

City of Carpinteria
City Council Regular Meeting Agenda
Monday, January 11, 2016
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**

5:32 p.m. **PLEDGE OF ALLEGIANCE**

5:33 p.m. **INTRODUCTIONS, PROCLAMATIONS AND PRESENTATIONS**

1. Adoption and Presentation of Resolution No. 5639 Recognizing and Commending Patty and Harry Manuras for Outstanding Volunteer Service to the Carpinteria Community. **(Motion to approve Resolution No. 5639 required)**

5:33 p.m. **PUBLIC INFORMATION REPORTS AND ANNOUNCEMENTS**

5:34 p.m. **CITY MANAGER'S REPORT**

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

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

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

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

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

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

5:45 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. Minutes of the regular meeting held December 14, 2015.
3. Expenditures for the period beginning December 3, 2015 and ending December 31, 2015.

ADMINISTRATIVE MATTER(S): None

PUBLIC HEARING(S): None

OTHER BUSINESS:

5:46 p.m.

4. Adopt Resolution No. 5640 Naming the Southernmost Youth Baseball Diamond at El Carro Park in the Name of David Patrick Crooks, as Read by Tittle Only.

Recommendation: Staff makes no recommendation. The City Council has complete discretion on this action and may act accordingly.

Staff presenter: Matt Roberts, Parks and Recreation Director

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

6:00 p.m.

5. Recommendation and Findings from the City of Carpinteria Tree Advisory Board's Annual Tree Tour

Recommendation: That the City Council Support the Tree Advisory Board and Staff recommendations to remove the trees listed in the Staff Report and replace with an approved tree species from the City Street Tree Management Plan.

Staff presenter: Melissa Angeles, Engineering Technician

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

- 6:15 p.m. 6. Agreement for Legal Service of Colantuono, Highsmith & Whatley, PC to Review the City's Assessment Districts

Recommendation: Approve and authorize the City Manager to sign the agreement with Colantuono, Highsmith & Whatley, PC, to review the City's current assessment and ad valorem tax districts and approve a budget adjustment of \$40,000 to account 10.30.22.1 from the Major Asset Replacement & Repair Reserve.

Staff presenter: Brian Barrett, Management Analyst

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

- 6:30 p.m. 7. Introduction (First Reading) Of Ordinance No. 707 Amending Provisions off the City's Zoning Code Regarding Medical Marijuana. Changes to the Zoning Code Would Include Amendments to Chapter 14.08 to Add Definitions for Medical Marijuana, Cultivation, and Delivery, and Chapter 14.59, "Medical Marijuana Dispensaries" to Clarify Existing Prohibitions on Medical Marijuana Dispensaries, Cultivation And Deliveries, With Limited Exceptions for Qualified Patients and Primary Caregivers, as Read by Title Only.

Recommendation: Staff recommends that the Council amend Zoning Code Chapter 14.08 to add definitions for medical marijuana, cultivation, and delivery, and to delete the definition of person with an identification card. Chapter 14.59, "Medical Marijuana Dispensaries" would be amended to clarify existing prohibitions on medical marijuana dispensaries, cultivation and deliveries, with exceptions for qualified patients and primary caregivers.

Staff presenters: Dave Durflinger, City Attorney and Dylan Johnson on behalf of Brownstein Hyatt Farber Schreck, LLP, acting as City Attorney of the City of Carpinteria

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

7:30 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)

7:35 p.m.

ADJOURNMENT

The next regular meeting to be held on **Monday, January 25, 2016** 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 2 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, January 6, 2016, in the City Clerk's Office, on the City Hall Public Notices Board, and on the Internet.



City of Carpinteria

COUNCIL AGENDA STAFF REPORT January 11, 2016

ITEM FOR COUNCIL CONSIDERATION

Adopting Resolution No. 5639 recognizing and commending Patty and Harry Manuras for outstanding voluntary service to the Carpinteria Community.

STAFF RECOMMENDATION

Action Item X ; Non-Action Item

Recommendation: Adopt Resolution No. 5639 recognizing and commending Patty and Harry Manuras for outstanding voluntary service to the Carpinteria community.

Motion: I move to adopt Resolution No. 5639, recognizing and commending Patty and Harry Manuras for outstanding voluntary service to the Carpinteria community.

BACKGROUND

The City of Carpinteria is afforded an opportunity to recognize the service of a City volunteer at the Annual Community Awards Banquet hosted by the Carpinteria Valley Chamber of Commerce. This year, the City is pleased to have two volunteers and elects to honor both Harry and Patty Manuras in recognition and commendation for the significant impact their volunteer service has had on the City of Carpinteria and for exemplifying the best and highest principles of volunteer service and civic engagement.

DISCUSSION

Harry and Patty Manuras are the volunteers every community wants. Both as a couple and as individuals, Harry and Patty have had a major presence in Carpinteria Beautiful and Friends of the Carpinteria Library for over ten years. They have served as volunteers and long term board members for both organizations.

Harry and Patty joined the Adopt-a-Spot program as a team in 2006 and are still going strong, cleaning litter off their spot along Highway 150, Bates Road and Via Real on a

weekly basis. They also give their time working in the Friends of the Library used book store and monthly lawn sales in support of the Carpinteria Library.

Harry excels as a generator of new ideas, then creates the enthusiasm for carrying them out. Patty brings her diligence and attention to detail to everything she works on. In 2009, Harry proposed that Carpinteria Beautiful sponsor a booth for the Avocado Festival. For five successful years, it was Harry and Patty who made the BLAST booth a reality, dispensing hundreds of Bacon, Lettuce, Avocado and Sweet Tomato sandwiches and raising funds to help keep Carpinteria "Clean, Green & Beautiful." They are also known to be there, ready to assist when a neighbor is in need.

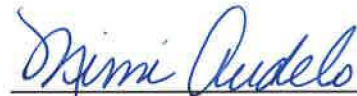
PRINCIPAL PARTIES EXPECTED AT MEETING

Harry and Patty Manuras, Community Volunteers

ATTACHMENTS

Resolution No. 5639

Staff contact: Mimi Audelo
mimia@ci.carpinteria.ca.us
(805) 755-4401



Signature

Reviewed by: Dave Durflinger, City Manager



Signature

RESOLUTION NO. 5639

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA
RECOGNIZING AND COMMENDING HARRY AND PATTY MANURAS FOR
OUTSTANDING VOLUNTEER SERVICE TO THE CARPINTERIA
COMMUNITY**

WHEREAS, Harry and Patty Manuras are devoted community members dedicating their time, talents and volunteer efforts throughout Carpinteria; and

WHEREAS, Harry and Patty have served on the board of Carpinteria Beautiful, diligently working to implement and maintain improvements in the appearance and cleanliness of our community; and

WHEREAS, Harry and Patty continue to work with the Adopt-a-Spot program cleaning litter off their spot along Highway 150, Bates Road and Via Real on a weekly basis; and

WHEREAS, Harry and Patty give their time to the used book store and monthly lawn sales for the Friends of the Carpinteria Library; and

WHEREAS, Harry and Patty Manuras exemplify the best and highest principles of volunteer service and civic participation.

NOW THEREFORE, it is hereby resolved by the City Council of the City of Carpinteria, California, as follows:

1. That Harry and Patty Manuras are hereby recognized and commended for their many accomplishments and valuable contributions to the City of Carpinteria and other community-based organizations.
2. That a copy of this Resolution shall be furnished by the City Clerk to Harry and Patty Manuras as a token of the sincere gratitude and appreciation of the City of Carpinteria.
3. That this Resolution is effective upon its adoption.

PASSED, APPROVED, AND ADOPTED this 11th day of January 2016, by the following called vote;

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBER(S):

ABSENT: COUNCILMEMBER(S):

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 11th day of January 2016.

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
City Council Minutes
Regular Meeting
Council Chambers
Monday, December 14, 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
Vice Mayor Fred Shaw
Mayor Gregg Carty

Councilmember J. Bradley Stein was absent.

Staff members present:

Dave Durflinger, City Manager
Dylan Johnson, on behalf of Brownstein Hyatt Schreck, LLP, acting as City Attorney
Fidela Garcia, City Clerk
Charlie Ebeling, Public Works Director
Matt Roberts, Parks and Recreation Director
John Thornberry, Administrative Services Director

PLEDGE OF ALLEGIANCE

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

INTRODUCTIONS, PROCLAMATIONS AND PRESENTATIONS:

1. Presentation of a Proclamation Designating January 2016 as Business Month to the Carpinteria Valley Chamber of Commerce.

Mayor Carty read and presented the proclamation designating January 2016 as Business Month to the Carpinteria Valley Chamber of Commerce. Karen Graf and Joyce Donaldson, representing the Carpinteria Valley Chamber of Commerce, thanked the City Council for the proclamation and for sponsoring the Community Awards Banquet.

2. Proclamation of the City Council Designating April 2016 as Department of Motor Vehicles/Donate Life California Month.

Councilmember Nomura read a proclamation designating April 2016 as Department of Motor Vehicles/Donate Life California Month. He stated he would present the proclamation at the Tournament of Roses Parade in Pasadena on New Years' Day.

PUBLIC INFORMATION REPORTS AND ANNOUNCEMENTS

Mayor Carty stated that he would be adjourning the meeting in memory and honor of Angelo Granaroli.

CITY MANAGER'S REPORT

- Congratulations to Downtown Business Advisory Board for their efforts on the Holiday Parade. This was the last official event for the City's 50th Anniversary, which included the burial of a time capsule. The 50th Anniversary Committee was acknowledged for their efforts.
- City Hall will be closed December 24 and 25, 2015, for the Christmas holidays, and December 31, 2015 and January 1, 2016 for the New Years' Day holidays.
- This evening's meeting will be the last City Council meeting of the year, pending the City Council's approval to cancel the December 28, 2015 meeting on the Consent Calendar.
- The Planning Commission received its first report regarding short-term vacation rentals. This matter has been continued to their January 11, 2016 meeting.
- A video was presented prepared by the County Office of Emergency Management regarding El Niño storm preparation and the status of storm conditions expected in late winter to early spring.

Mayor Carty noted that the City's 50th Anniversary time capsule, which was built by Hugo Brothers and Rincon Engineering, would be opened in 2065.

PRESENTATIONS BY CITIZENS / PUBLIC COMMENT

Susan Allen distributed a copy of an article regarding the idea of a pocket park at Concha Loma. She encouraged the City Council to keep this into consideration.

George Lehtinen asked the City Council to consider spending \$700 to improve school crossing safety by purchasing electronic attention providing devices for school crossing guards.

Lynn Harrison, representing EJ Harrison and Sons, expressed his appreciation to the City Council and staff for their partnership.

Nan Drake, representing EJ Harrison and Sons, wished everyone a Merry Christmas and reminded everyone that Christmas trees are recyclable. She urged the residents to

place their Christmas trees at the curb on green waste haul day. She also thanked the City Council for honoring them with the City's Partnership Award at the previous City Council meeting.

Mayor Carty acknowledged Gold Coast Recycling on its 25th anniversary. Vice Mayor Shaw acknowledged EJ Harrison and Sons on the installation of a stormwater treatment system at their plant to catch runoff from the roof

AGENDA MODIFICATIONS: None.

CONSENT CALENDAR

Motion by Vice Mayor Shaw, seconded by Councilmember Nomura, to approve the Consent Calendar as presented, including Ordinance No. 704 and Resolution No. 5636 as read by title only.

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

3. Expenditures for the period beginning November 17, 2015 and ending December 2, 2015.
4. Minutes of the regular meeting held November 23, 2015.
5. Cancellation of the regular City Council meeting of December 28, 2015.
6. Second reading of Ordinance No. 704 amending Title 6 of the Carpinteria Municipal Code, adding spay/neuter regulations and updating other animal control sections of the Code.
7. Resolution No. 5636, approving and executing a quit claim deed which relinquishes to the property owner excess road right-of way at 4096 Via Real to Peoples' Self Help.

ADMINISTRATIVE MATTERS: None

PUBLIC HEARINGS: None.

OTHER BUSINESS:

8. Granting Waiver of Veterans Hall Rental Fees for the Carpinteria High School Booster Club Fundraiser Event Held November 7, 2015.

Recommendation: Council to act at its own discretion.

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

There were no Public Comments.

Councilmember Nomura expressed support for waiving the rental fees for a non-profit organization; however, he expressed concern with waiving the portion of the fees for the security guard contractor, alcohol, and amplified music.

Motion by Vice Mayor Shaw, seconded by Councilmember Shaw, to waive the fee for the Veterans' Hall rental in the amount of \$592.15.

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

9. Agreement between the County of Santa Barbara and the city of Carpinteria for Supplemental Funding for Mental Health Mobile Crisis Services

Recommendation: Approve and authorize the Mayor to sign the agreement between the County of Santa Barbara and the City of Carpinteria for supplemental funding for Mental Health Mobile Crisis Services for a three-year term ending June 30, 2018 and for a cost of \$6,645.

Dave Durflinger, City Manager, presented the staff report. He noted that the recommendation would be to authorize the City Manager to sign the agreement.

Susan Grimmesey, representing the County of Santa Barbara, provided a presentation of the services provided by the Mental Health Mobile Crisis Services.

There were no Public Comments.

Motion by Councilmember Carty, seconded by Vice Mayor Shaw, to approve and authorize the City Manager to sign the agreement between the County of Santa Barbara and the City of Carpinteria for supplemental funding for Mental Health Mobile Crisis Services for a three year term ending June 30, 2018 and for a cost of \$6,645.

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

10. An Update on City of Carpinteria Efforts to Assist People Experiencing Homelessness and Address Issues Related to Homelessness in the Community

Recommendation: Receive the report concerning ongoing City efforts to assist people experiencing homelessness and to address issues related to homelessness in the community.

Dave Durflinger, City Manager, presented the staff report.

Chuck Flacks, Executive Director of C3H, commended City Manager Dave Durflinger on his presentation. He spoke regarding the different types of homeless population, and he expressed his hope to end chronic homelessness in Carpinteria in two years if the plan is followed. He also spoke regarding the programs available to assist the homeless.

Roberta Lehtinen, Board Member of HopeNet, wished everyone happy holidays. She thanked the City for its support of the homeless, and she spoke regarding the services available to the homeless. She suggested that the City and EJ Harrison and Sons work together to set up Porta Potties for the homeless in the downtown.

The report was received.

11. Review of Year to Date Financial Results

Recommendation: Receive the report and direct staff as determined appropriate.

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

There were no Public Comments.

The report was received.

12. Scheduling a Special Meeting of the City Council for Consideration of Annual Work Plan

Recommendation: Schedule a special City Council meeting for consideration of the Annual Work Plan, to be held at 8:00 am, on Saturday, January 23, 2016, in the City Hall Council Chambers, 5575 Carpinteria Avenue.

Dave Durflinger, City Manager, presented the staff report.

Joyce Donaldson reminded everyone that January 23, 2016, was the same day as the Chamber of Commerce's Community Awards Banquet.

Vice Mayor Shaw noted that he would not be able to attend the special meeting; however, he would provide his comments to the City Manager in advance.

Motion by Councilmember Carty, seconded by Councilmember Nomura, to schedule a special City Council meeting for consideration of the Annual Work Plan, to be held at 8:00 am, on Saturday, January 23, 2016, in the City Hall Council Chambers, 5575 Carpinteria Avenue.

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

COMMITTEE REPORTS, INQUIRIES AND OTHER MATTERS PRESENTED BY COUNCILMEMBERS

Vice Mayor Shaw reported he attended a meeting in Santa Barbara where Pedro Pizarro from Southern California Edison provided a presentation regarding preparations for El Niño. He also reported he attended a meeting of the Community Choice Energy group where they discussed putting together a Request for Proposal for a feasibility study on whether to pursue Community Choice Energy.

Councilmember Nomura commended the 50th Anniversary Committee on their hard work this past year.

ATTENDANCE OF COUNCILMEMBERS FOR FUTURE MEETINGS

ADJOURNMENT

The meeting was adjourned at 6:58 p.m. by Mayor Carty, in honor and memory of Angelo Granaroli.

Gregg Carty, Mayor

ATTEST:

Fidela Garcia, CMC, City Clerk



City of Carpinteria

COUNCIL AGENDA STAFF REPORT January 11, 2016

ITEM FOR COUNCIL CONSIDERATION

Expenditures for the period beginning December 3, 2015 and ending December 31, 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

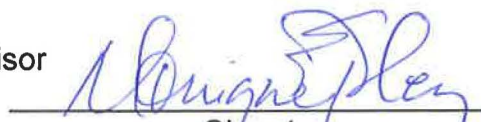
The warrant register included as an attachment is designed to communicate fiscal activity since the prior reporting period. No action is requested as part of this report.

ATTACHMENTS

Attachment A: Warrant Register for the period beginning December 3, 2015 and ending December 31, 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

12:57 PM

01/04/16

CITY OF CARPINTERIA
Warrant Register
 December 3 - 31, 2015

Date	Num	Name	Source Name	Memo	Account	Paid Amount
12/04/15	87076	KEOUGH, JEFF	KEOUGH, JEFF	CELL PHONE REIMBURSEMENT	1000101 · Operating Cash 10	
12/04/15	CELL PHO...		KEOUGH, JEFF	CELL PHONE REIMBURSEMENT	1042308 · Supplies & Materials 42	(65.00)
TOTAL						(65.00)
12/04/15	87077	TORRES, ALBERT	TORRES, ALBERT	CELL PHONE REIMBURSEMENT	1000101 · Operating Cash 10	
12/04/15	CELL PHO...		TORRES, ALBERT	CELL PHONE REIMBURSEMENT	1022308 · Supplies & Materials 22	(65.00)
TOTAL						(65.00)
12/07/15	87078	CARPINTERIA BOY SCOUTS	CARPINTERIA BOY...	2015 CITY TREE	1000101 · Operating Cash 10	
12/07/15	2015 CITY ...		CARPINTERIA BOY...	CITY HALL HOLIDAY TREE 2015	1013308 · Supplies & Materials 13	(101.52)
TOTAL						(101.52)
12/09/15	87079	76 FLEET SERVICES	76 FLEET SERVICES	INVOICE 43182416	1000101 · Operating Cash 10	
12/22/15	43182416		76 FLEET SERVICES	VEHICLE FUEL	1013307 · Vehicle Oper & Mainten...	(35.10)
			76 FLEET SERVICES	VEHICLE FUEL	2531307 · Vehicle Oper & Mainten...	(46.29)
			76 FLEET SERVICES	VEHICLE FUEL	3332307 · Vehicle Oper & Mainten...	(57.90)
TOTAL						(139.29)
12/09/15	87080	A-OK POWER EQUIPMENT	A-OK POWER EQU...	VOID:	1000101 · Operating Cash 10	
TOTAL						0.00
12/09/15	87081	A T & T MOBILITY	A T & T MOBILITY	ACCOUNT 337015224648	1000101 · Operating Cash 10	
11/27/15	3370152246...		A T & T MOBILITY	PW SUPERVISOR	2531301 · Telephone 31	(56.65)
			A T & T MOBILITY	PW CREW	1013308 · Supplies & Materials 13	(44.15)
			A T & T MOBILITY	PW CREW	3332308 · Supplies & Materials 32	(98.42)
			A T & T MOBILITY	PW CREW	2531308 · Supplies & Materials 31	(18.42)
TOTAL						(217.64)
12/09/15	87082	ACCESS CONTROL SECURITY, INC.	ACCESS CONTRO...	INVOICE 0022632	1000101 · Operating Cash 10	
12/01/15	0022632		ACCESS CONTRO...	VETS HALL SECURITY	4848352 · VETS HALL RENTALS	(174.13)
TOTAL						(174.13)
12/09/15	87083	AERIOCONNECT	AERIOCONNECT	794856	1000101 · Operating Cash 10	
12/02/15	794856		AERIOCONNECT	DSL MONTHLY SERVICE CHARGE - DECEMB...	1018222 · Equipment Maintenance	(66.06)
TOTAL						(66.06)
12/09/15	87084	AG ENT INC	AG ENT INC	15198	1000101 · Operating Cash 10	

12:57 PM

01/04/16

CITY OF CARPINTERIA
Warrant Register
 December 3 - 31, 2015

Date	Num	Name	Source Name	Memo	Account	Paid Amount
10/05/15	15198		AG ENT INC	POOL	4866308 · Supplies & Materials 66	(75.00)
TOTAL						(75.00)
12/09/15	87085	ALL AROUND LANDSCAPE SUPPLY	ALL AROUND LAN...		1000101 · Operating Cash 10	
10/20/15	S1835572.0...		ALL AROUND LAN...	PARKS	2361221 · Miscellaneous Contracts	(184.06)
11/02/15	S1838393.0...		ALL AROUND LAN...	VIOLA FIELDS	2361221 · Miscellaneous Contracts	(25.35)
11/03/15	S1838497.0...		ALL AROUND LAN...	VIOLA FIELDS	2361221 · Miscellaneous Contracts	(33.80)
11/09/15	S1839921.0...		ALL AROUND LAN...	VIOLA FIELDS	2361221 · Miscellaneous Contracts	(33.80)
11/12/15	S1840851.0...		ALL AROUND LAN...	VIOLA FIELDS	2361221 · Miscellaneous Contracts	(25.35)
11/18/15	S1842035.0...		ALL AROUND LAN...	PARKS	2361221 · Miscellaneous Contracts	(25.35)
11/19/15	S1842231.0...		ALL AROUND LAN...	PARKS	2361221 · Miscellaneous Contracts	(25.35)
TOTAL						(353.06)
12/09/15	87086	ANGELES, MELISSA	ANGELES, MELISSA	RETRO PAY 12-10-15	1000101 · Operating Cash 10	
11/27/15	RETRO PA...		ANGELES, MELISSA	RETROACTIVE PAY 12-10-15	1030162 · Regular Salary 30	(1,885.05)
TOTAL						(1,885.05)
12/09/15	87087	BARRETT, BRIAN	BARRETT, BRIAN	RETRO PAY 12-10-15	1000101 · Operating Cash 10	
12/08/15	RETRO PA...		BARRETT, BRIAN	RETROACTIVE PAY 12-10-15	1030162 · Regular Salary 30	(1,790.55)
TOTAL						(1,790.55)
12/09/15	87088	BILL SPIEWAK	BILL SPIEWAK	INVOICE #104231	1000101 · Operating Cash 10	
11/16/15	104231		BILL SPIEWAK	ARBORIST SERVICES	3332220 · Public Tree Maintenance	(6,650.00)
TOTAL						(6,650.00)
12/09/15	87089	BOB TRAUTZ LAND DEV CO, INC	BOB TRAUTZ LAN...		1000101 · Operating Cash 10	
12/02/15	4932		BOB TRAUTZ LAN...	BEACH STORE	4864308 · Supplies & Materials 64	(162.00)
12/04/15	4933		BOB TRAUTZ LAN...	5TH ST & JELLYBOWL	2361221 · Miscellaneous Contracts	(779.56)
TOTAL						(941.56)
12/09/15	87090	C3 INTELLIGENCE, INC	C3 INTELLIGENCE,...	INVOICE 7491	1000101 · Operating Cash 10	
11/02/15	7491		C3 INTELLIGENCE,...	RECRUITMENT	1016320 · Pre-placement Health S...	(38.50)
TOTAL						(38.50)
12/09/15	87091	CAL-COAST MACHINERY, INC.	CAL-COAST MACH...	INVOICE 288734	1000101 · Operating Cash 10	
11/18/15	288734		CAL-COAST MACHI...	BEACH TRACTOR	2862308 · Supplies & Materials 62	(32.48)
TOTAL						(32.48)
12/09/15	87092	CALIFORNIA AVOCADO FESTIVAL	CALIFORNIA AVO...	INVOICE #762	1000101 · Operating Cash 10	
12/03/15	762		CALIFORNIA AVOC...	2015 AVOCADO FESTIVAL	1051310 · Public Relations 51	(13,000.00)

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TOTAL						(13,000.00)
12/09/15	87093	CALIFORNIA STATE DISBURSEMENT UNIT	CALIFORNIA STAT...	CASE NUMBER 0850182383-01	1000101 - Operating Cash 10	
12/08/15	PAYROLL 1...		CALIFORNIA STAT...	PAYROLL WITHHOLDING 12-10-15	1000105 - ICMA Cash	(330.46)
TOTAL						(330.46)
12/09/15	87094	CARPINTERIA VALLEY LUMBER CO	CARPINTERIA VAL...	ACCOUNT 164	1000101 - Operating Cash 10	
11/30/15	NOV 2015 B...		CARPINTERIA VAL...	ROW	3332308 - Supplies & Materials 32	(78.84)
			CARPINTERIA VAL...	ROW	3332308 - Supplies & Materials 32	(43.37)
			CARPINTERIA VAL...	PARKS	2361221 - Miscellaneous Contracts	(67.35)
			CARPINTERIA VAL...	POOL	4866308 - Supplies & Materials 66	(6.18)
			CARPINTERIA VAL...	VETS HALL	4865309 - Misc Operating Expens...	(63.87)
			CARPINTERIA VAL...	VETS HALL	4865309 - Misc Operating Expens...	(55.64)
			CARPINTERIA VAL...	PARKS	2361221 - Miscellaneous Contracts	(112.25)
			CARPINTERIA VAL...	CITY HALL	1013224 - Interior Maintenance	(4.93)
			CARPINTERIA VAL...	PROJ 4865	1000251 - Development Deposits	(41.41)
			CARPINTERIA VAL...	VETSHALL	4865309 - Misc Operating Expens...	(20.40)
			CARPINTERIA VAL...	PW SHOP	2531308 - Supplies & Materials 31	(10.60)
			CARPINTERIA VAL...	POOL	4866308 - Supplies & Materials 66	(51.01)
			CARPINTERIA VAL...	PW SHOP	2531308 - Supplies & Materials 31	(16.32)
			CARPINTERIA VAL...	PW SHOP	2531307 - Vehicle Oper & Mainten...	(15.64)
TOTAL						(587.81)
12/09/15	87095	CARPINTERIA VALLEY WATER DISTRICT	CARPINTERIA VAL...	NOV 2015 BILLING	1000101 - Operating Cash 10	
11/28/15	NOV 2015 B...		CARPINTERIA VAL...	CIVIC CENTER	1013312 - Utility - Water 13	(355.88)
			CARPINTERIA VAL...	PARKING	3332312 - Utility - Water 32	(1,267.49)
			CARPINTERIA VAL...	PARKS	2361312 - Utility - Water 23	(5,376.96)
			CARPINTERIA VAL...	POOL	4866312 - Utility - Water 66	(792.40)
			CARPINTERIA VAL...	VETS HALL	4865309 - Misc Operating Expens...	(206.94)
			CARPINTERIA VAL...	PROJ 4865	1000251 - Development Deposits	(420.16)
TOTAL						(8,419.83)
12/09/15	87096	CARPINTERIA VETERINARY HOSPITAL INC	CARPINTERIA VET...		1000101 - Operating Cash 10	
11/06/15	246129		CARPINTERIA VET...	DOG LICENSE	1047213 - Animal Sheltering	(75.00)
11/13/15	246515		CARPINTERIA VET...	DOG LICENSE	1047213 - Animal Sheltering	(15.00)
11/19/15	246814		CARPINTERIA VET...	DOG LICENSE	1047213 - Animal Sheltering	(20.00)
TOTAL						(110.00)
12/09/15	87097	COAST AUTO PARTS, INC.	COAST AUTO PAR...	NOVEMBER 2015 BILLING	1000101 - Operating Cash 10	
11/30/15	NOV 2015 B...		COAST AUTO PAR...	POOL LIGHTING	4866308 - Supplies & Materials 66	(15.83)
			COAST AUTO PAR...	PW SHOP	2531307 - Vehicle Oper & Mainten...	(10.13)
			COAST AUTO PAR...	BEACH TRACTOR	2361307 - Vehicle Oper/Maintena...	(8.62)
			COAST AUTO PAR...	BEACH TRACTOR	2361307 - Vehicle Oper/Maintena...	(9.16)
			COAST AUTO PAR...	PW SHOP	2531307 - Vehicle Oper & Mainten...	(59.09)
TOTAL						(102.83)

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12/09/15	87098	CONEJO SWIMWORKS	CONEJO SWIMWO...	2015 SWIM TEAM	1000101 · Operating Cash 10	
12/09/15	2015 SWIM ...		CONEJO SWIMWO...	SWIM TEAM SUPPLIES	4868308 · Supplies & Materials 68	(1,985.53)
TOTAL						(1,985.53)
12/09/15	87099	COUNCIL ON ALCOHOLISM & DRUG ABU...	COUNCIL ON ALC...	103115CALGRIP2-2	1000101 · Operating Cash 10	
12/02/15	103115CAL...		COUNCIL ON ALC...	CALGRIP GRANT	2000261 · Deferred Revenue 20	(13,923.31)
TOTAL						(13,923.31)
12/09/15	87100	COUNTY OF SANTA BARBARA, PROJECT ...	COUNTY OF SANT...		1000101 · Operating Cash 10	
11/16/15	CAR111620...		COUNTY OF SANT...	POLLUTANT LOAD MODELING	1072217 · WM Program Implemen...	(1,583.40)
11/19/15	CAR111920...		COUNTY OF SANT...	COASTAL CLEANUP DAY	3937302 · Environmental Services	(1,250.00)
TOTAL						(2,833.40)
12/09/15	87101	COX COMMUNICATIONS	COX COMMUNICA...	001-3011-022093901	1000101 · Operating Cash 10	
12/01/15	0013011022...		COX COMMUNICA...	INTERNET SERVICES	1018222 · Equipment Maintenance	(132.00)
TOTAL						(132.00)
12/09/15	87102	EDD-SDI	EDD-SDI	776-5147-9	1000101 · Operating Cash 10	
12/08/15	PAYROLL 1...		EDD-SDI	PAYROLL 12-10-15	1000223 · SDI Withheld	(674.91)
TOTAL						(674.91)
12/09/15	87103	EDD-SIT	EDD-SIT	932-0283-6	1000101 · Operating Cash 10	
12/08/15	PAYROLL 1...		EDD-SIT	PAYROLL 12-10-15	1000221 · SIT Withheld	(3,820.35)
TOTAL						(3,820.35)
12/09/15	87104	ERDMAN VIDEO SYSTEMS	ERDMAN VIDEO S...	INVOICE #3767	1000101 · Operating Cash 10	
11/13/15	3767		ERDMAN VIDEO S...	BEACHCAM	2862308 · Supplies & Materials 62	(270.00)
TOTAL						(270.00)
12/09/15	87105	FIDELITY SECURITY LIFE INSURANCE	FIDELITY SECURIT...	INVOICE #7930439	1000101 · Operating Cash 10	
11/22/15	7930439		FIDELITY SECURIT...	DECEMBER 2015	1016194 · Wellness 16	(8.78)
			FIDELITY SECURIT...	DECEMBER 2015	1041194 · Wellness 41	(8.78)
			FIDELITY SECURIT...	DECEMBER 2015	1030194 · Wellness 30	(8.78)
			FIDELITY SECURIT...	DECEMBER 2015	1030194 · Wellness 30	(25.81)
			FIDELITY SECURIT...	DECEMBER 2015	1022194 · Wellness 22	(17.56)
			FIDELITY SECURIT...	DECEMBER 2015	2531194 · Wellness 31	(25.81)
			FIDELITY SECURIT...	DECEMBER 2015	1069194 · Wellness 69	(8.78)
			FIDELITY SECURIT...	DECEMBER 2015	1051194 · Wellness 51	(16.68)
			FIDELITY SECURIT...	DECEMBER 2015	1011194 · Wellness 11	(8.78)
			FIDELITY SECURIT...	DECEMBER 2015	1069194 · Wellness 69	(25.81)

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			FIDELITY SECURIT...	DECEMBER 2015	1044194 · Wellness 44	(16.68)
			FIDELITY SECURIT...	DECEMBER 2015	2531194 · Wellness 31	(8.78)
TOTAL						(181.03)
12/09/15	87106	FIRST BANKCARD	FIRST BANKCARD		1000101 · Operating Cash 10	
11/27/15	5246		FIRST BANKCARD	SEAL WATCH SIGNS	2862308 · Supplies & Materials 62	(818.00)
			FIRST BANKCARD	SIGNAGE	4866308 · Supplies & Materials 66	(74.60)
			FIRST BANKCARD	POOL LIGHTING	4866308 · Supplies & Materials 66	(63.95)
			FIRST BANKCARD	POOL WEBSITE	4866308 · Supplies & Materials 66	(74.96)
			FIRST BANKCARD	P & R SUPPLIES	4862308 · Supplies & Materials 62	(85.02)
			FIRST BANKCARD	ARC TRAINING -CLOUD	4862306 · Meetings & Travel 62	(339.00)
11/27/15	0570		FIRST BANKCARD	CITY HALL	1013224 · Interior Maintenance	(77.74)
			FIRST BANKCARD	50TH ANNIVERSARY SUPPLIES	1051310 · Public Relations 51	(401.87)
			FIRST BANKCARD	PROJ 4865	1000251 · Development Deposits	(659.95)
			FIRST BANKCARD	VETS HALL	4865309 · Misc Operating Expens...	(325.05)
			FIRST BANKCARD	COMPUTER SOFTWARE	1018224 · Software Maintenance	(296.78)
11/27/15	9739		FIRST BANKCARD	OFFICE SUPPLIES	1013308 · Supplies & Materials 13	(285.10)
			FIRST BANKCARD	OFFICE SUPPLIES	1022169 · Uniform Allowance	(38.79)
11/27/15	9259		FIRST BANKCARD	MEETING LUNCHEON	1047306 · Meetings & Travel 47	(63.21)
			FIRST BANKCARD	OFFICE SUPPLIES	1037201 · Supplies & Materials 37	(11.19)
			FIRST BANKCARD	SAFETY SUPPLIES	1045308 · Supplies & Materials 45	(21.96)
			FIRST BANKCARD	SAFETY SUPPLIES	1030308 · Supplies & Materials 30	(83.89)
TOTAL						(3,721.06)
12/09/15	87107	GUZMAN, JOSEPHINE	GUZMAN, JOSEPH...	INVOICE #1003	1000101 · Operating Cash 10	
12/06/15	1003		GUZMAN, JOSEPHI...	11-23-15 CC MINUTES	1011211 · Elections Contract	(135.00)
TOTAL						(135.00)
12/09/15	87108	JOY EQUIPMENT PROTECTION INC	JOY EQUIPMENT P...	INVOICE #63879	1000101 · Operating Cash 10	
11/06/15	63879		JOY EQUIPMENT P...	FIRE EXTINGUISHERS	4866308 · Supplies & Materials 66	(287.60)
TOTAL						(287.60)
12/09/15	87109	MISSION UNIFORM SERVICE	MISSION UNIFORM...	NOVEMBER 2015 UNIFORM	1000101 · Operating Cash 10	
11/30/15	NOV 2015 ...		MISSION UNIFORM...	UNIFORM EXPENSE	2531198 · Uniform Rental 31	(128.86)
			MISSION UNIFORM...	UNIFORM EXPENSE	3332198 · Uniform Rental 32	(128.90)
			MISSION UNIFORM...	UNIFORM EXPENSE	1013198 · Uniform Rental 13	(64.45)
			MISSION UNIFORM...	UNIFORM EXPENSE	2361198 · Uniform Rental 61	(64.45)
TOTAL						(386.66)
12/09/15	87110	PROFESSIONAL WASH CENTER	PROFESSIONAL W...	8562	1000101 · Operating Cash 10	
12/01/15	8562		PROFESSIONAL W...	PBIAAB BANNERS	3845222 · Marketing/Project Carpi...	(18.75)
TOTAL						(18.75)
12/09/15	87111	ROBERT BROWN ENGINEERS	ROBERT BROWN ...	INVOICE #237-4101	1000101 · Operating Cash 10	

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11/24/15	237-4101		ROBERT BROWN ...	PROJ 11494	1000251 · Development Deposits	(102.85)
TOTAL						(102.85)
12/09/15	87112	SANTA BARBARA ATHLETIC ASSOCIATION	SANTA BARBARA ...	2016 TRIATHLON LISTING	1000101 · Operating Cash 10	
12/03/15	2016 TRIAT...		SANTA BARBARA ...	TRIATHLON PROMOTION 2016	4863300 · Triathlon Expense	(100.00)
TOTAL						(100.00)
12/09/15	87113	SANTA BARBARA COUNTY, PLANNING & ...	SANTA BARBARA ...	INVOICE OCT15RCTS	1000101 · Operating Cash 10	
11/16/15	OCT15RCTS		SANTA BARBARA ...	PROJ 1769	1000251 · Development Deposits	(665.60)
TOTAL						(665.60)
12/09/15	87114	SANTA BARBARA SAND & TOP SOIL CORP	SANTA BARBARA ...	INVOICE #107417	1000101 · Operating Cash 10	
11/15/15	107417		SANTA BARBARA ...	PUBLIC WORKS YARD	2531308 · Supplies & Materials 31	(351.00)
TOTAL						(351.00)
12/09/15	87115	SEUI LOCAL 620	SEUI LOCAL 620	PAYROLL 12-10-15	1000101 · Operating Cash 10	
12/08/15	PAYROLL 1...		SEUI LOCAL 620	PAYROLL 12-10-15	1000229 · SEIU Local 620	(181.93)
TOTAL						(181.93)
12/09/15	87116	SO CA EDISON	SO CA EDISON		1000101 · Operating Cash 10	
12/01/15	2-22-684-64...		SO CA EDISON	STREET LIGHTING	2923220 · Street Lighting	(31.81)
12/01/15	2-14-791-58...		SO CA EDISON	STREET LIGHTING	2923220 · Street Lighting	(106.19)
12/02/15	2-32-832-75...		SO CA EDISON	PROJ 4865	1000251 · Development Deposits	(718.56)
12/02/15	2-30-652-42...		SO CA EDISON	VETS HALL	4865309 · Misc Operating Expens...	(353.91)
12/03/15	2-26-504-72...		SO CA EDISON	SEASIDE BUILDING	4865309 · Misc Operating Expens...	(83.59)
TOTAL					2923210 · Traffic Signals	(32.09)
						(1,326.15)
12/09/15	87117	SO CA GAS COMPANY	SO CA GAS COMP...	VOID: 016-913-9500-6	1000101 · Operating Cash 10	
TOTAL						0.00
12/09/15	87119	STAPLES ADVANTAGE	STAPLES ADVANT...	VOID:	1000101 · Operating Cash 10	
TOTAL						0.00
12/09/15	87120	STRADLING YOCCA CARLSON & RAUTH	STRADLING YOCC...	302725-0001	1000101 · Operating Cash 10	
11/30/15	302725-0001		STRADLING YOCC...	MISC EMPLOYMENT MATTERS	1017309 · Miscellaneous Expense	(118.50)
TOTAL						(118.50)

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12/09/15	87121	THE STORAGE PLACE	THE STORAGE PL...	STORAGE DECEMBER 2015	1000101 · Operating Cash 10	
12/03/15	2898		THE STORAGE PL...	OFFSITE STORAGE RENTAL	1013221 · Miscellaneous Contract...	(325.00)
TOTAL						(325.00)
12/09/15	87122	UNITED WAY OF SANTA BARBARA COUN...	UNITED WAY OF S...	PAYROLL 12-10-15	1000101 · Operating Cash 10	
12/08/15	PAYROLL 1...		UNITED WAY OF S...	PAYROLL 12-10-15	1000224 · United Way Payable	(24.00)
TOTAL						(24.00)
12/09/15	87123	VANTAGEPOINT TRANSFER AGENTS - 457	VANTAGEPOINT T...	VOID: PAYROLL 12-10-15	1000101 · Operating Cash 10	
TOTAL						0.00
12/09/15	87124	VERIZON CALIFORNIA	VERIZON CALIFOR...	011711126512506601	1000101 · Operating Cash 10	
11/22/15	0117111265...		VERIZON CALIFOR...	OUTSIDE PD	1013301 · Telephone 13	(94.67)
TOTAL						(94.67)
12/09/15	87125	VILLEDA, DULCE *	VILLEDA, DULCE *	VETS HALL REFUND	1000101 · Operating Cash 10	
11/27/15	VETS HALL...		VILLEDA, DULCE *	CLEANING DEPOSIT REFUND	1000231 · Veterans Building Depo...	(292.50)
TOTAL						(292.50)
12/09/15	87126	WAUSAU TILE INC	WAUSAU TILE INC	VOID: 494289	1000101 · Operating Cash 10	
TOTAL						0.00
12/09/15	87126	WAUSAU TILE INC	WAUSAU TILE INC	494289	1000101 · Operating Cash 10	
11/17/15	494289		WAUSAU TILE INC	ROW	3332308 · Supplies & Materials 32	(4,048.88)
TOTAL						(4,048.88)
12/09/15	87127	A-OK POWER EQUIPMENT	A-OK POWER EQU...		1000101 · Operating Cash 10	
11/16/15	134926		A-OK POWER EQU...	PW SHOP	2531308 · Supplies & Materials 31	(90.11)
11/17/15	132437		A-OK POWER EQU...	KEISER SAFETY ACCT	2531197 · Indiv Equip Reimburse...	(156.60)
TOTAL						(246.71)
12/09/15	87128	SO CA GAS COMPANY	SO CA GAS COMP...	016-913-9500-6	1000101 · Operating Cash 10	
12/04/15	016-913-95...		SO CA GAS COMP...	CIVIC CENTER	1013314 · Utility - Natural Gas	(488.32)
TOTAL						(488.32)
12/09/15	87129	STAPLES ADVANTAGE	STAPLES ADVANT...		1000101 · Operating Cash 10	

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11/17/15	3284389805		STAPLES ADVANT...	OFFICE SUPPLIES	1013308 · Supplies & Materials 13	(15.58)
11/18/15	3284444860		STAPLES ADVANT...	COMPUTER PRODUCT	1070417 · Computer Hardware	(485.99)
			STAPLES ADVANT...	OFFICE SUPPLIES	1013308 · Supplies & Materials 13	(129.57)
11/19/15	3284504138		STAPLES ADVANT...	PW SUPPLIES	2531308 · Supplies & Materials 31	(40.11)
11/20/15	3284611360		STAPLES ADVANT...	OFFICE SUPPLIES	1013308 · Supplies & Materials 13	(25.98)
11/20/15	3284611359		STAPLES ADVANT...	OFFICE SUPPLIES	1013308 · Supplies & Materials 13	(164.12)
11/26/15	3285139413		STAPLES ADVANT...	OFFICE SUPPLIES	1013308 · Supplies & Materials 13	(51.96)
TOTAL						(913.31)
12/09/15	87130	T. ROWE PRICE	T. ROWE PRICE	PAYROLL CONTRIBUTION - ANTHONY VEGA	1000101 · Operating Cash 10	
12/09/15	PAYROLL 1...		T. ROWE PRICE	PAYROLL 12-10-15 - ANTHONY VEGA	1000105 · ICMA Cash	(50.00)
TOTAL						(50.00)
12/09/15	87131	VANTAGEPOINT TRANSFER AGENTS - 457	VANTAGEPOINT T...	PAYROLL 12-10-15	1000101 · Operating Cash 10	
12/08/15	PAYROLL 1...		VANTAGEPOINT T...	PAYROLL 12-10-15	1000105 · ICMA Cash	(1,075.00)
TOTAL						(1,075.00)
12/16/15	87132	BARCLAY CARD US	BARCLAY CARD US		1000101 · Operating Cash 10	
12/12/15			BARCLAY CARD US		2862308 · Supplies & Materials 62	(260.02)
			BARCLAY CARD US		4866308 · Supplies & Materials 66	(148.64)
TOTAL						(408.66)
12/16/15	87133	CENTRAL COAST IMAGING SOLUTIONS	CENTRAL COAST I...		1000101 · Operating Cash 10	
12/08/15	AR31787		CENTRAL COAST I...	AR31787	1018222 · Equipment Maintenance	(382.16)
12/08/15	AR31788		CENTRAL COAST I...		1018222 · Equipment Maintenance	(53.38)
TOTAL						(435.54)
12/16/15	87134	COAST OFFICE TECHNOLOGY	COAST OFFICE TE...	backup exec renewal	1000101 · Operating Cash 10	
12/07/15	2015123		COAST OFFICE TE...	backup exec renewal	1070417 · Computer Hardware	(379.60)
TOTAL						(379.60)
12/16/15	87135	COASTAL VIEW NEWS	COASTAL VIEW N...		1000101 · Operating Cash 10	
12/08/15	47017		COASTAL VIEW NE...	FIRST FRIDAY	1044302 · Marketing Materials	(768.00)
12/08/15	47045		COASTAL VIEW NE...	SHOP/SEND LOCAL	1044302 · Marketing Materials	(578.00)
TOTAL						(1,346.00)
12/16/15	87136	DUDEK	DUDEK		1000101 · Operating Cash 10	
12/07/15	20156050		DUDEK	PROJ 1522	1000251 · Development Deposits	(2,675.30)
TOTAL						(2,675.30)
12/16/15	87137	LEAGUE OF CA CITIES	LEAGUE OF CA CI...	102500	1000101 · Operating Cash 10	

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12/01/15	102500		LEAGUE OF CA CI...	NEEDS ASSESSMENT	1030305 · Dues & Subscriptions 30	(200.00)
TOTAL						(200.00)
12/16/15	87138	SANTA BARBARA COUNTY, PUBLIC WOR...	SANTA BARBARA ...	MULCH SALES /WOOD OVERS	1000101 · Operating Cash 10	
12/01/15			SANTA BARBARA ...	MULCH SALES	3323220 · Parking Lot Landscape	(276.10)
TOTAL						(276.10)
12/16/15	87139	SWRCB FEES	SWRCB FEES	SW-0104356	1000101 · Operating Cash 10	
11/17/15	SW-0104356		SWRCB FEES	SW-0104356	1072217 · WM Program Implemen...	(6,869.00)
TOTAL						(6,869.00)
12/16/15	87140	WIP COMMUNICATIONS, INC	WIP COMMUNICAT...		1000101 · Operating Cash 10	
09/23/15	244627		WIP COMMUNICAT...	PHONE SYSTEM INSTALLATION	1013301 · Telephone 13	(420.00)
09/25/15	244628		WIP COMMUNICAT...	PHONE SYSTEM INSTALLATION	1013301 · Telephone 13	(125.00)
10/12/15	244678		WIP COMMUNICAT...	PHONE SYSTEM INSTALLATION	1013301 · Telephone 13	(125.00)
12/08/15	244830		WIP COMMUNICAT...	phone system	1070417 · Computer Hardware	(2,698.52)
TOTAL						(3,368.52)
12/16/15	87141	PETER LAPIDUS CONSTRUCTION	PETER LAPIDUS C...	GRADE FOR MEMORIAL SIGN PERMIT	1000101 · Operating Cash 10	
12/14/15	3009		PETER LAPIDUS C...	GRADE FOR MEMORIAL SIGN PERMIT	3100242 · Park Improvements DIF	(1,800.00)
TOTAL						(1,800.00)
12/16/15	87142	SAFETY STRIPING SERVICE INC	SAFETY STRIPING ...	CUSTOMER #0302	1000101 · Operating Cash 10	
11/24/15	716048		SAFETY STRIPING ...	STREET MARKINGS @ VARIOUS LOCATIONS	2531225 · Thermoplast/Striping	(12,699.93)
TOTAL						(12,699.93)
12/16/15	87143	SANTA BARBARA COUNTY, SHERIFF'S D...	SANTA BARBARA ...		1000101 · Operating Cash 10	
11/24/15	16-131		SANTA BARBARA ...	SHERIFF OVERTIME	1021215 · Sheriff's Overtime	(979.53)
11/26/15	16-126		SANTA BARBARA ...	CONTRACT SERVICES	1021214 · SB County Sheriff	(276,199.42)
			SANTA BARBARA ...	CONTRACT SERVICES	1000150 · COPS Grant Receivable	(8,333.33)
			SANTA BARBARA ...	CONTRACT SERVICES	1121214 · SB County Sheriff 11	(1,303.25)
TOTAL						(286,815.53)
12/16/15	87144	SANTA BARBARA PEST CONTROL	SANTA BARBARA ...		1000101 · Operating Cash 10	
11/18/15	66798		SANTA BARBARA ...	RODENT CONTROL	3332223 · Chemical Treatment	(65.00)
11/18/15	66799		SANTA BARBARA ...	PROJ 4865	1000251 · Development Deposits	(30.15)
			SANTA BARBARA ...	VETS HALL	4865309 · Misc Operating Expens...	(14.85)
TOTAL						(110.00)
12/16/15	87145	FIRST BANKCARD	FIRST BANKCARD	1644	1000101 · Operating Cash 10	

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12/16/15	1644		FIRST BANKCARD	NEW LAW/ELECTIONS SEMINAR	1016228 · Employee Training	(450.00)
TOTAL						(450.00)
12/16/15	87146	FIRST BANKCARD	FIRST BANKCARD	1438	1000101 · Operating Cash 10	
12/16/15	1438		FIRST BANKCARD	EMPLOYEE AWARDS	1016310 · Employee/Public Relati...	(905.02)
			FIRST BANKCARD	EMPLOYEE AWARDS	1016310 · Employee/Public Relati...	(96.13)
			FIRST BANKCARD	CAMPBELL RETIREMENT	1016310 · Employee/Public Relati...	(4.31)
			FIRST BANKCARD	CAMPBELL RETIREMENT	1016310 · Employee/Public Relati...	(43.93)
			FIRST BANKCARD	CAMPBELL RETIREMENT	1016310 · Employee/Public Relati...	(60.48)
			FIRST BANKCARD	CAMPBELL RETIREMENT	1016310 · Employee/Public Relati...	(3.10)
TOTAL						(1,112.97)
12/18/15	87147	CARPINTERIA VALLEY CHAMBER OF CO...	CARPINTERIA VAL...	SILVER CORPORATE SPONSORSHIP	1000101 · Operating Cash 10	
12/18/15			CARPINTERIA VAL...	COMMUNITY AWARDS BANQUET SILVER SP...	1051310 · Public Relations 51	(1,400.00)
TOTAL						(1,400.00)
12/23/15	87148	ACCESS CONTROL SECURITY, INC.	ACCESS CONTRO...		1000101 · Operating Cash 10	
11/17/15	0022557		ACCESS CONTRO...		4848352 · VETS HALL RENTALS	(119.40)
TOTAL						(119.40)
12/23/15	87149	ALAMO SELF STORAGE	ALAMO SELF STO...	VOID:	1000101 · Operating Cash 10	
TOTAL						0.00
12/23/15	87150	ALL AROUND LANDSCAPE SUPPLY	ALL AROUND LAN...		1000101 · Operating Cash 10	
11/23/15	S1843147.0...		ALL AROUND LAN...	PARKS	2361221 · Miscellaneous Contracts	(25.35)
11/24/15	S1843281.0...		ALL AROUND LAN...	PARKS	2361221 · Miscellaneous Contracts	(41.01)
TOTAL						(66.36)
12/23/15	87151	ANIMAL MEDICAL CLINIC	ANIMAL MEDICAL ...	INVOICE #172450	1000101 · Operating Cash 10	
12/11/15	172450		ANIMAL MEDICAL ...	ANIMAL SHELTERING	1047213 · Animal Sheltering	(1,545.00)
TOTAL						(1,545.00)
12/23/15	87152	ASBURY ENVIRONMENTAL SVCS	ASBURY ENVIRON...	CIT510	1000101 · Operating Cash 10	
11/20/15	130549092		ASBURY ENVIRON...	USED OIL COLLECTION	2000261 · Deferred Revenue 20	(55.00)
			ASBURY ENVIRON...	USED OIL COLLECTION	2079275 · Public Work Grants	(55.00)
TOTAL						(110.00)
12/23/15	87153	AT & T MOBILITY	AT & T MOBILITY	ACCOUNT 828848611	1000101 · Operating Cash 10	

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12/05/15	828848611		AT & T MOBILITY	POOL SUPT	4866308 · Supplies & Materials 66	(98.69)
			AT & T MOBILITY	ASP/AC	4868308 · Supplies & Materials 68	(62.81)
			AT & T MOBILITY	PARK MTC	2862308 · Supplies & Materials 62	(12.83)
			AT & T MOBILITY	BEACH	2862308 · Supplies & Materials 62	(57.81)
TOTAL						(232.14)
12/23/15	87154	BENGAL ENGINEERING	BENGAL ENGINEE...		1000101 · Operating Cash 10	
11/16/15	2761		BENGAL ENGINEE...	RINCON TRAIL MEASURE A GRANT	2000261 · Deferred Revenue 20	(825.00)
12/18/15	2807		BENGAL ENGINEE...	RINCON TRAIL MEASURE A GRANT	2000261 · Deferred Revenue 20	(39,057.50)
TOTAL						(39,882.50)
12/23/15	87155	BERYLWOOD TREE FARM	BERYLWOOD TRE...	INVOICE #10234	1000101 · Operating Cash 10	
12/02/15	10234		BERYLWOOD TRE...	CITY TREES	3332220 · Public Tree Maintenance	(1,381.38)
TOTAL						(1,381.38)
12/23/15	87156	CALIFORNIA ELECTRIC SUPPLY	CALIFORNIA ELEC...	60-22980	1000101 · Operating Cash 10	
12/03/15	7700-414131		CALIFORNIA ELEC...	POOL	4866308 · Supplies & Materials 66	(19.28)
TOTAL						(19.28)
12/23/15	87157	CalPERS	CalPERS	JANUARY 2015 HEALTH	1000101 · Operating Cash 10	
12/22/15	JAN 2016 H...		CalPERS	JANUARY 2016 HEALTH	1051194 · Wellness 51	(4,661.12)
			CalPERS	JANUARY 2016 HEALTH	1011194 · Wellness 11	(1,877.65)
			CalPERS	JANUARY 2016 HEALTH	1012194 · Wellness 12	(3,980.04)
			CalPERS	JANUARY 2016 HEALTH	1013194 · Wellness 13	(1,472.98)
			CalPERS	JANUARY 2016 HEALTH	1014194 · Wellness 14	(4,366.62)
			CalPERS	JANUARY 2016 HEALTH	1016194 · Wellness 16	(666.91)
			CalPERS	JANUARY 2016 HEALTH	1030194 · Wellness 30	(5,471.08)
			CalPERS	JANUARY 2016 HEALTH	2531194 · Wellness 31	(4,418.94)
			CalPERS	JANUARY 2016 HEALTH	1041194 · Wellness 41	(4,397.04)
			CalPERS	JANUARY 2016 HEALTH	1042194 · Wellness 42	(1,413.96)
			CalPERS	JANUARY 2016 HEALTH	1069194 · Wellness 69	(2,155.50)
			CalPERS	JANUARY 2016 HEALTH	1022194 · Wellness 22	(2,606.04)
			CalPERS	JANUARY 2016 HEALTH	2361194 · Wellness 61	(1,472.98)
			CalPERS	JANUARY 2016 HEALTH	3332194 · Wellness 32	(2,606.04)
			CalPERS	JANUARY 2016 HEALTH	1044194 · Wellness 44	(1,472.98)
			CalPERS	PROJ 4860	1000251 · Development Deposits	(320.98)
			CalPERS	JANUARY 2016 HEALTH	1016196 · Health Insurance Surch...	(158.38)
			CalPERS	JANUARY 2016 HEALTH	4868194 · Wellness 68	(1,133.06)
TOTAL						(44,652.30)
12/23/15	87158	CARPINTERIA-SUMMERLAND FIRE DISTR...	CARPINTERIA-SU...	NOVEMBER 2015 FIRE FEES	1000101 · Operating Cash 10	
12/16/15	NOV FIRE F...		CARPINTERIA-SU...	PROJ 1798	1000261 · Fire District Fees	(205.00)
			CARPINTERIA-SU...	PROJ 1800	1000261 · Fire District Fees	(205.00)
TOTAL						(410.00)

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Date	Num	Name	Source Name	Memo	Account	Paid Amount
12/23/15	87159	CARPINTERIA LOCK & KEY	CARPINTERIA LOC...	INVOICE #2067	1000101 · Operating Cash 10	
12/08/15	2067		CARPINTERIA LOC...	PROJ 4865	1000251 · Development Deposits	(9.72)
TOTAL						(9.72)
12/23/15	87160	CHANNEL ISLANDS DO IT BEST	CHANNEL ISLAND...	10001	1000101 · Operating Cash 10	
11/30/15	NOV 2015 B...		CHANNEL ISLAND...	UNIT 250 KEYS	1022308 · Supplies & Materials 22	(6.13)
			CHANNEL ISLAND...	CITY HALL	1013224 · Interior Maintenance	(27.91)
			CHANNEL ISLAND...	POOL	4866308 · Supplies & Materials 66	(26.35)
			CHANNEL ISLAND...	CITY HALL	1013224 · Interior Maintenance	(39.52)
			CHANNEL ISLAND...	PW YARD	3332308 · Supplies & Materials 32	(52.73)
			CHANNEL ISLAND...	PW YARD	3332308 · Supplies & Materials 32	(40.82)
			CHANNEL ISLAND...	PW SHOP	3332308 · Supplies & Materials 32	(28.54)
			CHANNEL ISLAND...	POOL	4866308 · Supplies & Materials 66	(7.90)
TOTAL						(229.90)
12/23/15	87161	CHEVRON & TEXACO BUSINESS CARD S...	CHEVRON & TEXA...	789-819-058-7	1000101 · Operating Cash 10	
12/21/15	46214741		CHEVRON & TEXA...	VEHICLE FUEL	1013307 · Vehicle Oper & Mainten...	(208.03)
			CHEVRON & TEXA...	VEHICLE FUEL	3332307 · Vehicle Oper & Mainten...	(502.79)
TOTAL						(710.82)
12/23/15	87162	CLEAN HARBORS ENVIRONMENTAL SER...	CLEAN HARBORS ...	INVOICE #1001175697	1000101 · Operating Cash 10	
11/02/15	1001175697		CLEAN HARBORS ...	ABOP PICK;UP	3937224 · ABOP Collection	(463.00)
TOTAL						(463.00)
12/23/15	87163	COASTAL VIEW NEWS	COASTAL VIEW N...		1000101 · Operating Cash 10	
12/08/15	47057		COASTAL VIEW NE...	PET ADS	1047303 · Printing & Advertising 47	(20.00)
12/08/15	47063		COASTAL VIEW NE...	OIL PAYMENT PROGRAM	2000261 · Deferred Revenue 20	(215.00)
TOTAL						(235.00)
12/23/15	87164	DATA TICKET INC	DATA TICKET INC	INVOICE 66909	1000101 · Operating Cash 10	
12/18/15	66909		DATA TICKET INC	CITATION PROCESSING	1022214 · Hearing Officer	(200.00)
TOTAL						(200.00)
12/23/15	87165	FIRST BANKCARD	FIRST BANKCARD	5544	1000101 · Operating Cash 10	
11/27/15	5544		FIRST BANKCARD	EMPLOYEE RETIREMENT	1012306 · Meetings & Travel 12	(18.40)
			FIRST BANKCARD	CM MEETING	1012306 · Meetings & Travel 12	(650.00)
TOTAL						(668.40)
12/23/15	87166	FLAG FACTORY, THE	FLAG FACTORY, T...	INVOICE 22980	1000101 · Operating Cash 10	
11/19/15	22980		FLAG FACTORY, T...	CITY HALL	1013225 · Grounds Maintenance	(299.70)
			FLAG FACTORY, T...	ROW	3332308 · Supplies & Materials 32	(299.70)

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TOTAL						(599.40)
12/23/15	87167	GRAINGER	GRAINGER		1000101 · Operating Cash 10	
11/16/15	9894738963		GRAINGER	PW SHOP	2531308 · Supplies & Materials 31	(95.78)
11/16/15	9894942508		GRAINGER	PROJ 4865	1000251 · Development Deposits	(50.67)
TOTAL						(146.45)
12/23/15	87168	HINDERLITER DE LLAMAS	HINDERLITER DE ...	INVOICE 0024543-IN	1000101 · Operating Cash 10	
11/27/15	0024543-IN		HINDERLITER DE L...	CONTRACT SERVICES - SALES TAX 4TH QUA...	1010121 · SALES TAX	(900.00)
TOTAL						(900.00)
12/23/15	87169	HOME DEPOT CREDIT SERVICES	HOME DEPOT CRE...	ACCT #1587	1000101 · Operating Cash 10	
11/04/15	1587		HOME DEPOT CRE...	SIDEWALK REPAIRS	2531308 · Supplies & Materials 31	(76.81)
TOTAL						(76.81)
12/23/15	87170	HOUSE SANITARY SUPPLY	HOUSE SANITARY ...		1000101 · Operating Cash 10	
11/04/15	153227		HOUSE SANITARY ...	POOL	4866308 · Supplies & Materials 66	(40.66)
11/04/15	153171		HOUSE SANITARY ...	POOL	4866308 · Supplies & Materials 66	(186.84)
TOTAL						(227.50)
12/23/15	87171	MCCORMIX CORP	MCCORMIX CORP	INVOICE #910153	1000101 · Operating Cash 10	
11/30/15	910153		MCCORMIX CORP	PW VEHICLE FUEL	3332307 · Vehicle Oper & Mainten...	(86.70)
TOTAL						(86.70)
12/23/15	87172	METLIFE - GROUP BENEFITS	METLIFE - GROUP ...	DECEMBER 2015 DENTAL	1000101 · Operating Cash 10	
12/15/15	DEC 2015 D...		METLIFE - GROUP ...	DEC 2015 DENTAL	1051194 · Wellness 51	(472.72)
			METLIFE - GROUP ...	DEC 2015 DENTAL	1011194 · Wellness 11	(179.42)
			METLIFE - GROUP ...	DEC 2015 DENTAL	1012194 · Wellness 12	(429.64)
			METLIFE - GROUP ...	DEC 2015 DENTAL	1013194 · Wellness 13	(193.28)
			METLIFE - GROUP ...	DEC 2015 DENTAL	1014194 · Wellness 14	(386.56)
			METLIFE - GROUP ...	DEC 2015 DENTAL	1016194 · Wellness 16	(58.03)
			METLIFE - GROUP ...	DEC 2015 DENTAL	1030194 · Wellness 30	(548.91)
			METLIFE - GROUP ...	DEC 2015 DENTAL	2531194 · Wellness 31	(579.84)
			METLIFE - GROUP ...	DEC 2015 DENTAL	1041194 · Wellness 41	(562.77)
			METLIFE - GROUP ...	DEC 2015 DENTAL	1042194 · Wellness 42	(193.28)
			METLIFE - GROUP ...	DEC 2015 DENTAL	1069194 · Wellness 69	(251.31)
			METLIFE - GROUP ...	DEC 2015 DENTAL	1022194 · Wellness 22	(237.45)
			METLIFE - GROUP ...	DEC 2015 DENTAL	3332194 · Wellness 32	(311.46)
			METLIFE - GROUP ...	DEC 2015 DENTAL	1044194 · Wellness 44	(193.28)
			METLIFE - GROUP ...	DEC 2015 DENTAL	2361194 · Wellness 61	(193.28)
			METLIFE - GROUP ...	DEC 2015 DENTAL	4868194 · Wellness 68	(116.06)
TOTAL						(4,907.29)

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12/23/15	87173	MNS ENGINEERS INC	MNS ENGINEERS I...		1000101 · Operating Cash 10	
11/20/15	66277		MNS ENGINEERS I...	PROJ 5436	1000251 · Development Deposits	(1,670.00)
11/20/15	66278		MNS ENGINEERS I...	PROJ 1742	1000251 · Development Deposits	(1,407.50)
11/20/15	66279		MNS ENGINEERS I...	ARBOR TRAILER PARK	2779623 · Ped Facilities Improve...	(1,050.00)
11/20/15	66280		MNS ENGINEERS I...	DIF STORM DRAIN	3100234 · DIF Storm Drain	(375.00)
			MNS ENGINEERS I...	DIF STORM DRAIN	3179611 · Storm Drains 31	(375.00)
11/20/15	66281		MNS ENGINEERS I...	PROJ 5591	1000251 · Development Deposits	(7,560.00)
12/14/15	66358		MNS ENGINEERS I...	PROJ 5436	1000251 · Development Deposits	(2,050.00)
12/14/15	66359		MNS ENGINEERS I...	PROJ 1742	1000251 · Development Deposits	(2,275.00)
12/14/15	66360		MNS ENGINEERS I...	PROJ 5591	1000251 · Development Deposits	(3,510.00)
TOTAL						(20,272.50)
12/23/15	87174	NACA	NACA	2016 MEMBERSHIP	1000101 · Operating Cash 10	
12/08/15	2016 MEMB...		NACA	2014 MEMBERSHIP - ECHEVERRIA, TORRES, ...	1022305 · Dues & Subscriptions 22	(125.00)
TOTAL						(125.00)
12/23/15	87175	PETER LAPIDUS CONSTRUCTION	PETER LAPIDUS C...	VOID: 3060	1000101 · Operating Cash 10	
TOTAL						0.00
12/23/15	87176	PQL LIGHTING	PQL LIGHTING	INVOICE #386313	1000101 · Operating Cash 10	
11/17/15	386313		PQL LIGHTING	CIVIC CENTER	1013224 · Interior Maintenance	(132.64)
TOTAL						(132.64)
12/23/15	87177	PRAXAIR	PRAXAIR	INVOICE #5492044	1000101 · Operating Cash 10	
11/20/15	54292044		PRAXAIR	PW SUPPL,IES	2531308 · Supplies & Materials 31	(28.18)
TOTAL						(28.18)
12/23/15	87178	ROCKWELL PRINTING	ROCKWELL PRINT...	INVOICE #27406	1000101 · Operating Cash 10	
12/18/15	27406		ROCKWELL PRINTI...	BUSINESS CARDS - AUDELO	1012308 · Supplies & Materials 12	(45.36)
TOTAL						(45.36)
12/23/15	87179	SANTA BARBARA COUNTY, PUBLIC WOR...	SANTA BARBARA ...	INVOICE #IRWMP Q1 15-16	1000101 · Operating Cash 10	
12/14/15	IRWMP Q1 ...		SANTA BARBARA ...	CITY 50% IRWMP PARTICIPATION	1072217 · WM Program Implemen...	(233.00)
TOTAL						(233.00)
12/23/15	87180	SANTA BARBARA COUNTY, SHERIFF'S D...	SANTA BARBARA ...	16-134	1000101 · Operating Cash 10	
12/01/15	16-134		SANTA BARBARA ...	SHERIFF OVERTIME	1021215 · Sheriff's Overtime	(268.78)
TOTAL						(268.78)

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12/23/15	87181	SANTA BARBARA SAND & TOP SOIL CORP	SANTA BARBARA ...		1000101 · Operating Cash 10	
11/24/15	171347		SANTA BARBARA ...	PUBLIC WORKS YARD	2531308 · Supplies & Materials 31	(359.22)
11/25/15	171356		SANTA BARBARA ...	PUBLIC WORKS YARD	2531308 · Supplies & Materials 31	(386.30)
TOTAL						(745.52)
12/23/15	87182	SESAC	SESAC	2016 LICENSING AGREEMENT	1000101 · Operating Cash 10	
12/11/15	2016 LICEN...		SESAC	2016 LICENSING AGREEMENT	3845222 · Marketing/Project Carpi...	(378.00)
TOTAL						(378.00)
12/23/15	87183	SO CA EDISON	SO CA EDISON	2-01-201-6465	1000101 · Operating Cash 10	
12/09/15	2-01-201-64...		SO CA EDISON	STREET LIGHTING	2923220 · Street Lighting	(7,617.57)
TOTAL						(7,617.57)
12/23/15	87184	SO CA GAS COMPANY	SO CA GAS COMP...		1000101 · Operating Cash 10	
12/07/15	006-514-27...		SO CA GAS COMP...	POOL	4866314 · Utility - Natural Gas 66	(2,620.54)
12/07/15	140-914-30...		SO CA GAS COMP...	PROJ 4865	1000251 · Development Deposits	(111.84)
			SO CA GAS COMP...	VETS HALL	4865309 · Misc Operating Expens...	(55.08)
12/07/15	014-914-32...		SO CA GAS COMP...	SEASIDE	4865309 · Misc Operating Expens...	(35.34)
TOTAL						(2,822.80)
12/23/15	87185	STAPLES ADVANTAGE	STAPLES ADVANT...	3284898074	1000101 · Operating Cash 10	
11/22/15	3284898074		STAPLES ADVANT...	POOL	4866308 · Supplies & Materials 66	(248.73)
TOTAL						(248.73)
12/23/15	87186	THE REGENTS OF THE UNIV OF CA	THE REGENTS OF ...	CALGRIP EVALUATION REF. 820604	1000101 · Operating Cash 10	
12/04/15	820604		THE REGENTS OF ...	CALGRIP GRANT	2000261 · Deferred Revenue 20	(7,500.00)
TOTAL						(7,500.00)
12/23/15	87187	TOM WATTS AUTOMOTIVE	TOM WATTS AUTO...	INVOICE 035091	1000101 · Operating Cash 10	
12/11/15	035091		TOM WATTS AUTO...	VEHICLE REPAIR	2531307 · Vehicle Oper & Mainten...	(372.54)
TOTAL						(372.54)
12/23/15	87188	TRIBUNE MEDIA SERVICES, INC.	TRIBUNE MEDIA S...	INVOICE #0667110	1000101 · Operating Cash 10	
12/01/15	0667110		TRIBUNE MEDIA S...	PROJ 4863 LISTINGS GATV	1000251 · Development Deposits	(59.71)
TOTAL						(59.71)
12/23/15	87189	VAN ATTA ASSOCIATES INC	VAN ATTA ASSOCI...		1000101 · Operating Cash 10	
11/23/15	5449		VAN ATTA ASSOCI...	RINCON TRAIL GRANT	2000261 · Deferred Revenue 20	(212.50)

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TOTAL						(212.50)
12/23/15	87190	VERIZON CALIFORNIA	VERIZON CALIFOR...		1000101 · Operating Cash 10	
11/28/15	0117111143...		VERIZON CALIFOR...	CIVIC CENTER	1013301 · Telephone 13	(169.23)
			VERIZON CALIFOR...	PW	2531301 · Telephone 31	(7.55)
			VERIZON CALIFOR...	BEACH	2862301 · Telephone 62	(120.80)
			VERIZON CALIFOR...	POOL	4866301 · Telephone 66	(235.25)
			VERIZON CALIFOR...	CONCESSION	2864308 · Supplies & Materials 64	(113.71)
12/07/15	0117111213...		VERIZON CALIFOR...	BOAT HOUSE	2862301 · Telephone 62	(192.15)
TOTAL						(838.69)
12/23/15	87191	WESTERN EXTERMINATOR COMPANY	WESTERN EXTER...	NOV 2015 BILLING	1000101 · Operating Cash 10	
11/30/15	NOV 2015 B...		WESTERN EXTER...	PROJ 4865 MEDICAL CLINIC	1000251 · Development Deposits	(48.50)
TOTAL						(48.50)
12/23/15	87192	ALAMO SELF STORAGE	ALAMO SELF STO...	OFFSITE STORAGE FEES	1000101 · Operating Cash 10	
12/14/15			ALAMO SELF STO...	OFFSITE STORAGE FEES	1013221 · Miscellaneous Contract...	(335.00)
TOTAL						(335.00)
12/23/15	87193	AFLAC	AFLAC	INVOICE #082904	1000101 · Operating Cash 10	
12/11/15	082904		AFLAC	WELLNESS - DECEMBER	2361194 · Wellness 61	(48.80)
			AFLAC	WELLNESS - DECEMBER	1016194 · Wellness 16	(64.30)
			AFLAC	WELLNESS - DECEMBER	1041194 · Wellness 41	(24.10)
			AFLAC	WELLNESS - DECEMBER	1051194 · Wellness 51	(43.30)
			AFLAC	WELLNESS - DECEMBER	1012194 · Wellness 12	(62.60)
			AFLAC	WELLNESS - DECEMBER	1030194 · Wellness 30	(43.30)
			AFLAC	WELLNESS - DECEMBER	1022194 · Wellness 22	(23.60)
			AFLAC	WELLNESS - DECEMBER	1042194 · Wellness 42	(100.76)
			AFLAC	WELLNESS - DECEMBER	1041194 · Wellness 41	(32.20)
			AFLAC	WELLNESS - DECEMBER	1022194 · Wellness 22	(35.10)
			AFLAC	WELLNESS - DECEMBER	2531194 · Wellness 31	(48.80)
			AFLAC	WELLNESS - DECEMBER	1042194 · Wellness 42	(63.10)
			AFLAC	WELLNESS - DECEMBER	1030194 · Wellness 30	(29.60)
			AFLAC	WELLNESS - DECEMBER	2531194 · Wellness 31	(52.10)
			AFLAC	WELLNESS - DECEMBER	3332194 · Wellness 32	(106.80)
			AFLAC	WELLNESS - DECEMBER	1069194 · Wellness 69	(56.96)
			AFLAC	WELLNESS - DECEMBER	1014194 · Wellness 14	(50.31)
			AFLAC	WELLNESS - DECEMBER	1069194 · Wellness 69	(69.70)
			AFLAC	WELLNESS - DECEMBER	1051194 · Wellness 51	(32.20)
			AFLAC	WELLNESS - DECEMBER	2531194 · Wellness 31	(48.80)
TOTAL						(1,036.43)
12/23/15	87194	ALL AROUND LANDSCAPE SUPPLY	ALL AROUND LAN...		1000101 · Operating Cash 10	
11/30/15	S1844019.0...		ALL AROUND LAN...	ROW	3332308 · Supplies & Materials 32	(23.62)
11/30/15	S1844361.0...		ALL AROUND LAN...	FINANCE CHARGE	2361221 · Miscellaneous Contracts	(2.76)
12/02/15	S1844842.0...		ALL AROUND LAN...	POOL	4866308 · Supplies & Materials 66	(21.34)

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Date	Num	Name	Source Name	Memo	Account	Paid Amount
TOTAL						(47.72)
12/23/15	87195	BIG GREEN CLEANING COMPANY	BIG GREEN CLEA...		1000101 - Operating Cash 10	
11/30/15	469460		BIG GREEN CLEAN...	9TH ST BRIDGE	3332221 - Miscellaneous Contract...	(130.00)
11/30/15	469466		BIG GREEN CLEAN...	ELM AVE	3332221 - Miscellaneous Contract...	(65.00)
11/30/15	469474		BIG GREEN CLEAN...	ROW	3332221 - Miscellaneous Contract...	(375.00)
11/30/15	469456		BIG GREEN CLEAN...	VETS HALL	4865309 - Misc Operating Expens...	(330.00)
12/01/15	468781		BIG GREEN CLEAN...	ASH AVE	2861225 - Marsh Park Maintenance	(371.00)
			BIG GREEN CLEAN...	VETS HALL	3332221 - Miscellaneous Contract...	(742.00)
			BIG GREEN CLEAN...	PARKS	2361221 - Miscellaneous Contracts	(1,488.00)
12/01/15	468777		BIG GREEN CLEAN...	CITY HALL	1013224 - Interior Maintenance	(861.00)
			BIG GREEN CLEAN...	VETS HALL	4865224 - Custodial Services	(776.00)
12/01/15	468775		BIG GREEN CLEAN...	CITY HALL	4865309 - Misc Operating Expens...	(177.00)
TOTAL						(5,315.00)
12/23/15	87196	COAST OFFICE TECHNOLOGY	COAST OFFICE TE...	INVOICE #4974	1000101 - Operating Cash 10	
12/01/15	4974		COAST OFFICE TE...	COMPUTER MAINTENANCE	1018220 - System Administration	(3,622.50)
TOTAL						(3,622.50)
12/23/15	87197	COASTWALK, INC	COASTWALK, INC	INVOICE #251	1000101 - Operating Cash 10	
11/30/15	251		COASTWALK, INC	COASTAL TRAIL ASSOCIATION ANNUAL MEM...	2862305 - Dues & Subscriptions 62	(500.00)
TOTAL						(500.00)
12/23/15	87198	COLSON'S TOWING INC	COLSON'S TOWIN...	INVOICE 2385	1000101 - Operating Cash 10	
12/01/15	2385		COLSON'S TOWIN...	VEHICLE REPAIR	2531307 - Vehicle Oper & Mainten...	(460.32)
TOTAL						(460.32)
12/23/15	87199	GRANICUS	GRANICUS	3 MONTHLY MANAGED SERVICE	1000101 - Operating Cash 10	
12/01/15	71350		GRANICUS	3 MONTHLY MANAGED SERVICE	1018224 - Software Maintenance	(1,797.00)
TOTAL						(1,797.00)
12/23/15	87200	MUNICIPAL CODE CORPORATION	MUNICIPAL CODE ...	VOID:	1000101 - Operating Cash 10	
TOTAL						0.00
12/23/15	87201	OFFICE MAX	OFFICE MAX	INVOICE #492775	1000101 - Operating Cash 10	
12/02/15	492775		OFFICE MAX	OFFICE SUPPLIES	1013308 - Supplies & Materials 13	(117.89)
TOTAL						(117.89)
12/23/15	87202	REAL GREEN GARDENING	REAL GREEN GAR...		1000101 - Operating Cash 10	
11/30/15	NOV 2015 S...		REAL GREEN GAR...	BAILARD	2361306 - Bluffs Park Expense	(540.00)

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Date	Num	Name	Source Name	Memo	Account	Paid Amount
			REAL GREEN GAR...	CARP CREEK	2361225 · Park Maintenance 61	(540.00)
			REAL GREEN GAR...	PROJ 4865	1000251 · Development Deposits	(75.00)
			REAL GREEN GAR...	PALM TO LINDEN TRAIL GRANT	2000261 · Deferred Revenue 20	(540.00)
			REAL GREEN GAR...	MARSH	2861225 · Marsh Park Maintenance	(450.00)
			REAL GREEN GAR...	MONTE VISTA	2361225 · Park Maintenance 61	(1,375.00)
			REAL GREEN GAR...	SEASIDE	4865220 · Grounds Maintenance 65	(275.00)
			REAL GREEN GAR...	COASTAL TRAIL	2861225 · Marsh Park Maintenance	(360.00)
			REAL GREEN GAR...	TAR PITTS	2861225 · Marsh Park Maintenance	(450.00)
			REAL GREEN GAR...	PROJ 4865	1000251 · Development Deposits	(120.60)
			REAL GREEN GAR...	VETS HALL	4865309 · Misc Operating Expens...	(59.40)
			REAL GREEN GAR...	VIOLA FIELDS	2361306 · Bluffs Park Expense	(720.00)
11/30/15	0001449		REAL GREEN GAR...	TRAIN STATION	3332225 · ROW Maintenance 32	(650.00)
TOTAL						(6,155.00)
12/23/15	87203	REVENUE & COST SPECIALIST LLC	REVENUE & COST ...	CARP50	1000101 · Operating Cash 10	
12/02/15	8600		REVENUE & COST ...	ONE OF SIX	1014225 · Fee Schedule Update	(2,550.00)
TOTAL						(2,550.00)
12/23/15	87204	SATCOM GLOBAL FZE	SATCOM GLOBAL ...	INVOICE AS12150983	1000101 · Operating Cash 10	
12/01/15	AS12150983		SATCOM GLOBAL ...	IRIDIUM TRADE-UP	1024215 · Disaster Preparedness	(42.75)
TOTAL						(42.75)
12/23/15	87205	TRANSAMERICA EMPLOYEE BENEFITS	TRANSAMERICA E...	GROUP ID#G000026466	1000101 · Operating Cash 10	
12/31/15	JAN 2015 ...		TRANSAMERICA E...	JAN 2015 WELLNESS	1030194 · Wellness 30	(18.75)
			TRANSAMERICA E...	JAN 2015 WELLNESS	1016194 · Wellness 16	(35.70)
			TRANSAMERICA E...	JAN 2015 WELLNESS	1030194 · Wellness 30	(56.75)
			TRANSAMERICA E...	JAN 2015 WELLNESS	1041194 · Wellness 41	(36.45)
			TRANSAMERICA E...	JAN 2015 WELLNESS	1051194 · Wellness 51	(33.12)
			TRANSAMERICA E...	JAN 2015 WELLNESS	4868194 · Wellness 68	(35.70)
			TRANSAMERICA E...	JAN 2015 WELLNESS	1011194 · Wellness 11	(18.75)
			TRANSAMERICA E...	JAN 2015 WELLNESS	1030194 · Wellness 30	(40.68)
			TRANSAMERICA E...	JAN 2015 WELLNESS	1012194 · Wellness 12	(33.12)
			TRANSAMERICA E...	JAN 2015 WELLNESS	1022194 · Wellness 22	(35.70)
			TRANSAMERICA E...	JAN 2015 WELLNESS	1042194 · Wellness 42	(99.37)
			TRANSAMERICA E...	JAN 2015 WELLNESS	1041194 · Wellness 41	(87.43)
			TRANSAMERICA E...	JAN 2015 WELLNESS	1041194 · Wellness 41	(33.12)
			TRANSAMERICA E...	JAN 2015 WELLNESS	1022194 · Wellness 22	(72.48)
			TRANSAMERICA E...	JAN 2015 WELLNESS	1012194 · Wellness 12	(18.75)
			TRANSAMERICA E...	JAN 2015 WELLNESS	1042194 · Wellness 42	(67.40)
			TRANSAMERICA E...	JAN 2015 WELLNESS	2531194 · Wellness 31	(109.37)
			TRANSAMERICA E...	JAN 2015 WELLNESS	1030194 · Wellness 30	(35.70)
			TRANSAMERICA E...	JAN 2015 WELLNESS	2531194 · Wellness 31	(67.40)
			TRANSAMERICA E...	JAN 2015 WELLNESS	1011194 · Wellness 11	(35.70)
			TRANSAMERICA E...	JAN 2015 WELLNESS	1022194 · Wellness 22	(18.75)
			TRANSAMERICA E...	JAN 2015 WELLNESS	4868194 · Wellness 68	(18.75)
TOTAL						(1,008.94)
12/23/15	87206	WATER GEAR INC	WATER GEAR INC	INVOICE 00246927	1000101 · Operating Cash 10	

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Date	Num	Name	Source Name	Memo	Account	Paid Amount
11/30/15	00246927		WATER GEAR INC	POOL RESALE ITEMS	4866350 · Supplies for Resale	(230.47)
TOTAL						(230.47)
12/23/15	87207	MUNICIPAL CODE CORPORATION	MUNICIPAL CODE ...		1000101 · Operating Cash 10	
12/01/15	000264096		MUNICIPAL CODE ...	ANNUAL WEB HOSTING	1011221 · Contract Services 11	(500.00)
			MUNICIPAL CODE ...	CODEBANK ARCHIVES	1011221 · Contract Services 11	(150.00)
12/16/15	00264461		MUNICIPAL CODE ...	MUNICODE UPDATES	1011221 · Contract Services 11	(713.26)
TOTAL						(1,363.26)
12/23/15	87208	PETER LAPIDUS CONSTRUCTION	PETER LAPIDUS C...	3060	1000101 · Operating Cash 10	
12/15/15	3060		PETER LAPIDUS C...	SAND BERM	2862221 · Beach Dune Maintenance	(11,910.00)
TOTAL						(11,910.00)
12/23/15	87209	CALIFORNIA STATE DISBURSEMENT UNIT	CALIFORNIA STAT...	CASE NUMBER 0850182383-01	1000101 · Operating Cash 10	
12/24/15	PAYROLL 1...		CALIFORNIA STAT...	PAYROLL WITHHOLDING 12-24-15	1000105 · ICMA Cash	(330.46)
TOTAL						(330.46)
12/23/15	87210	EDD-SDI	EDD-SDI	776-5147-9	1000101 · Operating Cash 10	
12/10/15	PAYROLL 1...		EDD-SDI	PAYROLL 12-24-15	1000223 · SDI Withheld	(992.08)
TOTAL						(992.08)
12/23/15	87211	EDD-SIT	EDD-SIT	932-0283-6	1000101 · Operating Cash 10	
12/10/15	PAYROLL 1...		EDD-SIT	PAYROLL 12-24-15	1000221 · SIT Withheld	(4,321.93)
TOTAL						(4,321.93)
12/23/15	87212	SEUI LOCAL 620	SEUI LOCAL 620	PAYROLL 12-24-15	1000101 · Operating Cash 10	
12/24/15	PAYROLL 1...		SEUI LOCAL 620	PAYROLL 12-24-15	1000229 · SEIU Local 620	(181.93)
TOTAL						(181.93)
12/23/15	87213	T. ROWE PRICE	T. ROWE PRICE	PAYROLL CONTRIBUTION - ANTHONY VEGA	1000101 · Operating Cash 10	
12/24/15	PAYROLL 1...		T. ROWE PRICE	PAYROLL 12-24-15 - ANTHONY VEGA	1000105 · ICMA Cash	(50.00)
TOTAL						(50.00)
12/23/15	87214	UNITED WAY OF SANTA BARBARA COUN...	UNITED WAY OF S...	PAYROLL 12-24-15	1000101 · Operating Cash 10	
12/24/15	PAYROLL 1...		UNITED WAY OF S...	PAYROLL 12-24-15	1000224 · United Way Payable	(24.00)
TOTAL						(24.00)
12/23/15	87215	VANTAGEPOINT TRANSFER AGENTS - 457	VANTAGEPOINT T...	PAYROLL 12-24-15	1000101 · Operating Cash 10	

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Date	Num	Name	Source Name	Memo	Account	Paid Amount
12/24/15	PAYROLL 1...		VANTAGEPOINT T...	PAYROLL 12-24-15	1000105 · ICMA Cash	(1,075.00)
TOTAL						(1,075.00)
12/30/15	87216	ATT	ATT	ACCOUNT 030-602-5152-001	1000101 · Operating Cash 10	
12/12/15	0306025152...		ATT	CIVIC CENTER	1013301 · Telephone 13	(26.12)
			ATT	PW	2531301 · Telephone 31	(1.16)
			ATT	BEACH	2862301 · Telephone 62	(4.24)
			ATT	POOL	4866301 · Telephone 66	(4.67)
TOTAL						(36.19)
12/30/15	87217	BALMADRID, ARLENE	BALMADRID, ARL...	REIMBURSEMENT	1000101 · Operating Cash 10	
12/28/15	REIMBURS...		BALMADRID, ARLE...	HOLIDAY PARTY REIMBURSEMENT	1016310 · Employee/Public Relati...	(105.27)
TOTAL						(105.27)
12/30/15	87218	BROWNSTEIN HYATT FARBER SCHRECK	BROWNSTEIN HYA...		1000101 · Operating Cash 10	
12/21/15	623780		BROWNSTEIN HYA...	PROJECT 1786	1000251 · Development Deposits	(2,808.00)
12/21/15	623778		BROWNSTEIN HYA...	CITY ATTORNEY RETAINER	1017220 · City Attorney Retainer	(48,861.67)
TOTAL						(51,669.67)
12/30/15	87219	CARPINTERIA HIGH SCHOOL BOOSTER C...	CARPINTERIA HIG...	VETS HALL REFUND	1000101 · Operating Cash 10	
12/21/15	VETS HALL...		CARPINTERIA HIG...	VETS HALL REFUND	1000231 · Veterans Building Depo...	(200.00)
			CARPINTERIA HIG...	SECURITY REFUND	4848352 · VETS HALL RENTALS	(557.75)
TOTAL						(757.75)
12/30/15	87220	COASTAL VIEW NEWS	COASTAL VIEW N...		1000101 · Operating Cash 10	
12/08/15	47024		COASTAL VIEW NE...	LEGAL NOTICES - BID LIST	1030308 · Supplies & Materials 30	(63.00)
12/21/15	47096		COASTAL VIEW NE...	LEGAL NOTICES 3	1011303 · Printing & Advertising 11	(83.16)
12/21/15	47086		COASTAL VIEW NE...	LEGAL NOTICES 3	1011303 · Printing & Advertising 11	(288.00)
TOTAL						(434.16)
12/30/15	87221	COONEY, CHRISTIE	COONEY, CHRISTIE	DEPOSIT REFUND	1000101 · Operating Cash 10	
12/21/15	DEPOSIT R...		COONEY, CHRISTIE	DEPOSIT REFUND	1000231 · Veterans Building Depo...	(100.00)
TOTAL						(100.00)
12/30/15	87222	FEDEX	FEDEX	5-252-83485	1000101 · Operating Cash 10	
12/11/15	5-252-83485		FEDEX	DIF HWY INTERCHANGE	3100232 · DIF Highway Interchange	(19.04)
			FEDEX	DIF HWY INTERCHANGE	3179616 · FHWA HBR 31	(19.04)
			FEDEX	SHIPPING CHARGES	1030308 · Supplies & Materials 30	(19.04)
TOTAL						(57.12)

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Date	Num	Name	Source Name	Memo	Account	Paid Amount
12/07/15	VETS HALL		DOUGLAS HARDW...	REFINISH FLOORS @ VETS HALL	4865309 · Misc Operating Expens...	(3,550.00)
TOTAL						(3,550.00)
12/30/15	87232	LAWSON PRODUCTS INC	LAWSON PRODUC...	9303749784	1000101 · Operating Cash 10	
12/08/15	9303749784		LAWSON PRODUC...	GENERAL SHOP SUPPLIES	3332308 · Supplies & Materials 32	(329.37)
TOTAL						(329.37)
12/30/15	87233	PACIFIC PLUMBING SPECIALITIES	PACIFIC PLUMBIN...	INVOICE 623-0	1000101 · Operating Cash 10	
12/09/15	623-0		PACIFIC PLUMBIN...	DOWNTOWN ROW	3332308 · Supplies & Materials 32	(71.07)
TOTAL						(71.07)
12/30/15	87234	UTILITY COST MANAGEMENT LLC	UTILITY COST MA...	INVOICE #20927	1000101 · Operating Cash 10	
12/10/15	20927		UTILITY COST MAN...	STREET LIGHTING SERVICE	2923220 · Street Lighting	(195.00)
TOTAL						(195.00)
12/30/15	87235	BH SKATING PARKS LLC	BH SKATING PAR...	SNOWDAY 2016	1000101 · Operating Cash 10	
12/21/15	SNOWDAY ...		BH SKATING PARK...	SNOW DAY SKATING RINK 2016	1044302 · Marketing Materials	(2,349.00)
TOTAL						(2,349.00)

TOTAL \$650,771.49

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Date	Num	Name	Source Name	Memo	Account	Paid Amount
12/30/15	87223	NEXTECH	NEXTECH	NEX15-122	1000101 · Operating Cash 10	
10/12/15	NEX15-122		NEXTECH	TRAFFIC SIGNALS	2734224 · Traffic Engineering Ret...	(4,646.59)
TOTAL						(4,646.59)
12/30/15	87224	PACIFIC PLUMBING SPECIALITIES	PACIFIC PLUMBIN...	INVOICE 612-0	1000101 · Operating Cash 10	
12/04/15	612-0		PACIFIC PLUMBIN...	DOWNTOWN RESTROOMS	2531308 · Supplies & Materials 31	(218.39)
TOTAL						(218.39)
12/30/15	87225	SO CA EDISON	SO CA EDISON		1000101 · Operating Cash 10	
12/19/15	2-25-126-20...		SO CA EDISON	VIOLA	2361313 · Utility - Electric 23	(33.75)
12/19/15	2-27-939-99...		SO CA EDISON	HOCKEY RINK	1013314 · Utility - Natural Gas	(25.24)
TOTAL						(58.99)
12/30/15	87226	THE BOTTOM LINE	THE BOTTOM LINE	INVOICE #8959	1000101 · Operating Cash 10	
12/28/15	8959		THE BOTTOM LINE	QUICKBOOKS CONSULTING	1018220 · System Administration	(575.00)
TOTAL						(575.00)
12/30/15	87227	WISSING, ALICE	WISSING, ALICE	PC 12-07-15	1000101 · Operating Cash 10	
12/21/15	PC 12-07-15		WISSING, ALICE	PROJ 1785	1000251 · Development Deposits	(200.00)
			WISSING, ALICE	PROJ 1793	1000251 · Development Deposits	(60.00)
			WISSING, ALICE	PROJ 1786	1000251 · Development Deposits	(60.00)
			WISSING, ALICE	MISC PC MINUTES	1041225 · Misc. Planning Contracts	(60.00)
TOTAL						(380.00)
12/30/15	87228	ARYA ICE CREAM	ARYA ICE CREAM	3915121002	1000101 · Operating Cash 10	
12/10/15	3915121002		ARYA ICE CREAM	POOL RESALE ITEMS	4866350 · Supplies for Resale	(77.36)
TOTAL						(77.36)
12/30/15	87229	AVILA AND ASSOCIATES	AVILA AND ASSOC...		1000101 · Operating Cash 10	
12/08/15	1819		AVILA AND ASSOC...	PROJ 1522 FEMA MAP REVISION	1000251 · Development Deposits	(1,311.87)
12/09/15	1820		AVILA AND ASSOC...	PROJ 1522 FEMA MAP REVISION	1000251 · Development Deposits	(1,564.95)
12/10/15	1821		AVILA AND ASSOC...	PROJ 1522 FEMA MAP REVISION	1000251 · Development Deposits	(3,396.58)
TOTAL						(6,273.40)
12/30/15	87230	CAL-COAST MACHINERY, INC.	CAL-COAST MACH...	INVOICE 292211	1000101 · Operating Cash 10	
12/08/15	3493		CAL-COAST MACHI...	INVOICE 292211	2862308 · Supplies & Materials 62	(1,323.17)
TOTAL						(1,323.17)
12/30/15	87231	DOUGLAS HARDWOOD FLOORS	DOUGLAS HARDW...	FLOORS @ VETS HALL	1000101 · Operating Cash 10	



City of Carpinteria

COUNCIL AGENDA STAFF REPORT January 11, 2016

ITEM FOR COUNCIL CONSIDERATION

Adopt resolution No. 5640 naming the southern most youth baseball diamond in El Carro Park as the David Patrick Crooks Field.

STAFF RECOMMENDATION

Action Item X ; Non-Action Item ____

Staff makes no recommendation. The City Council has complete discretion on this action and may act accordingly.

Motion: I move to adopt Resolution Number 5640 as read by title only.

BACKGROUND

The City has received a request from members of the public to consider the naming of a youth baseball field at El Carro Park after David Patrick Crooks.

The Mayor has requested that this matter be considered by the City Council.

DISCUSSION

Many communities will consider naming requests for significant public improvements in several categories. The history of a major event, place or person may play an important role in naming of a public improvement in order to honor the history of a city, its founders, other historical figures, its heritage or prominent geographical locations. The Tomol Interpretive Play Area or Heath Ranch Park are examples in Carpinteria where the name is respective to Carpinteria's history and its Native American heritage.

Communities will also consider naming an important public improvement when a generous donation has been made to help fund a project. The City purchased the Carpinteria Bluffs Nature Preserve property from the Land Trust for Santa Barbara

County with the understanding that the sports fields would be named the Viola Fields at the direction of a major donor to the acquisition effort.

In many cases, a community decides to name a public improvement based upon the contributions made by outstanding individuals and is often based on the contribution that person has made to the community in volunteerism and leadership. For example, the Wayne Ferren Amphitheatre was named due to the exemplary vision and leadership exhibited by Mr. Ferren in the planning and construction of the Carpinteria Salt Marsh Nature Park.

The City has received a request to name one of the youth baseball diamonds after a local Little League baseball advocate and volunteer. David Patrick Crooks has shown visionary leadership and hard work in his efforts to promote youth baseball in Carpinteria. He was involved in the initiation of the Carpinteria Valley Little League in 1997 and has served as its President. He has served the community and the CVLL as a coach, groundskeeper, fundraiser, promoter, umpire and diplomat. His efforts have had an enduring positive effect on hundreds of Carpinteria Youth over the last decade that continue to benefit Carpinteria parks and community.

The City of Carpinteria has not adopted a policy regarding naming public improvements such as a park or other public improvements. The City's practice has been to consider and approve naming opportunities on a case by case basis.

POLICY CONSISTENCY

No policy analysis is provided as a part of this report.

FINANCIAL CONSIDERATIONS

The naming and acknowledgment of El Carro park's southern youth baseball field, now known as Field One will require some replacement signage. Unless donations are received to install a specific type or style of sign, the City will likely replace the existing sign with a new one of similar style but with new wording. The replacement sign is expected to cost less between \$400 to \$600 dollars.

LEGAL

No legal analysis is provided as a part of this report.

OPTIONS

The City Council could decline the request to name the field.

PRINCIPAL PARTIES EXPECTED AT MEETING

David Crooks Family Members

ATTACHMENTS

Resolution No. 5640
Letter proposing naming consideration

Staff contact: Matthew Roberts
(805) 755-4449 Mattr@ci.Carpinteria.ca.us


Signature

Reviewed by: Dave Durlinger, City Manager

Signature

RESOLUTION NO. 5640

**A RESOLUTION OF THE CARPINTERIA CITY COUNCIL NAMING THE SOUTHERN
MOST YOUTH BASEBALL DIAMOND AT EI CARRO PARK IN THE NAME OF
DAVID PATRICK CROOKS**

WHEREAS, El Carro Park is an important youth sport park in Carpinteria; and

WHEREAS, The community's youth and the community at large benefit greatly from youth sports programs that engender physical fitness, self-esteem, sportsmanship and team work that can last a lifetime, and

WHEREAS, for youth sports programs to prosper, dedicated volunteers must organize, promote, schedule and conduct youth sports games and leagues, and

WHEREAS, David Patrick Crooks has demonstrated selfless volunteerism, leadership and dedication to the Carpinteria's youth through his work as President, coach, promoter and umpire;

NOW THEREFORE The Carpinteria City Council hereby resolves:

To name the southern most youth baseball diamond in El Carro Park in honor of David Patrick Crooks to commemorate excellence in public volunteerism and leadership for the benefit of the community of Carpinteria and its youth.

PASSED, APPROVED AND ADOPTED this 11th day of January, 2016 by the following called vote:

AYES: COUNCIL MEMBER:

NOES: COUNCIL MEMBER:

ABSENT: COUNCIL MEMBER:

ATTEST:

Mayor, City of Carpinteria

City Clerk, City of Carpinteria

I hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of the City of Carpinteria held the 11th day of January, 2016.

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



EL CARRO PARK

Data SUMMIT SFML © 2013

Mr. Roberts,

My name is Kyle Crooks, and I am writing a letter on behalf of my family. This is in regards to my father, David Crooks. My intention in writing is for your consideration of the following proposal:

I would like to propose that the front baseball field at El Carro Park be renamed to "David Crooks Diamond" or Davey Boy's Diamond (a testament to the character of the kid's remain young), in honor of my father.

Please allow me to explain:

About 20 years ago, after watching all three of his sons work through youth baseball in Carpinteria, my dad saw the need to invest in the youth of our town in a lasting way. With a number of kids that had little direction or love coming their way, his role as a father expanded from just me and my brothers to a large group of kids over several generations.

In 1996, my father and a small group of parents signed a charter to bring Little League baseball to Carpinteria. 1997 was the first season, and since then, my father has not taken a year off. He was the inaugural president, and has stepped back into that role several times. He's been a coach, groundskeeper, hot dog slinger, PR personality, and protector. He has most faithfully served as an umpire each year, ensuring that he gets to be face-to-face with every child who wears a uniform.

There are numbers of kids, mostly the ones who grew up with me and my brothers, that would consider my dad the only father figure they've had. Now we are grown, and raising families of our own. It's surreal to step out onto those fields again, and see my dad still there, raking the field, calling balls and strikes, teaching children lessons that are more applicable to life than baseball: respect, service, commitment, hard work, and fun.

You see, most parents have no problem coaching and supporting their kids through different seasons of life. Something unique in my father is that his sons have come and gone, but he has not. His boys have long outgrown the uniforms and Saturday's taking the field, but his footprints still cover every inch of that field. We have moved on, creating kingdoms of our own, but his has remained at El Carro.

There is in my father an example also echoed in the Little League Pledge..."I will play fair and strive to win, but win or lose I will always do my best!" His passion and undertaking of this effort we believe is driven by a calling to provide every boy and girl in this community with an opportunity to "Play Ball." Not only is it an opportunity to learn the fundamentals of baseball, but an occasion to be a part of something greater. Little league baseball has provided this town with a sense of community. He has told us the little leaguers deserve the best. That is why he continues to provide his selfless service to this cause. Our future generations depend on men and women to volunteer their time and energy. We feel he is an exemplary figure of a community volunteer.

I would be mistaken if I said this was something my father agrees with - naming a field in his honor. To him, he is just another person in the community that has stepped in to serve Carpineria's youth. In fact, he would never want this memorial approved, because too many others have been involved who are just as deserving in his eyes. And I do agree with him, partly. When there was a void, he filled it. He took an initiative that others did not. Countless people rallied around his vision, and have also faithfully served in their time. But his continued devotion speaks for itself. His love for the game has really and truly been spurred by his love for the kids who played it.

I appreciate your time and energy with this proposal, and do pray it finds favor and merit in your eyes.

Respectfully,

Kyle Crooks (on behalf of the Crooks family)



City of Carpinteria

COUNCIL AGENDA STAFF REPORT January 11, 2016

ITEM FOR COUNCIL CONSIDERATION

Recommendation and Findings from the City of Carpinteria Tree Advisory Board's Annual Tree Tour

STAFF RECOMMENDATION

Action Item X ; Non-Action Item

That the City Council support the Tree Advisory Board and Staff recommendations to remove the trees listed herein and replace with an approved tree species from the City Street Tree Management Plan.

Motion: I move to support the Tree Advisory Board and Staff recommendations to remove the trees listed herein and replace with an approved tree species from the City Street Tree Management Plan.

BACKGROUND

The City has a Street Tree Management Program relating to the planting, care, maintenance, removal, and replacement of trees, shrubs and any other plantings in public areas governed by Carpinteria Municipal Code (Chapter 12.28 CMC). More specifically, pursuant to CMC Section 12.28.210, property owners desiring that a tree be removed and/or replaced within the public right-of-way fronting their property may submit a letter of request to the City seeking action. Public requests and City staff recommendations are received throughout the year. Each October, to assist in its making recommendations, the City Tree Advisory Board (TAB) compiles a list of requests for tree replacements and schedules a site visit to see each tree i.e., the "Tree Tour". Trees nominated for replacement in this process are posted and notice is published in the newspaper indicating the dates of the TAB site visit and subsequent public meetings. The TAB recommendations are then forwarded to the City Council for review. Property owners requesting tree removals have been encouraged to attend the

TAB meeting and the subsequent City Council meeting. It should be noted that pursuant to CMC Chapter 12.28, the City Council's approval of the TAB decisions for tree replacement is only required upon public appeal, but it has been the City's practice to present such matters to City Council for authorization.

DISCUSSION

On October 24, 2015 the TAB visited each of the following tree sites as noted on the following table. Photos of each tree are provided in Attachment A of this report. The table also documents the TAB recommendations made at its November 5, 2015 meeting addressing each property owner's request. The approved pallet of replacement trees is listed and available for review in the City's approved Street Tree Management Plan (STMP). The scheduling of tree replacements is based on having new trees available for planting, and/or the availability of construction crews to perform necessary repairs to curb, gutter, and sidewalk as may be needed.

The City's practice has been to provide replacement trees based on the adjacent property owner's preference from the approved tree species list for that roadway in the STMP, when possible, if a tree in front of their property is determined to be unhealthy, hazardous, or undesirable in accordance with CMC Chapter 12.28.210(A)(1-10).

Tree Location	TAB/Staff Recommendations
5641 Calle Pacific (Glossy Privet) See Figure 1	<u>TAB recommendation:</u> Tree be retained and direct Public Works to make necessary repairs to sidewalk as needed. <u>Basis for recommendation:</u> Tree is healthy and causing minimal damage to public street/right-of-way. <u>Additional Staff comments:</u> None.
5653 Calle Pacific (Glossy Privet) See Figure 2	<u>TAB recommendation:</u> Tree be removed and replaced. <u>Basis for recommendation:</u> Tree has caused damage to sidewalk and adjacent to utility boxes. <u>Additional Staff comments:</u> Replacement selection will be based on a review of the trees in the area, planting space and other field information. Property owner's preference will also be taken into consideration. STMP designated replacement species:

	• Metrosideros Excelsus (NZ Christmas Tree) • Heteromeles Arbutifolia (Toyon) • Magnolia Grandiflora 'Russet'
420 Arbol Verde *Two on Calle Pacific (NZ Christmas Tree) See Figures 3, 4	<u>TAB recommendation:</u> Trees be retained. <u>Basis for recommendation:</u> Trees are healthy and not causing damage to the public street/right-of-way. <u>Additional Staff comments:</u> None.
810 Arbol Verde (American Sweet Gum) See Figure 5	<u>TAB recommendation:</u> Tree be removed and replaced. <u>Basis for recommendation:</u> Tree has caused extensive damage to the public street/right-of-way. <u>Additional Staff comments:</u> Replacement selection will be based on a review of the trees in the area, planting space and other field information. Property owner's preference will also be taken into consideration. STMP designated replacement species: • Liquidambar Styraciflua 'Rotundiloba' (Sweetgum) • Quercus Tomentella (Island Oak) • Pistacia Chinensis (Chinese Pistache)
5452 Cameo Road (Weeping Bottle Brush) See Figure 6	<u>TAB recommendation:</u> Tree be removed with no replacement due to a lack of planting space. <u>Basis for recommendation:</u> Tree is diseased/dying. <u>Additional Staff comments:</u> None.
5372 Ogan Road (Carrotwood) See Figure 7	<u>TAB recommendation:</u> The tree be removed and replaced. <u>Basis for recommendation:</u> Tree is causing damage to the public street/right-of-way. Several repairs have already been made in the past by City and property owner. <u>Additional Staff comments:</u>

	Replacement selection will be based on a review of the trees in the area, planting space and other field information. Property owner's preference will also be taken into consideration. STMP designated replacement species: • Quercus Tomentella (Island Oak) • Olea Europaea 'Swan Hill' (Olive) • Tristania Laurina (Water Gum)
5371 Santa Rosa Lane (NZ Christmas Tree) See Figure 8	<u>TAB recommendation:</u> Tree be retained. <u>Basis for recommendation:</u> Tree is healthy and not causing damage to the public street/right-of-way. <u>Additional Staff comments:</u> None.
5481 Granada Way (Carrotwood) See Figure 9	<u>TAB recommendation:</u> Tree be retained. <u>Basis for recommendation:</u> Tree is healthy and causing minimal damage to the public street/right-of-way. <u>Additional Staff comments:</u> None.
5489 Granada Way (Carrotwood) See Figure 10	<u>TAB recommendation:</u> Tree be removed with no replacement due to a lack of planting space. <u>Basis for recommendation:</u> Tree is structurally damaged. <u>Additional Staff comments:</u> None.
5497 Granada Way (Carrotwood) See Figure 11	<u>TAB recommendation:</u> Tree be removed with no replacement due to a lack of planting space. <u>Basis for recommendation:</u> Tree is severely damaged. <u>Additional Staff comments:</u> None.

1325 El Portal (Carrotwood) See Figure 12	<u>TAB recommendation:</u> Tree be retained. <u>Basis for recommendation:</u> Tree is healthy and not causing damage to the public street/right-of-way. <u>Additional Staff comments:</u> None.
5280 Ogan Road (American Sweet Gum) See Figure 13	<u>TAB recommendation:</u> Tree be removed and replaced. <u>Basis for recommendation:</u> Tree has structural damage. <u>Additional Staff comments:</u> Replacement selection will be based on a review of the trees in the area, planting space and other field information. Property owner's preference will also be taken into consideration. STMP designated replacement species: • Quercus Tomentella (Island Oak) • Olea Europaea 'Swan Hill' (Olive) • Tristania Laurina (Water Gum)
5413 El Carro Lane (Fern Pine) See Figure 14	<u>TAB recommendation:</u> Tree be removed and replaced. <u>Basis for recommendation:</u> Tree is causing extensive damage to the public right-of-way. <u>Additional Staff comments:</u> Replacement selection will be based on a review of the trees in the area, planting space and other field information. Property owner's preference will also be taken into consideration. STMP designated replacement species: • Tabebuia Impetiginosa (Pink Trumpet Tree) • Chitalpa Tashkentensis • Cassia Leptophylla (Gold Medallion Tree)
1435 Begonia Place (Carolina Laurel Cherry) See Figure 15	<u>TAB recommendation:</u> Tree be removed and replaced. <u>Basis for recommendation:</u> Tree has major health issues. <u>Additional Staff comments:</u> Replacement selection will be based on a review of the trees in the area, planting space and other field information. Property

	owner's preference will also be taken into consideration. STMP designated replacement species: • Pyrus Calleryana (Callery Pear) • Arbutus 'Marina' (Strawberry Tree) • Cercis Canadensis 'Forest Pansy'
4516 La Tierra (American Sweet Gum) See Figure 16	<u>TAB recommendation:</u> Tree be retained. <u>Basis for recommendation:</u> Tree is healthy and causing minimal damage to the public street/right-of-way. <u>Additional Staff comments:</u> None.
1496 Santa Ynez Avenue (Southern Magnolia) See Figure 17	<u>TAB recommendation:</u> Tree be removed and replaced. <u>Basis for recommendation:</u> Tree is overcrowding Coast Live Oak planted adjacent to it. <u>Additional Staff comments:</u> Replacement selection will be based on a review of the trees in the area, planting space and other field information. Property owner's preference will also be taken into consideration. STMP designated replacement species: • Magnolia Grandiflora 'Samuel Sommer' • Jacaranda Mimosifolia • Geijera Parviflora (Native Willow)
4486 La Tierra Lane (Silver Dollar Gum Eucalyptus) See Figure 18	<u>TAB recommendation:</u> Tree be retained. <u>Basis for recommendation:</u> Tree is healthy and causing minimal damage to the public street/right-of-way. <u>Additional Staff comments:</u> None.
4496 La Tierra Lane (Silver Dollar Gum Eucalyptus) See Figure 19	<u>TAB recommendation:</u> Tree be retained. <u>Basis for recommendation:</u> Tree is healthy and causing minimal damage to the public street/right-of-way.

	<u>Additional Staff comments:</u> None.
4823 7 th Street (Italian Stone Pine) See Figure 19	<u>TAB recommendation:</u> Item tabled until arborist report can be reviewed. Requested a special meeting to discuss 7 th Street Italian Stone Pines. <u>Additional Staff comments:</u> Public Works will present the TAB's final recommendation at a subsequent City Council meeting.
Parking Lot #1 (Carrotwood) See Figure 20	<u>TAB recommendation:</u> Tree be removed and replaced. <u>Basis for recommendation:</u> Tree is causing damage to the public right-of-way. <u>Additional Staff comments:</u> • STMP does not include replacement tree species for City parking lots. • Replacement selection will be based on a review of the trees in the area, planting space and other field information.

POLICY CONSISTENCY

This item is consistent with Chapter 12.28 of the Carpinteria Municipal Code 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-ways and easements.

FINANCIAL CONSIDERATIONS

The City's annual street tree maintenance budget is \$135,000 per year and \$25,000 a year for additional trimming, emergency maintenance, and normal tree replacements.

LEGAL

The Tree Advisory Board's role is to act in an advisory capacity to the City Council, City Manager and City Staff in the administration of CMC Chapter 12.28 with regard to all street tree matters. The City Council has the authority to confirm or modify those recommendations of the Board.

OPTIONS

The City Council could choose to:

1. Support the Tree Advisory Board's recommendations for tree replacements.
2. Not support the Tree Advisory Board's recommendations.

PRINCIPAL PARTIES EXPECTED AT MEETING

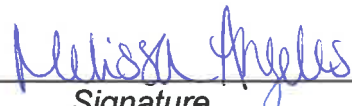
No principal parties are expected to attend.

ATTACHMENTS

Attachment A: Tree Site Photos – Figures 1 - 21

Staff contact:

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



Signature

Reviewed by:

Charles W. Ebeling, Public Works Director



Signature

Reviewed by: Dave Durflinger, City Manager



Signature

ATTACHMENT A

Tree Site Photos – Figures 1 - 21



Figure 1 – 5641 Calle Pacific



Figure 2 – 5653 Calle Pacific



Figure 3 – 420 Arbol Verde (Tree 1)



Figure 4 – 420 Arbol Verde (Tree 2)



Figure 5 – 810 Arbol Verde



Figure 6 – 5452 Cameo Road



Figure 7 – 5372 Ogan Road



Figure 8 – 5371 Santa Rosa Lane



Figure 9 – 5481 Granada Way



Figure 10 – 5489 Granada Way



Figure 11 – 5497 Granada Way



Figure 12 – 1325 El Portal



Figure 13 – 5280 Ogan Road



Figure 14 – 5413 El Carro Lane



Figure 15 – 1435 Begonia Drive



Figure 16 – 4516 La Tierra



Figure 17 – 1496 Santa Ynez Avenue



Figure 18 – 4486 La Tierra

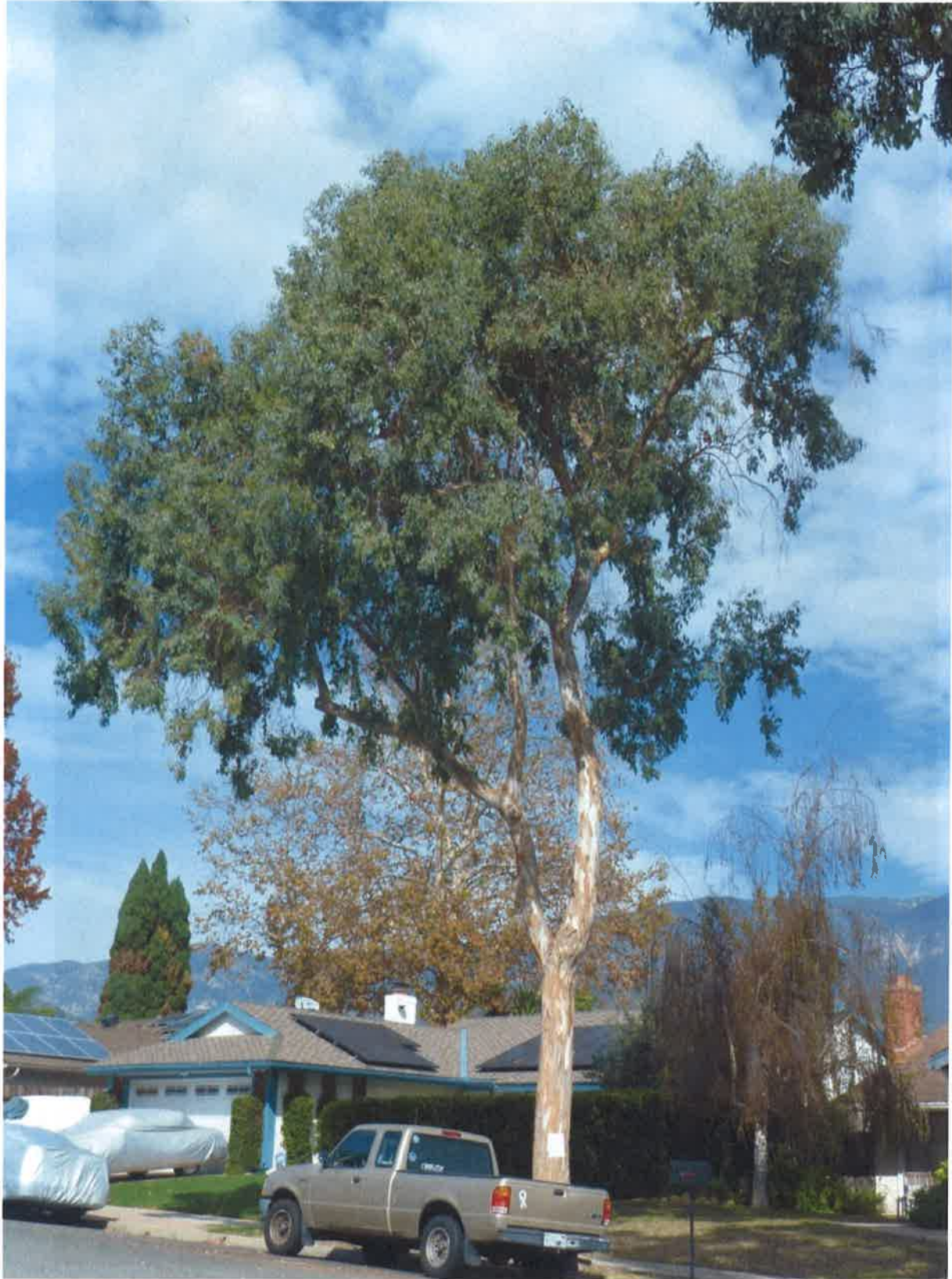


Figure 19 – 4496 La Tierra

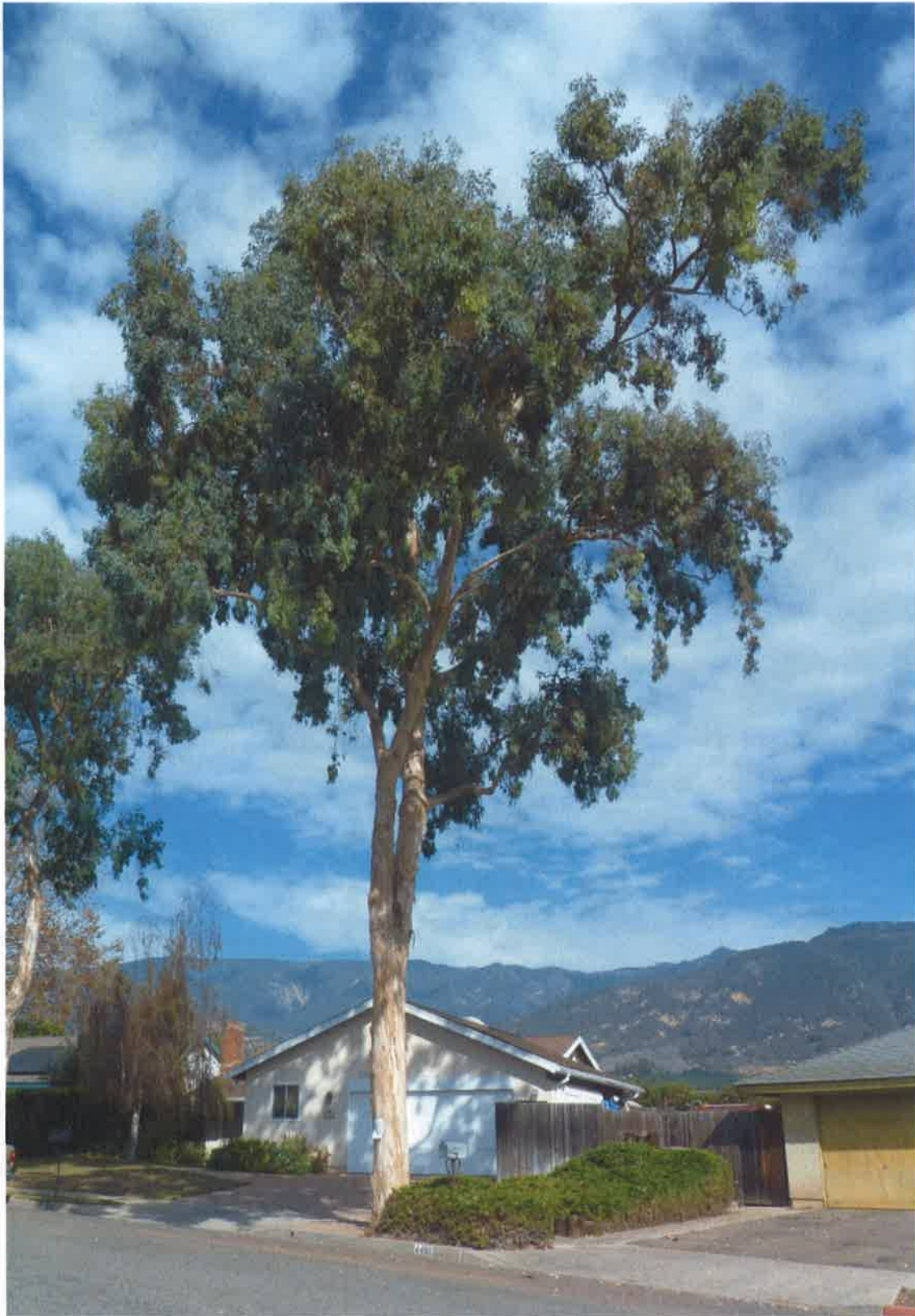


Figure 20 – 4823 7th Street



Figure 21 – Parking Lot #1





City of Carpinteria

COUNCIL AGENDA STAFF REPORT January 11, 2016

ITEM FOR COUNCIL CONSIDERATION

Agreement for Legal Service of Colantuono, Highsmith & Whatley, PC to Review the City's Assessment Districts

STAFF RECOMMENDATION

Action Item X ; Non-Action Item

Approve and authorize the City Manager to sign the agreement with Colantuono, Highsmith & Whatley, PC, to review the City's current assessment and ad valorem tax districts and approve a budget adjustment of \$40,000 to account 10.30.22.1 from the Major Asset Replacement & Repair Reserve.

Motion: I move to approve and authorize the City Manager to sign the agreement with Colantuono, Highsmith & Whatley, PC, to review the City's current assessment and ad valorem tax districts approve a budget adjustment of \$40,000 to account 10.30.22.1 from the Major Asset Replacement & Repair Reserve.

BACKGROUND

The City has one continuing ad valorem tax district and three continuing assessment districts. The purpose of these districts is to fund public improvements, services, and maintain the existing public infrastructure. The objective of this review is to confirm that the City's policies and administrative procedures for the assessment districts are in compliance with State law. The four districts are briefly discussed in more detail below:

Street Lighting Ad Valorem Tax District No. 1

District No. 1 was formed in 1976 and has been renewed annually pursuant to the Street Lighting Act of 1919. The district was formed to establish a way of financing the cost of electrical power, maintenance and replacement of outdoor public lighting facilities through the collection of an ad valorem (property) tax. As an ad valorem tax, the district covers and benefits all properties in the City and revenue grows with the assessed valuation of the City's property tax base. This district is governed by the provisions of Proposition 13 and is not subject to the provisions of Proposition 218. The district provides an adequate revenue stream to fund street lighting maintenance and capital projects.

Lighting, Landscaping, and Right-of-Way Improvement District No. 3

District No. 3 was formed in 1985 under the authority of the Landscaping and Lighting Act of 1972. The District provides general maintenance and repairs of curb gutter and sidewalks, tree planting, tree trimming and tree removal as well as installation and maintenance of landscaped street planters and medians. The annual assessment amount is fixed and only adjusted when new parcels are added and assessed by applying the District benefit formula. Capital improvements are no longer funded by this source. For many years the District has required a General Fund subsidy to balance.

Parking and Business Improvement Area Assessment District No. 4

District No. 4 was formed in September 1986 pursuant to the California Parking and Business Improvement Area Law of 1979. In 1989, the State of California repealed the Parking and Business Improvement Area Law of 1979 and enacted the Parking and Business Improvement Area Law of 1989. This new law was the impetus for the creation of a required Parking and Business Improvement Advisory Board (now known as the Downtown "T" Business Advisory Board) to advise the City Council regarding the level of assessments, expenditure of revenues from the assessments, and to provide an annual report outlining certain activities within the District for the coming fiscal year.

Funds for this district are derived from a general business assessment and a special parking assessment. All businesses within the boundary of District No. 4 are required to pay a general business assessment with these funds being used exclusively for the benefit of general business revitalization, promotion and improvement within the District. Certain businesses within a sub-area of the District are assessed a special parking assessment based on the difference between the business's required parking and provided parking and the business's proximity to the specific parking improvement. Funds derived from the special parking assessment must be used solely for the purpose of acquisition, construction, and maintenance of off-street parking. Currently, only one special parking assessment for Parking Lot No. 3 remains active and will be paid off in 2018.

For the past few years, District No. 4 revenues have remained relatively the same, due to minimal change in the CPI Index and the suspension of the inflationary index on the general assessment. It should be noted that the revenue received from the special parking assessment is typically a few thousand dollars short of the annual Parking Lot No. 3 debt payment and thus requires a subsidy from the General Fund.

Winter Protection Berm Assessment District No. 5

The Winter Protection Berm Assessment District No. 5 was created in 1992 pursuant to the Municipal Improvement Act of 1913 to fund the annual storm wave damage reduction program. Properties within the District fund the annual construction, maintenance, and removal of the winter beach berm. The berm is intended to provide a measure of protection to the housing front on the City Beach during a severe winter storm.

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

DISCUSSION

Each year the City Council reviews the financial status and activities of each of the four active districts and continues the districts for another fiscal year. The City is legally required to annually review the districts pursuant to the California Streets and Highways Code.

In addition to the annual reviews of each district, staff believes it is prudent that the districts be thoroughly audited to ensure district reports, ordinances/resolutions, and procedures are compliant with State law and agree with current case law. The districts will be thoroughly reviewed, and updated if necessary. District formation documents, such as resolutions/ordinances and Engineer's reports will be reviewed. Recent staff reports and annual reports of each district would also be reviewed to ensure the districts are operating in the correct manner as stated by law.

Staff solicited the legal services of Colantuono, Highsmith & Whatley, PC to review the City's existing assessment districts and recommend how the City can best update them, if necessary. The City has been in contact with attorney Michael Colantuono. Both Mr. Colantuono and his firm have specialized experience in the laws governing municipal revenues and can provide technical guidance to the City on this matter. The proposed agreement includes Colantuono, Highsmith & Whatley, PC providing legal analysis on updating the districts, if it is required.

The Department of Public Works is also looking at the possibility of creating a new assessment district or perhaps re-purposing an existing district to help pay for the

increased pavement and other infrastructure maintenance needs. Should the City Council wish to pursue this option, Public Works would hire a consultant to prepare an Engineer's Report. Colantuono, Highsmith & Whatley, PC would review the Engineer's Report, prepare resolutions of intent, and provide procedures to tally ballots for the district formation election.

The City has other possible options for financing pavement and right-of-way maintenance such as general obligation bonds or the use of certificates of participation through the Carpinteria Public Improvement Corporation (CPIC). Review of the assessment districts is a start in determining the possibility of updating the assessment districts, and if updating is appropriate, how the City can best accomplish this with minimal City expense.

POLICY CONSISTENCY

This item is consistent with the policies included in the General Plan/Local Coastal Plan. This is a Work Plan item adopted by the City Council on January 24, 2015. The City Council considers this as a high priority work item for the Department of Public Works.

FINANCIAL CONSIDERATIONS

The proposed contract with Colantuono, Highsmith & Whatley, PC is for a not-to-exceed value of \$30,000. This agreement will be funded by the General Fund. The cost of this contract combined with the cost of City staff time spent on this item will create a deficit to General Fund account no. 10.30.22.1 and Public Works recommends that the City Council approve a budget amendment of \$40,000 to account 10.30.22.1 from the Major Asset Replacement & Repair Reserve to cover the additional cost.

LEGAL

The City Attorney has reviewed this staff report and the attached agreement.

OPTIONS

The City Council could choose not to approve the proposed agreement and direct staff as appropriate.

PRINCIPAL PARTIES EXPECTED AT MEETING

There are no principal parties expected at the meeting.

ATTACHMENTS

Attachment A: Agreement with Colantuono, Highsmith & Whatley, PC

Staff contact:

Brian C. Barrett, Management Analyst
(805) 755-4446

brianb@ci.carpinteria.ca.us

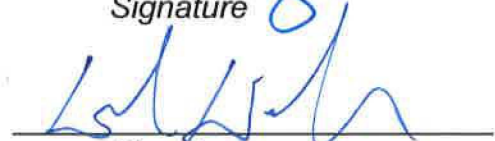

Signature

Reviewed by:

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


Signature

Reviewed by: Dave Durflinger, City Manager


Signature

ATTACHMENT A

Agreement with Colantuono, Highsmith & Whatley, PC

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT FOR CONSULTANT SERVICES ("Agreement") is made and effective as of the 11th day of January, 2016 by and between the City of Carpinteria, a municipal corporation ("**City**"), and Colantuono, Highsmith & Whatley, PC ("**Consultant**") (collectively, the "**Parties**") at Carpinteria, California, with reference to the following facts:

- A. City has determined that it is necessary and appropriate to engage a design professional to carry out the services described herein; and
- B. Consultant has represented itself as being fully qualified and available to perform the consultant services necessary to complete the work in a timely manner; and
- C. City desires to contract with Consultant and Consultant is willing to perform the consultant services, subject to the terms and conditions of this Agreement.

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

1. SERVICES.

- 1.1 **Basic Services.** City hereby retains Consultant to perform the services described and set forth in the attached Exhibit A ("**Basic Services**"), which is incorporated by this reference as though set forth in full. Consultant hereby agrees to perform said services within the designated time frames and accepts this retention. Consultant shall complete the Basic Services according to a schedule of performance which is also set forth in Exhibit A. The Parties agree and acknowledge that time is of the essence in performance of this Agreement.
- 1.2 **Additional Services.** In addition to the Basic Services, City may elect to have Consultant perform additional services that are beyond the current scope of the Basic Services, but within the expertise of Consultant ("**Additional Services**"). Such Additional Services shall be mutually agreed to in advance and specified in a writing, which shall also specify the basis for the Consultant's fee for such additional services. Basic Services and Additional Services are referenced collectively as "**Services**."

2. PERFORMANCE.

- 2.1 **Standard of Performance.** Consultant shall faithfully, competently and diligently perform the obligations and responsibilities required by this Agreement, applying best management practices and the same standards of care utilized by persons commonly engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement. Consultant shall not engage the assistance of subcontractors for performance of the Services unless previously agreed to in writing by the City.

- 2.2 **Labor and Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, tools, transportation and services necessary for the successful completion of the Services. Consultant shall give its attention and supervision to the fulfillment of the provisions of this Agreement by its employees and subcontractors and shall be responsible for the timely performance of the Services required by this Agreement.
- 2.3 **Review of Service.** Consultant shall furnish City with reasonable opportunities from time to time to ascertain whether the Services of Consultant are being performed in accordance with this Agreement. All work done and materials furnished shall be subject to final review and approval by City; Consultant is not providing final approval or review, which is solely City's function and role. City review and approval of such work and Services shall not, however, relieve Consultant of any of its obligations under this Agreement.
- 2.4 **Contract Administration.** The City Manager or his/her designee shall represent the City in all matters relating to the administration of this Agreement. The City Manager or his/her designee shall have the authority to act on the City's behalf to review and approve all products submitted by Consultant and may execute all necessary documents to authorize Consultant to perform Additional Services as provided for herein.
- 2.5 **Representations and Warranties.** Consultant represents and warrants to City that: (i) its fulfillment of its obligations and, as applicable, performance the Services under this Agreement, will not violate any applicable or breach any contracts with third parties and (ii) it has the right, power and authority to fulfill its obligations, and, as applicable perform the Services, and enter into this Agreement; (iii) the Services contemplated hereunder will be performed by adequately trained, competent personnel, in a professional manner, with such personnel having the requisite skill and expertise necessary to perform and complete the Services in accordance with industry standards and in accordance with the terms and conditions of this Agreement; and (iv) the Services and all deliverables provided hereunder will conform to the specifications agreed-to by the parties.
3. **TERM.** This Agreement shall be effective as of the date first above written and shall continue until all Services to be provided by Consultant are completed to the satisfaction of the City, but in no event later than the 31st day of December, 2016; unless terminated earlier as provided for herein.
4. **COMPENSATION.**
- 4.1 **Basic Services.** For Basic Services, City shall pay Consultant on a time and materials basis, not to exceed amount of Thirty Thousand Dollars (\$30,000.00) as full compensation for all labor, materials, equipment, tools, transportation, and Services. This compensation shall be paid in accordance with the payment rates and schedule as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based on the actual time spent on the tasks and the actual price of the necessary materials.

- 4.2 **Additional Services.** Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to the Basic Services, unless such Additional Services are authorized in advance and in writing in the method provided for herein. Consultant will submit fee estimates for such Additional Services upon request of City.
- 4.3 **Invoices.** Each and every payment by City shall be subject to City's receipt of an invoice outlining the items for which payment is requested. Payment to Consultant as to any undisputed fees shall be made, after verification of Consultant's performance, within 30 (thirty) days of receipt of invoice. If City disputes any of Consultant's fees, it shall give written notice to Consultant within 30 (thirty) days of receipt of an invoice of such disputed fees.
- 4.4 **Withholding.** City reserves the right to withhold future payment to Consultant if any aspect of the Consultant's work is found to be substantially inadequate. City shall notify Consultant in writing of deficiencies believed to be substantially inadequate within thirty (30) days after receipt of product.
- 4.5 **Taxes/Insurance/Licenses.** Consultant shall be solely responsible for the payment of any federal, state, or local income tax, social security tax, workers' compensation insurance, state disability insurance, and any other taxes or insurance which Consultant is responsible for paying as an independent contractor under federal, state or local law. At all times during the term of this Agreement, Consultant and any approved subcontractors performing Services under this Agreement shall have in full force and effect all licenses necessary for the performance of Services hereunder, including without limitation, business licensing from City, all at the sole cost of Consultant.

5. **RECORDS.**

- 5.1 **Financial Records.** Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of Services under this Agreement. Consultant shall also maintain adequate records of Services provided in sufficient detail to permit an evaluation of Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible.
- 5.2 **Access to Records.** Consultant shall provide free access to the representatives of City or its designees at reasonable times to books and records as set forth in section 5.1; shall give City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of four (4) years after receipt of final payment.
- 5.3 **Original Records.** Upon completion of, or in the event of termination or suspension of this Agreement, all completed and incomplete original agreements, data, documents, designs, drawings, exhibits, maps, models, computer files, reports, studies, surveys,

notes, and other work, materials or documents prepared or used to prepare Consultant's work product in the course of providing the Services pursuant to this Agreement ("**Consultant Work Product**") shall become the sole property of City once the Consultant has received payment. City may duplicate, disclose, disseminate, use, reuse or otherwise dispose of Consultant Work Product in whole or in part in any manner it deems appropriate, without the permission of Consultant. With respect to computer files, Consultant shall make available to the City, at Consultant's office and upon reasonable written request by City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files. Consultant may retain copies of such Consultant Work Product as a part of its record of professional activity.

6. **TERMINATION.**

- 6.1 **Termination Without Cause.** This Agreement may be terminated by either party for any reason upon ten (10) days prior written notice by the terminating party to the other party. In the event of a termination, the date of termination shall be deemed to be the first business day occurring after the expiration of the notice period. Upon receipt of said notice, Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise.
- 6.2 **Termination With Cause.** Either party may terminate this Agreement with cause, effective immediately upon written notice of such termination to the other party and failure of the breaching party to correct within five (5) days of receiving such notice, based upon the occurrence of any of the following events:
- Material breach of this Agreement;
 - Cessation of Consultant to be licensed, as required;
 - Failure to substantially comply with any applicable federal, state or local law or regulation;
 - Filing by or against Consultant of any petition under any law for the relief of debtors; and,
 - Filing of a criminal complaint against Consultant for any crime, other than minor traffic offenses.
- 6.3 **Performance Upon Termination.** In the event this Agreement is terminated pursuant to this Section, City shall pay Consultant for the outstanding balance owed for work performed up to the time of termination. Upon termination of the Agreement, Consultant shall submit an invoice to City as provided for herein and shall submit to the City all of its files for any billable or non-billable matters in which the Consultant is involved under the scope of this Agreement.
- 6.4 **Termination Upon Mutual Consent.** This agreement may also be terminated by mutual consent of the parties and in accordance with the terms and conditions of any plan of termination established by the parties. In the event of a termination by mutual consent, the date of termination shall be such date as is agreed upon by the parties. The parties may agree to suspend or terminate a portion of this Agreement and such suspension or termination shall not make void or invalidate the remainder of this Agreement.

7. **DISPUTE RESOLUTION.** Except as explicitly provided in Exhibit E relating to claims by Consultant, if any dispute, claim or disagreement shall arise relative to the interpretation or enforcement of this Agreement, the parties shall use commercially reasonable efforts to settle the dispute, claim or disagreement. To this end, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such a solution within a period of thirty (30) days, then, upon notice by either party to the other, the dispute, claim or disagreement shall be submitted to final, binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitrator shall have the authority to assess arbitration costs and expenses against either or both parties. The decision in the arbitration shall be binding on all parties, and judgment on any arbitration award may be entered in any court of competent jurisdiction.
8. **INSURANCE.** Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in the attached Exhibit C, which is incorporated by this reference as though set forth in full.
9. **INDEMNIFICATION.** To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless City and any of its officials, employees and agents ("Indemnified Parties") from and against any Claims, where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the negligent, reckless or wrongful performance of this Agreement by Consultant or by any individual or entity for whom Consultant is legally liable, including but not limited to, officers, agents, employees, subcontractors or consultants of Consultant.
10. **RELEASE OF INFORMATION.**
 - 10.1 **Confidentiality.** All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released except to the City, directly or indirectly, by Consultant without City's prior written authorization. Consultant, its officers, employees, subcontractors or sub-consultants shall not voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the Services performed under this Agreement unless requested by the City Attorney or authorized in writing by the City Manager. Response to a subpoena or court order shall not be considered "voluntary" provided that Consultant shall give City prompt written notice of any such court order or subpoena. The provisions of this Paragraph shall survive the termination of this Agreement.
 - 10.2 **Notice and Cooperation.** Consultant shall promptly notify the City Manager and City Attorney in writing if Consultant, its officers, employees, agents, subcontractors or subconsultants are served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any person or party related to this Agreement and/or Consultant's related Services. City has no obligation to, but may exercise discretion to represent Consultant and/or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide the City an opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not grant or imply a right of City to control, direct, dictate or rewrite said response.

11. **RELATIONSHIP TO CITY.**

- 11.1 **Independent Contractor.** Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.
- 11.2 **No Employee Privileges.** No City employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages or other compensation to Consultant for performing Services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing Services hereunder.
- 11.3 **Consultant Duty to City.** Consultant understands and agrees that its responsibility to provide complete and accurate Services is owed solely to City and that its accountability under this contract shall likewise be solely to City and not to any City applicants or any other third person or entity.
- 11.4 **Interest of Consultant.** Consultant represents and warrants to City that it presently has no interests, and covenants that it shall not acquire any interests, direct or indirect, financial or otherwise, which would conflict with the performance of the services to be provided by Consultant under this Agreement. Consultant further covenants that, in the performance of this Agreement, no subcontractor or employee having such an interest shall be employed by Consultant. Consultant certifies that no one who has or will have any financial interest under this Agreement is: (a) an officer or employee of City, or (b). an officer or employee of the applicant and any of its consultants. Consultant agrees to comply with any applicable conflict of interest code.
- 11.5 **Undue Influence.** Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement or financial inducement. No officer or employee of City will receive compensation, directly or indirectly, from Consultant or any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling City to any and all remedies at law or in equity.
- 11.6 **Third Party Beneficiaries.** This Agreement is entered into solely for the benefit of the City and the Consultant and will not confer any rights upon any person not expressly a party to this Agreement.

12. **GENERAL PROVISIONS.**

- 12.1 **Assignment of Rights.** Contractor agrees to assign City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act or under the Cartwright Act arising from purchases of goods, services, or materials pursuant to this Agreement.
- 12.2 **Further Assurances.** City and Consultant each agree to cooperate with one another, to use their best efforts, to act in good faith, and to promptly perform such acts and execute such documents or instruments as are reasonably necessary and proper to consummate the transactions contemplated by this Agreement.
- 12.3 **Notices.** All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if personally served or on the second day after mailing if mailed by first-class mail, registered or certified, return receipt requested, postage prepaid and properly addressed as follows:

To City:

Dave Durflinger, City Manager
City of Carpinteria
5775 Carpinteria Avenue
Carpinteria, CA 93013-2698
P: (805) 684-5405
F: (805) 684-5304

To Consultant:

Michael Colantuono
Colantuono, Highsmith & Whatley, PC
420 Sierra College Drive, Suite 140
Grass Valley, CA 95945
P:(530) 432-7357
P:(530) 432-7356

Any party may change their address for the purpose of this paragraph by giving the other party written notice of the new address in the above manner.

- 12.4 **Legal Responsibilities.** Consultant shall keep itself informed of state, federal and laws and regulations which in any manner affect those employed by it or in any way affect the performance of its Service pursuant to this Agreement. The Consultant shall reasonably observe and comply with such laws and regulations. The City and its officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.
- 12.5 **Licenses.** At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required by law for the performance of services described in this Agreement.
- 12.6 **Labor Conditions.** City is a public entity in the state of California, and therefore, City and Consultant are subject to the provisions of the Government Code and the Labor Code of the state of California. All provisions of law applicable to public contracts and/or this Agreement are incorporated herein by this reference and are made a part of this Agreement to the same extent as if they were fully stated in the Agreement and shall be complied with by Consultant.

- 12.7 **Labor Requirements.** Consultant shall abide by all federal and California laws and regulations regarding wages, including, without limitation, the Fair Labor Standards Act and the California Labor Code, which, in part, mandate that 8 hours' labor constitutes a legal days' work, and require Consultant to pay the general prevailing wage rates. The California statutory provisions for penalties for failure to pay prevailing wages will be enforced and the statutory provisions for penalties for failure to comply with California's wage and hour laws will be enforced. In addition, Consultant is required to comply with the statutory requirements relating to employment of apprentices. Consultant also must secure the payment of workers' compensation to its employees as provided by California law. Consultant acknowledges its obligation to secure payment of Workers' Compensation before beginning work as set forth in the attached Exhibit D ("Acknowledgement of Workers' Compensation Obligation") which is incorporated by this reference as through set forth in full. Additionally, Consultant is required to comply with all statutory requirements relating to certified payroll records, including the maintenance of the records, their certification, and their availability for inspection.
- 12.8 **Discrimination.** No person shall be excluded from employment in the performance of this Agreement on the grounds of race, creed, color, sex, age, marital status, sexual orientation or place of national origin. Consultant shall comply with all local, state, and federal laws relating to equal employment opportunity rights.
- 12.9 **Assignment.** Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of City, which shall have the sole discretion to consent to any proposed assignment. Because of the personal nature of the Services to be rendered pursuant to this Agreement, only Consultant shall perform the services described in this Agreement.
- 12.10 **Waiver.** No waiver of a provision of this Agreement shall constitute a waiver of any other provision, whether or not similar. No waiver shall constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
- 12.11 **Force Majeure.** Neither Consultant nor City shall be liable for any delays resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority.
- 12.12 **Construction of Terms.** All parts of this Agreement shall in all cases be construed according to their plain meaning and shall not be construed in favor or against either of the parties. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, in whole or in part, the remainder of this Agreement shall remain in full force and effect and shall not be affected, impaired or invalidated thereby. In the event of any provision shall be adjudged invalid, void or unenforceable, the parties hereto agree to enter into a supplemental agreement to effectuate the intent of the parties and the purposes of this Agreement.
- 12.13 **Controlling Law.** The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties

to this Agreement and also govern the interpretation of this Agreement, with venue proper only in the County of Santa Barbara, State of California.

- 12.14 **Authorization.** All officers and individuals executing this and other documents on behalf of the respective parties hereby certify and warrant that they have the capacity and have been duly authorized to execute said documents on behalf of the entities indicated.
- 12.15 **Entire Agreement.** This Agreement, along with its attached exhibits, which are incorporated herein by this reference, constitutes the entire Agreement between the parties and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. This Agreement may be altered, amended or modified only by a supplemental writing executed by the parties to this Agreement and by no other means. Each party waives any future right to claim, contest, or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreement, course of conduct, waiver or estoppel.
- 12.16 **Counterparts.** This Agreement may be executed in counterparts, each of which shall remain in full force and effect as to each party.
- 12.17 **Severability.** In the event that any term or provision of this Agreement shall be held to be invalid, void or unenforceable, then the remainder of this Agreement shall not be affected, impaired or invalidated, and each such term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

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

"CITY"
City of Carpinteria

"CONSULTANT"
Colantuono, Highsmith & Whatley, PC

By: _____
David Durlinger, City Manager

By: _____
Michael G. Colantuono,
Managing Shareholder

APPROVED AS TO FORM:
City of Carpinteria

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

EXHIBIT A
TASKS TO BE PERFORMED

City of Carpinteria
Update to Assessment Districts

Legal analysis of the City's active assessment districts will include review of the following matters:

- **Street Lighting Assessment District No. 1**
Provides a funding source to finance the cost of electrical power and maintenance and replacement of outdoor public lighting facilities. The District is an ad valorem district formed in 1977. Our work on this will be 5 hours or less.
- **Right-of-Way Improvement Assessment District No. 3**
Provides general maintenance and repairs of curb, gutter and sidewalks, tree planting, tree trimming and tree removal as well as installation and maintenance of landscaped street planters and medians. District was formed in 1985. Our work on this will be 10 hours or less.
- **Parking and Business Improvement Area Assessment District No. 4**
The City currently assesses General Assessment fees which are collected from businesses within the District and used for promotion, maintenance, and revitalization activities within the District. The City also assesses a special parking assessment fee which applies to businesses within a sub-area of the District for paying the parking lot debt (will be paid off in 2018). Formed in 1986. Our work will be 10 hours or less.
- **Winter Protection Berm Assessment District No. 5**
Properties within the District fund the annual construction, maintenance, and removal of the winter beach berm. Formed in 1992. Our work would be 10 hours or less.

City of Carpinteria
Update to Assessment Districts

The City is also considering the possibility of creating a new assessment district to help pay for pavement and other infrastructure maintenance. Assuming that no meeting attendance is required, this work is likely to be 15 to 30 hours.

A report will be compiled on the results of the review of the existing assessment districts and will include recommendations for how the City can best update them, if this is recommended. This report will require probably an additional 2 to 5 hours. A kick-off meeting at City Hall to initiate the project will be provided as well as a presentation of the final report to the City Council at a future meeting. This will take two hours of travel (at 50% of the time incurred), plus two hours for the meeting, and two to prepare for a total estimate of 6 hours.

The City will provide copies of assessment district formation documents and previous assessment district reports.

The above work totals to a range of 58 to 76 hours. We will bill our standard rates (which range upward from \$195 per hour) capped at \$350 per hour. Most of the work will be done by Amy Sparrow at \$340 per hour, some by me at \$350 and some by more junior associates to help contain costs. A useful estimate will be \$340 per hour. Thus, we project a budget of \$19,720 to \$25,840. Thus, a project budget of \$30,000 is reasonable. This assumes only one meeting is required. If our presence at additional meetings is desired, a budget revision will be required. If a budget on a not-to-exceed basis is desired, a margin for error will be necessary.

EXHIBIT B

PAYMENT SCHEDULE

(See Exhibit A)

EXHIBIT C

INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of the Work, Consultant will maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Consultant agrees to amend, supplement or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to City.

Consultant shall provide the following types and amounts of insurance:

Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.

Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Consultant, subconsultants or others involved in the Work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this agreement.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with an A.M. Bests rating of A- or better and a minimum financial size VII.

General conditions pertaining to provision of insurance coverage by Consultant. Consultant and City agree to the following with respect to insurance provided by Consultant:

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees, volunteers and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992. Consultant also agrees to require all contractors and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
3. All insurance coverage and limits provided by Contractor and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.
4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.
5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g., elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.
7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at City option.
8. Certificate(s) are to reflect that the insurer will provide 30 (thirty) days notice to City of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.

9. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to City.
10. Consultant agrees to ensure that subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.
11. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
12. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City will negotiate additional compensation proportional to the increased benefit to City.
13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
14. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.
15. Consultant will renew the required coverage annually as long as City or its employees or agents face an exposure from operations of any type pursuant to this Agreement. This obligation applies whether or not the Agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.
16. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.

17. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this Agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.
18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be limiting or all-inclusive.
19. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.
20. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
21. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
22. The City's failure to comply with reporting requirements should not affect coverage required under the Agreement.
23. The consultant's insurance is primary to that of any insurance claimed by the City.

Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/16/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Shaw Moses Mendenhall and Associates 625 Fair Oaks Suite 158 South Pasadena CA 91030	CONTACT NAME: Robin Paul PHONE (A/C, No, Ext): (626) 799-7813 E-MAIL ADDRESS: robin@smmainurance.com FAX (A/C, No): (626) 799-8784
INSURED COLANTUONO, HIGHSMITH & WHATLEY, PC. 420 Sierra College Dr Grass Valley CA 95945	INSURER(S) AFFORDING COVERAGE INSURER A: Citizens Insurance Company of INSURER B: Carolina Casualty Ins. Co. INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: CL154904983

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:		OB39898667	4/1/2015	4/1/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Employee Benefits \$ 1,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS		OB39898667	4/1/2015	4/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$	☐ OCCUR ☐ CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☒ N/A	WB39898674	4/1/2015	4/1/2016	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	PROFESSIONAL LIABILITY		1360598	4/4/2015	4/4/2016	2,000,000/4,000,000 25,000 DEDUCTIBLE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER IS AN ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY

CERTIFICATE HOLDER

CANCELLATION

City of Carpinteria
5775 Carpinteria Ave.
Carpinteria, CA 93013

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Robin Paul/RSP

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BUSINESSOWNERS LIABILITY SPECIAL BROADENING ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SUMMARY OF COVERAGES	Limits	Page
1. Additional Insured by Contract, Agreement or Permit		1
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3. Alienated Premises		2
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5. Broad Form Property Damage - Borrowed Equipment, Customers Goods and Use of Elevators		2
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7. Personal and Advertising Injury - Broad Form		3
8. Product Recall Expense	\$25,000 Occurrence \$50,000 Aggregate	3
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This endorsement amends coverages provided under the Businessowners Coverage Form through new coverages and broader coverage grants. This coverage is subject to the provisions applicable to the Businessowners Coverage Form, except as provided below.

1. Additional Insured by Contract, Agreement or Permit

Under SECTION II - LIABILITY, C. Who Is An Insured, Paragraph 4, is added as follows:

- a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract, agreement or permit that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured 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,

but only with respect to:

- (3) "Your work" for the additional insured(s) at the location designated in the contract, agreement or permit; or
- (4) Premises you own, rent, lease, control or occupy.

This insurance applies on a primary basis if that is required by the written contract, agreement or permit.

b. This provision does not apply:

- (1) Unless the written contract or written agreement has been executed or permit has been issued prior to the "bodily injury", "property damage" or "personal and advertising injury";
- (2) To any person or organization included as an insured by an endorsement issued by us and made part of this Policy;
- (3) To any person or organization included as an insured under Item 1.a.2. of this endorsement;
- (4) To any lessor of equipment:
 - (a) After the equipment lease expires; or
 - (b) If the "bodily injury", "property damage" or "personal and advertising injury" arises out of the sole negligence of the lessor;

(5) To any:

(a) Owners or other interests from whom land has been leased which takes place after the lease for that land expires; or

(b) Managers or lessors of premises if:

(i) The occurrence takes place after you cease to be a tenant in that premises; or

(ii) The "bodily injury", "property damage" or "personal and advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor; or

(6) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

c. Additional insured coverage provided by this provision will not be broader than coverage provided to any other insured.

d. All other insuring agreements, exclusions, and conditions of the policy apply.

2. Additional Insured - Broad Form Vendors

Under SECTION II - LIABILITY, C. Who Is An Insured, paragraph 5. is added as follows:

5. Any person or organization with whom you agreed, because of a written contract or written agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

The insurance afforded the vendor does not apply to:

a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

b. Any express warranty unauthorized by you;

c. Any physical or chemical change in the product made intentionally by the vendor;

d. Repackaging, unless unpacked solely for the purpose of inspection,

demonstration, testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;

e. Any failure to make such inspection, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the distribution or sale of the product;

f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any thing or substance by or for the vendor; or

h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) The exceptions contained in paragraphs 5.d. or 5.f.; or

(2) Such inspections, adjustments, test or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

3. Alienated Premises

Under SECTION II - LIABILITY, B. Exclusions, paragraph 1.k.(2) is replaced in its entirety with the following:

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

4. Bodily Injury Redefined

Under SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions, definition 4. is replaced in its entirety by the following:

4. "Bodily injury" means bodily injury, disability, sickness or disease sustained by a person, including death resulting from any of these at any time. "Bodily Injury" includes mental anguish or other mental injury resulting from "bodily injury".
5. **Broad Form Property Damage - Borrowed Equipment, Customers Goods, Use of Elevators**
- a. Under **SECTION II - LIABILITY, B. Exclusions**, paragraph 1.k, the following is added:
- Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.
- Paragraph (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor to the use of elevators.
- b. Under **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions**, the following additional definition is added:
- "Customers goods" means property of your customer on your premises for the purpose of being:
- Worked on; or
 - Used in your manufacturing process.
- c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent or on any other basis.
6. **Incidental Malpractice - Employed Nurses, EMT's and Paramedics**
- Under **SECTION II - LIABILITY, C. Who Is An Insured**, paragraph 2.a.(1)(d) does not apply to a nurse, emergency medical technician or paramedic employed by you if you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.
7. **Personal and Advertising Injury - Broad Form**
- Under **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions**, definition 15, "Personal and Advertising Injury", paragraph h. is added as follows:
- h. Discrimination or humiliation (unless insurance thereof is prohibited by law) that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:
- Not done intentionally by or at the direction of:
 - The insured; or
 - Any officer of the corporation, director, stockholder, partner or member of the insured; and
 - Not directly or indirectly related to an "employee", nor to the employment, prospective employment or termination of any person or persons by an insured.
8. **Product Recall Expense**
- a. Under **SECTION II - LIABILITY, B. Exclusions**, Paragraph 1. a. is replaced in its entirety by the following:
- o. **Recall of Products, Work or Impaired Property**
- Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:
- "Your product";
 - "Your work"; or
 - "Impaired property";
- If such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it, but this exclusion does not apply to "product recall expenses" that you incur for the "covered recall" of "your product". The exception to the exclusion does not apply to "product recall expenses" resulting from:
- Failure of any products to accomplish their intended purpose;
 - Breach of warranties of fitness, quality, durability or performance;
 - Loss of customer approval, or any cost incurred to regain customer approval;
 - Redistribution or replacement of "your product" which has been recalled by like products or substitutes;
 - Caprice or whim of the insured;
 - A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance;
 - Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials; or

- (B) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found.
- b. Under **SECTION II - LIABILITY, C. Who Is An Insured**, paragraph 4.c. is added as follows:
- c. "Bodily injury" or "property damage" do not apply to "product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.
- c. Under **SECTION II - LIABILITY, E. Liability and Medical Expense General Conditions, 2. Duties in the Event of Occurrence, Offense, Claim or Suit**, paragraph e. is added as follows:
- e. You must see to it that the following are done in the event of an actual or anticipated "covered recall" that may result in "product recall expense":
- (1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled. Include a description of "your product" and the reason for the withdrawal or recall;
 - (2) Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under this insurance.
- d. Under **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions**, the following additional definitions are added:
- "Covered recall" means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".
- "Product recall expense(s)" means:
- a. Necessary and reasonable expenses for:
 - (1) Communications, including radio or television announcements or printed advertisements including stationary, envelopes and postage;
 - (2) Shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;
 - (3) Remuneration paid to your regular "employees" for necessary overtime;
 - (4) Hiring additional persons, other than your regular "employees";
 - (5) Expenses incurred by "employees" including transportation and accommodations;
 - (6) Expenses to rent additional warehouse or storage space;
 - (7) Disposal of "your product", but only to the extent that specific methods of destruction other than those employed for trash discarding or disposal are required to avoid "bodily injury" or "property damage" as a result of such disposal,
 you incur exclusively for the purpose of recalling "your product"; and
 - b. Your lost profit resulting from such "covered recall".
- e. Under **SECTION II - LIABILITY, D. Liability and Medical Expenses Limits of Insurance**, the following is added:
5. The Limits of Insurance and rules stated below fix the most that we will pay under this Product Recall Expense Coverage.
- (1) The Aggregate Limit is the most that we will reimburse you for the sum of all "product recall expenses" incurred for all "product recall expenses" initiated during the policy period.
 - (2) The Occurrence Limit shown on the Summary of Coverages is the most we will pay in connection with any one defect or deficiency.
 - (a) All "product recall expenses" in connection with substantially the same general harmful condition will be deemed to arise out of the same defect or deficiency and considered one "occurrence".

- (b) Any amount reimbursed for "product recall expenses" in connection with any one "occurrence" will reduce the amount of the Aggregate Limit available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.
- (c) If the Aggregate Limit has been reduced by reimbursement of "product recall expenses" to an amount that is less than the Occurrence Limit, the remaining Aggregate Limit is the most that will be available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

6. A deductible of \$500 applies per each "Occurrence".

9. Unintentional Failure to Disclose Hazards

Under **SECTION II - LIABILITY, E. Liability and Medical Expenses General Conditions**, paragraph 6. is added as follows:

6. Representations

We will not disclaim coverage under this Coverage Form if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

10. Unintentional Failure to Notify

Under **SECTION II - LIABILITY, E. Liability and Medical Expenses General Conditions, 2. Duties in the Event of Occurrence, Offense, Claim or Suit**, paragraph f. is added as follows:

- f. Your rights afforded under this Coverage Form shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this Policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE*

Name Of Person Or Organization:

* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

Paragraph K. Transfer Of Rights Of Recovery Against Others To Us in Section III - Common Policy Conditions is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above 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 above.

OTHER INSURANCE — PRIMARY AND NON-CONTRIBUTORY (ADDITIONAL INSURED) ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The following is added to **SECTION III — COMMON POLICY CONDITIONS:**

M. Other Insurance

1. Additional Insureds

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II — LIABILITY, Part C — Who is An Insured**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss we cover under **SECTION II — LIABILITY, Part A. Coverages, Paragraph 1., Business Liability** our obligations are limited as follows:

a. Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

- (1) For the sole negligence of the Additional Insured;
- (2) When the Additional Insured is an Additional Insured under another primary liability policy; or
- (3) When b.(2) below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in b.(3) below.

b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;

(c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner; or

(d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **SECTION II — LIABILITY, Part A. Coverages, 1. Business Liability**.

When this insurance is excess, we will have no duty under **SECTION II — LIABILITY, Part A. Coverages, 1. Business Liability** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (2) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (3) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of

Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

EXHIBIT D

WORKERS' COMPENSATION REQUIREMENTS

The Consultant is required to sign and file a statement acknowledging its obligation to secure payment of Workers' Compensation before beginning work.

ACKNOWLEDGEMENT OF WORKERS' COMPENSATION OBLIGATION

I, Michael G. Colantuono, hereby acknowledge my obligation to secure payment of Workers' Compensation before beginning work.

Colantuono, Highsmith & Whatley, PC

By: 
Michael G. Colantuono,
Managing Shareholder

Dated: 12/29/15

EXHIBIT E

RESOLUTION OF CONSTRUCTION CLAIMS

The following pertains to Public Contract Code Sections 20104 through 20104.6 (Resolution of Construction Claims)

1. This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.
2. This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.
3. "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.
4. "Claim" means a separate demand by the contractor for (a) a time extension, (b) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (c) an amount the payment of which is disputed by the local agency.
5. The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.
6. This article applies only to contracts entered into on or after January 1, 1991.
7. For any claim subject to this Agreement, the following requirements apply:
 - a. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.
 - b. (1) For claims of less than fifty thousand dollars (\$50,000), the City shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the City may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the City and the claimant.

(3) The City's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

- c. (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the City shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the City may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the City and the claimant.

(3) The City's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

- d. If the claimant disputes the City's written response, or the City fails to respond within the time prescribed, the claimant may so notify the City, in writing, either within 15 days of receipt of the City's response or within 15 days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.
- e. Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.
- f. This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

The following procedures are established for all civil actions filed to resolve claims subject to this article:

- 8. Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both

parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

9. (a) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(b) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(c) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.
10. The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.
11. The City shall not fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.
13. In any suit filed under Section 20104.4, the City shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.
14. Pursuant to California Public Contract Code Section 7201, the City may not retain greater than five (5%) percent of contract price.



City of Carpinteria

COUNCIL AGENDA STAFF REPORT January 11, 2016

ITEM FOR COUNCIL CONSIDERATION

Introduction (first reading) of Ordinance No. 707 amending provisions of the City's Zoning Code regarding medical marijuana. Changes to the Zoning Code would include amendments to Chapter 14.08 to add definitions for medical marijuana, cultivation, and delivery, and to delete the definition of person with an identification card. Chapter 14.59, "Medical Marijuana Dispensaries" would be amended to clarify existing prohibitions on medical marijuana dispensaries, cultivation and deliveries, with limited exceptions for qualified patients and primary caregivers.

STAFF RECOMMENDATION

Action Item X ; Non-Action Item

Staff recommends that the Council amend Zoning Code Chapter 14.08 to add definitions for medical marijuana, cultivation, and delivery, and to delete the definition of person with an identification card. Chapter 14.59, "Medical Marijuana Dispensaries" would be amended to clarify existing prohibitions on medical marijuana dispensaries, cultivation and deliveries, with exceptions for qualified patients and primary caregivers.

Motion: I move to approve the first reading of Ordinance No. 707, as read by title only, and to continue the matter for a second reading at the January 25, 2016 City Council meeting.

INTRODUCTION

Proposed Ordinance No. 707 has been prepared by staff in response to legislation adopted by the State Legislature at the end of the 2015 session (discussed below). The new legislation provides, among other things, that if a city or county does not regulate or prohibit the cultivation of medical marijuana by March 1, 2016, the State will become the sole licensing authority for cultivation within the city or county. The law further provides that unless a city or county "explicitly" prohibits deliveries of medical marijuana within its

boundaries, such deliveries will be permitted by State license. It is not known when the State will begin to issue licenses for delivery, but some expect it may not occur until 2018.

While the law preserves local authority to regulate the cultivation and delivery of medical marijuana, it does not specifically provide that a local jurisdiction may alter its cultivation or delivery regulations after the March 1 deadline or after the State begins to issue licenses permitting delivery, respectively. Due to this uncertainty and the desire among cities and counties to retain local control over medical marijuana, numerous cities and counties have recently adopted regulations addressing cultivation and delivery of medical marijuana.

After evaluating the City of Carpinteria's existing regulations prohibiting medical marijuana dispensaries, staff determined that the effect of the regulations on cultivation and deliveries might be misconstrued by the State or a court attempting to interpret them in light of the new State legislation. To clarify the City's regulations in order to preserve local control over medical marijuana, staff has prepared proposed Ordinance No. 707 for the Council's consideration. The proposed Ordinance does not make substantive change to the City's current regulations.

BACKGROUND

Legal Setting

In 1996, the California voters enacted via initiative the Compassionate Use Act of 1996 (codified at California Health and Safety Code §11362.5) ("Act"). As regards a patient or a patient's primary caregiver, the Act provides an affirmative defense to those California laws criminalizing the possession and cultivation of marijuana (Health and Safety Code §11362.5(d)). In 2003, the Legislature enacted S.B. 420, the Medical Marijuana Program Act ("MMPA") (Health and Safety Code §11362.7), which, in addition to establishing an Identification Cards Program for qualified medical marijuana patients, allows cities to adopt and enforce rules and regulations consistent with the Act and the MMPA (H&S Code §11362.83). Together, the Act and the MMPA allow personal use of marijuana by those with a medical necessity, subject to certain restrictions. There is no mention of medical marijuana dispensaries in the Act or the MMPA.

Federal laws also regulate the use of marijuana. The federal Controlled Substances Act categorizes marijuana as a Schedule I drug, which is strictly regulated because of its "high potential for abuse, lack of any accepted medical use, and absence of any accepted safety for use in medically supervised treatment." U.S. Supreme Court rulings made clear that, regardless of California's exception for medical marijuana, there is no such medical exception under federal law, so it remains illegal under federal law to possess, cultivate, sell or distribute marijuana regardless of its intended use or user.¹

¹ *Gonzales v. Raich*, 545 U.S. 1 (2005); *United States v. Oakland Cannabis Buyers' Coop.*, 532 U.S. 483 (2001).

Accordingly, even where California cities have authorized the location and operation of medical marijuana dispensaries, the dispensaries have been subject to search, seizure and closure by federal agencies such as the DEA and IRS. However, it is currently Federal policy to decline prosecution of persons and businesses possessing, using, and selling medical marijuana in compliance with state regulatory programs.

A number of courts have held that, notwithstanding the medical marijuana use exception to state laws that generally criminalize marijuana possession, local agencies retain the authority to regulate the dispensing and cultivation of medical marijuana through land use regulations, including the authority to prohibit such activities.²

Adoption of Chapter 14.59

On February 27, 2006, the City Council adopted an interim urgency moratorium on medical marijuana dispensaries within the City to allow staff time to study the effects of medical marijuana dispensaries and potential permanent regulations. On April 10, 2006, staff provided the Council with an update of its research to date, including a chart detailing experiences of other cities with medical marijuana dispensaries.³

In 2007, the City Attorney's office concluded that to comply with both federal and California law, the City was prohibited from zoning for, issuing business licenses for, or in any other way authorizing medical marijuana dispensaries. This determination was considered consistent with California law because such prohibition would still allow for personal medical marijuana use and for distribution by certain state licensed health care facilities as provided under the Act and would not criminalize activity that is authorized under the MMPA. This determination was also considered consistent with the federal Controlled Substances Act because it avoids any possible liability the City could incur by issuing approvals to dispensary operators which conduct criminal activity as defined by federal law.⁴

At its January 22, 2007 meeting, the City Council received information about the health and safety effects of medical marijuana dispensaries. Staff provided the following information:

Staff and the City Attorney's office have also diligently researched the health, safety and welfare benefits and concerns with respect to medical marijuana dispensaries, including the possible negative secondary impacts of such facilities. Staff has gathered and periodically summarized news and information about local experiences with dispensaries and health studies about the medicinal use of marijuana since the City enacted the moratorium. One such resource is the report

² See *People v. Peron* (1997) 59 Cal. App.4th 1383; *People v. Fraizer* (2005) 128 Cal.App.4th 807; *City of Riverside v. Inland Empire Patients Health & Wellness Ctr., Inc.* (2013) 56 Cal. 4th 729; *Conejo Wellness Ctr., Inc. v. City of Agoura Hills* (2013) 214 Cal. App. 4th 1534; *Maral v. City of Live Oak* (2013) 221 Cal. App. 4th 975; *Kirby v. County of Fresno*, Case No. F070056, Fifth Appellate Dist. (Dec. 1, 2015).

³ See City Council Staff Report, April 10, 2006, attached hereto as Attachment C.

⁴ See 18 USCS §2 [imposing liability for aiding and abetting a federal crime].

"Medical Cannabis Dispensing Collectives and Local Regulation" created by Americans for Safe Access, a marijuana advocacy organization ("ASA Report"). In addition, Staff has obtained a 55-page report from the California Police Chiefs Association discussing the secondary effects of medical-marijuana dispensaries in communities across the state ("CPCA Report").

To briefly summarize these articles and reports, claims of positive secondary impacts of medical marijuana dispensary include:

- 1). Providing reliable access to a source of medical marijuana which relieves symptoms of AIDS, anorexia, arthritis, cachexia, cancer, chronic pain, glaucoma, migraine headaches, muscle spasms, seizures, and severe nausea, among other medical benefits (see, Health and Safety Code 11362.7(h));*
- 2). Offering a safer environment for patients than having to buy on the illicit market;*
- 3). Improving the health of patients through social support services;*
- 4). Reducing street sales of marijuana; and*
- 5). Revitalizing neighborhoods and bringing new customers to neighboring (ASA Report.)*

Claims of negative secondary impacts of medical marijuana include:

- 1). Increasing unpermitted behavior including marijuana use without medical need, sales to minors and persons without a doctor's recommendation, re-sale of medical marijuana and sales of non-marijuana drugs at dispensaries;*
- 2). Increasing criminal activity including robberies, assaults, burglaries, homicides and attempted homicides;*
- 3). Creating nuisances including loitering, littering, indoor and outdoor smoking, excessive pedestrian and vehicular traffic, and growing plants causing noxious odors;*
- 4). Causing complications with federal law including DEA raids and IRS investigations; and*
- 5). Impacting neighbors including loss of customers and non-renewal of leases. (CPCA Report.)*

Some of these secondary impacts have occurred locally. As recently as January 2nd, 2007 three men were arrested for prowling and attempted burglary on two Santa Barbara medical marijuana dispensaries: Acme Collective and Pacific Greens. (Marijuana Break-in Goes Bad - Twice (January 4, 2006) Santa Barbara Independent.) In August 2006, an armed robbery took place at Santa Barbara Hydroponics, a marijuana dispensary, resulting in the loss of cash and medical marijuana. (Medical Marijuana Shop Robbed, (August 10, 2006) Santa Barbara Independent.) According to the dispensary's owner, that incident was the fourth such robbery; however, the first three went unreported due to the controversial nature of medical marijuana. (Id.)

At its January 22 meeting, the Council also received input from the Santa Barbara County Sheriff's Department, the City Attorney's office and the California Police Chief's Association.

The City Council considered the first reading of Ordinance No. 623 at its April 23, 2007 meeting. The Council found that the potential negative secondary impacts of medical marijuana dispensaries outweighed the potential positive impacts of locating dispensaries in Carpinteria. In adopting Ordinance No. 623, at its second (final) reading on May 14, 2007, the City Council found that medical marijuana dispensaries have been known to: 1) increase unpermitted behavior, including marijuana use without medical need, sales to minors and persons without a doctor's recommendation, re-sale of medical marijuana and sales of non-marijuana drugs at dispensaries; 2) heighten criminal activity such as robberies, assaults, burglaries, homicides and attempted homicides; 3) create nuisances including loitering, littering, indoor and outdoor smoking, excessive pedestrian and vehicular traffic, and growing plants causing noxious odors; and 4) impact neighbors through the loss of customers and non-renewal of leases for neighboring businesses.⁵ Some of these negative impacts were seen locally in the City and County of Santa Barbara, neighboring jurisdictions that allow the operation of medical marijuana dispensaries. Ordinance No. 623 added Chapter 14.59 to the Zoning Code, making it unlawful to establish, operate or maintain a medical marijuana dispensary or facility for the cultivation of medical marijuana in any zoning district in the City.

A "medical marijuana dispensary" is defined as including any mobile facility where the owner or operator makes available, sells, distributes, exchanges, transmits, gives or otherwise provides medical marijuana for the use of more than one qualified patient, person with an identification card, health care provider, primary caregiver, or physician. Once a delivery vehicle enters the City's jurisdiction and provides medical marijuana to more than one qualified patient, primary caregiver, etc., it would become a mobile medical marijuana dispensary prohibited by Chapter 14.59. As discussed below, Chapter 14.59 limits delivery of medical marijuana to deliveries made by primary caregivers to qualified patients.

Including a prohibition on mobile dispensaries and deliveries made by persons other than primary caregivers is the logical approach to effectively regulating distribution of medical marijuana. A regulation that prohibits only dispensing from a storefront has the effect of driving people to dispense from vehicles or make deliveries to skirt the regulation. This has been the trend locally and throughout California.⁶ An online search of medical marijuana establishments shows that the number of delivery services available currently outpaces the number of storefront establishments.

⁵ See Ordinance No. 623, a copy of which is attached hereto as Attachment D.

⁶ See *Medical Marijuana Delivery Services Rise in California Amid U.S. Dispensary Crackdown* (May 21, 2013), Huffington Post.

Importantly, Chapter 14.59 excepts qualified patients and primary caregivers from the prohibitions on dispensing, cultivating, and delivery. For example, a primary caregiver would be permitted to deliver medical marijuana to one of the qualified patients under his or her care. Chapter 14.59 also excepts several types of medical facilities from the definition of a regulated dispensary.

New Developments in State Law

On October 9, 2015, Governor Brown signed into law the Medical Marijuana Regulation and Safety Act ("MMRSA"), comprised of three bills: AB 243, AB 266, and SB 643. The MMRSA, which went into effect on January 1, 2016, establishes a comprehensive State licensing and regulatory framework for the cultivation, transportation, distribution, and sale of medical marijuana. Most notably, the law currently provides that unless a city has land use regulations in place by March 1, 2016 that regulate or prohibit the cultivation of medical marijuana, the State will become the sole licensing authority for cultivation within the city. The law also provides that if a city does not explicitly prohibit the delivery of medical marijuana within its boundaries, delivery will be allowed with a State license. Since no deadline is specified in the MMRSA for enactment of delivery regulations by local jurisdictions, many cities assume that if a city wishes to preserve local authority over this area, a city must prohibit delivery before the State begins to issue licenses. It is unknown when the State will begin to issue licenses, but some predict that it will not occur until 2018. The MMRSA specifically reserves local authority to regulate cultivation and delivery.

The MMRSA also gives local jurisdictions the option of adopting a permit or licensing program for cultivation and delivery. If a city adopts permitting or licensing requirements, someone wishing to cultivate or deliver medical marijuana within the city would be required to obtain both a local license or permit and a State license.

Due to the lack of clarity in the MMRSA and a desire to maintain local control over medical marijuana, many cities have decided to adopt a variety of regulations over the past months since the MMRSA was passed. Some cities have decided to impose a blanket prohibition on all dispensaries, cultivation, and delivery; others, while generally prohibiting such activities, have decided to preserve an exception for legitimate medical use of marijuana. Staff is proposing the latter approach, which is consistent with the City's current medical marijuana dispensary regulations.

Planning Commission Deliberations

The Planning Commission was presented with the proposed Ordinance at its regular hearing of January 4, 2016. No members of the public spoke about the proposed Ordinance. During deliberations, the Commissioners raised several issues with the proposed Ordinance.

Commissioner Callender raised several issues with the proposed Ordinance, some of which grow out of concerns with Chapter 14.59 as it currently stands:

1. The Commissioner stated that he believes that Chapter 14.59 currently does not prohibit deliveries of medical marijuana in the City, and that the proposed Ordinance would make a substantive change in the City's regulations, imposing an additional burden on a user of medical marijuana. (This comment has been addressed in the Background and Discussion sections of this report.)
2. Reviewing material from an earlier staff report related to the adoption of Chapter 14.59, the Commissioner noted that law enforcement and legal counsel were cited in the report, but that there was no reference to public health authorities, people with medical expertise, and patients' rights advocates. He expressed a desire to see these viewpoints represented. (This comment has been addressed in the Background section of this report, demonstrating that the Council considered varying viewpoints in adopting Chapter 14.59. It is noted that information regarding other represented viewpoints was requested and not available at the meeting.)
3. The Commissioner stated that through his own research he found advocacy organizations such as Americans for Safe Access that provide information contradicting information regarding the propensity of dispensaries to produce crime and law enforcement problems. He questioned the rationale behind the adoption of the original Ordinance and noted that the climate has changed since its adoption.
4. The Commissioner stated that for those situations where medical marijuana use has been deemed to be helpful, such as cancer, ALS and chronic pain, medical marijuana may offer a preferred alternative to opiates and medications that have greater consequences to a patient's health.
5. The Commissioner stated that the proposed Ordinance adds a burden to access to medical marijuana without presenting the justification for doing so. He questioned how there is a connection to legitimate planning authority to create a restriction on delivery when the delivery originates from outside the City. (This comment has been addressed in the Discussion section of this report.)
6. The Commissioner stated that he would want to see information in support of the harm that would be caused by allowing deliveries. He reiterated that the proposed Ordinance harms those patients who need access to medical marijuana by restricting deliveries.

Commissioner La fevers expressed support for the proposed Ordinance and had the following comments:

1. The Commissioner stated his belief that Chapter 14.59 was put in place to ensure local control over the regulation of medical marijuana dispensaries and represents a balance between a patient's needs, public safety, and other quality of life issues.

2. The Commissioner stated that while he recognizes that there are other perspectives that the Commission may not have heard from, the proposed Ordinance is being put forward in reaction to new State law that has not been vetted. He stated that the City has an interest in retaining local control over this issue.
3. The Commissioner also reminded the Commission that the City would have the ability to further modify and adjust its medical marijuana regulations in the future if it so desired.

Commissioner Moyer provided the following comments:

1. The Commissioner expressed support for the proposed Ordinance in order to maintain local control over medical marijuana issues.
2. The Commissioner stated that he takes issue with the staff report and its use of the words "morals" and "comfort," grouped with health, safety and welfare. (This comment has been addressed in this report.)
3. The Commissioner also expressed his displeasure with portions of the staff report that seem to assume that medical marijuana use is associated with criminality.

Commissioner Benefield provided the following comments:

1. The Commissioner expressed support for the portions of the proposed Ordinance that regulate dispensaries and cultivation since those are land use issues.
2. She stated that the delivery aspect of the proposed Ordinance was bothersome as it effectively takes away a person's ability to get medical marijuana when they need it. She stated that if the delivery section were removed she would vote for the proposed Ordinance.

The Planning Commission ultimately voted 3-1 (Callender voting no, Allen absent) to recommend that the City Council adopt the proposed Ordinance, with the removal of the provisions regulating the delivery of medical marijuana. The Commission also requested that staff provide a thorough recounting of its deliberations for the Council's consideration.

DISCUSSION

Staff is proposing that Chapter 14.59 be amended to clarify the existing prohibition on cultivation and delivery of medical marijuana by persons other than qualified patients and primary caregivers. The purpose of the proposed amendments to Chapter 14.59 is to maintain local control, in light of language included in the MMRSA.

As stated above, the MMRSA provides that if the City does not regulate or prohibit cultivation by March 1, 2016, the State will become the sole licensing authority for the cultivation of medical marijuana within the City. If the City does not explicitly prohibit deliveries of medical marijuana by the time the State begins issuing licenses for delivery, deliveries will be allowed with a State license. Because the MMRSA does not provide that a City may adopt cultivation and delivery regulations after these dates, a court could find that the MMRSA preempts a city from regulating cultivation after March 1, 2016 and deliveries after the date on which the State begins to issue licenses. By adopting Ordinance No. 623 in 2007, the City Council demonstrated its intent to regulate cultivation and deliveries at the local level.

The proposed Ordinance clarifies the Council's intent in adopting Chapter 14.59 and also makes other minor cleanup changes to Chapters 14.08 and 14.59. For example, the proposed Ordinance deletes references to "person with an identification card" because any person with an identification card is also a qualified patient under State law.⁷

Definitions

The proposed Ordinance would add definitions and amend the current definition of a dispensary to clarify what activities constitute operation of a dispensary, cultivation, and delivery. The proposed Ordinance also adds a definition for medical marijuana.

14.08.441 - Medical marijuana.

"Medical marijuana" means marijuana that is used as for medical purposes in strict accordance with California Health and Safety Code Section 11362.5 et seq. (the "Compassionate Use Act of 1996"), as those provisions now appear or may hereafter be amended or renumbered.

14.08.442 - Medical marijuana cultivation.

"Medical marijuana cultivation" means the planting, growing, harvesting, drying, or processing of marijuana plants, or any part thereof, for use as medical marijuana, and any and all associated business and/or operational activities.

14.08.443 - Medical marijuana delivery.

"Medical marijuana delivery" means the delivery, transfer, or transport of marijuana, marijuana edibles, and/or any marijuana products for use as medical marijuana to or from any location within the jurisdictional limits of the City, and any and all associated business and/or operational activities.

⁷ The proposed Ordinance considered by the Planning Commission at its January 4, 2016 meeting included deletions of the references to "person with an identification card" within the text of Chapter 14.59, but the intended deletion of the definition of "person with an identification card" provided in Chapter 14.08 was inadvertently omitted. The proposed Ordinance before the Council has been corrected to include deletion of the definition section as well. This correction does not change the substance of the ordinance considered and recommended by the Planning Commission.

14.08.444 - Medical marijuana dispensary.

"Medical marijuana dispensary" means any for-profit or not-for-profit facility or location, whether permanent or temporary, stationary or mobile, where the owner(s) or operator(s) intends to, allows others to, or does possess, cultivate, make available, sell, distribute, exchange, transmit, give or otherwise provide medical marijuana for the use of any person. Notwithstanding the foregoing, a medical marijuana dispensary shall not include the following uses, as long as the location of such uses is otherwise regulated by this code or applicable law: a clinic licensed pursuant to Chapter 1 of Division 2 of the Health and Safety Code; a healthcare facility licensed pursuant to Chapter 2 of Divisions 2 of the Health and Safety Code; a facility licensed pursuant to Chapter 2 of Division 2 of the Health and Safety Code; a residential care facility for persons with chronic life-threatening illness licensed pursuant to Chapter 3.01 of Division 2 of the Health and Safety Code; a residential care facility for the elderly licensed pursuant to Chapter 3.2 of Division 2 of the Health and Safety Code; a residential hospice, or a home health agency licensed pursuant to Chapter 8 of Division 2 of the Health and Safety Code, as long as such use complies strictly with applicable law, including, but not limited to, Health and Safety Code Section 11362.5 et seq.

Prohibited Activities

The proposed Ordinance would continue the current prohibition on the establishment of medical marijuana dispensaries within the City. It would also clarify the existing prohibitions on cultivation and delivery by anyone other than a qualified patient or primary caregiver. The proposed Ordinance maintains the exception for a qualified patient or primary caregiver to possess, cultivate, or provide medical marijuana.

One concern raised by Planning Commissioners at their January 4, 2016 hearing is that a prohibition on any person except for a primary caregiver making deliveries of medical marijuana places an additional burden on a patient who is not able to travel to a storefront dispensary to obtain medical marijuana. As stated above, the proposed Ordinance only clarifies the existing prohibition on deliveries by persons other than primary caregivers; it does not enact any new prohibition.

In response to Planning Commissioner concerns, staff investigated the availability of storefront medical marijuana establishments in Santa Barbara, Goleta and Ventura. Staff was able to verify the existence of three operating dispensaries located in Goleta. The City of Santa Barbara approved a storefront dispensary last year, but it has not yet opened for business. Santa Barbara also has one pending application and one application on appeal for additional storefront locations. The City of Santa Barbara currently allows a maximum of three dispensaries. The number of storefront dispensaries in the area fluctuates over time. In recent years there were as many as four dispensaries operating in the City of Santa Barbara, though all have closed due primarily to federal enforcement.⁸

⁸ *Federal Raids Have Snuffed Out Santa Barbara's Pot Dispensaries* (December 10, 2012), Noozhawk.

Allowing deliveries of medical marijuana by persons other than primary caregivers also presents some complications and problems. For example, it can be more difficult to track and monitor a delivery service to ensure compliance with applicable laws.⁹ Delivery vehicles also present targets for armed robbers seeking cash and marijuana, leading some drivers to carry weapons or hire armed guards for protection.¹⁰ Advocates for delivery argue that in cases where a person does not have a primary caregiver and is immobile, delivery services provide the only access to medical marijuana.

Two Planning Commissioners expressed reservations about the propriety of regulating deliveries that originate outside the City under the City's zoning code. The regulation of delivery activities can be justified as an activity ancillary to the operation of a medical marijuana dispensary.

The MMRSA recognizes that a dispensary includes an establishment that delivers medical marijuana.¹¹ Once a delivery vehicle enters the City's jurisdiction, it would be considered a dispensary and the courts have found that cities have the right to regulate dispensaries under their authority to regulate land use.¹² Furthermore, the Legislature has impliedly recognized the authority of local jurisdictions to regulate deliveries of medical marijuana by providing that deliveries can only be made in a city or county "that does not explicitly prohibit it [deliveries] by ordinance."¹³

Finally, one Planning Commissioner commented that the climate surrounding medical marijuana dispensaries has changed since the adoption of Chapter 14.59. Multiple Commissioner comments indicated dissatisfaction with the City's current regulations.

As reported to the City Council in 2007 and reiterated in this report, while the State of California has provided defenses to criminal prosecution for personal use of medical marijuana, all marijuana use remains illegal under Federal law. Chapter 14.59 represents the City's best efforts to adopt regulations consistent with both State and Federal law by allowing only valid personal use of medical marijuana. Though there may have been societal changes regarding medical marijuana use since Chapter 14.59 was adopted in 2007, the fact that State and Federal laws are in conflict and put the City in a complicated position with regard to regulating medical marijuana remains true.

The proposed Ordinance does not constitute a change in the City's current regulations. Instead, it only represents clarifications for the purpose of ensuring the preservation of local control in light new unclear and untested State laws. Staff recommends that the Council adopt the proposed Ordinance at this time to preserve local control. If the Council determines that it wishes to make substantive changes to the City's current

⁹ See *Feds to Target Medical Pot Deliveries* (Feb. 26, 2013), San Diego Tribune.

¹⁰ *Feds to Target Medical Pot Deliveries* (Feb. 26, 2013), San Diego Tribune.

¹¹ See Business & Prof. Code § 19300.5(n).

¹² See *City of Riverside v. Inland Empire Patients Health and Wellness Center, Inc.* (2013) 56 Cal.4th 729.

¹³ Business & Prof. Code § 19340(a).

regulations in light of changed conditions, after adoption of the proposed Ordinance, the Council may provide such direction to staff.

The proposed Ordinance provides the following clarified prohibitions:

14.59.030 - Prohibited acts and exceptions.

- A. The establishment, operation, or maintenance, or participation in the establishment, operation or maintenance, of a medical marijuana dispensary is prohibited in all zoning districts in the city.
- B. Medical marijuana cultivation is prohibited in all zoning districts in the city, with the exception of marijuana cultivation by a primary caregiver or a qualified patient when conducted in strict compliance with applicable law, including, but not limited to, Health and Safety Code Section 11362.5 et seq.
- C. Medical marijuana delivery is prohibited in all zoning districts in the city, with the exception of medical marijuana deliveries made by a primary caregiver to a qualified patient when conducted in strict compliance with applicable law, including, but not limited to, Health and Safety Code Section 11362.5 et seq..
- D. Nothing in this section shall preclude a qualified patient's primary caregiver from possessing, cultivating, or providing marijuana for the personal medical purposes of the patient, and nothing shall preclude a qualified patient from using, possessing, or cultivating marijuana for the patient's own personal medical purposes, upon the written or oral recommendation or approval of a physician, so long as such use, possession or cultivation strictly complies with applicable law, including, but not limited to, Health and Safety Code Section 11362.5 et seq.

Public Nuisance

The proposed Ordinance clarifies that a violation of Chapter 14.59 constitutes a public nuisance. In the recent case of *Kirby v. County of Fresno*, Case No. F070056, Fifth Appellate Dist. (Dec. 1, 2015), the Appellate Court held that a local agency is preempted by State law from criminalizing activities for which State law provides a defense to criminal prosecution, such as possession and cultivation of medical marijuana by a qualified individual. But the court found that a local agency is not preempted from enforcing its land use regulations prohibiting such activities through public nuisance procedures.

Timing

In order to ensure the preservation of full local authority to regulate medical marijuana cultivation, the City's cultivation regulations should be in place by March 1, 2016. An ordinance is not effective until 30 days after a second reading by the City Council. To meet the March 1 deadline, the City Council must give the proposed ordinance a second reading by January 29, 2016.

The deadline for adopting regulations concerning medical marijuana deliveries is unclear. For this reason, as well as for the sake of efficiency, staff is recommending the adoption of delivery regulations at the same time as cultivation regulations are adopted.

ENVIRONMENTAL

The proposed Ordinance is exempt from CEQA pursuant to State CEQA Guidelines sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment), 15060(c)(3) (this activity is not a project as defined in section 15378) and 15061(b)(3) (the activity is covered by the general rule which exempts activities that can be seen with certainty to have no possibility for causing a significant effect on the environment). See Attachment B for more details.

POLICY CONSISTENCY

Staff has reviewed the General Plan and the Municipal Code and has reaffirmed its prior determination that an ordinance prohibiting medical marijuana uses such as dispensaries, cultivation, and delivery in all zones of the City, with exceptions for use by a primary caregiver and qualified patient, is consistent with the City's policies and goals.

Potential hardship to individuals with a legitimate need for medical marijuana is avoided because access to medical marijuana is available through other means: 1) medical marijuana patients and primary caregivers are allowed to grow marijuana for medicinal use; 2) medical marijuana is available to qualifying persons through health care providers; 3) medical marijuana dispensaries are operating in the County of Santa Barbara; and 4) the Ordinance allows personal use where it is done in strict compliance with applicable laws. Accordingly, the proposed Ordinance is consistent with the City's duty to promote the public health, safety, and welfare.

The proposed Ordinance is also consistent with the Zoning Code. The purpose of zoning is to provide a precise and detailed plan for the use of land in the city based on the general plan for the long term vision of the city. The City Council determined in 2007 that the use of land for medical marijuana activities other than valid personal medical use would be inconsistent with the City's small beach town character which emphasizes preservation of coastal resources and visitor serving commercial recreation.

FINANCIAL CONSIDERATIONS

None, as the proposed Ordinance simply clarifies existing prohibitions on medical marijuana dispensaries, cultivation and deliveries.

LEGAL

The City exercises its police powers through the adoption of legislation that protects the public's health, safety, and welfare. Where the City Council determines that the potential negative effects of activities associated with medical marijuana for other than

personal medical use on health, safety, and welfare outweigh any potential benefits, prohibition of such uses is appropriate.

OPTIONS

1. The Council could adopt the proposed Ordinance without the provisions addressing delivery, per the recommendation of the Planning Commission.
2. The Council could direct staff to modify the proposed Ordinance pursuant to discussion at the hearing.
3. The Council could decline to take action on the proposed Ordinance thereby leaving the City's current regulations in place.

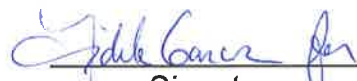
PRINCIPAL PARTIES EXPECTED AT MEETING

None

ATTACHMENTS

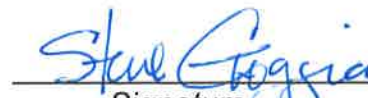
Attachment A	Proposed Ordinance No. 707
Attachment B	CEQA Notice of Exemption
Attachment C	City Council Staff Report, April 10, 2006
Attachment D	Ordinance No. 623

Report prepared by: Dylan Johnson, Legal Counsel
Brownstein Hyatt Farber Schreck, LLP, Acting as City Attorney



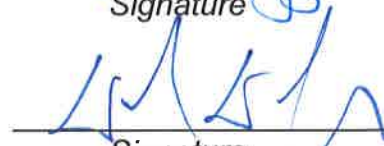
Signature

Report prepared by and Staff contact: Steve Goggia,
Acting Community Development Director
(805) 755-4414 / steveg@ci.carpinteria.ca.us



Signature

Reviewed by: Dave Durflinger, City Manager



Signature

Attachment A
Proposed Ordinance No. 707

Medical Marijuana Regulations
January 11, 2016

ORDINANCE NO. 707

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA, CALIFORNIA, AMENDING TITLE 14 (ZONING) OF THE CARPINTERIA MUNICIPAL CODE TO AMEND ZONING REGULATIONS PERTAINING TO MEDICAL MARIJUANA DISPENSARIES AND TO ESTABLISH ZONING REGULATIONS PROHIBITING CULTIVATION AND DELIVERY OF MEDICAL MARIJUANA

WHEREAS, in 1970, Congress enacted the Controlled Substances Act, codified at 21 U.S.C. section 841, which, makes it illegal to import, manufacture, distribute, possess or use marijuana in the United States; and

WHEREAS, the State of California makes it illegal, pursuant to Health and Safety Code section 11357 *et seq.*, to possess, cultivate, sell or use marijuana in California; and

WHEREAS, in 1996, the voters of the State of California approved Proposition 215, the "Compassionate Use Act," codified as Health and Safety Code section 11362.5 *et seq.*, which created a limited exception from state criminal liability under Health and Safety Code sections 11357 and 11358 for seriously ill persons who are in need of medical marijuana for specified medical purposes and who obtain and use medical marijuana under limited, specified circumstances; and

WHEREAS, in 2003, the State of California adopted Senate Bill 420, codified at Health and Safety Code section 11362.7 *et seq.*, to clarify the scope of the Compassionate Use Act and to allow cities to adopt and enforce rules and regulations consistent therewith (Health and Safety Code 11362.83); and

WHEREAS, the United States Supreme Court in *United States v. Oakland Cannabis Buyers' Cooperative*, 532 U.S. 483 (2001) and *Gonzales v. Raich*, 125 S. Ct. 2195 (2005) confirmed that the Controlled Substances Act does not contain a "compassionate use" exemption and therefore it is a violation of Federal law to use, possess, or distribute marijuana, even if such use is for medical purposes and in compliance with California law; and

WHEREAS, on October 9, 2015, Governor Brown approved the Medical Marijuana Regulation and Safety Act (MMRSA), which goes into effect on January 1, 2016, and establishes a comprehensive State licensing and regulatory framework for the cultivation, transportation, storage, distribution, and sale of medical marijuana through Assembly Bills 243 and 266 and Senate Bill 643; and

WHEREAS, according to the provisions of the MMRSA, unless local agencies have a land use ordinance in place by March 1, 2016 that regulates or prohibits the cultivation of medical marijuana within their jurisdictions, and/or an ordinance that expressly prohibits delivery of medical marijuana prior to the date that the State begins issuing licenses for delivery, such activities will be permitted and regulated by the State under the MMRSA; and

WHEREAS, in 2007, the City added Chapter 14.59 to the Carpinteria Municipal Code (CMC) to prohibit the establishment of medical marijuana dispensaries in all zones within the City's jurisdictional limits, which also established certain prohibitions on the cultivation and delivery of medical marijuana; and

WHEREAS, in the years since the City added Chapter 14.59, the law concerning regulation of medical marijuana uses has changed such that revisions clarifying Chapter 14.59 are necessary to maintain the City's original intent in adopting the regulations; and

WHEREAS, prohibiting medical marijuana uses within the City as business activities is necessary to protect the health, safety and welfare of the community, and to prevent adverse impacts that such activities may have on nearby properties and residents; and

WHEREAS, the City desires to amend Chapter 14.59 of the CMC to clarify the existing prohibitions on medical marijuana dispensaries, cultivation and delivery in all zones within the City's jurisdictional boundaries and any and all associated services, operational activities and businesses, while providing limited exceptions for use by qualified patients and primary caregivers in strict accord with State law; and

WHEREAS, the location and operation of medical marijuana uses is known to increase incidents of crime-related secondary impacts including marijuana use by and sales to those without medical need, crimes against people and property to obtain marijuana, and nuisances including loitering, littering, smoking, noxious odors and heavy traffic around dispensaries, all of which is inconsistent with surrounding uses and contrary to policies maintaining the individual's and public's peace, health, safety, and welfare; and

WHEREAS, the City Council is concerned that the location and operation of medical marijuana uses within the City has the potential to cause adverse impacts to surrounding development, to risk the public's peace, health, safety and welfare, and to put public officials and employees at risk of violating federal laws by issuing entitlements for illegal activities; and

WHEREAS, at a duly noticed meeting held on January 4, 2016, the Planning Commission considered Ordinance No. 707 and found the proposed amendments to the City's Zoning Code consistent with the City's General Plan/Local Coastal Program and recommended approval of the Ordinance to the City Council, with the deletion of section 14.59.030(C) regulating deliveries; and

WHEREAS, it is in the interest of public health, safety and welfare to establish regulations for medical marijuana dispensaries, cultivation and delivery within the City.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CARPINTERIA DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. INCORPORATION OF RECITALS

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 CHAPTERS 14.08 AND 14.59

Chapter 14.08 of the Carpinteria Municipal Code shall hereby be amended to add, delete, and amend the following definitions (additions in underline and deletions in strikethrough):

14.08.441 - Medical marijuana.

"Medical marijuana" means marijuana that is used as for medical purposes in strict accordance with California Health and Safety Code Section 11362.5 et seq. (the "Compassionate Use Act of 1996"), as those provisions now appear or may hereafter be amended or renumbered.

14.08.442 - Medical marijuana cultivation.

"Medical marijuana cultivation" means the planting, growing, harvesting, drying, or processing of marijuana plants, or any part thereof, for use as medical marijuana, and any and all associated business and/or operational activities.

14.08.443 - Medical marijuana delivery.

"Medical marijuana delivery" means the delivery, transfer, or transport of marijuana, marijuana edibles, and/or any marijuana products for use as medical marijuana to or from any location within the jurisdictional limits of the City, and any and all associated business and/or operational activities.

14.08.507 - Person with an identification card.

~~"Person with an identification card" shall have the meaning set forth in California Health and Safety Code Section 11362.7, as that section now appears or may hereafter be amended or renumbered.~~

14.08.444 - Medical marijuana dispensary.

"Medical marijuana dispensary" means any for-profit or not-for-profit facility or location, whether permanent or temporary, stationary or mobile, where the owner(s) or operator(s) intends to, allows others to, or does possess, cultivate, make available, sell, distribute, exchange, transmit, give or otherwise provide medical marijuana for the use of any person more than one qualified patient, person with an identification card, health care provider, primary caregiver, or physician, pursuant to Health and Safety Code Section 11362.5 et seq. (the "Compassionate Use Act of 1996") or any state regulations

~~adopted in furtherance thereof.~~ Notwithstanding the foregoing, a medical marijuana dispensary shall not include the following uses, as long as the location of such uses is otherwise regulated by this code or applicable law: a clinic licensed pursuant to Chapter 1 of Division 2 of the Health and Safety Code; a healthcare facility licensed pursuant to Chapter 2 of Divisions 2 of the Health and Safety Code; a facility licensed pursuant to Chapter 2 of Division 2 of the Health and Safety Code; a residential care facility for persons with chronic life-threatening illness licensed pursuant to Chapter 3.01 of Division 2 of the Health and Safety Code; a residential care facility for the elderly licensed pursuant to Chapter 3.2 of Division 2 of the Health and Safety Code; a residential hospice, or a home health agency licensed pursuant to Chapter 8 of Division 2 of the Health and Safety Code, as long as such use complies strictly with applicable law, including, but not limited to, Health and Safety Code Section 11362.5 et seq.

Chapter 14.59 of the Carpinteria Municipal Code shall hereby be amended and shall read as follows (deletions in strikethrough and additions in underline):

Chapter 14.59 - MEDICAL MARIJUANA DISPENSARY REGULATIONS

14.59.010 - Title.

The title of this chapter shall be "Medical Marijuana ~~Dispensary~~ Regulations."

14.59.020 - Purpose and intent.

The purpose and intent of this chapter is to prohibit the cultivation, dispensing, and delivery of medical marijuana dispensaries within the city, with limited exceptions for qualified patients and primary caregivers, and to declare the city's intent that the State of California shall not issue any license, permit, entitlement, or other approval for medical marijuana activities prohibited herein. It is recognized that it is a federal violation under the Controlled Substances Act to import, manufacture, distribute, possess or use marijuana even if for medical purposes. Additionally, there is evidence of an increased incidence of crime-related secondary impacts in locations associated with medical marijuana ~~dispensaries~~, which is contrary to the city policies that are intended to promote and maintain the public's health, safety and welfare.

14.59.030 - Prohibited acts and exceptions.

- A. ~~It shall be unlawful to~~ The establishment, operation, or maintenance, or ~~to participation~~ in the establishment, operation or maintenance, of a medical marijuana dispensary is prohibited, ~~as defined in Chapter 14.08,~~ in ~~any~~ zoning districts in the city.
- B. Medical marijuana cultivation ~~It shall be unlawful to establish, operate or maintain, or to participate in the establishment, operation or maintenance of any facility or location, stationary or mobile, used for the purpose of cultivating marijuana with the exception of unless such cultivating of marijuana is~~ marijuana cultivation by a primary caregiver or a qualified patient when conducted in and strictly

compliancees with applicable law, including, but not limited to, Health and Safety Code Section 11362.5 et seq.

~~C.~~ Medical marijuana delivery is prohibited in all zoning districts in the city, with the exception of medical marijuana deliveries made by a primary caregiver to a qualified patient when conducted in strict compliance with applicable law, including, but not limited to, Health and Safety Code Section 11362.5 et seq.

~~C.~~ D. Nothing in this section shall preclude a person with an identification card, qualified patient, or a qualified patient's primary caregiver, as defined in Chapter 14.08, from using, possessing or, cultivating, or providing marijuana for the personal medical purposes of the patient, and nothing shall preclude a qualified patient from using, possessing, or cultivating marijuana for the patient's own personal medical purposes, upon the written or oral recommendation or approval of a physician, so long as such use, possession or cultivation strictly complies with applicable law, including, but not limited to, Health and Safety Code Section 11362.5 et seq.

14.59.040 — Public nuisance Criminal penalties.

Violation of any provision of this chapter is declared to be a public nuisance and contrary to the public interest and may be enforced under Chapters 1.06 and 1.08.

14.59.050 – Construction; preemption.

This chapter does not apply to any activities that the city is preempted by state or federal law from regulating.

14.59.060 – Severability.

This chapter and the various parts thereof are hereby declared to be severable. Should any section of this chapter be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the chapter as a whole, or any portion thereof other than the section so declared to be unconstitutional or invalid.

SECTION 3. EFFECTIVE DATE

This Ordinance shall be in full force and effect thirty (30) days following passage by the City Council; and before the expiration of fifteen (15) days following passage, this Ordinance shall be published once with the names of the members of the City Council voting for and against the same in The Coastal View, 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 proposed Ordinance is exempt from CEQA pursuant to State CEQA Guidelines sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment), 15060(c)(3) (this activity is not a project as defined in section 15378) and 15061(b)(3) (the activity is covered by the general rule which exempts activities that can be seen with certainty to have no possibility for causing a significant effect on the environment).

SECTION 6. Publication

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

PASSED, APPROVED, AND ADOPTED this 25th day of January 2016, by the following called vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBER:

ABSENT: COUNCILMEMBER:

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 25th day of January 2016.

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
CEQA Notice of Exemption

Medical Marijuana Regulations
January 11, 2016

Notice of Exemption

Appendix E

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

County Clerk

County of: Santa Barbara

105 East Anapamu Street

Santa Barbara, CA 93101

From: (Public Agency): City of Carpinteria

5775 Carpinteria Avenue

Carpinteria, CA 93013

(Address)

Project Title: Medical Marijuana Ordinance Amendment

Project Applicant: City of Carpinteria

Project Location - Specific:

Citywide Carpinteria

Project Location - City: Carpinteria

Project Location - County: Santa Barbara

Description of Nature, Purpose and Beneficiaries of Project:

Amend provisions of the City's Zoning Code regarding medical marijuana to add definitions for medical marijuana, cultivation, and delivery, and to prohibit cultivation and delivery of medical marijuana with limited exceptions for qualified patients and primary caregivers.

Name of Public Agency Approving Project: City of Carpinteria

Name of Person or Agency Carrying Out Project: City of Carpinteria

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

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☒ Categorical Exemption. State type and section number: 15060(c)(2), 15060(c)(3) and 15061(b)(3)
- ☐ Statutory Exemptions. State code number: _____

Reasons why project is exempt:

Amending the existing code to prohibit cultivation and delivery of medical marijuana with limited exceptions would not result in a physical change in the environment, and the activity is not a project as defined in section 15378.

Lead Agency

Contact Person: Steve Goggia, CDD Director

Area Code/Telephone/Extension: (805) 755-4414

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? ☐ Yes ☐ No

Signature: _____ Date: _____ Title: _____

☐ Signed by Lead Agency ☐ Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____

Attachment C
City Council Staff Report, April 10, 2006

Medical Marijuana Regulations
January 11, 2016

STAFF REPORT
COUNCIL MEETING DATE:
April 10, 2006

ITEM FOR COUNCIL CONSIDERATION:

PROGRESS REPORT AND PROPOSAL TO EXTEND, THE MORATORIUM ON ANY AND ALL MEDICAL MARIJUANA DISPENSARIES

Report prepared by: Alexandra M. Barnhill, Deputy City Attorney

Department: City Attorney

Alexandra Barnhill
Signature

Reviewed by:

City Manager

[Signature]
Signature

Admin. Services Dir.

[Signature]
Signature

STAFF RECOMMENDATION:

Adopt Ordinance No. 612, thereby extending the moratorium on any and all Medical Marijuana Dispensaries for an additional 10 months and 15 days, commencing April 13, 2006.

I. BACKGROUND:

In 1996, the California voters enacted the "Compassionate Use Act of 1996" (H&S Code 11362.5) ("Act") which allows qualified persons to distribute and use medical marijuana for personal medical purposes, without violating State laws. In 2003, the legislature enacted SB 420, the "Medical Marijuana Program" (H&S Code 11362.7) which directs the State Department of Health Services to establish a program and procedure to issue ID cards to qualified patients. SB 420 also allows cities to adopt and enforce rules and regulations consistent with the Medical Marijuana Program. (H&S Code 11362.83). However, recent Supreme Court rulings have found there is no medical marijuana exception to the federal prohibition on marijuana use. This conflict between state and federal law has made it difficult for municipalities to regulate in this area.

The majority of California cities have found that their zoning ordinances do not address such facilities and have chosen to respond by enacting moratoria on medical marijuana dispensaries. Similarly, Carpinteria's Zoning Ordinance does not specifically address medical marijuana dispensaries as a permitted use in any zoning district and no such facility is currently operating within the city limits.

Prompted by the increased potential for location of such a facility within City limits given the extensive movement of other cities to ban such facilities, the Staff

recommended that the City Council adopt Ordinance No. 610 establishing a moratorium on any and all medical marijuana dispensaries. This recommendation was based in part on concerns that the dispensaries may cause negative secondary effects such as encouraging marijuana use by those without medical need and increasing criminal activity in and around the facilities. On February 27, 2006 City Council approved a interim urgency moratorium on medical marijuana dispensaries in the City of Carpinteria. The moratorium was a temporary action, valid for 45 days, designed to allow staff and Council an opportunity to research and review the options and impacts of allowing a dispensary somewhere within the city limits.

The purpose of this agenda matter is to provide a progress report to the City Council on staff research efforts to date, to review the potential timeline for enacting a permanent policy, to describe the options available to the Council regarding permanent responses regarding medical marijuana dispensaries, and based on the status report, to allow the City Council to consider extending the moratorium.

II. DISCUSSION:

A. Staff's Research on Personal Medical Use

At the February 27th City Council meeting, the Council asked Staff to look into drafting any future ordinances enacting a temporary moratorium on medical marijuana dispensaries in a way that makes more clear that personal medical marijuana use - in accordance with the Compassionate Use Act - is not restricted by the moratorium. The City Attorney's Office has undertaken the proposed research and has modified the attached ordinance accordingly. The changes to the ordinance include 1) defining the term "medical marijuana dispensary" as a facility or location where the owner or operator has medical marijuana for the use of *more than one* qualified patient, health care provider, primary caregiver or physician; 2) including a savings clause to allow for activities that strictly comply with the Compassionate Use Act, and 3) clarifying that the term medical marijuana dispensary does not include certain designated, state-licensed healthcare facilities, as defined in the Act. A redlined copy is available to clarify exactly where the changes were made. The Staff feels that these changes strike the appropriate balance between protecting the City's ability to exercise police power to protect the health safety and welfare of its residents and avoiding regulation of activities potentially governed by state law.

B. Staff Research of Interim Moratorium Issues

Ordinance No. 610 noted that if medical marijuana dispensaries were allowed to be established without the appropriate regulation such uses might:

- 1) be established in areas that would conflict with the requirements of the General Plan,
- 2) be inconsistent with surrounding uses,
- 3) be incompatible with State and federal judicial rulings on the legality of such dispensaries or
- 4) be immediately detrimental to the public health, safety and welfare.

Since the Ordinance's passage, Staff and the City Attorney's office have begun to research these issues. Our research indicates that significantly more work will be

required for the City to deal appropriately with this complex issue. Nevertheless, the research we have done thus far has begun to shed light on the possible effects of medical marijuana dispensaries.

With respect to the first two areas of concern, the Staff has begun this analysis but requires more time to fully consider where, if anywhere, within the City such a facility could be located and maintain consistency with the general plan and surrounding uses. Staff is currently gathering ordinances from other cities that allow MMDs within their boundaries to determine what zoning and permitting restrictions those other cities place on dispensaries. This information will help the Staff conduct a guided analysis of our own zoning ordinance and determine where and under what conditions, if any, a dispensary could be permitted.

With respect to the third area of concern, the City Attorney is monitoring the judicial rulings in this area to ensure that our ordinance will reflect the most recent State and federal legal interpretations. After the passage of the Ordinance, the City Attorney's office requested and obtained pleadings of ongoing cases against cities that enacted permanent bans of MMDs. Of particular interest, the defense counsel for the City of Concord let us know that the lawsuit against that city for enacting a ban on dispensaries was voluntarily dismissed in response to a demurrer. The Staff is in possession of the demurrer to the complaint as well as the supporting memorandum of points and authorities. The City Attorney's office reviewed these documents and found the sections on preemption enlightening. The Staff will continue to monitor and seek information about the other lawsuits on this matter because they will provide important guidance regarding the viability and advisability of a permanent ban.

Finally, in researching the fourth area of concern, the staff has sought to obtain information regarding other jurisdictions' experiences to determine what, if any, potential impacts allowing such dispensaries would have on the public health, safety and welfare. Because of the prevalence of this issue, public agency local planners have recently compiled a list of responses regarding cities' experiences in adopting moratoriums or allowing and regulating dispensaries. This summary is attached for reference as "Exhibit A." Staff wishes to point out that we have no direct knowledge of the information contained in this summary.

In addition to the activities described above, since the passage of the interim ordinance, the City's Attorney's Office corresponded with other city attorney's offices and obtained information from a recent League of California Cities' City Attorney's Fall Conference in which options for local land use regulations related to medical marijuana were discussed. The City Attorney's Office is reviewing this material and will use it to guide the development of the City's long term approach to medical marijuana dispensaries.

C. Staff Research of Alternatives to Moratoria

The staff's research has noted that besides establishing interim moratoria there have been three general responses among other jurisdictions to medical marijuana dispensaries. The first response is to do nothing. By taking no action, the City faces the possibility that an operator could set up a dispensary within City limits while the municipal code does not directly address such facilities. This could lead to the negative secondary impacts that the temporary ban was designed to avoid.

Another response has been to enact a permanent ban on medical marijuana dispensaries. Current estimates suggest that 15 cities and 2 counties have complete bans. Typically, these bans have been based on a rationale that under recent Supreme Court decision, *Gonzales v. Raich*, (125 S. Ct. 2195 (2005)), medical marijuana is illegal under the federal Controlled Substances Act. These cities refuse to license illegal activities by allowing the establishment of such dispensaries within their boundaries. As noted previously, several cities that have enacted permanent bans have been sued and the results of the majority of those lawsuits are pending.

The final response among municipalities has been to allow MMDs through regulatory standards and permits. Current estimates suggest that 24 cities and 3 counties have regulatory ordinances. These ordinances typically limit the number of dispensaries, require Conditional Use Permits, and establish zoning requirements and operational requirements. These three alternative responses are discussed in more detail in the following section.

The City's current 45-day interim moratorium is due to expire on April 13, 2006. That timeline does not leave Council sufficient time to take any permanent action on this item nor does it provide adequate time for staff to research this complex issue. Therefore, staff is recommending that Council extend the moratorium for ten months and fifteen days, as provided by Section 65858(a) of State Planning and Zoning Law. An additional extension of up to one year is available at the end of this period if necessary. If the Council so directs, the urgency ordinance attached hereto as Exhibit B can be adopted.

III. ALTERNATIVES:

If the Council chooses not to extend the interim urgency ordinance, there are three possible approaches to this issue: 1) do nothing, 2) ban them outright, or 3) develop regulations to allow dispensaries. Each is discussed briefly below.

Option #1 - Do Nothing

The existing City zoning regulations do not provide for the location and/or regulation of medical marijuana dispensaries. By taking no action, an operator might attempt to locate a medical marijuana dispensary in any zone that allows retail uses, drug stores, or medical uses. Since there are no current regulations specifically dealing with medical marijuana dispensaries, if dispensaries were established without appropriate regulation, such uses might occur in sensitive locations, conflict with the requirements of the General Plan, be inconsistent with surrounding uses, or be detrimental to the public health, safety and welfare. For those reason, and given the negative secondary impacts that other cities have reported, the staff would not recommend this option. The staff believes more time is needed to study the possibility of adopting regulations regarding medical marijuana dispensaries that are in harmony with current zoning.

Option #2 – Establish a Permanent Ban

The City could choose to take the position, as other cities and counties have, that federal law prohibits the use and or possession for any purpose including medical purposes and thus can prohibit the operation of a medical marijuana dispensary to protect the health safety, and general welfare of the residents and businesses within the

City. However, given the ongoing legal controversy between State and Federal courts, as well as the litigation that such permanent ordinances have produced, if the Council wishes to permanently ban such enterprises, such an action would be the most defensible if city staff had time to research, analyze and articulate the justification for such an action.

Option #3 – Establish Regulations

The City could choose to allow such dispensaries within its limits and to enact regulations governing their operation. For example, the City could, by establishing clear zoning requirements and a new ordinance, regulating location, hours of operation, on site activities (e.g., no alcohol sales), age of people allowed on site, registering employees, and imposing background checks on those employees. Additionally, regulating the enterprise gives the City a process by which a facility's permit can be discontinued or modified if it becomes a public nuisance. It also gives the operator a process to appeal the denial or cancellation of a permit. Enacting such an ordinance would require careful consideration of the alternatives on the staff's part and research into the potential implications of doing so. Thus, the Staff would not recommend establishing regulations at this time.

IV. LEGAL:

Staff is recommending an extension of the moratorium for 10 months and 15 days, measured from April 13, 2006. Any extension would require a 4/5 vote of City Council.

V. FINANCIAL CONSIDERATIONS:

This report is provided for informational purposes and does not result in any immediate fiscal impact. However, the issues presented in this report may lead to future Council action with potential fiscal impacts, including, but not limited to, monitoring and enforcement of regulations.

VI. ATTACHMENTS:

1. Exhibit A – Summary of Other Jurisdictions' Experiences Regarding Secondary Effects
2. Exhibit B – Ordinance No. 612 Extending the Moratorium

EXHIBIT A:

**SUMMARY OF OTHER JURISDICTIONS' EXPERIENCES REGARDING
SECONDARY EFFECTS**

SOURCE: Planning Staff of city of San Luis Obispo, available online at:
<http://www.ci.san-luis-obispo.ca.us/CityClerk/agendas/2004/101904packet/b2%20medical%20marijuana.pdf>

Municipality	Experience
Roseville	• They currently have one dispensary in town. This dispensary was established prior to their current regulations and was grandfathered in. • Street level dealers are trying to sell to those going to the dispensary at lower price. • People are smoking marijuana in public around the facility. • People are coming to the community from out of town and out of state to obtain marijuana (Nevada State and San Joaquin County, etc). • Marijuana DUI by people who have obtained marijuana from dispensary. • There has been at least one burglary attempt into the dispensary building.
Arcata	• There are two dispensaries in town that share a building. • The two dispensaries have an ongoing disagreement with each other that has resulted in numerous calls for police services to settle disputes. • The facilities don't have proper electrical support and continuously blow out the electricity in the area. They have not complied with upgrading their electrical systems or responded to fire department concerns regarding proper exits and signage. • There have been numerous instances where people have purchased marijuana at the dispensary and then resold it at a nearby park. • A doctor has come to the dispensaries and, for a fee, will provide a medicinal marijuana recommendation for just about any complaint the patient makes.
Oakland	• They had more than 15 in Oakland, now limited to four by ordinance but control is not very strong. The fines are too small to control a lucrative business. • Large criminal element drawn to the dispensary location. • Marijuana dealers who have a doctor's recommendation are purchasing from the dispensary and then conducting illegal street sales to those who do not have the recommendation. • Street criminals in search of the drugs are robbing medical marijuana use patients of their marijuana as they leave the dispensary. • Thefts and robberies around the location are occurring to support the illegal and legal (by State law) drug commerce. • The Police Chief mentioned that a shoe repair business next door to a dispensary has been severely impacted because of the concentration of criminals associated with the dispensary. The shoe repair business owner is considering shutting down. • Most of the crime goes unreported because the users do not want to bring negative publicity to the dispensary. • The dispensaries have an underground culture associated with them. • At least one of the dispensaries had a doctor on the premises giving recommendations on site for a fee. • One location was a combination coffee shop and dispensary and marijuana was sold in baked goods and for smoking. • Dispensary management told police that they cannot keep the criminal element out.

Hayward	• Hayward has three dispensaries, two legal under local ordinance and one illegal. • They have had robberies outside the dispensaries. • They have noticed more and more people hanging around the park next to one of the dispensaries and learned that they were users in between purchases. • Have problems with user recommendation cards – not uniform, easily faked. • One illegal dispensary sold coffee, marijuana and hashish – DA would prosecute the hashish sales and possession violations after arrests were made. • Received complaints that other illegal drugs are being sold inside the dispensaries. • The dispensaries are purchasing marijuana from growers that they will not disclose. • The Police Chief believes the dispensaries do not report problems or illicit drug dealers around their establishments because they do not want the police around. • Hayward Police arrested a parolee attempting to sell three pounds of marijuana to one of the dispensaries. • Hayward has recently passed an ordinance that will make marijuana dispensaries illegal under zoning law in 2006.
Lake County	• Lake County has one marijuana dispensary in Upper Lake. • The biggest problem is the doctor close by the dispensary who is known across the state for being liberal in his recommendations to use marijuana for a fee of \$175. • Many “patients” come from hours away and even out of state, Oregon specifically, to get a marijuana recommendation from the doctor. • Upper Lake has been impacted by the type of people coming from the marijuana doctor and dispensary. Citizens report to the Sheriff that the people coming to Upper Lake for marijuana look like drug users (“dopers”). • One quilt shop owner has told the Sheriff that she does not feel safe anymore because of the type of people drawn to the marijuana doctor and the dispensary, which are located close together in a very small town. • They also have a notorious marijuana grower who beat prosecution for cultivation by make a medical claim. Law enforcement has taken a hands-off approach even though he is blatantly violating the law. • The marijuana grower has recently claimed to be a church to avoid paying taxes.
Fairfax	• Fairfax has one marijuana dispensary. • Fairfax has had some problems with patients selling to non-patients. • They have had problems with purchasers from dispensary congregating at a baseball field to smoke their marijuana. • Fairfax police arrested one person who purchased marijuana at the dispensary and then took it to a nearby park where he tried to give it to a minor for sex. • Very small town and low crime rate.
Berkeley	• Has four facilities operating in the City currently (last 3-4 years). • There have been several take over robberies of the dispensaries. • There have been arrests where legitimate purchasers have resold marijuana on the street to well individuals. • Obvious young people entering and purchasing marijuana from the dispensary. • Recommended that if we did not currently have the dispensaries, we should not allow them. • Police department has been given explicit instructions by their City Council not to take any kind of enforcement action against the dispensaries or people going in or out of the facility. • Facilities will accept any Health Department cards, even those obviously faked.

SUMMARY OF OTHER JURISDICTIONS' REGULATORY APPROACHES

Source: summary of information provided by City of Buelton as reported by City of Albany available online at http://www.albanyca.org/archive/pdf/040306_5_2L1_AttI1_MedMariSumy.pdf . An additional list of cities and their regulations can be found at <http://www.safeaccessnow.org/article.php?id=3165>

City of Morro Bay	Allowed by right in C-1 zone, minor CUP in other commercial zones; standards under review with zoning ordinance update
City of Santa Ana	Moratorium until 9/1/2006
City of El Cerrito	Moratorium until July 2006
City of San Rafael	Prohibited
City of Pomona	Moratorium being prepared to allow further study of issue
City of San Leandro	Moratorium until November 2006
City of Carpinteria	Moratorium being prepared to allow further study
City of Santa Maria	Moratorium until April 2006
City of Mountain View	Although they are not a listed use in the code, Staff concluded after an analysis that they could be permitted thru interpretation of "the same or similar to a listed use" as a pharmacy; provided they were licensed.
City of Turlock	Emergency ordinance prohibiting these facilities pending further study
Town of Colma	Prohibited – preempted by Federal law
City of Pacifica	Prohibited
City of Mill Valley	Moratorium until June 5, 2006
City of Pinole	Moratorium in place; the City Council directed staff to form a task force to research the issue
City of Yorba Linda	Stand alone facility not permitted; allowed if part of an established pharmacy with doctor's prescription
City of Ukiah	Several ordinances adopted to regulate these uses -- contact Marie Ulvila at marieu@cityofukiah.com for details
City of Susanville	Prohibited; City being sued over the prohibition
City of Gardena	Defined as a criminal activity and prohibited per Federal law
City of Millbrae	CUP in commercial zones (considered a "clinic" use)
City of Lemoore	Prohibited
City of Visalia	Ordinance adopted that regulates the use
City of Fort Bragg	CUP in industrial zone with background check/fingerprinting by the Police Department; special regulations adopted (at www.fortbragg.com)
City of Costa Mesa	Prohibited
City of Pismo Beach	Prohibited by ordinance per Federal preemption outside Coastal Zone; ordinance pending Coastal Commission certification inside Coastal Zone
City of Antioch	Moratorium until October 2006

EXHIBIT B:

ORDINANCE NO. 612

**AN ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF CARPINTERIA, CALIFORNIA
EXTENDING AND AMENDING A MORATORIUM
ON ANY AND ALL MEDICAL MARIJUANA
DISPENSARIES.**

WHEREAS, the voters of the State of California approved Proposition 215, codified as Health and Safety Code section 11362.5 *et seq.* and entitled “The Compassionate Use Act of 1996” (the “Compassionate Use Act”); and

WHEREAS, the State of California adopted Senate Bill 420 (Vasconcellos, 2003) to clarify the scope of the Compassionate Use Act and to allow cities to adopt and enforce rules and regulations consistent with Senate Bill 420; and

WHEREAS, the legality of medical marijuana dispensaries is currently being tested in numerous lawsuits in state and federal court brought by the Americans for Safe Access and other organizations against California cities, and the City of Carpinteria (“City”) staff needs time to fully analyze these decisions and their implications;

WHEREAS, the City’s current zoning ordinance does not address medical marijuana dispensaries and other cities have reported negative secondary impacts, such as location of medical marijuana dispensaries near sensitive land uses and residentially zoned properties, which compromised the community health, safety, and welfare; and

WHEREAS, because a significant number of cities have prohibited or heavily regulated medical marijuana dispensaries, there is a substantially increased likelihood that such establishments will seek to locate in the City of Carpinteria; and

WHEREAS, the City Council has directed City staff to prepare a proposal to adopt zoning regulations to limit the allowable zones and require conditional use permits and / or prohibit medical marijuana dispensaries; and

WHEREAS, the City Council has previously adopted Ordinance 610 as an interim urgency ordinance establishing a moratorium on any and all medical marijuana dispensaries; and

WHEREAS, based on the foregoing, if medical marijuana dispensaries were allowed to be established without the appropriate regulation such uses might 1) be established in areas that would conflict with the requirements of the General Plan, 2) be inconsistent with surrounding uses, 3) be incompatible with State and federal judicial rulings on the legality of such dispensaries or 4) be immediately detrimental to the public health, safety and welfare; and if such uses were allowed to proceed, such uses could conflict with, and defeat the purpose of, the proposal to study and adopt new regulations regarding medical marijuana dispensaries; and

WHEREAS, this urgency ordinance is adopted pursuant to the requirements of government Code section 65858 which provides for the adoption of an urgency measure of interim ordinances for certain express purposes to protect the public safety, health and welfare and by a vote of four-fifths (4/5) majority of the voting City Council members;

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 for its adoption of this interim urgency ordinance.

SECTION 2. Finding, Declaration of Urgency.

The City Council of the City of Carpinteria hereby finds and declares that there is a need to enact an urgency interim ordinance establishing a moratorium on all new medical marijuana dispensaries, subject to the findings and conditions contained in this Ordinance. The City's current zoning ordinance does not address medical marijuana dispensaries. Other cities have reported negative secondary impacts of medical marijuana dispensaries, such as location of medical marijuana dispensaries near sensitive land uses and residentially zoned properties, which compromised the community health, safety, and welfare. Prior to issuing entitlements for such dispensaries, the City staff needs time to study the municipal code to ensure compatibility with the General Plan, consistency with surrounding uses, compliance with evolving state and federal law, and implications and secondary effects of such dispensaries on the health, safety and welfare of the residents and businesses of Carpinteria.

SECTION 3. Moratorium.

Notwithstanding any other provisions of the Carpinteria Municipal Code or any other ordinances or regulations of the City of Carpinteria to the contrary, no medical marijuana dispensary shall be established in the City, whether or not a permit of any kind is required from the City; further no permits, licenses or other applicable entitlements for use, which has as its result the final approval or allowance of medical marijuana dispensary facilities within the City of Carpinteria, shall be granted or approved by any employee, department or commission of the City for a period of ten (10) months and fifteen (15) days commencing April 13, 2006, unless such period is repealed or extended by a later enacted ordinance.

SECTION 4. Immediate Threat.

Based on the findings herein, this ordinance is adopted pursuant to California Government Code Section 65858 and is required 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 land use approvals or building permits for medical marijuana.

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 permits to said applicant pursuant to the conditional use permit process set forth in the Carpinteria Municipal Code. 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 a conditional use permit.

SECTION 6. Definitions.

A. For the purposes of this interim urgency ordinance, “medical marijuana dispensary” shall mean any for profit or not-for-profit facility or location, whether permanent or temporary, where the owner(s) or operator(s) intends to or does possess and cultivate, make available, sell, distribute, exchange, transmit, give or otherwise provide medical marijuana for the use of more than one (1) qualified patient, health care provider, primary caregiver, or physician, or allows others to possess and cultivate, make available, sell, distribute, exchange, transmit, give or otherwise provide medical marijuana for the use of more than one (1) qualified patient, health care provider, primary caregiver, or physician pursuant to Health and Safety Code Section 11362.5 *et seq.* (the “Compassionate Use Act of 1996”) or any State regulations adopted in furtherance thereof.

Nothing in this section shall preclude a patient, or a patient’s primary care giver from possessing or cultivating marijuana for the personal medical purposes of the patient upon the written or oral recommendation or approval of a physician, so long as such possession or cultivation strictly complies with applicable law, including, but not limited to, Health and Safety Code Section 11362.5 *et seq.*

Notwithstanding the foregoing, a medical marijuana dispensary shall not include the following uses, as long as the location of such uses is otherwise regulated by this code or applicable law: A clinic licensed pursuant to Chapter 1 of Division 2 of the Health and Safety Code; A healthcare facility licensed pursuant to Chapter 2 of Divisions 2 of the Health and Safety Code; A facility licensed pursuant to Chapter 2 of Division 2 of the Health and Safety Code; A residential care facility for persons with chronic life-threatening illness licensed pursuant to Chapter 3.01 of Division 2 of the Health and Safety Code; A residential care facility for the elderly licensed pursuant to Chapter 3.2 of Division 2 of the Health and Safety Code; A residential hospice, or a home health agency licensed pursuant to Chapter 8 of Division 2 of the Health and Safety Code, as long as such use complies strictly with applicable law, including but not limited to, Health and Safety Code Section 11362.5 *et seq.*

B. For the purposes of this interim urgency ordinance, “marijuana” shall have the same meaning as provided in Health and Safety Code Section 11018.

SECTION 7: Effective Date.

This interim urgency ordinance shall be in effect for a period of ten (10) months and fifteen (15) days commencing April 13, 2006, provided, however, that after notice pursuant to California Government Code Section 65090 and a public hearing, the City Council members may, by the affirmative vote of at least four-fifths (4/5) of the voting members, extend this interim or urgency ordinance for a further extension of one (1) year pursuant to California Government Code Section 65858.

SECTION 8: Amendment of Ordinance.

The City Council by ordinance after notice of public hearing, by the affirmative vote of at least four-fifths (4/5) of the voting City Council members 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 9: 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 10: CEQA Exemption.

The City Council finds that this ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) (Title 14, of the California Code of Regulations), because it has no potential for resulting in physical change to the environment, directly or indirectly; it prevents changes in the environment pending the completion of the contemplated City Code review.

PASSED, APPROVED, AND ADOPTED this 10th day of April, 2006, 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 10th day of April, 2006.

City Clerk, City of Carpinteria

APPROVED AS TO FORM:

Peter N. Brown, City Attorney
City of Carpinteria

Attachment D
Ordinance No. 623

Medical Marijuana Regulations
January 11, 2016

ORDINANCE NO. 623

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA,
CALIFORNIA AMENDING CHAPTER 14.08 AND ADDING CHAPTER 14.59
PROHIBITING THE OPERATION OF ANY AND ALL MEDICAL MARIJUANA
DISPENSARIES**

WHEREAS, in 1970, Congress enacted the Controlled Substances Act, codified at 21 U.S.C. section 841, which, makes it illegal to import, manufacture, distribute, possess or use marijuana in the United States; and

WHEREAS, the State of California makes it illegal, pursuant to Health and Safety Code section 11357 *et seq.*, to possess, cultivate, sell or use marijuana in California; and

WHEREAS, in 1996, the voters of the State of California approved Proposition 215, the "Compassionate Use Act," codified as Health and Safety Code section 11362.5 *et seq.*, which created a limited exception from state criminal liability under Health and Safety Code sections 11357 and 11358 for seriously ill persons who are in need of medical marijuana for specified medical purposes and who obtain and use medical marijuana under limited, specified circumstances; and

WHEREAS, in 2003, the State of California adopted Senate Bill 420, codified at Health and Safety Code section 11362.7 *et seq.*, to clarify the scope of the Compassionate Use Act and to allow cities to adopt and enforce rules and regulations consistent therewith (Health and Safety Code 11362.83); and

WHEREAS, the United States Supreme Court in *United States v. Oakland Cannabis Buyers' Cooperative*, 532 U.S. 483 (2001) and *Gonzales v. Raich*, 125 S. Ct. 2195 (2005) confirmed that the Controlled Substances Act does not contain a "compassionate use" exemption and therefore it is a violation of Federal law to use, possess, or distribute marijuana, even if such use is for medical purposes and in compliance with California law; and

WHEREAS, the location and operation of medical marijuana dispensaries is known to increase incidents of crime-related secondary impacts including marijuana use by and sales to those without medical need, crimes against people and property to obtain marijuana, and nuisances including loitering, littering, smoking, noxious odors and heavy traffic around dispensaries, all of which is inconsistent with surrounding uses and contrary to policies maintaining the individual's and public's peace, health, safety, and welfare; and

WHEREAS, the City Council is concerned that the location and operation of medical marijuana dispensaries within the City has the potential to cause adverse impacts to surrounding development, to risk the public's peace, health, safety and welfare, and to put public officials and employees at risk of violating federal laws by issuing business permits for illegal activities; and

WHEREAS, at its meetings of February 27 and April 10, 2006 and January 22, 2007 the City Council took the following actions regarding this Ordinance:

a. Considered the facts and analysis, including evidence from across the state of adverse secondary effects of medical marijuana dispensaries, including but not limited to increased crime, as presented in the staff reports prepared for this matter;

b. Conducted a public hearing to obtain public testimony on the moratorium ordinances;

c. Took legislative notice of the fact that patients and primary caregivers are allowed to grow marijuana for medical use by qualified patients and medical marijuana dispensaries have been established in other jurisdictions in Santa Barbara County within reasonable proximity to the City of Carpinteria; and

d. Directed staff to prepare an ordinance defining and prohibiting the operation of medical marijuana dispensaries;

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

SECTION 1. INCORPORATION OF RECITALS

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

SECTION 2. REPEAL OF URGENCY ORDINANCE 612

Urgency Ordinance No. 612 is hereby repealed.

SECTION 3 AMENDMENT OF CHAPTER 14.08

Chapter 14.08 of the Carpinteria Municipal Code shall hereby be amended and shall read as follows:

14.08.437 Marijuana.

“Marijuana” shall have the same meaning as provided in Health and Safety Code Section 11018, as that section now appears or may hereafter be amended or renumbered.

14.08.443 Medical Marijuana Dispensary.

“Medical marijuana dispensary” shall mean any for profit or not-for-profit facility or location, whether permanent or temporary, stationary or mobile, where the owner(s) or operator(s) intends to, allows others to, or does possess, cultivate, make available, sell, distribute, exchange, transmit, give or otherwise provide medical marijuana for the use of more than one (1) qualified patient, person with an identification card, health care provider, primary caregiver, or physician, pursuant to Health and Safety Code Section 11362.5 *et seq.* (the “Compassionate Use Act of 1996”) or any State regulations adopted in furtherance thereof. Notwithstanding the foregoing, a medical marijuana dispensary shall not include the following uses, as long as the location of such uses is otherwise regulated by this code or applicable law: A clinic licensed pursuant to Chapter 1 of Division 2 of the Health and Safety Code; A healthcare facility licensed

pursuant to Chapter 2 of Divisions 2 of the Health and Safety Code; A facility licensed pursuant to Chapter 2 of Division 2 of the Health and Safety Code; A residential care facility for persons with chronic life-threatening illness licensed pursuant to Chapter 3.01 of Division 2 of the Health and Safety Code; A residential care facility for the elderly licensed pursuant to Chapter 3.2 of Division 2 of the Health and Safety Code; A residential hospice, or a home health agency licensed pursuant to Chapter 8 of Division 2 of the Health and Safety Code, as long as such use complies strictly with applicable law, including but not limited to, Health and Safety Code Section 11362.5 *et seq.*

14.08.507 Person with an Identification Card.

“Person with an identification card” shall have the meaning set forth in California Health and Safety Code Section 11362.7, as that section now appears or may hereafter be amended or renumbered.

14.08.523 Primary Caregiver.

“Primary caregiver” shall have the meaning set forth in California Health and Safety Code Section 11362.7, as that section now appears or may hereafter be amended or renumbered.

14.08.533 Qualified Patient.

“Qualified patient” shall have the meaning set forth in California Health and Safety Code Section 11362.7, as that section now appears or may hereafter be amended or renumbered.

SECTION 4. CREATION OF CHAPTER 14.59

Chapter 14.59 of the Carpinteria Municipal Code shall hereby be created and shall read as follows:

14.59.010 Title.

The title of this chapter shall be “Medical Marijuana Dispensary Regulations.”

14.59.020 Purpose and intent.

The purpose and intent of this chapter is to prohibit medical marijuana dispensaries within the city. It is recognized that it is a Federal violation under the Controlled Substances Act to import, manufacture, distribute, possess or use marijuana even if for medical purposes. Additionally, there is evidence of an increased incidence of crime-related secondary impacts in locations associated with medical marijuana dispensaries, which is contrary to the city policies that are intended to promote and maintain the public’s health, safety, and welfare.

14.59.030 Prohibited acts and exceptions.

1. It shall be unlawful to establish, operate or maintain, or to participate in the establishment, operation or maintenance of a medical marijuana dispensary, as defined in Chapter 14.08, in any zoning district in the City.

2. It shall be unlawful to establish, operate or maintain, or to participate in the establishment, operation or maintenance of any facility or location, stationary or mobile, used for the purpose of cultivating marijuana unless such cultivating of marijuana is by a primary caregiver or a qualified patient and strictly complies with applicable law including, but not limited to, Health and Safety Code Section 11362.5 *et seq.*

3. Nothing in this section shall preclude a person with an identification card, qualified patient, or a patient's primary caregiver, as defined in Chapter 14.08, from using, possessing or cultivating marijuana for the personal medical purposes of the patient upon the written or oral recommendation or approval of a physician, so long as such use, possession or cultivation strictly complies with applicable law, including, but not limited to, Health and Safety Code Section 11362.5 *et seq.*

14.59.040 Criminal Penalties.

Violation of any provision of this chapter is declared to be a public nuisance and contrary to the public interest and may be enforced under Chapter 1.06 and 1.08.

SECTION 5: EFFECTIVE DATE

This Ordinance shall be in full force and effect thirty (30) days following certification as an amendment to the City's Local Coastal Program by the California Coastal Commission; and before the expiration of fifteen (15) days following passage, this Ordinance shall be published once with the names of the members of the City Council voting for and against the same in The Coastal View, a newspaper of general circulation, published in the City of Carpinteria.

SECTION 6: 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 7: CEQA EXEMPTION

The City Council finds that this ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Sections 15321(b) (Title 14, of the California Code of Regulations), which exempts law enforcement activities by peace officers acting under any law that provides a criminal sanction, and 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), because it has no potential for resulting in physical change to the environment, directly or indirectly; it prevents changes in the environment.

PASSED, APPROVED, AND ADOPTED this 14th day of May 2007, by the following called vote:

AYES: COUNCILMEMBERS: Carty, Clark, Armendariz

NOES: COUNCILMEMBER: None

ABSENT: COUNCILMEMBER: Stein, Ledbetter


Mayor of the City of Carpinteria

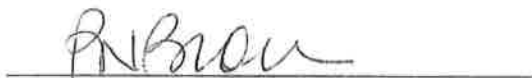
ATTEST:


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 14th day of May 2007.


City Clerk, City of Carpinteria

APPROVED AS TO FORM:


Peter N. Brown, City Attorney
City of Carpinteria