shall immediately cease all work and operation of all equipment until the work zone is clear.

G. PUBLIC NOTICING

The Contractor shall supply and post standard signage, with professional quality graphics, approved by the City's designated representative, on the trunk of the tree at the work site at which work is to be performed, at least seventy-two (72) hours in advance of work with the signage clearly stating what type of work is to be done and what effect the work will have on parking availability at that particular site. Posting shall be affixed to the tree trunk using materials that do not cause permanent damage to the tree. In the event that a tree trunk is not available for posting, the Contractor shall affix the posting to a standard size safety cone and place that cone in the center of the parkway where a tree is to be planted or atop a stump that is scheduled for grinding.

The Contractor shall comply with all provisions of the Carpinteria Municipal Code (C.M.C.) regarding work to be performed on street trees and landscaping (See Carpinteria Municipal Code, Chapter 12.28).

H. TOOL SANITATION

On all trees, including palms, known or suspected to be diseased, pruning tools and cut surfaces shall be disinfected with a ten percent (10%) percent chlorine bleach solution after each cut and between trees where there is danger of transmitting the disease on tools. Fresh solution shall be mixed daily. Old solutions shall be disposed of through proper disposal methods. Dumping used or old bleach solutions on the ground or down the storm drain is strictly prohibited per the State Water Boards National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit Order No.R4-2012-0175. It is unlawful for any person to discharge non-storm water discharges to the MS4 unless the discharger meets the requirements set forth in the NPDES MS4 Permit.

I. WILDLIFE PROTECTION

Prior to the commencement of any work in the vicinity of any tree, each tree shall be visually surveyed, from all sides, for the sole purpose of detecting the presence of bird nests or wildlife of any type. If a nest is found and is determined to be active, there shall be no work of any type in the tree in which the nest is found without the written permission of the City's designated representative (C.M.C. Section 12.28.120). At no time shall any nest or wildlife be removed from its location. In the event that wildlife is accidentally displaced, the Contractor shall notify the City's Animal Control Division and/or the nearest appropriate animal rescue facility for assistance.

J. PRE-INSPECTION

Prior to the commencement of any work in the vicinity of any tree, the Contractor shall identify the location of utilities, irrigation components and/or any private property element(s) that could be compromised by any work activity. If identified, the Contractor shall take appropriate action to protect same. If, during the course of pre-inspection, the Contractor identifies damage that exists before the onset of work, the Contractor shall document the damages with photos and report such damage to the City's designated representative prior to commencing work in that area. All photo documentation shall have the time and date embedded. Any claim of damage that cannot be refuted by photo-documentation and/or a written report to the City's designated representative shall be considered the responsibility of the Contractor.

K. SETUP, OPERATIONS, EQUIPMENT STAGING

The Contractor shall setup, operate and stage in a manner that presents the least amount of disruption to residents, businesses, the public and traffic flow. Outside of an emergency situation, at no time will multiple setups or equipment staging be allowed on both sides of a street within the same block. Equipment shall never be stored or left unattended on a public street, City facility or private property. The staging of equipment shall not be exempt from the work hour restrictions defined herein.

L. IDENTIFICATION AND REPORTING OF HAZARDS

While performing work of any type, the tree worker should inspect for any obvious hazards related to trees, including uplifted sidewalk segments. All hazardous situations should be corrected or promptly reported to the City's designated representative. Any defective or weakened trees shall be reported to the City's designated representative. The Contractor will be responsible for

providing the City with the location and height of the uplifted sidewalks as part of the GIS mapping inventory. This information will be updated, at a minimum, on a weekly basis.

M. RISK MANAGEMENT

Tree work is a controlled task. At no time should work be performed so as to result in a loss of control incident (e.g. free-falling large limbs or trunk sections, hinge cutting to avoid use of ropes/hoisting equipment, lack of safety apparatus/equipment guards, improper use/loading of equipment). Failure to maintain control at all times shows a lack of planning and judgment, which is considered dangerous, and can result in serious injury or death. The Contractor will be held fully liable for any damages and/or injuries. In addition the Contractor shall be responsible for the mitigation of any damages related to a loss of control incident, and indemnification and defense obligations of the City.

N. CLEANUP OF GREEN WASTE AND DEBRIS

Limbs, logs or any other debris resulting from any tree operations shall be promptly and properly removed. The work area shall be kept safe at all times until all operations are completed. Under no circumstances shall the accumulation of brush, limbs, logs or other debris be allowed to pose a hazard to the public. During production trimming and removals, debris shall be removed from public rights of way and private property within one (1) hour of the completion of work on the tree from which the debris was generated. All trimming activities shall cease immediately if clean up equipment ceases to function or is not available (e.g. loader, roll off equipment, staff). Street rights of way shall not be used to stage unattended debris generated during standard work hours. All debris from tree operations shall be cleaned up each day before the work crew leaves the site. All lawn areas shall be raked, all streets/sidewalks shall be swept, and all brush, branches, or other debris shall be removed from the site. Areas are to be left in a condition equal to or better than that which existed prior to the commencement of tree operations. No material is to be allowed to enter any storm drain nor shall any member of the public be allowed into the work area. Under no circumstances shall any member of the public be allowed to collect, salvage, or remove any brush, limbs, logs or other debris from the work area.

O. DISPOSAL OF MATERIALS

The Contractor shall provide to the City evidence of Recycling Credit under C.M.C. 8.08 for all green waste produced as a result of the Contractor's operations under the terms of an awarded contract. All green waste shall be reduced, reused, recycled, and/or transformed by the Contractor. Weight slips shall be required as proof of final disposal and must be submitted to the City with each demand for payment. All brush generated from tree trimming operations shall be recycled where practical.

1) Wood Chips

Reducing shall include but not be limited to chipping, grinding, and/or shredding operations. Disposal is to be at City Hall for use in the residential mulching program, or through use as mulch on City property at the direction of the City's designated representative.

The City shall have first right of refusal as to the use of all disease-free wood chips generated from chipping, grinding, and/or shredding operations. Chips generated from trimming

operations within the City of Carpinteria may be dumped and spread at a City designated site with written permission from the City's designated representative.

Wood waste generated from tree removals shall be chipped into pure wood chips with an even uniform size. Diseased trees shall not be commingled with regular trees in the creation of wood chips. The disease-free chips shall be dumped and spread in specified locations in the City at the direction of the City's designated representative. It is the responsibility of the Contractor to appropriately dispose of diseased trees.

P. RECORD KEEPING

The Contractor shall provide and operate, a computerized tree inventory system that is compatible with the current City inventory system and shall upload all historic data. The system shall be password accessible twenty-four (24) hours each day of the year via the internet. Historic tree inventory and work history data, to be provided to the City, shall be uploaded and operational within the Contractor's tree inventory system prior to the commencement of all tree service work under the terms of an awarded contract. Thereafter, the Contractor shall update and maintain the tree site specific, internet accessible, computerized tree inventory system to reflect changes in baseline data (e.g. species, height, diameter) and to record the date, cost and crew identity for any trimming, removal, planting or emergency response work that occurs at any tree site at which tree work is performed. The system shall be upgraded to reflect the removal and replacement of trees, as well as the addition of trees to the inventory. The system shall be capable of maintaining and displaying all past work histories for any and all tree sites in the inventory, both individually and collectively by query, as well as future scheduling to the extent known. All aspects of the system including, but not limited to, data entry, system maintenance, system hardware and/or software upgrades and server security and stability shall be the responsibility of the Contractor and shall be provided at no cost to the City. The system shall not be proprietary in the nature of its function and shall operate and interface with common computer software and web based applications, including the ability to export data into common spreadsheet applications. The records created for the City shall be the property of the City and shall be uploaded to the City's system no less than twice per week.

Tree site/task specific hardcopy backup data for any work that has occurred during a billing cycle shall accompany the invoicing for that period and shall be accessible for review on the internet based computerized tree inventory system prior to the submittal of invoicing for that work. Invoicing for work that does not meet the requirements defined herein will not be processed for payment until such time as the requirements have been satisfied.

Failure to meet and maintain the requirements for the computerized tree inventory system shall be grounds for termination of the awarded contract.

Q. ACCIDENT INVESTIGATION

Any duty-related incident which results in any injury shall be reported to the City's designated representative within one (1) hour by the Contractor. The Contractor shall cooperate fully with the City in the investigation of any incident, injury or death occurring on City property including a complete written report submitted by the Contractor to the City's designated representative, or assignee, within twenty-four (24) hours following the occurrence.

Should any structure or property be damaged during a permitted or contracted tree operation, the persons conducting the work shall immediately notify the property owners and the City's designated representative within one (1) hour. The Contractor shall make all arrangements for repairs to damaged property within forty-eight (48) hours, except utility lines, which shall be repaired the same working day. The Contractor shall be solely responsible for contacting all utilities, neighboring property owners, and contractors required to complete such repairs. Repairs on private property shall be made in accordance with the appropriate building code under permits issued by the City as applicable. Any damage caused by the Contractor shall be repaired or restored by the Contractor at the Contractor's expense to a condition similar or equal to that existing before such damage or injury, or the Contractor shall repair such damage in a manner acceptable to the City.

Special attention shall be made to existing irrigation systems, plant material, landscape features, lights and utility boxes in City parkways, parks and public landscape areas and in order to avoid damage. Any damage that occurs must be repaired on the same day that the damage occurs. The Contractor may self-perform such work on irrigation systems upon approval and acceptance of such work by the City's designated representative.

The Contractor's responsibility shall be continuous and not be limited to working hours or days.

R. INSPECTIONS

The City's designated representative shall be furnished with every reasonable means for ascertaining full knowledge of the daily tree maintenance operations involving the workmanship, character of materials and equipment used and employed in the work. Each day, the Contractor shall be required to provide the City's designated representative, with a written schedule of all daily tree maintenance operations including but not limited to trimming, planting, removals, stump grinding, root pruning, and watering.

Inspection of the work shall not relieve the Contractor of any obligations to complete the work as outlined in this RFP. Defective work shall be made good even if the defective work was not pointed out during the initial inspection and the work was accepted for payment.

Any work found to be unacceptable by the City will be noted in writing to the Contractor. Upon receipt of notice of any deficiencies, the Contractor shall make a reasonable effort to correct the deficiencies within five (5) working days. If unacceptable conditions are not corrected within this time period the City shall have the right to deduct payment or have services performed by others at the Contractor's expense.

S. WITHHOLDING PAYMENT

The City may withhold payment to such extent as may be necessary to protect the City from loss due to one or more of the following reasons:

- 1) Defective, unsatisfactory or inadequate work not corrected.

- 2) Claims filed or reasonable evidence indicating probable filing of claims.
- 3) Failure of the Contractor to make proper payments to subcontractors or for materials or labor.
- 4) A reasonable doubt that the awarded contract can be completed for the balance unpaid.
- 5) Property damage that resulted from an incident.

T. MINOR MODIFICATIONS AND/OR ADDITIONAL WORK

The City may modify this scope of work with the joint approval of the Contractor and the City's designated representative or assignee. All modifications shall be in writing.

- 1) In the event that the City should require additional work beyond the requirements of this scope of work, the Contractor shall perform all work based on the unit prices provided in the bid price sheet in this RFP.
- 2) Additional work may be added to the scope of work as the need arises. The Contractor shall perform all specified and approved additional work at the unit prices submitted in the bid price sheet in this RFP.
- 3) The Contractor will be required to demonstrate the ability to properly execute the expanded workload with the necessary increase in labor, materials and equipment needed to complete the additional work in a timely manner.

U. GRID TREE PRUNING

Any tree work performed on a City tree must be done according to the City's specifications. The criterion for pruning depends on the type or purpose of pruning.

- 1) General Specifications for hardwood tree pruning
 - a. The Contractor shall consult with the City's designated representative before making any cuts that could result in permanent disfigurement of the structure of any tree.
 - b. The Contractor shall prune trees to prevent branch and foliage interference with safe public passage. The Contractor shall maintain street clearance to a safe distance above the public right-of-way at a minimum of eighty-four (84) inches above the surface of a public sidewalk or pedestrian way. Exceptions are allowed for young trees, which would be irreparably damaged by such pruning action. If pruning to these standards would result in permanent disfiguration of a tree, the Contractor shall not prune the tree until such time direction is obtained from the City's designated representative.
 - c. The Contractor shall use best practices when removing a live branch and shall include pruning cuts in branch tissue just outside the branch bark ridge and collar, which are trunk tissue. If no collar is visible, the angle of the cut should approximate the angle formed by the branch bark ridge and the trunk.

- d. When removing a dead branch, the final cut should be made outside the collar of live callus tissue. If the collar has grown out along the branch stub, only the dead stub should be removed, the live collar should remain intact and uninjured.
- e. Whenever pruning involves the removal of limbs that are too large to hold securely in one hand during the cutting operation, the limb shall be cut off first at a point several feet beyond the intended final cut. The final cut shall be made in a manner to prevent unnecessary tearing back of the bark and wood. Cuts that result in tearing of tissue on limbs below cuts shall be corrected.
- f. All final tree pruning cuts shall be made in such a manner to favor the earliest possible covering of the wound by natural callus growth. Excessively deep flush cuts, that produce large wounds or weaken the tree at the cut, shall not be made. The branch collar should not be removed.
- g. All dead and dying branches and branch stubs shall be removed.
- h. All broken or loose branches shall be removed.
- i. Branches that are developing in such a manner as to become larger than the limbs they originate from shall be removed.
- j. When encountering limbs that are weighted with more foliage than the limb is likely to support, branches shall be selectively pruned toward the end of the limb in order to reduce end weight and thus decrease the likelihood of limb failure.
- k. Branches that create sight line conflicts with traffic control signs and/or devices shall be selectively pruned.
- l. Branches that are within five (5) feet of a structure shall be selectively pruned.
- m. Trees of sprout or sucker growth shall be cleared to a minimum height of ten (10) feet above ground level. Exceptions are allowed for young trees, which would be irreparably damaged by such pruning action.
- n. Trees shall be pruned to maintain a balanced appearance when viewed from the opposite side of the street immediately opposite the tree, unless authorized by the City's designated representative to do otherwise.
- o. All vines entwined in trees and on tree trunks shall be removed. Vine tendrils shall be removed without injury to trees. Vines include, but are not limited to, ivy and mistletoe.
- p. Tree limbs shall be removed and controlled in such a manner to cause no damage to other parts of the tree, or to other plants or property.
- q. All tools used on a tree known to contain an infectious tree disease shall be

properly disinfected immediately before and after completing work on such tree.

- r. All pest infestations relating to termites, bees, hornets, or wasps shall be promptly reported to the City's designated representative.
- s. All cutting tools and saws used in tree pruning shall be kept sharpened to result in final cuts with an un-abrasive wood surface and secure bark remaining intact.
- t. All trees six (6) inches in diameter or less shall be pruned with hand tools only.
- u. Chain saws shall not be permitted to remove any branches two (2) inches or less in diameter. This is to prevent any unnecessary abrasions to cambial tissue that may predispose a tree to insect and/or future disease/decay problems.
- v. Any extraneous metal, wire, rubber or other material interfering with tree growth shall be removed when possible.

The use of climbing spurs or spike shoes in the act of pruning trees is prohibited, unless specifically directed by the City, to aid in the safety of climbers performing the removal of a tree.

2) Crown Raising/Clearance Prune:

A Crown Raising or Clearance Prune is performed when conditions within the crown of a hardwood tree are such that a certain objective needs to be met or a certain condition needs attention. A crown raising or clearance prune does not involve the detail of work found in a full prune. Crown raising or clearance pruning may consist of one or more of the following pruning types:

- a. Crown Raising: Crown Raising consists of removing the lower branches of a tree in order to provide clearance for buildings, vehicles and pedestrians. It is important that a tree have at least one-half of its foliage on branches that originate in the lower two-thirds of its crown to ensure a well-formed, tapered structure and to uniformly distribute stress within the tree.
- b. Clearance Prune: Clearance Prune is employed as a means of eliminating limbs from the crown of a hardwood tree when an entire pruning of the tree is not warranted. Clearance pruning does not involve the fine detail work described herein as "full prune."

3) Pruning Specifications for individual Hardwood Species

a. General Trimming and Shaping of Conifers

Two basic classes of conifers can be found in the City, those with branches radiating out from the trunk in whorls such as Pine trees or Cedar trees and those that sprout branches in a random manner such as Juniper or Taxus. Conifers shall typically be pruned in late winter or early spring. Typically, up to thirty percent (30%) of the live foliage may be removed unless directed otherwise by the City's designated representative.

1. The Contractor shall avoid damaging the central leader on all conifers. In specific cases the City's designated representative may direct the Contractor to remove the central leader in an effort to limit the height of specific trees.
2. At the time of pruning, the City's designated representative shall determine which trees shall have the new growth pinched back in an effort to control canopy size.
3. To control the growth of large mature conifers the Contractor shall be required to prune the new growth of lateral limbs.
4. Typical pruning of conifers shall consist of removing crossed limbs, deadwood or unwanted branches from the interior of the canopy.

b. General Trimming and Shaping of Broadleaf Trees

Follows the shape indicated by the natural growth habits of each tree species. Trimming and shaping of trees shall be as directed by the City's designated representative and in accordance with the following:

1. Cut to laterals to preserve the natural form of the tree, leaving the head open enough for the branching system to show and permitting the dead material to be easily cleaned out and light to show through the head. Tree foliage shall be reduced by at least twenty-five percent (25%) and up to thirty percent (30%).
2. In specific cases the City's designated representative may direct the Contractor to reduce the size of the tree crown in an effort to limit the height of specific trees.
3. Dead wood or weak, diseased, insect-infested, broken, low, or crossing limbs shall be trimmed and removed. Branches with an extremely narrow angle of attachment should normally be removed.
4. Small limbs, including suckers and waterspouts, shall be cut close to the trunk or branch from which they arise.

Heading cuts and/or topping shall not be allowed under any circumstances. Heading, rounding over, or stubbing shall not be an accepted practice for reducing the size or the framework of any tree.

V. SPECIALTY PRUNE CLASSIFICATIONS FOR HARDWOOD TREES

A Full Prune is performed when conditions within the crown of a hardwood tree are such that the entire tree needs to be fully pruned. Complete pruning is recommended when the primary objective is to maintain or improve tree health and structure, and includes pruning to reduce overall canopy mass and excessive wood weight. Trees that are identified for a Full Prune shall have no more than thirty percent (30%) of the live foliage removed. A Full Prune typically consists of one or more of the following pruning treatments:

1. Crown Cleaning: Crown Cleaning or cleaning out is the removal of dead, diseased,

crowded, weakly attached and low-vigor branches and water sprouts from the entirety of the tree crown. Care must be used to avoid stripping branches of all foliage at the interior of the tree crown. This practice, known as "lion tailing" disrupts the structural integrity of the tree, making it subject to limb and branch failure, especially during high winds.

2. Crown Thinning: Crown Thinning includes crown cleaning and the selective removal of branches to increase light penetration and air movement into and through the crown. Increased light and air stimulates and maintains interior foliage, which in turn improves branch taper and strength. Thinning reduces the wind-sail effect of the crown and the weight of heavy limbs. Care must be used to avoid stripping branches of all foliage at the interior of the tree crown. Thinning the crown can emphasize the structural beauty of the trunk and branches as well as improve the growth of plants beneath the tree by increasing light penetration. When thinning the crown of mature trees, up to thirty percent (30%) of the live foliage may be removed unless directed otherwise by the City's designated representative.
3. Crown Reduction: Crown Reduction is used to reduce the height and/or spread of a tree. Crown reduction varies from topping, a destructive practice, in that cuts are not made indiscriminately, resulting in large stubbed off limbs that are subject to decay. While reducing a crown, tree workers must adhere to basic tree trimming practices involving limb/branch size relationships and use of the branch bark collar to avoid the onset of decay at cut sites.
4. Crown Restoration: Crown Restoration is a corrective pruning used to restore the form of crowns that have been previously damaged. This treatment is best performed by tree workers who have a good understanding of the effects of pruning for the cultivation of tree canopies.

W. PALM TREE PRUNING

Any tree work performed on a City tree must be done according to the City's specification. The criterion for pruning depends on the type or purpose of pruning. Palm Pruning consists of maintaining the crowns and trunks of palm trees including the pruning of spent or declining fronds, seed pods and the skinning or shaping of spent petiole bases into a ball or nut as applicable by palm type.

- 1) The specifications for the pruning of palm trees are as follows:
 - a. While making an approach to the palm crown for pruning, the Contractor shall inspect the trunk of the palm tree for signs of decay, insect frass, bird nesting or any other condition suggestive of a structural abnormality. Upon finding any condition suggestive of a structural abnormality of the palm stem, the Contractor shall report to the City's designated representative immediately.
 - b. Fronds shall be trimmed using a handsaw or pole saw that has been sterilized for no less than five (5) minutes by having the entirety of its cutting blade submersed in an

equal solution of bleach and water before and after the handsaw is used to cut the fronds of any other palm tree.

At no time shall a chainsaw be used to prune any frond from any Canary Island Date Palm (*Phoenix canariensis*) in the City. The use of chainsaws to prune any frond from any Canary Island Date Palm will result in monetary penalties up to the cost of replacement of the palm.

Live, healthy fronds, initiating at an angle of ninety degrees (90°) or greater from the horizontal plane, shall not be removed. Fronds removed should be cut close to the petiole base, taking into consideration the role of petiole bases in the formation and maintenance of the ornamental ball at the base of the canopy, as applicable by species. Live trunk tissue should never be cut while pruning palm fronds.

- c. Using properly sterilized equipment as described herein, any fruit or flower structures in the crown of the palm shall be removed concurrently with frond pruning. At no time shall a chainsaw be used to cut any fruit or flower from any Canary Island Date Palm (*Phoenix canariensis*) in the City. The use of chainsaws to prune any fruit or flower structures from any Canary Island Date Palm shall result in severe penalties up to the replacement cost.

Care shall be taken in the handling of fruit and flowers as they are likely to release clear liquids that react with and can cause staining to hardscape elements. The Contractor shall be responsible for removing palm fruit related stains from private property hardscape elements.

- d. Maintenance of the ornamental ball located at the base of the palm canopy, directly below the live fronds, shall be as described by species as follows:
 - 1. Canary Island Date Palm (*Phoenix canariensis*): dead petiole bases shall be formed into an ornamental ball which begins directly below the lowest green fronds and acts to provide a base of support to the palm crown. This ornamental ball shall be uniform and smooth in appearance and shall extend no less than four (4) feet and no more than eight (8) feet below the lowest live frond in the crown. Ornamental balls with flattened or "stop sign" sides will not be accepted. The upper portion of the ornamental ball shall not taper in, resulting in a "pineapple" appearance as this treatment defeats the support capacity of the ball. The distal portion of the ball shall begin at a point flush with the periphery of the palm trunk and make a gradual taper upwards until it reaches the periphery of the shaped ornamental ball. While forbidden to use chainsaws for pruning fronds, fruit and flowers from any palm tree in the City, the Contractor may use a clean chainsaw in forming and/or shaping the ornamental ball of a Canary Island Date Palm. The use of a sharpened shovel in shaping and maintaining ornamental balls often results in ornamental balls which have flat, un-tampered bottoms that are likely to relax and collapse into pedestrian and vehicular traffic zones with grave consequences.

The Contractor shall use care not to cut into live trunk tissue while maintaining the ornamental ball. The Contractor shall remove any foreign plant material that has sprouted in an ornamental ball. The Contractor shall verify that the ornamental ball meets the standard described herein each time a Canary Island Date Palm is pruned.

2. Date Palm (*Phoenix dactylifera*): spent petiole bases are left to form a supportive "base" below the lowest green fronds of the crown. Unlike the ornamental ball of a Canary Island Date Palm (*Phoenix canariensis*), the base does not require ornate shaping. Instead, spent petiole bases are left uniformly long to form the base of the canopy, which shall extend no less than four (4) feet and no more than six (6) feet below the lowest live frond in the crown. While forbidden to use chainsaws for pruning fronds, fruit and flowers from any palm tree in the City, the Contractor may use a chainsaw in forming and/or shaping the base of a Date Palm by shortening a number of the lower petiole bases to bring the length of the nut to standard. The Contractor shall use care not to cut into live trunk tissue while maintaining the nut. The Contractor shall verify that the base meets the standard described herein each time a Date Palm is pruned.
3. Queen Palm (*Syagrus romanzoffianum*): loose petiole bases are to be removed each time the crown of a Queen Palm is maintained. Petiole bases that are attached to live trunk tissue shall be left undamaged.
4. King Palm (*Archontophoenix cunninghamiana*): loose petiole bases are to be removed each time the crown of a King Palm is maintained. Petiole bases that are attached to live trunk tissue shall be left undamaged.
5. Mexican Fan Palm (*Washingtonia robusta*): spent petiole bases are left uniformly long to form a base which shall extend no more than four (4) feet below the lowest live frond in the crown. Using hand tools, the Contractor shall skin the trunk area below the base clean without causing damage to live trunk tissue. The Contractor shall verify that the base meets the standard described herein each time a Mexican Fan Palm is pruned.
6. California Fan Palm (*Washingtonia filifera*): spent petiole bases are left uniformly long to form a nut which shall extend no more than eight (8) feet below the lowest live frond in the crown. Using hand tools, the Contractor shall skin the trunk area below the base clean without causing damage to live trunk tissue. The Contractor shall verify that the base meets the standard described herein each time a California Fan Palm is pruned.

X. TREE REMOVAL

Tree removal consists of the removal of the entirety of a hardwood tree or palm tree and the removal of its root system.

1. The Contractor shall comply with all general specifications standards described herein.
2. The price given by the Contractor for tree removals shall be inclusive of all staff, materials and equipment necessary to remove trees as described herein.
3. The Contractor shall identify the location of all utilities and private property landscape irrigation components prior to the removal of a tree and its root system. The Contractor shall notify the City's designated representative in writing of any condition that prevents the removal of a tree and/or the grinding of its root system. The Contractor shall take all responsibility for any damage that occurs once the process of removing a tree and/or associated root grinding begins.
4. The Contractor shall comply with wildlife protection standards described herein whenever removing a tree.
5. The Contractor shall not remove any tree without first confirming that the tree being considered is indeed the tree to be removed. Any confusion should be resolved by contacting the City's designated representative for assistance. The errant removal of trees shall be penalized up to the cost of the replacement.
6. During a tree removal, the Contractor shall maintain control of the tree and its parts at all times, which shall include the selection and use of proper techniques and equipment. At no time shall branches, limbs or tree trunks be allowed to freefall and create damage of any type. The Contractor will be held liable for loss of control incidents and shall pay for all damages and associated costs.
7. Cranes and other rigging equipment shall be properly certified, with evidence of such available for inspection prior to use of said equipment in the City. Crane operators shall be certified by the National Commission for the Certification of Crane Operators (NCCCO) and shall display current certification prior to operating a crane in the City. The use of cranes and certified operators shall not result in additional charges to the City beyond the unit price for the work being performed (e.g., the price for tree removal).
8. While loading and handling debris, the Contractor shall maintain control at all times so as not to result in damage to the public rights of way or private property. In addition, the Contractor shall not drop logs or trunks as to create undue noise or shock impact related damages to public and/or private property.
9. Except in hillside areas where the stump needs to remain for soil stability, in the event that the stump is not removed the same day as tree removal, the stump shall be removed as described herein, no more than thirty (30) days from the initial tree removal. The Contractor shall be responsible for maintaining a Tree Stump Removal List on a daily basis with such list provided to the City weekly. Should the removal of any stump not occur within the thirty (30) day period, the Contractor will remove the stump, within forty-eight (48) hours of notification by the City, at the Contractor's expense. Stumps, including the root flare shall be ground to a depth of no less than eighteen (18) inches. Surface roots shall be traced

and ground to a depth of no less than eight (8) inches. Debris generated by stump grinding and root removal shall be removed from the site and replaced with a topsoil mix. Chips and stump grindings shall not be used as a backfill material.

10. As directed by the City's designated representative, trees on hillsides should be removed to a depth of one inch below grade, cut at the angle of the grade. The indentation shall be filled by the Contractor with wood chips.
11. The Contractor shall be responsible for the repair of any private property including any irrigation system components damaged during a tree removal or stump grinding. Repairs shall be made using components matching those that were damaged.

Y. TREE PLANTING AND YOUNG TREE CARE

1. Tree Planting

Tree planting consists of the installation of a nursery stock container or palm trees supplied by the Contractor.

- a. The Contractor shall comply with all general specifications standards described herein.
- b. As stated previously herein, the Contractor shall identify the location of all utilities and private property landscape irrigation components prior to the planting of any tree. The Contractor shall assume full responsibility for any damage that occurs during the planting of any tree.
- c. The Contractor shall supply quality nursery stock which is fully rooted and representative of recognized standards for size and quality of the tree being planted. The Contractor will provide the City with a copy of the bill of lading (or other such documentation) indicating the nursery from which the tree is purchased.
- d. Brown trunk height (BTH) for palm trees shall be measured from the top of the root ball to the lowest green frond attached to the trunk at an angle of ninety (90) degrees.
- e. Planting stock shall be well watered prior to shipping and covered during transport. Trees that are delivered uncovered, with a dry or fractured root ball or with broken scaffold limbs will be rejected. Root bound material will be rejected. Palms that are delivered uncovered, with a dry root ball or with a soilless root ball will be rejected.
- f. The Contractor shall not begin excavation for the planting of a tree without first confirming that the planting site being considered is indeed the site intended for the planting of a tree. Any confusion should be resolved by contacting the City's designated representative for assistance. In excavating planting pits, the Contractor shall not excavate deeper than the depth of the root ball of the tree being installed. The bottom of the planting pit shall be undisturbed so that the planted tree will not settle below top of root ball grade standards defined herein. As the width of the parkway allows, the

Contractor shall excavate the planting pit to be two (2) times the width of the root ball of the nursery stock being planted.

- g. All nursery containers and box sides shall be removed from tree root balls prior to planting. The Contractor shall not install trees with box bottoms left on. All container debris (e.g. strapping, box fragments, and nails) shall be removed from the planting pit prior to backfilling.
- h. The Contractor shall install the tree or palm so that the top of the root ball is two (2) inches above the top of curb so that the trunk flare is completely exposed. In the event that there is no curb (i.e. park site), the Contractor shall install the tree or palm so that the top of the root ball is two (2) inches above the surrounding finished grade. The Contractor shall not resort to cutting or trimming the root ball as a means of meeting grade standards.
- i. The Contractor shall backfill hardwood tree plantings with an equal mix of excavated soil and topsoil. The topsoil portion of the backfill mix shall contain no more than ten percent (10%) well decomposed organic fines.
- j. The Contractor shall backfill palm plantings with one hundred percent (100%) washed mortar (plaster) sand.
- k. While backfilling, the Contractor shall cease backfilling when the planting pit is one-half (1/2) full, and apply water to remove air pockets from the backfill. Once the water has drained, the Contractor shall resume backfilling the planting pit. A watering basin shall be constructed in a uniform circle and shall extend from the center of the tree trunk to six (6) inches beyond the edge of the root ball. The top of the watering basin shall be graded and maintained uniformly with the upper edge of the basin maintained at a grade of four (4) inches above the root flare of the tree.
- l. The Contractor shall be responsible for the stability of all planted trees. The nursery stake shall be removed from the trunk of the tree (as applicable) and the tree shall be double staked using two (2), two (2) inch lodge pole stakes of a length sufficient to be installed beyond the depth of the planting stock root ball and to extend to the lowest branches of the installed tree's crown. The stakes shall be installed an equal distance from the trunk of the tree and shall be installed perpendicular to the street or sidewalk and shall be installed so that one stake is orientated one hundred eighty degrees (180°) opposite the other stake. The root ball shall not be damaged by the installation of stakes. The stakes shall not be in contact with any aerial part of the tree. The trunk of the tree shall be attached to the stakes using City approved tree ties installed as per the manufacturer's specifications.
- m. The Contractor shall not use hoses, equipment or water from private properties while installing or watering parkway trees.

- n. If a new tree dies within a one (1) year period from planting, the Contractor shall replace it with a like specimen within seven (7) days of discovery, at the Contractor's expense.
- o. If a new tree is determined to be diseased within two (2) years of planting, the Contractor shall replace it with a like specimen, within seven (7) days of discovery, at the Contractor's expense.

2. New Tree Care

New Tree Care consists of the irrigation of young trees which have been installed by the Contractor and the cultivation of new canopy coverage. This irrigation will continue as directed by the City's designated representative.

- a. The Contractor shall comply with all general specifications standards described herein.
- b. As stated previously herein, the Contractor shall identify the location of all utilities and private property landscape irrigation components prior to the planting of any tree. The Contractor shall take all responsibility for any damage that occurs during the planting of any tree.
- c. The Contractor shall not use hoses, equipment or water from private properties when watering parkway trees.
- d. While performing tree watering, the Contractor shall maintain the tree watering basin to include the removal of weeds and debris and the maintenance of the watering basin to size and grade standards defined herein.
- e. Trees shall be watered in such a manner that does not result in erosion of the tree watering basin, splashing of parked vehicles or damage to any of the tree's surroundings. Haphazard riggings and/or watering out of the window from the cab of watering equipment will not be tolerated.
- f. The Contractor shall maintain a daily log of trees watered. The log shall list the trees watered by site. A printed copy of the log, which shall be maintained in digital format, must accompany invoicing for tree watering services by the Contractor.

EXHIBIT B

PAYMENT RATES AND SCHEDULE

EXHIBIT C
INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of the Work, Contractor will maintain insurance in conformance with the requirements set forth below. Contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Contractor agrees to amend, supplement or endorse the existing coverage to do so. Contractor 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.

Contractor 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 Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor's employees will use personal autos in any way on this project, Contractor 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 Contractor, subcontractors 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.

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. Best's rating of A- or better and a minimum financial size VII.

General conditions pertaining to provision of insurance coverage by Contractor. Contractor and City agree to the following with respect to insurance provided by Contractor:

1. Contractor 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. Contractor also agrees to require all contractors and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit Contractor, or Contractor's employees or agents, from waiving the right of subrogation prior to a loss. Contractor 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. Contractor 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 Contractor'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 Contractor or deducted from sums due Contractor, 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. Contractor 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 Contractor 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. Contractor agrees to ensure that subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage required of Contractor. Contractor 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. Contractor agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.
11. Contractor 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 Contractor'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 Contractor, 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 Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, 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. Contractor acknowledges and agrees that any actual or alleged failure on the part of City to inform Contractor 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. Contractor 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. Contractor 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 Contractor'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 Contractor under this Agreement. Contractor 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. Contractor 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 Contractor 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.

Contractor agrees to provide immediate notice to City of any claim or loss against Contractor 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.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON YOU THE CERTIFICATE HOLDER. THIS CERTIFICATE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW. POLICY LIMITS ARE NO LESS THAN THOSE LISTED. ALTHOUGH POLICIES MAY INCLUDE ADDITIONAL SUBLIMITS/LIMITS NOT LISTED BELOW.

WEST COAST ARBORISTS, INC
2200 EAST VIA BURTON
ANAHEIM CA 92806

NAME AND
ADDRESS
OF INSURED

Liberty Mutual.
INSURANCE

is, at the issue date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and Conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

TYPE OF POLICY	EXP DATE	POLICY NUMBER	LIMIT OF LIABILITY	
	☐ CONTINUOUS ☐ EXTENDED ☒ POLICY TERM			
WORKERS COMPENSATION Statutory Limits	7/1/2016	WA7-66D-039499-075	COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATES: All States Except: ND, OH, WA, WY	EMPLOYERS LIABILITY Bodily Injury by Accident \$1,000,000 Each Accident Bodily Injury By Disease \$1,000,000 Policy Limit Bodily Injury By Disease \$1,000,000 Each Person
COMMERCIAL GENERAL LIABILITY ☒ OCCURRENCE ☐ CLAIMS MADE	7/1/2016 RETRO DATE	TB2-661-039499-015	General Aggregate \$2,000,000 Products / Completed Operations Aggregate \$2,000,000 Each Occurrence \$1,000,000 Personal & Advertising Injury \$1,000,000 Per Person / Organization Other Damage to premises rented to you \$300,000 Other Medical Expense \$5,000	
AUTOMOBILE LIABILITY ☒ OWNED ☒ NON-OWNED ☒ HIRED	7/1/2016	AS7-661-039499-035	Each Accident—Single Limit \$2,000,000 B.I. And P.D. Combined Each Person Each Accident or Occurrence Each Accident or Occurrence	
OTHER Umbrella Excess Liability	7/1/2015 - 7/1/2016	TH7-661-039499-045	\$5,000,000 Per Occurrence/Aggregate	
ADDITIONAL COMMENTS RE: Tree Trimming and Maintenance Services * See Addendum				

* If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date.

NOTICE OF CANCELLATION: (NOT APPLICABLE UNLESS A NUMBER OF DAYS IS ENTERED BELOW.)
BEFORE THE STATED EXPIRATION DATE THE COMPANY WILL NOT CANCEL OR REDUCE THE
INSURANCE AFFORDED UNDER THE ABOVE POLICIES UNTIL AT LEAST 30 DAYS NOTICE
OF SUCH CANCELLATION HAS BEEN MAILED TO:

RE: Tree Trimming and Maintenance Services

Liberty Mutual
Insurance GroupCertificate
Holder

City of Carpinteria
5775 Carpinteria Avenue
Carpinteria CA 93013-2697

Claine Max

Elaine Ulan

AUTHORIZED REPRESENTATIVE:

0564408

Los Angeles / 0603

818 W 7th Street, Suite 850

Los Angeles CA 90017

213-624-1171

11/4/2015

OFFICE

PHONE

DATE ISSUED _____

This certificate is executed by LIBERTY MUTUAL INSURANCE GROUP as respects such insurance as is afforded by those Companies. NM 772 07-10



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Liberty Mutual Insurance Co. National Insurance West		NAMED INSURED WEST COAST ARBORISTS, INC 2200 EAST VIA BURTON ANAHEIM CA 92806
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: NM **FORM TITLE:** Certificate of Casualty Insurance (07/10)

HOLDER: City of Carpinteria

ADDRESS: 5775 Carpinteria Avenue Carpinteria CA 93013-2697

RE: Tree Trimming and Maintenance Services.

The City of Carpinteria including its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants are additional insured with regards to general liability and automobile liability, as their interest may appear, where required by written contract.

The insurance afforded by the general liability policy for the benefit of the additional insured shall be primary and non-contributory.

Waiver of Subrogation is included in favor of the additional insured on general liability, workers compensation and automobile liability, and applies only to the specific jobs of the insured performed under written contract, and where applicable by law.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SCHEDULE

**Name Of Additional Insured Person(s)
Or Organization(s):**

Location(s) Of Covered Operations

Any owner, lessee, or contractor for whom you have agreed in writing prior to a loss to provide liability insurance

Any location listed in such agreement

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SCHEDULE

**Name Of Additional Insured Person(s)
Or Organization(s):**

Location And Description Of Completed Operations

Any owner, lessee, or contractor for whom you have agreed in writing prior to a loss to provide liability insurance

Any located listed in such agreement

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any person or organization for whom you perform work under a written contract if the contract requires you to obtain this agreement from us, but only if the contract is executed prior to the injury or damage occur

Premium: \$ INCL

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to Paragraph 8. **Transfer Of
Rights Of Recovery Against Others To Us of
Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule below.

SCHEDULE

Name Of Person Or Organization:

Any person or organization with whom you have agreed in writing to waive any right of recovery prior to a loss. Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT -
CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Additional premium is a percent of the California Manual Workers Compensation premium. Subject to a minimum premium charge of \$ 250.

Person or Organization
Where required by contract or
written agreement prior to loss and
allowed by law

Job Description

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WA7-66D-039499-075

Effective Date

Premium \$

Issued to West Coast Arborists, Inc.

EXHIBIT D

WORKERS' COMPENSATION STATEMENT

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Acknowledged and Agreed:



City of Carpinteria

COUNCIL AGENDA STAFF REPORT November 23, 2015

ITEM FOR COUNCIL CONSIDERATION

Adoption of Resolution No. 5635, authorizing the Mayor of the City of Carpinteria ("City") to sign and issue subpoenas for certain records related to short-term rentals being operated in prohibited Zoning Districts within the City.

STAFF RECOMMENDATION

Action Item X Non-Action Item

Adopt Resolution No. 5635 authorizing the Mayor to sign and issue subpoenas for certain records related to short-term rentals being operated in prohibited Zoning Districts within the City.

Motion: I move to approve and adopt Resolution No. 5635, as read by title only.

DISCUSSION

The City is currently studying possible amendments to its zoning ordinance to address the sharp increase in short-term rentals over the past several years. A short-term rental is a rental of residential units for periods of thirty (30) consecutive days or less ("Short-Term Rental").

The City currently prohibits operation of Short-Term Rentals in its R-1 District, PUD District and MHP District. It has come to the attention of City staff that multiple property owners within these restricted districts are advertising residential unit(s) for Short-Term Rental in violation of the City's zoning ordinance.

In order to assist in the enforcement against unlawful short-term rentals in the R-1 District, PUD District and the MHP District, City staff is requesting that the City Council adopt a resolution authorizing the issuance of legislative subpoenas to property owners within these restricted districts that are advertising residential unit(s) for Short-Term Rentals in violation of the City's zoning ordinance, and to persons who facilitate such rentals such as companies that operate websites and other forums where offers for rent

are displayed. A legislative subpoena will ensure that the City has all relevant records to conduct a thorough investigation to determine whether a property owner is violating the City's zoning ordinance.

The proposed resolution authorizes issuance and service of legislative subpoenas to property owners advertising residential units located in either the R-1 District, PUD District or MHP District for Short-Term Rental and to persons who facilitate such rentals, such as companies that operate websites and other forums where offers for rent are displayed. The legislative subpoena directs the subpoenaed party to either appear at a specified City Council meeting with the requested records or make arrangements for the production of records. If the subpoenaed party fails to comply, this resolution further authorizes the Mayor to submit a report to the Santa Barbara Superior Court regarding noncompliance.

POLICY CONSISTENCY

Issuing legislative subpoenas to gather information for the purpose of enforcing the City regulations prohibiting Short-Term Rentals in certain zone districts is consistent with the City's interest in protecting the health, safety and welfare of its residents, specifically in terms of maintaining neighborhood integrity/character, quality of life, and the City's housing stock.

FINANCIAL CONSIDERATIONS

The process of preparing and issuing legislative subpoenas is anticipated to incur negligible costs for the City. If a subpoenaed party disobeys the subpoena and the City takes action to enforce the subpoena in Superior Court, costs would be incurred in the form of legal fees to prepare necessary documents and appear in court.

LEGAL

Under Government Code section 37104 and Carpinteria Municipal Code section 2.04.600, the City Council has the authority to issue legislative subpoenas requiring the attendance of witnesses or production of documents for evidence or testimony in any action or proceeding pending before it. Government Code section 37105 requires that legislative subpoenas be signed by the Mayor, attested by the City Clerk, and served in the same manner as civil subpoenas. If the subpoenaed party does not comply with the subpoena, Government Code section 37106 provides a remedy whereby the Mayor reports the noncompliance to the Santa Barbara Superior Court. A judge can then issue an Order to Show Cause to the subpoenaed party to appear in court and explain the reasons for noncompliance.

OPTIONS

- A. Adopt the resolution authorizing the Mayor to sign and issue subpoenas.
- B. Direct modification to the proposed resolution and/or draft subpoena.
- C. Decline to adopt the resolution.

PRINCIPAL PARTIES EXPECTED AT MEETING

Interested members of the public

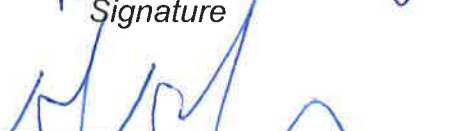
ATTACHMENTS

- A. Resolution No. 5635

Prepared By: (Legal Counsel)
(805 755-4400, daved@ci.carpinteria.ca.us)


Signature

Reviewed by: Dave Durflinger, City Manager


Signature

RESOLUTION NO. 5635

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA ISSUING SUBPOENAS FOR CERTAIN RECORDS RELATED TO SHORT-TERM VACATION RENTALS BEING OPERATED IN PROHIBITED DISTRICTS WITHIN THE CITY.

WHEREAS, the City of Carpinteria's ("City") zoning ordinance currently prohibits renting homes and/or residential units in all Single-Family Residential Districts ("R-1 District"), Planned Unit Development Districts ("PUD District"), and Mobile Home Park Plan Development Districts ("MHP District") for a period of thirty (30) days or less ("Short-Term Rental"); and

WHEREAS, it has come to the attention of City staff that multiple property owners within the R-1 District, PUD District, and/or the MHP District are advertising residential unit(s) for Short-Term Rentals in violation of the City's zoning ordinance; and

WHEREAS, Section 37104 of the Government Code authorizes the City to issue a legislative subpoena "requiring attendance of witnesses or production of books or other documents for evidence or testimony in any action or proceeding before it"; and

WHEREAS, Section 2.04.600 of the Carpinteria Municipal Code provides that the City Council shall have the discretionary right to make investigations and hold hearings with respect to all matters within its legislative power and all matters pertaining to the administration of the business of the city, and shall have the power of subpoena as provided in Sections 37104 through 37109 of the Government Code, and may order the clerk or chief of police to issue subpoenas for any witnesses or records necessary for the production of evidence at any duly scheduled meeting of the Council; and

WHEREAS, the legislative subpoena serves as a lawful legislative purpose as it will allow the City to investigate and commence actions to abate unlawful Short-Term Rentals in the R-1 District, the PUD District, and/or the MHP District; and

WHEREAS, the City Council finds that enforcement of the City's zoning ordinance is a proper legislative concern.

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

1. The above recitals are incorporated herein and are each relied upon independently by the City Council in its adoption of this Resolution.
2. The Mayor is authorized to issue and sign legislative subpoenas, similar to the draft subpoena attached hereto as Exhibit A, to property owners within the R-1 District, PUD District, and the MHP District who are advertising residential units for rent, and to persons who facilitate such rentals, such as companies that operate websites and other forums where offers for rent are displayed. The subpoena shall command the subpoenaed party to appear before the City Council at a specified City Council meeting to produce the requested records, or alternatively to make arrangements with the City for production of said records prior to that time.

3. The City Manager is directed to have the legislative subpoenas served in accordance with all legal requirements of service of subpoenas.
4. If a subpoenaed party fails to comply with the legislative subpoena authorized by this Resolution, the Mayor is authorized to submit a report of noncompliance to the Santa Barbara Superior Court.
5. The Mayor, City Manager, City Clerk, Chief of Police, and the City Attorney are authorized to take all actions necessary to issue, serve and enforce the subpoena.

PASSED, APPROVED, AND ADOPTED this 23rd day of November, 2015, by the following called vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

Mayor of the City of Carpinteria

ATTEST:

City Clerk, City of Carpinteria

I hereby certify that the foregoing Resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of the City of Carpinteria held the this 23rd day of November, 2015.

City Clerk, City of Carpinteria

APPROVED AS TO FORM:

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

IN THE MATTER OF FACTUAL
INQUIRY RELATED TO
INVESTIGATION
OF CHAPTER 14.12, 14.16, AND 14.18
OF TITLE 14 OF THE CITY OF
CARPINTERIA MUNICIPAL CODE

LEGISLATIVE SUBPOENA
(Government Code §§ 37104 *et seq.*)
(City Code § 2.04.600)

Date: _____

Time: _____

Place: City Hall
City of Carpinteria
5775 Carpinteria Avenue
Carpinteria, CA 93013

To: _____

1. On November 23, 2015, the City Council adopted Resolution No. _____
(incorporated by reference into this subpoena).
2. Accordingly, you are ordered to appear in person and produce true and correct copies of the document(s) specified in Attachment 1 at the regular City Council Meeting for the City of Carpinteria ("City") at 5775 Carpinteria Avenue, Carpinteria, California, 93013, on _____ at _____ p.m. (or as soon thereafter as the matter may be heard)
3. **You are not required to appear in person and produce the requested documents IF, by _____ p.m. on _____, you deliver the document(s) described in Attachment 2 to:**

City Clerk's Office
City of Carpinteria
5775 Carpinteria Avenue
Carpinteria, California 93013
4. All documents produced to the City shall be accompanied by a declaration or affidavit warranting to their accuracy and completeness sufficient to meet the requirements of Code of Civil Procedure section 2020.430. The City will pay all reasonable documented costs associated with photocopying the requested documents. If costs exceed \$50.00 please contact Fidela Garcia, City Clerk, before copying.

The City requires these records to assist it in evaluating, investigating, and enforcing compliance with the Carpinteria Municipal Code ("CMC"), including provisions of the zoning code prohibiting unlawful Short-Term Rentals in the R-1, PUD, and MHP Zones pursuant to CMC Chapters 14.12, 14.16, and 14.18. The documents requested are material and good cause exists for their production as described in Attachment 3. This subpoena is issued pursuant to CMC section 2.04.600 and California Government Code section 37104, and authorized by the City of Carpinteria City Council.

Disobedience of this subpoena will be referred to the Santa Barbara Superior Court for

enforcement and is punishable as contempt pursuant to Government Code section 37109. Should you have any questions regarding this subpoena please contact:

Peter Brown,
on behalf of Brownstein Hyatt Farber Schreck, LLP,
acting as City Attorney of the City of Carpinteria
1020 State Street
Santa Barbara, California 93101 (805) 963-7000

Dated: _____

City Council, City of Carpinteria

By: _____
Gregg A. Carty, Mayor

Attest: _____
Fidela Garcia, City Clerk

APPROVED AS TO FORM:

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

ATTACHMENT 1

[REQUEST TO PROPERTY OWNER]

The following documents must be produced to the City:

Request #1: Documents sufficient to identify the following information for all rentals of the residential unit located at _____ ("RESIDENTIAL UNIT") for a period of 30 consecutive days or less for dwelling, use, lodging or sleeping purposes during the period from _____ through the present:

- a. The dates and duration of stay for each time the RESIDENTIAL UNIT was rented since _____, to present.
- b. The rate charged and funds collected for each time the RESIDENTIAL UNIT was rented since _____, to present.

[REQUEST TO ENTITIES FACILITATING RENTALS]

The following documents must be produced to the City:

Request #1: Documents sufficient to identify all persons that through any website owned or controlled by [INSERT COMPANY] have advertised, have rented, or offered to rent any RESIDENTIAL UNIT for a period of 30 consecutive days or less for dwelling, use, lodging or sleeping purposes in the [INSERT LOCATION] during the period from _____ through the present.

"RESIDENTIAL UNIT" means any structure or portion thereof designed for or occupied in whole or in part, as a home, residency, or sleeping place, either permanently or temporarily, and includes any single-family or multi-family residence, hotel, inn, tourist home or house, motel, studio, bachelor hotel, lodging house, rooming house, apartment house, rental unit, dormitory, public or private club, mobilehome, or house trailer at a fixed location or other similar structure and shall further include any trailer court camp park or lot where trailer spaces or combinations of such spaces and trailers are located.

Request #2: Documents sufficient to provide the following information for each person identified in response to Request #1:

- a. The name, physical address, email address, and any other contact information for each person.
- b. The url for each website which the person used to list a RESIDENTIAL UNIT.
- c. The address of the person's RESIDENTIAL UNIT that has been rented, or offered to rent, for dwelling, use, lodging or sleeping purposes in the City of Carpinteria through any website or property owned or controlled by [INSERT COMPANY] during the period from _____ through the present .

- d. The dates and duration of stay for each time the RESIDENTIAL UNIT was rented since _____, to present.
- e. The rate charged and funds collected for each time the RESIDENTIAL UNIT was rented since _____, to present.
- f. The method of payment, including name of institution and type of account for each time the RESIDENTIAL UNIT was rented since _____ to present.
- g. The name of any person who rented any RESIDENTIAL UNIT from a person identified in Request #1 since _____, to present, as well as the renter's physical address, email address and other contact information.
- h. The total gross revenue generated by the person renting the RESIDENTIAL UNIT as a result of that renting since _____ to present.

If documents do not exist sufficient to provide all of the information requested, the City requests that you produce electronically stored information that is sufficient to provide all of the information requested. This information must be provided in pdf, Microsoft Word or Microsoft Excel Format. If production in this manner is not feasible then it must be produced in a different format agreed to by the City.

ATTACHMENT 2

[REQUEST TO ENTITIES FACILITATING RENTALS]

Alternatively, and in lieu of the documents requested in Attachment 1, you may provide a list identifying all persons that through any website owned or controlled by [INSERT COMPANY] advertised the availability of a RESIDENTIAL UNIT for a period of 30 consecutive days or less for dwelling, use, lodging or sleeping purposes in the [INSERT LOCATION] during the period from _____, through the present. This list must also include the following regarding these rentals:

- a. The name, physical address, email address, and any other contact information for each person.
- b. The url for each website which the person used to list a RESIDENTIAL UNIT.
- c. The address of the RESIDENTIAL UNIT.
- d. The dates and duration of stay for each time the RESIDENTIAL UNIT was rented.
- e. The rate charged and funds collected for each time the RESIDENTIAL UNIT was rented.
- f. The method of payment, including name of institution and type of account for each time the RESIDENTIAL UNIT was rented.
- g. The name of any person who rented any RESIDENTIAL UNIT, as well as their physical address, email address and any other contact information.
- h. The total gross revenue generated by the person renting the RESIDENTIAL UNIT.

ATTACHMENT 3

[City Council Agenda Staff Report]

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