

City of Carpinteria
City Council Regular Meeting Agenda
Monday, March 14, 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**

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

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

1. Presentation by South Coast Task Force on Youth Safety.
2. Proclamation designating March 10, 2016, as California Arbor Day.

5:43 p.m. **PUBLIC INFORMATION REPORTS AND ANNOUNCEMENTS**

5:43 p.m. **CITY MANAGER'S REPORT**

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

5:45 p.m. **PRESENTATIONS BY CITIZENS/PUBLIC COMMENT**

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

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

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

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.

6:00 p.m.

CONSENT CALENDAR (to be approved with all 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.

3. Minutes of the regular meeting held February 22, 2016.
4. Expenditures for the period beginning February 18, 2016 and ending March 8, 2016.
5. Waive second reading in full and adopt as read by title only Ordinance No. 710, an Ordinance of the City Council, of the City of Carpinteria, California, Adding Chapter 9.46 of Title 9 (Public Peace, Morals and Welfare) of the City of Carpinteria Municipal Code Regarding Synthetic Drugs. This ordinance would prohibit the storage, provision, sale or distribution of synthetic drugs from any property within the City, and would define a violation of the ordinance as a public nuisance, punishable through administrative remedies and business license suspension or revocation.
6. Adopt Resolution No. 5747, authorizing the destruction of certain obsolete records in the City Clerk's Office as specified in Exhibit A of the Staff Report.

ADMINISTRATIVE MATTER(S): None

PUBLIC HEARING:

6:00 p.m.

7. Measure A Five Year Local Program of Projects for Fiscal Years 2016-17 through 2020-21

Recommendation: Receive the report and adopt Resolution No. 5645, approving the Measure A Five-Year Local Program of Projects for Fiscal Years 2016-17 through 2020-21, and authorizing submittal to the Santa Barbara County Association of Governments.

Staff presenter: Charlie Ebeling, Director of Public Works

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

OTHER BUSINESS:

- 6:15 p.m. 8. Traffic Safety Committee Recommendations

Recommendation: Adopt Resolution No. 5648, approving the recommendation of the City's Traffic Safety Committee from its meeting on February 25, 2016.

Staff presenter: Charlie Ebeling, Public Works Director

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

- 6:30 p.m. 9. A Consultant Agreement for the Preparation of a Feasibility Study for a Railroad Undercrossing and Trail at Holly Avenue or Ash Avenue and Connecting Trail Over Franklin Creek to Seventh Street

Recommendation: Authorize the City Manager to execute a Consultant Agreement in an amount not to exceed \$33,000.00 for Bengal Engineering, Inc. to study the feasibility of a trail undercrossing at the railroad tracks at Holly Avenue or Ash Avenue and to prepare concept plans for the undercrossing and connecting trail to Seventh Street.

Staff presenter: Matt Roberts, Parks and Recreation Director

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

- 6:45 p.m. 10. Engagement of a Consultant to Prepare a Feasibility Study for an Inn and Restaurant on City Owned Property at Parking Lot No. 3

Recommendation: Authorize the City Manager to engage Keyser Marston Associates to evaluate the feasibility of an inn and restaurant proposed to be located at Parking Lot No. 3.

Staff presenter: Matt Roberts, Parks and Recreation Director

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

- 7:00 p.m. 11. 2016 South Coast County Efficiency Partnership Agreement Extension

Recommendation: Authorize the City Manager to sign the South Coast Energy Efficiency Partnership Agreement Extension.

Staff presenter: Erin Maker, Environmental Coordinator

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

- 7:15 p.m. 12. Correction of the Minutes of the Regular City Council Meeting of February 8, 2016

Recommendation: Consider approval of the corrected minutes of the Regular City Council meeting of February 8, 2016.

Staff presenter: Dave Durflinger, City Manager

- 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 Safety 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)

3. Ad Hoc Committees

- a. Public Facility Site Acquisition/Development Committee (Carty & Nomura)
- b. Transportation Committee (Stein & Shaw)
- c. Joint City Council / Planning Committee General Plan and Coastal Plan Update Committee (Stein & Clark)
- d. Housing Assistance Benefit Committee (Stein & Nomura)

4. City Representatives on other Committees

- a. Community Media Access Center (Gary Dobbins)
- b. Santa Barbara Coastal Vector Control District (Ronald Hurd)
- c. Santa Barbara Metropolitan Transit District (Chuck McQuary)

ATTENDANCE OF COUNCILMEMBERS FOR FUTURE MEETINGS

7:35 p.m.

ADJOURNMENT

The next regular meeting to be held on **Monday, March 28, 2016** at **5:30 P.M.**, in the Council Chamber, City Hall, 5775 Carpinteria Avenue, Carpinteria, California.

City Council Regular Meeting Agenda

March 14, 2016

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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 755-5405 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, March 9, 2016, in the City Clerk's Office, on the City Hall Public Notices Board, and on the Internet.

PROCLAMATION

A PROCLAMATION OF THE CARPINTERIA CITY COUNCIL DESIGNATING THURSDAY, MARCH 10, 2016 AS CALIFORNIA ARBOR DAY IN THE CITY OF CARPINTERIA

WHEREAS, in 1872, the first Arbor Day was observed in Nebraska as a special day set aside for the planting of trees and to recognize the importance of trees in our daily lives; and

WHEREAS, March 10, 2016 has been designated as California Arbor Day and April 29, 2016 as National Arbor Day; and

WHEREAS, the City of Carpinteria recognizes the importance of trees in our daily lives as a source of beauty and comfort in the community by improving neighborhood appearance, creating a better living environment, affecting the weather by providing shade, heat reflection and wind protection, and improving air quality and contributing to energy conservation; and

WHEREAS, to promote community awareness and understanding of the importance of trees, a tree-planting ceremony will be held on California Arbor Day, Thursday, March 10, 2016 at El Carro Park (North Field), in the City of Carpinteria.

NOW, THEREFORE, I, Gregg A. Carty, on behalf of the Carpinteria City Council, do hereby proclaim March 10, 2016 as "CALIFORNIA ARBOR DAY" in Carpinteria and urge all citizens to recognize the importance of trees and participate in the ceremony at El Carro Park (North Field).

IN WITNESS THEREOF, I have hereunto set my hand and caused the official seal of the City of Carpinteria, California, to be affixed this 14th day of March, 2016.

Mayor, City of Carpinteria

ATTEST:

City Clerk, City of Carpinteria

**City of Carpinteria
City Council Minutes
Regular Meeting
Council Chambers
Monday, February 22, 2016**

CALL TO ORDER

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

ROLL CALL

Councilmembers present:

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

Staff members present:

Dave Durflinger, City Manager
Peter Brown on behalf of Brownstein Hyatt Farber Schreck, LLP, acting as City Attorney of the City of Carpinteria
Jessica Diaz on behalf of Brownstein Hyatt Farber Schreck, LLP, acting as City Attorney of the City of Carpinteria
Fidela Garcia, City Clerk
Steve Goggia, Acting Community Development Director
Shana Farley-Judkins, Assistant Planner
Matt Roberts, Parks and Recreation Director
John Thornberry, Administrative Services Director
Charles Ebeling, Public Works Director
Matt Maechler, Civil Engineer
Lt. Mike Perkins, Santa Barbara County Sheriff's Office

PLEDGE OF ALLEGIANCE

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

INTRODUCTIONS, PROCLAMATIONS AND PRESENTATIONS:

Mayor Carty stated he would be adjourning the meeting in honor and in memory of Guy Robitaille.

Peter Brown on behalf of Brownstein Hyatt Farber Schreck, LLP, acting as City Attorney of the City of Carpinteria, introduced Jessica Diaz on behalf of Brownstein Hyatt Farber Schreck, LLP. He noted that Ms. Diaz received degrees from Harvard University and the University of California Berkeley. Jessica Diaz on behalf of Brownstein Hyatt Farber Schreck, LLP stated she was looking forward to assisting the City Council and City staff.

PUBLIC INFORMATION REPORTS AND ANNOUNCEMENTS: None.

CITY MANAGER'S REPORT

- City Manager Dave Durflinger attended the League of California Cities City Managers' Group Department Meeting in Indian Wells February 3 through 5. A memorandum report was provided to the City Council.
- The 28th Annual Arbor Day Event will be held on March 10, at 12:00 p.m. The Holiday Hospice Tree will be planted at El Carro Park.
- Planning Commission Special Meeting on March 2 at 5:30 p.m. for reconsideration of short-term vacation rentals. The public is encouraged to come and participate.

Kevin Silk, Assistant to the City Manager, provided an update regarding commercial retail office vacancy rate in the City. He noted that the vacancy rate had dropped from 20.7 percent in the third quarter of 2015 to 1.3 percent at the end of 2015, mostly due to the reduction of 52,000 square feet from the conversion of the office building at 5464 Carpinteria Avenue to senior housing and the expansion of LinkedIn, Procore, and Plan Member Services. He stated that it was anticipated that this activity would bring additional jobs and spending activity in Carpinteria.

Councilmember Stein requested an update regarding the proposed office space at the Lagunitas property. Steve Goggia, Acting Community Development Director, responded that the current owners inquired about the possibility of rezoning the site to residential. He noted that this location is in the research park portion of a mixed-use project where the residential units have already been constructed. He stated that given the fact that there are new companies that have leased the vacant spaces in the research and industrial sector, staff believes it would be a matter of time before that property would be sold and developed for research and development use. He also stated that a developer could potentially build an assisted living project at Lagunitas under a conditional use permit.

PRESENTATIONS BY CITIZENS / PUBLIC COMMENT: None

AGENDA MODIFICATIONS

Mayor Carty noted there were additional items provided for Items 5, 6, and 9.

CONSENT CALENDAR

Motion by Councilmember Stein, seconded by Vice Mayor Shaw, to approve the Consent Calendar as presented, and waive reading, adopt, and read Ordinance No.709 by title only.

Fidela Garcia, City Clerk, read Ordinance No. 709 by title only.

Roll call vote on motion:

AYES: Vice Mayor Shaw, Councilmember Clark, Councilmember Nomura, Councilmember Stein, Mayor Carty

NOES: None

ABSTAIN: None

ABSENT: None

Motion carried unanimously.

1. Minutes of the regular meeting held February 8, 2016.
2. Expenditures for the period beginning January 30, 2016 and ending February 17, 2016.
3. Waive reading, adopt and read by title only Ordinance 709, Amending Chapters 3.04, 3.08, 3.12, 3.20, 3.28, 3.45 and 5.04 of the Carpinteria Municipal Code.

This ordinance would impose a "pay first", litigate later" obligation for litigating tax and assessment disputes, requiring persons challenging such taxes and assessments to make payments to the City prior to commencing any actions in court.

ADMINISTRATIVE MATTERS: None

PUBLIC HEARINGS: None

OTHER BUSINESS:

4. Receive recommendations on the Community Development Block Grant (CDBG) Public Services Grant Applications and Allocate Programs Funds for 2016-2017

Recommendation: Allocate funding pursuant to the recommendations of the CDBG Committee as follows:

1. Peoples' Self-Help Housing – Housing the Homeless Program \$7,426.00 (50%)
2. Peoples' Self-Help Housing – Youth Education Enhancement Program \$7426.00 (50%)

Shanna Farley-Judkins, Assistant Planner, presented the staff report and PowerPoint presentation.

Councilmember Clark referred to the section of the application for homeless regarding Quantifiable Performance Target where it indicated they would take ten individuals and move them from homelessness into housing. He inquired whether the City could require that a priority be placed for homeless people from Carpinteria rather than from out of the area. Ms. Farley-Judkins responded that she was not certain whether the City could administer such a requirement through the CDBG program; however, this could be discussed with Peoples' Self-Help Housing.

Jacquelyn Meissner, representing Peoples' Self-Help Housing, responded to Councilmember Carty's question and stated that she was not able to speak on prioritizing Carpinteria residents for the program; however, she could take this back to her supervisor.

There were no Public Comments.

Motion by Vice Mayor Shaw, seconded by Councilmember Stein, to allocate Community Development Block Grant Funding in the amounts recommended by the CDBG Committee.

Upon voice vote, motion carried unanimously.

5. Memorandum of Understanding (MOU) with Carpinteria Skate Foundation

Recommendation: Authorize the Mayor to execute the MOU with the Carpinteria Skate Foundation.

Matt Roberts, Director of Parks and Recreation, presented the staff report. He noted there was a revised staff recommendation to authorize the City Manager to execute the MOU rather than the Mayor.

Peter Bonning, representing Carpinteria Skate Foundation, thanked the City Council and City staff for their patience and understanding. He spoke in support of the execution of the Memorandum of Understanding.

Motion by Councilmember Stein, seconded by Councilmember Clark, to authorize the City Manager to execute the MOU with the Carpinteria Skate Foundation.

Upon voice vote, motion carried unanimously.

6. Review of Fiscal Year 2015-16 Mid-Year Financial Results and Adjustment of Appropriations

Recommendation: Approve mid-year adjustments to the budget as summarized in Attachment C of the Staff Report.

Dave Durflinger, City Manager, reviewed the projections for General Fund revenues over expenses, net transfers between funds, subsidies for street and park maintenance, operational excess or deficit, available fund balance, General Fund income and expenses, wage adjustments, benefits costs, and contract services.

John Thornberry, Administrative Services Director, presented a PowerPoint presentation.

There were no Public Comments.

Motion by Vice Mayor Shaw, seconded by Councilmember Stein, to amend the adopted budget as provided for in Attachment C.

Motion carried unanimously.

7. Authorization to Submit Caltrans Scope and Cost Change Funding Forms 6-B and 6-D for the Carpinteria Avenue Bridge Replacement Project

Recommendation: Authorize the submittal of Caltrans Funding Forms 6-B and 6-D for the Carpinteria Avenue Bridge Replacement Project.

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

Charles Ebeling, Public Works Director, responded to questions related to the original construction cost estimate, planning for unanticipated costs, the City's 11.4 percent matching funds for the federal grant program, and projected construction start date of late 2017.

There were no Public Comments.

Motion by Councilmember Stein, seconded by Vice Mayor Shaw, to authorize the submittal of Caltrans Funding Forms 6-B and 6-D for the Carpinteria Avenue Bridge Replacement Project.

Upon voice vote, motion carried unanimously.

8. Ordinance No. 710, Adopting Chapter 9.46 of the Carpinteria Municipal Code

This Ordinance would prohibit the storage, provision, sale or distribution of synthetic drugs from any property within the City, and would define a violation of the ordinance as

a public nuisance, punishable through administrative remedies and business license suspension or revocation.

Recommendation: Approve Ordinance No. 710, as read by title only (first reading).

Jessica Diaz on behalf of Brownstein Hyatt Farber Schreck, LLP, acting as City Attorney of the City of Carpinteria, presented the staff report.

Sergeant Brad Welch, Santa Barbara County Sheriff's Office, spoke regarding the recent increased use of bath salts and synthetic drugs. He noted that several cities in Santa Barbara and San Luis Obispo Counties have adopted similar ordinances.

Councilmember Nomura inquired whether the term synthetic drug would be misinterpreted or too generic for enforcement. Jessica Diaz on behalf of Brownstein Hyatt Farber Schreck, LLP, acting as City Attorney of the City of Carpinteria, responded that the ordinance was drafted using ordinances from other jurisdictions and taking into account that code enforcement or law enforcement personnel could use the ordinance for enforcement purposes. Peter Brown on behalf of Brownstein Hyatt Farber Schreck, LLP, acting as City Attorney of the City of Carpinteria, added that the City would seek assistance from the Sheriff's Office for enforcing the ordinance.

Roberta Lehtinen inquired what the public could do when they see an alleged drug deal occurring. Lt. Perkins responded that the public should report suspicious activity to law enforcement.

Peter Beltran, Santa Barbara resident, noted he would be celebrating his 85th birthday April 1. He expressed his concern that when a citizen feels obligated or concerned regarding suspicious activity, they may hesitate due to the possibility of reprisal. He suggested the City Council take citizens rights into consideration.

Motion by Councilmember Stein, seconded by Councilmember Nomura, to waive the reading and introduce and read by title only Ordinance No. 710.

Councilmember Nomura inquired whether there was consideration to include possession of the drug or substance in the ordinance. Jessica Diaz on behalf of Brownstein Hyatt Farber Schreck, LLP, acting as City Attorney of the City of Carpinteria, responded that the ordinance does not include possession alone. She noted there is some overlap with State and Federal law that address possession. Peter Brown on behalf of Brownstein Hyatt Farber Schreck, LLP, acting as City Attorney of the City of Carpinteria, added that the ordinance was drafted to avoid claims of preemption.

Councilmember Clark inquired whether there would be preemption should the City list different chemicals or products from what is listed by the State. Peter Brown on behalf of Brownstein Hyatt Farber Schreck, LLP, acting as City Attorney of the City of Carpinteria, responded that situations in terms of criminal prosecution of people who are

carrying synthetic drugs has some issues which makes it hard to have effective prosecution, such as lab analysis to determine if the drug or substance is included in the ordinance. He stated he believed the ordinance would be more effective if it focuses on the business side rather than the individual side.

Fidela Garcia, City Clerk, read Ordinance No. 710 by title only.

Roll call on motion:

AYES: Vice Mayor Shaw, Councilmember Clark, Councilmember Nomura, Councilmember Stein, Mayor Carty

NOES: None

ABSTAIN: None

ABSENT: None

Motion carried unanimously.

9. A Letter of Opposition to Senate Bill 876 (Liu) a Proposed Law That Would, in Part, Preempt Local Regulations That Prohibit Camping in Public Spaces and on Private Properties Open to the Public

Recommendation: Approve for the Mayor's signature a letter of opposition to Senate Bill 876.

Dave Durflinger, City Manager, presented the staff report.

There were no Public Comments.

Motion by Councilmember Stein, seconded by Councilmember Nomura, to approve for the Mayor's signature a letter of opposition to Senate Bill 876.

Upon voice vote, motion carried unanimously.

COMMITTEE REPORTS, INQUIRIES AND OTHER MATTERS PRESENTED BY COUNCILMEMBERS:

Vice Mayor Shaw noted that Environmental Coordinator Erin Maker had taken the lead in the Community Choice Energy's study, which had begun the interview process to select a group to undertake the feasibility study.

ATTENDANCE OF COUNCILMEMBERS FOR FUTURE MEETINGS

All of the Councilmembers plan on attending the next regular City Council meeting on March 14, 2016.

ADJOURNMENT

The meeting was adjourned at 7:08 p.m. by Mayor Carty, in memory and honor of Guy Robitaille.

Gregg A. Carty, Mayor

ATTEST:

Fidela Garcia, CMC, City Clerk



City of Carpinteria

COUNCIL AGENDA STAFF REPORT March 14, 2016

ITEM FOR COUNCIL CONSIDERATION

Expenditures for the period beginning February 18, 2016 and ending March 8, 2016.

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

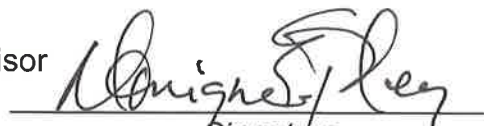
The warrant register included as an attachment is designed to communicate fiscal activity since the prior reporting period. No action is requested as part of this report.

ATTACHMENTS

Attachment A: Warrant Register for the period beginning February 18, 2016 and ending March 8, 2016.

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

10:59 AM
03/09/16

CITY OF CARPINTERIA
Warrant Register
February 18 through March 8, 2016

Date	Num	Name	Source Name	Memo	Account	Paid Amount
02/18/16	87621	DOWNTOWN FORD SALES	DOWNTOWN FOR...	INVOICE 235257	1000101 · Operating Cash 10	
02/18/16	235257		DOWNTOWN FOR...	PW VEHICLE PURCHASE	2770415 · Public Works Vehicles 27	(27,010.27)
TOTAL						(27,010.27)
02/18/16	87622	DOWNTOWN FORD SALES	DOWNTOWN FOR...	INVOICE 235258	1000101 · Operating Cash 10	
02/18/16	235258		DOWNTOWN FOR...	PARKS VEHICLE PURCHASE	2870612 · Parks Truck	(12,500.00)
			DOWNTOWN FOR...	PARKS VEHICLE PURCHASE	2370415 · Parks Truck	(11,702.27)
TOTAL						(24,202.27)
02/24/16	87623	AG ENT INC	AG ENT INC	15583	1000101 · Operating Cash 10	
02/04/16	15583		AG ENT INC	FOSTERS LANDSCAPE	2361221 · Miscellaneous Contracts	(45.00)
TOTAL						(45.00)
02/24/16	87624	ALBERTSON'S	ALBERTSON'S	HOST REIMBURSEMENT	1000101 · Operating Cash 10	
01/12/16	REIMBURS...		ALBERTSON'S	HOST PARTY REIMBURSEMENT	1045306 · Meetings & Travel 45	(289.53)
TOTAL						(289.53)
02/24/16	87625	ALL AROUND LANDSCAPE SUPPLY	ALL AROUND LAN...	S1854151.001	1000101 · Operating Cash 10	
01/27/16	S1854151.0...		ALL AROUND LAN...	STREETS	2531308 · Supplies & Materials 31	(59.10)
TOTAL						(59.10)
02/24/16	87626	ANIMAL MEDICAL CLINIC	ANIMAL MEDICAL ...	174261	1000101 · Operating Cash 10	
02/12/16	174261		ANIMAL MEDICAL ...	ANIMAL SHELTERING	1047213 · Animal Sheltering	(1,615.00)
TOTAL						(1,615.00)
02/24/16	87627	ATT	ATT	ACCOUNT 030-602-5152-001	1000101 · Operating Cash 10	
02/19/16	030-602-51...		ATT	CIVIC CENTER	1013301 · Telephone 13	(31.83)
			ATT	PW	2531301 · Telephone 31	(1.42)
			ATT	BEACH	2862301 · Telephone 62	(5.17)
			ATT	POOL	4866301 · Telephone 66	(5.68)
TOTAL						(44.10)
02/24/16	87628	ATZ MONOGRAMMING	ATZ MONOGRAMM...	INVOICE 90827	1000101 · Operating Cash 10	
02/12/16	90827		ATZ MONOGRAMM...	CARP AQUATICS	4868308 · Supplies & Materials 68	(183.06)

10:59 AM

03/09/16

CITY OF CARPINTERIA
Warrant Register
February 18 through March 8, 2016

Date	Num	Name	Source Name	Memo	Account	Paid Amount
TOTAL						(183.06)
02/24/16	87629	BARCO PRODUCTS COMPANY	BARCO PRODUCT...	021600376	1000101 · Operating Cash 10	
02/11/16	021600376		BARCO PRODUCT...	DISPENSER BAGS	4863308 · Special Events Expenses	(24.84)
TOTAL						(24.84)
02/24/16	87630	CalPERS	CalPERS	MARCH 2016 HEALTH	1000101 · Operating Cash 10	
02/08/16	MAR 2016 ...		CalPERS	MARCH 2016 HEALTH	1051194 · Wellness 51	(4,661.12)
			CalPERS	MARCH 2016 HEALTH	1011194 · Wellness 11	(1,877.65)
			CalPERS	MARCH 2016 HEALTH	1012194 · Wellness 12	(2,782.72)
			CalPERS	MARCH 2016 HEALTH	1013194 · Wellness 13	(1,472.98)
			CalPERS	MARCH 2016 HEALTH	1014194 · Wellness 14	(4,616.62)
			CalPERS	MARCH 2016 HEALTH	1016194 · Wellness 16	(666.91)
			CalPERS	MARCH 2016 HEALTH	1030194 · Wellness 30	(5,471.08)
			CalPERS	MARCH 2016 HEALTH	2531194 · Wellness 31	(4,418.94)
			CalPERS	MARCH 2016 HEALTH	1041194 · Wellness 41	(3,742.17)
			CalPERS	MARCH 2016 HEALTH	1042194 · Wellness 42	(1,413.96)
			CalPERS	MARCH 2016 HEALTH	1069194 · Wellness 69	(2,155.50)
			CalPERS	MARCH 2016 HEALTH	1022194 · Wellness 22	(2,606.04)
			CalPERS	MARCH 2016 HEALTH	2361194 · Wellness 61	(1,472.98)
			CalPERS	MARCH 2016 HEALTH	3332194 · Wellness 32	(2,606.04)
			CalPERS	MARCH 2016 HEALTH	1044194 · Wellness 44	(1,472.98)
			CalPERS	PROJ 4860	1000251 · Development Deposits	(320.98)
			CalPERS	MARCH 2016 HEALTH	1016196 · Health Insurance Surch...	(155.58)
			CalPERS	MARCH 2016 HEALTH	4868194 · Wellness 68	(1,133.06)
TOTAL						(43,047.31)
02/24/16	87631	CARPINTERIA VALLEY CHAMBER OF CO...	CARPINTERIA VAL...	7215	1000101 · Operating Cash 10	
02/08/16	7215		CARPINTERIA VAL...	LEGISLATIVE BREAKFAST - NOMURA	1012306 · Meetings & Travel 12	(30.00)
TOTAL						(30.00)
02/24/16	87632	CARPINTERIA, CITY OF	CARPINTERIA, CIT...	PETTY CASH	1000101 · Operating Cash 10	
02/18/16	PETTY CASH		CARPINTERIA, CIT...	PETTY CASH	1011306 · Meetings & Travel 11	(17.33)
			CARPINTERIA, CIT...	PETTY CASH	1013308 · Supplies & Materials 13	(44.81)
			CARPINTERIA, CIT...	PETTY CASH	1016306 · Meetings & Travel 16	(26.46)
			CARPINTERIA, CIT...	PETTY CASH	1030306 · Meetings & Travel 30	(8.00)
			CARPINTERIA, CIT...	PETTY CASH	1041306 · Meetings & Travel 41	(8.00)
			CARPINTERIA, CIT...	PETTY CASH	2361221 · Miscellaneous Contracts	(16.17)
TOTAL						(120.77)
02/24/16	87633	CHEVRON & TEXACO BUSINESS CARD S...	CHEVRON & TEXA...	789-819-058-7	1000101 · Operating Cash 10	
02/21/16	7898190587		CHEVRON & TEXA...	VEHICLE FUEL	1013307 · Vehicle Oper & Mainten...	(214.46)
			CHEVRON & TEXA...	VEHICLE FUEL	2531307 · Vehicle Oper & Mainten...	(74.52)

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			CHEVRON & TEXA...	VEHICLE FUEL	3332307 · Vehicle Oper & Mainten...	(410.01)
			CHEVRON & TEXA...	VEHICLE FUEL	2361307 · Vehicle Oper/Maintena...	(142.16)
TOTAL						(841.15)
02/24/16	87634	COAST OFFICE TECHNOLOGY	COAST OFFICE TE...		1000101 · Operating Cash 10	
01/01/16	4977		COAST OFFICE TE...	COMPUTER SERVICE	1018220 · System Administration	(2,863.50)
02/01/16	4981		COAST OFFICE TE...	COMPUTER MAINTENANCE	1018220 · System Administration	(1,765.25)
TOTAL						(4,628.75)
02/24/16	87635	COASTAL VIEW NEWS	COASTAL VIEW N...	47377	1000101 · Operating Cash 10	
02/04/16	47377		COASTAL VIEW NE...	FIRST FRIDAY ADVERTISING	1044302 · Marketing Materials	(768.00)
TOTAL						(768.00)
02/24/16	87636	COFFMAN, SCOTT	COFFMAN, SCOTT	FRO CERTIFICATES 2016	1000101 · Operating Cash 10	
02/17/16	FRO CERT...		COFFMAN, SCOTT	OIL PAYMENT PROGRAM GRANT	2000261 · Deferred Revenue 20	(470.00)
TOTAL						(470.00)
02/24/16	87637	GUZMAN, JOSEPHINE	GUZMAN, JOSEPH...	INVOICE #1006	1000101 · Operating Cash 10	
02/15/16	1006		GUZMAN, JOSEPHI...	02-08-16 CC MINUTES	1011221 · Contract Services 11	(325.00)
TOTAL						(325.00)
02/24/16	87638	IMPULSE INTERNET SERVICES	IMPULSE INTERNE...	820151	1000101 · Operating Cash 10	
02/10/16	820151		IMPULSE INTERNE...	EQUIPMENT	1018222 · Equipment Maintenance	(89.95)
			IMPULSE INTERNE...	TELEPHONE SERVICE	1013301 · Telephone 13	(2,159.27)
TOTAL						(2,249.22)
02/24/16	87639	JENKINS & HOGIN, LLP	JENKINS & HOGIN,...	INVOICE #23676	1000101 · Operating Cash 10	
01/30/16	23676		JENKINS & HOGIN,...	LEGAL SERVICES	1017227 · Third Party Attorney Se...	(300.00)
TOTAL						(300.00)
02/24/16	87640	LAUTZENHISER'S STATIONERY, INC.	LAUTZENHISER'S ...	INVOICE #11756	1000101 · Operating Cash 10	
01/22/16	11756		LAUTZENHISER'S ...	PW SUPPLIES	1044302 · Marketing Materials	(212.61)
TOTAL						(212.61)
02/24/16	87641	MCCORMIX CORP	MCCORMIX CORP	INVOICE #912344	1000101 · Operating Cash 10	

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01/31/16	912344		MCCORMIX CORP	PW VEHICLE FUEL	3332307 · Vehicle Oper & Mainten...	(90.67)
TOTAL						(90.67)
02/24/16	87642	METLIFE - GROUP BENEFITS	METLIFE - GROUP ...	FEBRUARY 2016 DENTAL	1000101 · Operating Cash 10	
02/16/16	FEB 2016 D...		METLIFE - GROUP ...	FEB 2016 DENTAL	1051194 · Wellness 51	(472.72)
			METLIFE - GROUP ...	FEB 2016 DENTAL	1011194 · Wellness 11	(179.42)
			METLIFE - GROUP ...	FEB 2016 DENTAL	1012194 · Wellness 12	(311.46)
			METLIFE - GROUP ...	FEB 2016 DENTAL	1013194 · Wellness 13	(193.28)
			METLIFE - GROUP ...	FEB 2016 DENTAL	1014194 · Wellness 14	(386.56)
			METLIFE - GROUP ...	FEB 2016 DENTAL	1016194 · Wellness 16	(58.03)
			METLIFE - GROUP ...	FEB 2016 DENTAL	1030194 · Wellness 30	(548.91)
			METLIFE - GROUP ...	FEB 2016 DENTAL	2531194 · Wellness 31	(579.84)
			METLIFE - GROUP ...	FEB 2016 DENTAL	1041194 · Wellness 41	(562.77)
			METLIFE - GROUP ...	FEB 2016 DENTAL	1042194 · Wellness 42	(193.28)
			METLIFE - GROUP ...	FEB 2016 DENTAL	1069194 · Wellness 69	(251.31)
			METLIFE - GROUP ...	FEB 2016 DENTAL	1022194 · Wellness 22	(237.45)
			METLIFE - GROUP ...	FEB 2016 DENTAL	3332194 · Wellness 32	(311.46)
			METLIFE - GROUP ...	FEB 2016 DENTAL	1044194 · Wellness 44	(193.28)
			METLIFE - GROUP ...	FEB 2016 DENTAL	2361194 · Wellness 61	(193.28)
			METLIFE - GROUP ...	FEB 2016 DENTAL	4868194 · Wellness 68	(116.06)
TOTAL						(4,789.11)
02/24/16	87643	PRIESTMAN ELECTRIC	PRIESTMAN ELEC...	INVOICE 6453	1000101 · Operating Cash 10	
01/29/16	6453		PRIESTMAN ELEC...	SHERIFF OUTBUILDING	1013224 · Interior Maintenance	(390.97)
TOTAL						(390.97)
02/24/16	87644	RED WING SHOE STORE	RED WING SHOE S...		1000101 · Operating Cash 10	
10/22/15	1310000015...		RED WING SHOE S...	SAFETY EQUIPMENT	3332308 · Supplies & Materials 32	(182.74)
			RED WING SHOE S...	GONZALEZ EQUIP	1013197 · Indiv Equip Reimburse...	(54.81)
11/20/15	1310000016...		RED WING SHOE S...	SAFETY EQUIPMENT	1030308 · Supplies & Materials 30	(311.72)
TOTAL						(549.27)
02/24/16	87645	ROCKWELL PRINTING	ROCKWELL PRINT...		1000101 · Operating Cash 10	
02/17/16	27628		ROCKWELL PRINTI...	OFFICE SUPPLIES - ENVELOPES	1013308 · Supplies & Materials 13	(679.11)
02/19/16	27660		ROCKWELL PRINTI...	OFFICE SUPPLIES - STOCKTON	1011308 · Supplies & Materials 11	(45.36)
TOTAL						(724.47)
02/24/16	87646	SANDPIPER PROPERTY MANAGEMENT IN...	SANDPIPER PROP...	TOT REFUND	1000101 · Operating Cash 10	
02/21/16	TOT REFU...		SANDPIPER PROP...	TOT REFUND - OUTSIDE CITY LIMITS	1010123 · TRANSIENT OCCUPA...	(168.00)
TOTAL						(168.00)

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02/24/16	87647	SANSUM CLINIC	SANSUM CLINIC		1000101 · Operating Cash 10	
01/29/16	50192-009		SANSUM CLINIC	KEISER	1016320 · Pre-placement Health S...	(70.00)
01/29/16	50192-010		SANSUM CLINIC	KEISER	1016320 · Pre-placement Health S...	(55.00)
01/29/16	60360-008		SANSUM CLINIC	HUFF	1016320 · Pre-placement Health S...	(70.00)
01/29/16	60360-009		SANSUM CLINIC	HUFF	1016320 · Pre-placement Health S...	(55.00)
01/29/16	67737-007		SANSUM CLINIC	GONZALEZ	1016320 · Pre-placement Health S...	(70.00)
01/29/16	67737-008		SANSUM CLINIC	GONZALEZ	1016320 · Pre-placement Health S...	(55.00)
01/29/16	28050-011		SANSUM CLINIC	MENDOZA	1016320 · Pre-placement Health S...	(55.00)
01/29/16	60359-007		SANSUM CLINIC	BAILEY	1016320 · Pre-placement Health S...	(70.00)
01/29/16	67736-007		SANSUM CLINIC	VEGA	1016320 · Pre-placement Health S...	(70.00)
01/29/16	118434-001		SANSUM CLINIC	GRAY	1016320 · Pre-placement Health S...	(70.00)
01/29/16	28050-010		SANSUM CLINIC	MENDOZA	1016320 · Pre-placement Health S...	(70.00)
01/29/16	118434-002		SANSUM CLINIC	GRAY	1016320 · Pre-placement Health S...	(55.00)
01/29/16	60359-008		SANSUM CLINIC	BAILEY	1016320 · Pre-placement Health S...	(55.00)
01/29/16	67736-008		SANSUM CLINIC	VEGA	1016320 · Pre-placement Health S...	(55.00)
TOTAL						(875.00)
02/24/16	87648	SANTA BARBARA COUNTY, AIR POLLUTI...	SANTA BARBARA ...	INVOICE #47693	1000101 · Operating Cash 10	
02/04/16	47693		SANTA BARBARA ...	ANNUAL SMALL EMISSIONS FEE	1013221 · Miscellaneous Contract...	(416.59)
TOTAL						(416.59)
02/24/16	87649	SANTA BARBARA COUNTY, PUBLIC WOR...	SANTA BARBARA ...		1000101 · Operating Cash 10	
02/05/16	IRWMPQ21...		SANTA BARBARA ...	POLLUTANT LOAD MODELING	1072217 · WM Program Implemen...	(68.00)
02/12/16	CAR021220...		SANTA BARBARA ...	POLLUTANT LOAD MODELING	1072217 · WM Program Implemen...	(83.33)
TOTAL						(151.33)
02/24/16	87650	SO CA GAS COMPANY	SO CA GAS COMP...		1000101 · Operating Cash 10	
02/08/16	140-914-30...		SO CA GAS COMP...	PROJ 4865	1000251 · Development Deposits	(161.19)
			SO CA GAS COMP...	VETS HALL	4865309 · Misc Operating Expens...	(79.39)
02/10/16	014-914-32...		SO CA GAS COMP...	SEASIDE BUILDING	4865309 · Misc Operating Expens...	(78.93)
TOTAL						(319.51)
02/24/16	87651	SOUTHERN CALIFORNIA SWIMMING	SOUTHERN CALIF...	VOID: CAC SWIM TEAM FEES	1000101 · Operating Cash 10	
TOTAL						0.00
02/24/16	87652	STAPLES ADVANTAGE	STAPLES ADVANT...		1000101 · Operating Cash 10	
01/27/16	3290901686		STAPLES ADVANT...	CITY HALL	1013224 · Interior Maintenance	(94.09)
01/29/16	3291083144		STAPLES ADVANT...	OFFICE SUPPLIES	1013308 · Supplies & Materials 13	(61.86)
TOTAL						(155.95)
02/24/16	87653	STEWART'S DE-ROOTING & PLUMBING	STEWART'S DE-R...	INVOICE 43875	1000101 · Operating Cash 10	

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02/04/16	43875		STEWART'S DE-R...	STORM DRAINS	2531223 · Drainage Maintenance	(1,750.00)
TOTAL						(1,750.00)
02/24/16	87654	UTILITY COST MANAGEMENT LLC	UTILITY COST MA...	INVOICE #21038	1000101 · Operating Cash 10	
01/27/16	21038		UTILITY COST MAN...	STREET LIGHTING SERVICE	2923220 · Street Lighting	(639.16)
TOTAL						(639.16)
02/24/16	87655	VENCO WESTERN INC	VENCO WESTERN ...	INVOICE #2500651-IN	1000101 · Operating Cash 10	
01/31/16	2500651-IN		VENCO WESTERN ...	IRRIGATION REPAIRS	3332221 · Miscellaneous Contract...	(797.65)
TOTAL						(797.65)
02/24/16	87656	WEST COAST ARBORIST INC	WEST COAST ARB...	112649	1000101 · Operating Cash 10	
01/31/16	112649		WEST COAST ARB...	TREE MAINTENANCE	2732220 · Public Tree Maintenanc...	(28,144.00)
TOTAL						(28,144.00)
02/24/16	87657	WEST GROUP	WEST GROUP	565-139-500	1000101 · Operating Cash 10	
01/31/16	833379522		WEST GROUP	SUBSCRIPTION PRODUCT CHARGES	1051305 · Dues & Subscriptions 51	(132.68)
TOTAL						(132.68)
02/24/16	87658	WISSING, ALICE	WISSING, ALICE	PC 02-01-16	1000101 · Operating Cash 10	
02/23/16	PC 02-01-16		WISSING, ALICE	PROJ 1800	1000251 · Development Deposits	(60.00)
			WISSING, ALICE	MISC MINUTES	1041225 · Misc. Planning Contracts	(70.00)
TOTAL						(130.00)
02/24/16	87659	ZEE MEDICAL SERVICE CO	ZEE MEDICAL SER...	CUSTOMER # 2310	1000101 · Operating Cash 10	
02/10/16	34-151556		ZEE MEDICAL SER...	FIRST AID SUPPLIES	1013224 · Interior Maintenance	(119.56)
TOTAL						(119.56)
02/24/16	87660	ZUMAR INDUSTRIES INC.	ZUMAR INDUSTRI...	0163101	1000101 · Operating Cash 10	
01/30/16	0163101		ZUMAR INDUSTRIE...	SIGNAGE	3332308 · Supplies & Materials 32	(264.23)
TOTAL						(264.23)
02/24/16	87661	A-OK POWER EQUIPMENT	A-OK POWER EQU...	148885	1000101 · Operating Cash 10	

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02/03/16	148885		A-OK POWER EQU...	PW SHOP	2531308 · Supplies & Materials 31	(20.71)
TOTAL						(20.71)
02/24/16	87662	AFLAC	AFLAC	INVOICE #948258	1000101 · Operating Cash 10	
02/11/16	948258		AFLAC	WELLNESS - FEBRUARY	2361194 · Wellness 61	(48.80)
			AFLAC	WELLNESS - FEBRUARY	1016194 · Wellness 16	(64.30)
			AFLAC	WELLNESS - FEBRUARY	1041194 · Wellness 41	(24.10)
			AFLAC	WELLNESS - FEBRUARY	1051194 · Wellness 51	(43.30)
			AFLAC	WELLNESS - FEBRUARY	1012194 · Wellness 12	(62.60)
			AFLAC	WELLNESS - FEBRUARY	1030194 · Wellness 30	(43.30)
			AFLAC	WELLNESS - FEBRUARY	1022194 · Wellness 22	(23.60)
			AFLAC	WELLNESS - FEBRUARY	1042194 · Wellness 42	(100.76)
			AFLAC	WELLNESS - FEBRUARY	1041194 · Wellness 41	(74.19)
			AFLAC	WELLNESS - FEBRUARY	1022194 · Wellness 22	(35.10)
			AFLAC	WELLNESS - FEBRUARY	2531194 · Wellness 31	(48.80)
			AFLAC	WELLNESS - FEBRUARY	1042194 · Wellness 42	(63.10)
			AFLAC	WELLNESS - FEBRUARY	1030194 · Wellness 30	(29.60)
			AFLAC	WELLNESS - FEBRUARY	2531194 · Wellness 31	(52.10)
			AFLAC	WELLNESS - FEBRUARY	3332194 · Wellness 32	(106.80)
			AFLAC	WELLNESS - FEBRUARY	1069194 · Wellness 69	(56.96)
			AFLAC	WELLNESS - FEBRUARY	1014194 · Wellness 14	(50.31)
			AFLAC	WELLNESS - FEBRUARY	1069194 · Wellness 69	(69.70)
			AFLAC	WELLNESS - FEBRUARY	1051194 · Wellness 51	(32.20)
			AFLAC	WELLNESS - FEBRUARY	2531194 · Wellness 31	(40.60)
TOTAL						(1,070.22)
02/24/16	87663	BIG GREEN CLEANING COMPANY	BIG GREEN CLEA...		1000101 · Operating Cash 10	
02/01/16	471569		BIG GREEN CLEAN...	SEASIDE	4865309 · Misc Operating Expens...	(185.00)
02/01/16	471575		BIG GREEN CLEAN...	ASH	2861225 · Marsh Park Maintenance	(388.00)
			BIG GREEN CLEAN...	ROW	3332221 · Miscellaneous Contract...	(776.00)
			BIG GREEN CLEAN...	PARKS	2361221 · Miscellaneous Contracts	(1,555.00)
02/01/16	471571		BIG GREEN CLEAN...	CITY HALL	1013224 · Interior Maintenance	(900.00)
			BIG GREEN CLEAN...	VETS HALL	4865224 · Custodial Services	(811.00)
TOTAL						(4,615.00)
02/24/16	87664	DISABILITY ACCESS CONSULTANTS, L L C	DISABILITY ACCE...	INVOICE #16-107	1000101 · Operating Cash 10	
01/31/16	16-107		DISABILITY ACCE...	DISABILITY ACCESS CONSULTANT SERVICES	1030221 · Contract Services 30	(3,500.00)
TOTAL						(3,500.00)
02/24/16	87665	SO CA EDISON	SO CA EDISON		1000101 · Operating Cash 10	
02/19/16	2-25-126-20...		SO CA EDISON	STREET LIGHTING	2361313 · Utility - Electric 23	(30.70)
02/19/16	2-27-939-99...		SO CA EDISON	HOCKEY RINK	1013314 · Utility - Natural Gas	(26.23)
TOTAL						(56.93)

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02/24/16	87666	STAPLES ADVANTAGE	STAPLES ADVANT...	3291961967	1000101 · Operating Cash 10	
01/31/16	3291961967		STAPLES ADVANT...	OFFICE SUPPLIES	1013308 · Supplies & Materials 13	(59.95)
TOTAL						(59.95)
02/24/16	87667	WATER GEAR INC	WATER GEAR INC	INVOICE 00247861	1000101 · Operating Cash 10	
02/02/16	00247861		WATER GEAR INC	POOL RESALE ITEMS	4866350 · Supplies for Resale	(161.96)
TOTAL						(161.96)
02/24/16	87668	ZUMAR INDUSTRIES INC.	ZUMAR INDUSTRI...	0163167	1000101 · Operating Cash 10	
02/02/16	0163167		ZUMAR INDUSTRIE...	SIGNAGE	3332308 · Supplies & Materials 32	(9.25)
TOTAL						(9.25)
02/26/16	87669	SOUTHERN CALIFORNIA SWIMMING	SOUTHERN CALIF...	CAC SWIM TEAM FEES	1000101 · Operating Cash 10	
02/23/16	MEET FEES		SOUTHERN CALIF...	CAC SWIM TEAM FEES	4868308 · Supplies & Materials 68	(158.00)
TOTAL						(158.00)
03/02/16	87670	GOGGIA, STEVEN	GOGGIA, STEVEN	CELL PHONE REIMBURSEMENT	1000101 · Operating Cash 10	
02/28/16	CELL PHONE		GOGGIA, STEVEN	CELL PHONE REIMBURSEMENT	1041308 · Supplies & Materials 41	(195.00)
TOTAL						(195.00)
03/02/16	87671	76 FLEET SERVICES	76 FLEET SERVICES	INVOICE 44285006	1000101 · Operating Cash 10	
02/29/16	44285006		76 FLEET SERVICES	VEHICLE FUEL	1013307 · Vehicle Oper & Mainten...	(3.00)
			76 FLEET SERVICES	VEHICLE FUEL	2531307 · Vehicle Oper & Mainten...	(136.15)
TOTAL						(139.15)
03/02/16	87672	AT & T MOBILITY	AT & T MOBILITY	ACCOUNT 828848611	1000101 · Operating Cash 10	
02/20/16	8288848611		AT & T MOBILITY	POOL SUPT	4866308 · Supplies & Materials 66	(99.07)
			AT & T MOBILITY	ASP/AC	4868308 · Supplies & Materials 68	(62.89)
			AT & T MOBILITY	PARK MTC	2862308 · Supplies & Materials 62	(14.19)
			AT & T MOBILITY	BEACH	2862308 · Supplies & Materials 62	(57.89)
TOTAL						(234.04)
03/02/16	87673	CALIFORNIA STATE DISBURSEMENT UNIT	CALIFORNIA STAT...	CASE NUMBER 0850182383-01	1000101 · Operating Cash 10	
02/28/16	PAYROLL 0...		CALIFORNIA STAT...	PAYROLL WITHHOLDING 03-03-16	1000105 · ICMA Cash	(330.46)
TOTAL						(330.46)

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03/02/16	87674	CANNON FINANCIAL SERVICES, INC	CANNON FINANCI...	15812072	1000101 · Operating Cash 10	
02/20/16	15812072		CANNON FINANCI...	COPIER	1018222 · Equipment Maintenance	(618.30)
TOTAL						(618.30)
03/02/16	87675	CARPINTERIA VALLEY CHAMBER OF CO...	CARPINTERIA VAL...		1000101 · Operating Cash 10	
02/22/16	7262		CARPINTERIA VAL...	ANNUAL BANQUET - SHAW	1051310 · Public Relations 51	(80.00)
02/22/16	7252		CARPINTERIA VAL...	ANNUAL BOARD LUNCHESES - DURFLINGER	1012306 · Meetings & Travel 12	(225.00)
TOTAL						(305.00)
03/02/16	87676	CENTRAL COAST IMAGING SOLUTIONS	CENTRAL COAST I...		1000101 · Operating Cash 10	
02/10/16	AR32269		CENTRAL COAST I...	COPIER SERVICING	1018222 · Equipment Maintenance	(79.58)
02/10/16	AR32268		CENTRAL COAST I...	COPIER SERVICING	1018222 · Equipment Maintenance	(462.97)
TOTAL						(542.55)
03/02/16	87677	COASTAL VIEW NEWS	COASTAL VIEW N...		1000101 · Operating Cash 10	
02/24/16	47461		COASTAL VIEW NE...	LEGAL NOTICES	1011303 · Printing & Advertising 11	(114.38)
02/24/16	47460		COASTAL VIEW NE...	LEGAL NOTICES	1011303 · Printing & Advertising 11	(56.00)
02/24/16	47462		COASTAL VIEW NE...	LEGAL NOTICES	1011303 · Printing & Advertising 11	(119.52)
TOTAL						(289.90)
03/02/16	87678	DURFLINGER, DAVID	DURFLINGER, DAV...	CELL PHONE REIMBURSEMENT	1000101 · Operating Cash 10	
03/01/16			DURFLINGER, DAV...	CELL PHONE REIMBURSEMENT	1012308 · Supplies & Materials 12	(65.00)
TOTAL						(65.00)
03/02/16	87679	EASY LIFT TRANSPORTATION	EASY LIFT TRANS...	INVOICE 6279	1000101 · Operating Cash 10	
03/01/16			EASY LIFT TRANS...	CLAIM PER CONTRACT FOR AUGUST	2734221 · Easy Lift/CART 27	(1,000.00)
TOTAL						(1,000.00)
03/02/16	87680	EDD-SDI	EDD-SDI	776-5147-9	1000101 · Operating Cash 10	
02/28/16	PAYROLL 0...		EDD-SDI	PAYROLL 03-03-16	1000223 · SDI Withheld	(843.16)
TOTAL						(843.16)
03/02/16	87681	EDD-SIT	EDD-SIT	932-0283-6	1000101 · Operating Cash 10	
02/28/16	PAYROLL 0...		EDD-SIT	PAYROLL 03-03-16	1000221 · SIT Withheld	(3,457.64)

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TOTAL						(3,457.64)
03/02/16	87682	JFM WEB DESIGN	JFM WEB DESIGN	INVOICE 16-0038	1000101 - Operating Cash 10	
02/25/16	16-0038		JFM WEB DESIGN	QUARTERLY BASIC HOSTING TRIATHLON 2016	4863300 - Triathlon Expense	(41.85)
TOTAL						(41.85)
03/02/16	87683	LINCOLN FINANCIAL GROUP	LINCOLN FINANCI...	MARCH 2016	1000101 - Operating Cash 10	
02/28/16	MARCH 2016		LINCOLN FINANCIA...	MARCH 2016	1051191 - Life Insurance Premium...	(67.78)
			LINCOLN FINANCIA...	MARCH 2016	1011191 - Life Insurance Premium...	(107.68)
			LINCOLN FINANCIA...	MARCH 2016	1012191 - Life Insurance Premium...	(293.74)
			LINCOLN FINANCIA...	MARCH 2016	1013191 - Life Insurance Premium...	(34.68)
			LINCOLN FINANCIA...	MARCH 2016	1014191 - Life Insurance Premium...	(230.50)
			LINCOLN FINANCIA...	MARCH 2016	1016191 - Life Insurance Premium...	(177.46)
			LINCOLN FINANCIA...	MARCH 2016	1030191 - Life Insurance Premium...	(306.72)
			LINCOLN FINANCIA...	MARCH 2016	2531191 - Life Insurance Premium...	(195.74)
			LINCOLN FINANCIA...	MARCH 2016	1041191 - Life Insurance Premium...	(407.41)
			LINCOLN FINANCIA...	MARCH 2016	1042191 - Life Insurance Premium...	(200.61)
			LINCOLN FINANCIA...	MARCH 2016	1069191 - Life Insurance Premium...	(195.16)
			LINCOLN FINANCIA...	MARCH 2016	1022191 - Life Insurance Premium...	(138.51)
			LINCOLN FINANCIA...	MARCH 2016	3332191 - Life Insurance Premium...	(85.39)
			LINCOLN FINANCIA...	MARCH 2016	1044191 - Life Insurance Premium...	(112.40)
			LINCOLN FINANCIA...	MARCH 2016	2361191 - Life Insurance Premium...	(61.33)
			LINCOLN FINANCIA...	MARCH 2016	4868191 - Life Insurance Premium...	(70.26)
TOTAL						(2,685.37)
03/02/16	87684	MEDEL, PAUL	MEDEL, PAUL	CELL PHONE REIMBURSEMENT	1000101 - Operating Cash 10	
03/01/16	CELL PHONE		MEDEL, PAUL	CELL PHONE REIMBURSEMENT	2531308 - Supplies & Materials 31	(65.00)
TOTAL						(65.00)
03/02/16	87685	ROBERT BROWN ENGINEERS	ROBERT BROWN ...	INVOICE #237-4110	1000101 - Operating Cash 10	
02/24/16	237-4110		ROBERT BROWN ...	PROJ 1769	1000251 - Development Deposits	(2,318.40)
TOTAL						(2,318.40)
03/02/16	87686	SANTA BARBARA COUNTY, PLANNING & ...	SANTA BARBARA ...	INVOICE AUG15RCTS	1000101 - Operating Cash 10	
09/18/15	AUG15RCTS		SANTA BARBARA ...	PROJ 1769	1000251 - Development Deposits	(1,859.07)
TOTAL						(1,859.07)
03/02/16	87687	SANTA BARBARA COUNTY, SHERIFF'S D...	SANTA BARBARA ...	16-196	1000101 - Operating Cash 10	
02/12/16	16-196		SANTA BARBARA ...	SHERIFF OVERTIME	1021215 - Sheriff's Overtime	(797.56)

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03/09/16

CITY OF CARPINTERIA
Warrant Register
February 18 through March 8, 2016

Date	Num	Name	Source Name	Memo	Account	Paid Amount
TOTAL						(797.56)
03/02/16	87688	SATCOM GLOBAL FZE	SATCOM GLOBAL ...	INVOICE AS02160552	1000101 · Operating Cash 10	
02/01/16	AS02160552		SATCOM GLOBAL ...	IRIDIUM TRADE-UP	1024215 · Disaster Preparedness	(42.75)
TOTAL						(42.75)
03/02/16	87689	SEUI LOCAL 620	SEUI LOCAL 620	PAYROLL 03-03-16	1000101 · Operating Cash 10	
02/28/16	PAYROLL 0...		SEUI LOCAL 620	PAYROLL 03-03-16	1000229 · SEIU Local 620	(184.90)
TOTAL						(184.90)
03/02/16	87690	STAPLES ADVANTAGE	STAPLES ADVANT...		1000101 · Operating Cash 10	
02/04/16	3292228275		STAPLES ADVANT...	POOL SUPPLIES	4866308 · Supplies & Materials 66	(120.41)
02/04/16	3292228278		STAPLES ADVANT...	OFFICE SUPPLIES	1013308 · Supplies & Materials 13	(599.89)
TOTAL						(720.30)
03/02/16	87691	T. ROWE PRICE	T. ROWE PRICE	PAYROLL CONTRIBUTION - ANTHONY VEGA	1000101 · Operating Cash 10	
02/28/16	PAYROLL 0...		T. ROWE PRICE	PAYROLL 03-03-16 ANTHONY VEGA	1000105 · ICMA Cash	(50.00)
TOTAL						(50.00)
03/02/16	87693	THE BOTTOM LINE	THE BOTTOM LINE	INVOICE #9076	1000101 · Operating Cash 10	
02/25/16	9076		THE BOTTOM LINE	QUICKBOOKS CONSULTING	1018220 · System Administration	(500.00)
TOTAL						(500.00)
03/02/16	87694	TORRES, ALBERT	TORRES, ALBERT	CELL PHONE REIMBURSEMENT	1000101 · Operating Cash 10	
03/01/16			TORRES, ALBERT	CELL PHONE REIMBURSEMENT	1022308 · Supplies & Materials 22	(65.00)
TOTAL						(65.00)
03/02/16	87695	UNITED STATES TREASURY	UNITED STATES T...	95-2414438 2014 FORM 720-V	1000101 · Operating Cash 10	
03/01/16			UNITED STATES T...	FORM 720-V	1016312 · Flexible Benefits Admin	(35.00)
TOTAL						(35.00)
03/02/16	87696	UNITED WAY OF SANTA BARBARA COUN...	UNITED WAY OF S...	PAYROLL 03-03-16	1000101 · Operating Cash 10	
02/28/16	PAYROLL 0...		UNITED WAY OF S...	PAYROLL 03-03-16	1000224 · United Way Payable	(24.00)
TOTAL						(24.00)

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CITY OF CARPINTERIA
Warrant Register
February 18 through March 8, 2016

Date	Num	Name	Source Name	Memo	Account	Paid Amount
03/02/16	87697	VANTAGEPOINT TRANSFER AGENTS - 457	VANTAGEPOINT T...	PAYROLL 03-03-16	1000101 · Operating Cash 10	
02/28/16	PAYROLL 0...		VANTAGEPOINT T...	PAYROLL 03-03-16	1000105 · ICMA Cash	(1,075.00)
TOTAL						(1,075.00)
03/02/16	87698	VENTURA COLLEGE CAREER CENTR	VENTURA COLLE...	JOB FAIR 2016	1000101 · Operating Cash 10	
02/01/16	JOB FAIR 2...		VENTURA COLLEG...	JOB FAIR	4866308 · Supplies & Materials 66	(10.00)
TOTAL						(10.00)
03/02/16	87699	A-OK POWER EQUIPMENT	A-OK POWER EQU...	149895	1000101 · Operating Cash 10	
02/09/16	149895		A-OK POWER EQU...	PW SHOP	2531308 · Supplies & Materials 31	(8.58)
TOTAL						(8.58)
03/02/16	87700	AVILA AND ASSOCIATES	AVILA AND ASSOC...	INVOICE #1934	1000101 · Operating Cash 10	
02/11/16	1934		AVILA AND ASSOC...	PROJ 1522 FEMA MAP REVISION	1000251 · Development Deposits	(1,388.80)
TOTAL						(1,388.80)
03/02/16	87701	DEL OZONE	DEL OZONE	INVOICE 204046	1000101 · Operating Cash 10	
02/10/16	204046		DEL OZONE	POOL	4866338 · Chemicals	(190.80)
TOTAL						(190.80)
03/02/16	87702	LAWSON PRODUCTS INC	LAWSON PRODUC...	9303880862	1000101 · Operating Cash 10	
02/10/16	9303880862		LAWSON PRODUC...	GENERAL SHOP SUPPLIES	3332308 · Supplies & Materials 32	(200.15)
TOTAL						(200.15)
03/02/16	87704	SO CA EDISON	SO CA EDISON	2-00-378-2059	1000101 · Operating Cash 10	
02/26/16	2-00-378-20...		SO CA EDISON	CIVIC CENTER	1013313 · Utility - Electric 13	(1,422.20)
			SO CA EDISON	ROW	3332313 · Utility - Electric 32	(124.49)
			SO CA EDISON	PARKING	3332313 · Utility - Electric 32	(186.00)
			SO CA EDISON	PARKS	2361313 · Utility - Electric 23	(298.83)
			SO CA EDISON	POOL	4866313 · Utility - Electric 66	(1,238.32)
			SO CA EDISON	STREET LIGHTING	2923220 · Street Lighting	(437.82)
			SO CA EDISON	BIKEWAYS	2923225 · Public Right of Way Lig...	(47.84)
TOTAL						(3,755.50)
03/02/16	87705	STAPLES ADVANTAGE	STAPLES ADVANT...	3292821518	1000101 · Operating Cash 10	

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CITY OF CARPINTERIA
Warrant Register
February 18 through March 8, 2016

Date	Num	Name	Source Name	Memo	Account	Paid Amount
02/11/16	3292821518		STAPLES ADVANT...	PW SUPPLIES	2531308 · Supplies & Materials 31	(185.19)
TOTAL						(185.19)
03/02/16	87706	SUN COAST RENTALS	SUN COAST RENT...	INVOICE 31555	1000101 · Operating Cash 10	
02/16/16	31555		SUN COAST RENT...	RENTAL EXPENSE	2531311 · Rents & Leases 31	(320.50)
TOTAL						(320.50)
03/02/16	87707	VENCO POWER SWEEPING INC	VENCO POWER S...	INVOICE 0045191-IN	1000101 · Operating Cash 10	
02/15/16			VENCO POWER S...	STREET SWEEPING SERVICE	2531227 · Street Sweeping	(3,318.60)
TOTAL						(3,318.60)

TOTAL \$184,588.67



City of Carpinteria

COUNCIL AGENDA STAFF REPORT March 14, 2016

ITEM FOR COUNCIL CONSIDERATION

Ordinance No. 710, an Ordinance of the City Council, of the City of Carpinteria, California, Adding Chapter 9.46 of Title 9 (Public Peace, Morals and Welfare) of the City of Carpinteria Municipal Code Regarding Synthetic Drugs.

This ordinance would prohibit the storage, provision, sale or distribution of synthetic drugs from any property within the City, and would define a violation of the ordinance as a public nuisance, punishable through administrative remedies and business license suspension or revocation.

STAFF RECOMMENDATION

Action Item X Non-Action Item ____

Adopt Ordinance No. 710 (second reading)

Motion: I move to adopt Ordinance No. 710.

DISCUSSION

A growth in the use by youth of Synthetic Drugs¹ and their availability in common retail establishments² has raised concerns in communities across the country. In response, local jurisdictions throughout the Central Coast and southern California have adopted ordinances to address the mounting public health and safety concerns regarding the use of synthetic drugs. For instance, the cities of Santa Maria, Lompoc, Atascadero, Jurupa Valley, Morro Bay, and Rialto, as well as the counties of Los Angeles and San Bernardino, have adopted ordinances prohibiting the distribution and possession of these substances.

¹ Joseph J. Palamar, et al., *Synthetic Cannabinoid Use in a Nationally Representative Sample of US High School Seniors*, 149 *DRUG & ALCOHOL DEPENDENCE* 194-202 (2015); OFFICE OF NATIONAL DRUG CONTROL POLICY, *SYNTHETIC DRUGS FACT SHEET*, available at <https://www.whitehouse.gov/ondcp/ondcp-fact-sheets/synthetic-drugs-k2-spice-bath-salts>.

² U.S. DRUG ENFORCEMENT AGENCY, *DRUGS OF ABUSE: A DEA RESOURCE GUIDE* (2015 ed.), pp. 64, 80; Sean McNulty, *Spice problems*, SANTA MARIA SUN (Apr. 15, 2015).

The phrase “synthetic drugs” refers to two groups of compounds. The first group – “psychoactive bath salts” – are synthetic stimulants designed to mimic the effects of cocaine, methamphetamine, or MDMA (ecstasy), and have been associated with psychological effects including acute psychosis, agitation, combativeness, violence, and self-destructive behavior. They are most commonly found in powder form, usually ingested by snorting. The second category of synthetic drugs – “psychoactive herbal incense” or synthetic cannabinoids – are plant materials laced with various synthetic compounds, designed to mimic the effects of tetrahydrocannabinol (THC) and sometimes marketed as synthetic marijuana or “spice.” They are usually ingested by smoking.

The public health impacts of bath salts and synthetic cannabinoids have been well-documented. In 2015, the Santa Barbara Sheriff’s Office received 33 reports related to “spice” or “bath salts.” Between January 2009 and April 2012, there were 11,561 reports of poisoning related to synthetic cannabinoids in the United States. Prevalence among adolescents has raised particular concern.

Both federal and state laws criminalize synthetic drugs. However, manufacturers frequently make minor modifications to the chemical formulas with relative ease, making positive identification through laboratory drug testing costly and difficult. As a result, criminal prosecution is relatively rare, and synthetic drugs are widely available both online and in small retail outlets such as liquor stores, smoke shops, and gas stations. Accordingly, administrative enforcement mechanisms available to cities and counties provide a useful tool in reducing the availability of these substances.

The City Attorney’s office has consulted with several neighboring jurisdictions as well as the Santa Barbara Sheriff’s Office. Law enforcement personnel report that similar ordinances have resulted in voluntary compliance from retail outlets, even in the absence of administrative citations. At least one public safety department reported a decrease in calls related to synthetic drug use following adoption of an ordinance. Law enforcement in another jurisdiction reported that retailers universally removed the prohibited substances from their shelves following ordinance adoption.

The proposed ordinance would focus on businesses within the City by prohibiting the distribution, storage, or sale of synthetic drugs. A violation of the ordinance would be defined as a public nuisance and would provide grounds for the suspension or revocation of a business license. The ordinance defines “synthetic drug” as any number of chemical compounds, any derivation or combination of those compounds, or anything marketed under an enumerated list of “street” names. This language is aimed at maximizing the City’s ability to effectively enforce the ordinance despite changing chemical formulas while providing business owners with sufficient notice as to what substances are prohibited.

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.

FINANCIAL CONSIDERATIONS

There are no adverse financial impacts in adopting this ordinance. Existing resources within the code compliance division and Santa Barbara Sherriff's Office would be leveraged to conduct outreach to retail outlets, and to carry out administrative enforcement as necessary.

LEGAL

The City Attorney has drafted the proposed ordinance and finds it to be a defensible exercise of the City's police power and consistent with applicable federal and state law.

OPTIONS

1. The Council could determine to not approve the second reading of the Ordinance, and direct staff to modify the proposed Ordinance pursuant to discussion at the hearing.
2. The Council could decline approve the Ordinance thereby leaving the City's current regulations in place.

ATTACHMENTS

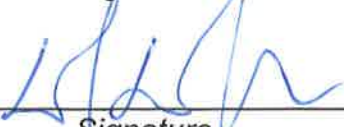
Attachment A	Ordinance No. 710
Attachment B	CEQA Notice of Exemption

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

Reviewed by: Dave Durflinger, City Manager



Signature



Signature

Attachment A
Ordinance No. 710

Carpinteria Synthetic Drug Ordinance
Second Read

March 14, 2016

ORDINANCE NO. 710

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA, CALIFORNIA, ADDING CHAPTER 9.46 OF TITLE 9 (PUBLIC PEACE, MORALS AND WELFARE) OF THE CITY OF CARPINTERIA MUNICIPAL CODE REGARDING SYNTHETIC DRUGS

WHEREAS, the City Council is committed to protecting the public health, safety and welfare of the community, and to meet these goals it is necessary for the City Council to adopt measures, from time-to-time, to meet threats to the public health, safety, and welfare; and

WHEREAS, recreational use of Psychoactive Bath Salts, Psychoactive Herbal Incense, and similar products commonly known as "Synthetic Drugs" are dangerous and have been documented to cause hallucinations, agitation, psychosis, aggression, suicidal and homicidal ideations, and death; and

WHEREAS, Synthetic Drugs are gaining popularity at an alarming rate; and

WHEREAS, Synthetic Drugs are available in small retail outlets such as smoke shops, gas stations, and convenience stores, despite the State of California's and the federal government's attempt to ban such drugs; and

WHEREAS, California State Law, under Health & Safety Code sections 11357.5 (banning synthetic cannabinoid compounds and derivatives) and 11375.5 (banning synthetic stimulant compounds and derivatives) and 11401 (banning "analogs" of controlled substances) (collectively "State Synthetic Drug Laws"), and Federal law, under the Controlled Substances Act (the "CSA") (21 U.S.C. § 801, et seq.), prohibit Synthetic Drugs; and

WHEREAS, although the State Synthetic Drug Laws and the CSA prohibit certain compounds that are used to create synthetic drugs, they are not comprehensive enough to eliminate the sale of all Synthetic Drugs in the City; and

WHEREAS, to avoid the continuing threat to public health, safety and welfare that would occur if Synthetic Drugs were permitted in the City, the City finds it necessary to declare that a business which possesses Synthetic Drugs as defined herein is a threat to public health, safety and welfare and is therefore subject to the City's administrative and civil enforcement procedures (set forth in Title 1 of the Carpinteria Municipal Code) and revocation of a business license pursuant to Chapter 5.04 of the Carpinteria Municipal Code.

NOW THEREFORE, the City Council of the City of Carpinteria, California, does ordain as follows:

SECTION 1. Chapter 9.46 of the Carpinteria Municipal Code is hereby added to read as follows:

Chapter 9.46

SYNTHETIC DRUGS

9.46.010 Purpose and Intent.

The purpose and intent of this Chapter is to provide the City with measures to address the dangers to the community posed by Synthetic Drugs that are not regulated by State or Federal law.

The City Council finds the dangers of Synthetic Drugs, which have been documented to cause hallucinations, agitations, psychosis, aggression, suicidal and homicidal ideations, cannibalism, and death, require regulation.

This Chapter shall not apply to any activity already regulated by State or Federal drug laws, or any other applicable State or Federal law or regulation.

9.46.020 Definitions.

The following definitions shall apply to this chapter:

- A. "Business" shall have the same meaning as the term is defined in Section 5.04.020 of this Code.
- B. "Consume," "consuming," and "consumption" shall mean to ingest, inhale, inject, smoke or snort (insufflate).
- C. "Distribute," "distributing," and "distribution" shall mean to furnish, give away, exchange, transfer, deliver or supply, whether for monetary gain or not.
- D. "Person" shall include any natural person, business, firm, company, corporation, public corporation, club, trust, partnership, association and/or similar organization.
- E. "Possess," "possessing," and "possession," shall mean to have for consumption, distribution, or sale in one's actual or constructive custody or control, or under one's authority or power, whether such custody, control, authority and/or power be exercised solely or jointly with others.

F. "Provide," "providing," and "provision" shall mean offering to distribute or sell a product or substance to any person.

G. "Psychoactive Bath Salts," shall mean any crystalline or powder product that contains a synthetic chemical compound that, when consumed, elicits psychoactive or psychotropic stimulant effects. The term "Psychoactive Bath Salts" includes, without limitation:

1. Products that elicit psychoactive or psychotropic stimulant effects and contain any of the following substances:
 - a. Substances that include but not limited to: Cathinone (2-amino-1-phenyl-1-propane), 4-methylmethcathinone (2-methylamino-1-(4-methylphenyl)propan-1-one), 4-methoxymethcathinone (1-(4-methoxyphenyl)-2-(methylamine)propan-1-one), MDPV (methylenedioxypropylvalerone), methylene (3,4-methylenedioxy-N-methylcathinone), methcathinone (2-(methylamino)-1-phenyl-propan-1-one), flephedrone (4-fluoromethcathinone), 3-FMC (3-fluoromethcathinone), ethcathinone (2-ethylamino-1-phenyl-propan-1-one), butylone (p-keto-N-methylbenzodioxolylbutamine), a-PPP (α-pyrrolidinopropiophenone), MPPP (4-methylpyrrolidinopropiophenone), MDPPP (3,4-methylenedioxy-α-pyrrolidinopropiophenone), a-PVP (1-phenyl-2-(1-pyrrolidinyl)-1-pentanone), naphyrone (1-naphthalen-2-yl-2-pyrrolidin-1-ylpentan-1-one), 6-APDB (6-(2-aminopropyl)-2,3-dihydrobenzofuran), and analogs of MDA (3,4-methylenedioxy methamphetamine),
 - b. Any derivative of the above listed compounds,
 - c. Any synthetic substance and its isomers with a chemical structure similar to the above listed compounds,
 - d. Any chemical alteration of the above listed compounds, or
 - e. Any other substantially similar chemical structure or compound; and
2. Products that elicit psychoactive or psychotropic stimulant effects and are marketed under any of the following trade names:
 - a. Bliss, Blizzard, Blue Silk, Bonzai Grow, Charge Plus, Charlie, Cloud Nine, Euphoria, Hurricane, Ivory Snow, Ivory Wave, Lunar Wave, Ocean, Ocean Burst, Pixie Dust, Posh, Pure Ivory, Purple Wave, Red Dove,

Scarface, Snow Leopard, Stardust, Vanilla Sky, White Dove, White Night, White Lightning, Flakka and Gravel.

H. "Psychoactive Herbal Incense" shall mean any organic product consisting of plant material that contains a synthetic stimulant compound that, when consumed, elicits psychoactive or psychotropic euphoric effects. The term "Psychoactive Herbal Incense" includes without limitation:

1. Products that elicit psychoactive or psychotropic euphoric effects and contain any of the following substances:
 - a. Cannabicyclohexanol (2-[(1R,3S)-3-hydroxycyclohexyl]-5-(2-methylnonan-2-yl)phenol), JWH-018 (naphthalen-1-yl-(1-pentylindol-3-yl)methanone), JWH-073 (naphthalen-1-yl-(1-butylindol-3-yl)methanone), JWH-200 (1-(2-morpholin-4-ylethyl)indol-3-yl) naphthalen-1-ylmethanone, HU-210 or 1.1-dimethylheptyl-11-hydroxy-delta8-tetrahydrocannabinol (6aR,10aR)-9-(hydroxymethyl)-6,6-dimethyl-3-(2-methyloctan-2-yl)-6a,7,10,10-atetra-hydrobenzo[c]chromen-1-ol), CP 47,497 (2-[(1R,3S)-3-hydroxycyclohexyl]-5-(2-methyloctan-2-yl)phenol) and the dimethylhexyl, dimethyloctyl and dimethylnonyl homologues of CP-47,497, AM-2201 (1-[(5-fluoropentyl)-1H-indol-3-yl]-(naphthalen-1-yl)methanone), 1-pentyl-3-(2-methoxyphenylacetyl)indole (also known as JWH-250), 1-hexyl-3-(1-naphthoyl)indole (also known as JWH-019), 1-pentyl-3-(4-chloro-1-naphthoyl)indole (also known as JWH-398), N-benzylpiperazine (also known as BZP), 1-(3-trifluoromethylphenyl) piperazine (also known as TFMPP),
 - b. Any derivative of the above listed compounds,
 - c. Any synthetic substance and its isomers with a chemical structure similar to the above listed compounds,
 - d. Any chemical alteration of the above listed compounds, or
 - e. Any other substantially similar chemical structure or compound; or

- f. Any other synthetic cannabinoid; and
- 2. Products that elicit psychoactive psychotropic euphoric effects and are marketed under any of the following trade names:
 - a. Eight Ballz, Spice, Puff, Sugar Sticks, Green Budd, K2, K3, Genie, Smoke, Potpourri, Buzz, Spice 99, Voodoo, Pulse, Hush, Mystery, Earthquake, Stinger, Ocean Blue, Stinger, Serenity, Fake Weed, and Black Mamba.
- I. "Psychoactive or psychotropic stimulant effects" shall mean affecting the central nervous system or brain function to change perception, mood, consciousness, cognition, and/or behavior in ways that are similar to the effects of cocaine, methylphenidate or amphetamines.
- J. "Psychoactive or psychotropic euphoric effects" shall mean affecting the central nervous system or brain function to change perception, mood, consciousness, cognition, and/or behavior in ways that are similar to the effects of cannabis.
- K. "Sell," "selling," and "sale" shall mean to furnish, exchange, transfer, deliver, or supply for monetary gain.
- L. "Synthetic Drug" shall include Psychoactive Bath Salts and Psychoactive Herbal Incense, as those terms are defined hereinabove.

9.46.030 Public Nuisance.

- A. The storage, provision, sale, or distribution of any Synthetic Drug in or from any property, structure, or building in the City is unlawful and declared to be a public nuisance, as is further described by Chapter 9.70 of the Carpinteria Municipal Code.
- B. Civil Remedies Available; Remedies Cumulative. Any violation of any provision of this Chapter shall constitute a public nuisance and may be abated by the City by civil process by means of a restraining order, a preliminary or permanent injunction, or in any manner provided by law for the abatement of such nuisance. All remedies herein are cumulative and non-exclusive.
- C. Attorney's Fees. Any person, including the City, who prevails in any action or proceeding for the abatement of a public nuisance as provided herein shall be entitled to recover attorney's fees incurred in any such action or proceeding.

9.46.040 Confiscation of Synthetic Drugs.

- A. Because the use of Synthetic Drugs has been documented to cause hallucinations, agitation, psychosis, aggression, suicidal and homicidal ideations, cannibalism, and death, any violation of this Chapter presents a grave and imminent danger not only to the person consuming the Synthetic Drug, but also to the public at large. Any Sheriff Deputy who issues a criminal citation under this Chapter shall confiscate any Synthetic Drugs and store them, pending the conclusion of the criminal case.
- B. The enforcing officer may consider any of the following evidentiary factors to determine if the product is a Synthetic Drug:
 - 1. The product is not suitable for its marketed use (such as crystalline or powder being marketed as "glass cleaner");
 - 2. The product contains a warning label that is not typically present on products that are used for that product's marketed use (such as "not for human consumption," "not for purchase by minors," or "does not contain chemicals banned by Section 11357.5");
 - 3. The product resembles an illicit street drug (such as cocaine, methamphetamine or marijuana); or
 - 4. The product's name or packaging uses images or slang referencing an illicit drug.

9.46.050 Suspension or Revocation of Business License.

No person holding a validly issued City business license and owning or operating a business in the City may use that business to provide, distribute, or sell any Synthetic Drug or any substance claimed or represented to be a Synthetic Drug. A violation of this Chapter by the holder of a validly issued City business license shall constitute grounds for suspension or revocation of a business license in accordance with the procedures set forth in Chapter 5.04 of this Code.

9.46.060 Seizure of Evidence.

Any products or substances possessed in violation of any provision of this Chapter shall be seized and stored in accordance with law.

9.46.070 Exclusions.

- A. This Chapter shall not apply to drugs or substances lawfully prescribed or to intoxicating chemical compounds that have been approved by the Federal Food and Drug Administration or are specifically permitted by California law.
- B. This Chapter shall not be deemed to prohibit any act that is permitted, prohibited, or preempted by any State or Federal law or regulation.

SECTION 2. 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 3. Severability

If any section, subsection, sentence, clause, phrase or word of this Ordinance is for any reason held to be invalid by a court of competent jurisdiction, such 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 4. 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 5. 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 14th day of March 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 14th day of March 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

Carpinteria Synthetic Drug Ordinance
Second Read

March 14, 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: Synthetic Drug Ordinance

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:

This ordinance would prohibit the storage, provision, sale or distribution of synthetic drugs from any property within the City, and would define a violation of the ordinance as a public nuisance, punishable through administrative remedies and business license suspension or revocation.

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:

The project is not subject to CEQA as the activity proposed in the project would not result in a direct or reasonably foreseeable indirect physical change in the environment; the activity is not considered a project as defined in Section 15378; and the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.

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: _____



City of Carpinteria

COUNCIL AGENDA STAFF REPORT March 14, 2016

ITEM FOR COUNCIL CONSIDERATION

Destruction of Certain Obsolete Records in the City Clerk's Office

STAFF RECOMMENDATION

Action Item X; Non-Action Item ____

Adopt Resolution No. 5647, authorizing the destruction of certain obsolete records in the City Clerk's Office as specified in Exhibit A.

Motion: I move to approve Resolution No. 5647, authorizing the destruction of certain obsolete records in the City Clerk's Office as specified in Exhibit A.

DISCUSSION

In a continuing effort to purge files that are no longer needed and in accordance with the City's policy and procedure for the retention and disposition of records, the City Clerk's Office wishes to destroy certain obsolete records from the period 1984 through 2011.

POLICY CONSISTENCY

The records proposed for destruction exceed retention levels required by law and by City Council Resolution No. 4873 adopted April 12, 2004, concerning Rules and Regulations Governing the Policy and Procedure for the Retention and Disposition of Records for the City.

FINANCIAL CONSIDERATIONS

Retention of records beyond the historical and/or legal retention requirements can result in additional storage costs.

LEGAL

The City Attorney has reviewed and approved the list of documents to be destroyed, which is included in Exhibit A and attached to the resolution.

OPTIONS

Continue to retain the records for a longer period of time or indefinitely.

ATTACHMENTS

Resolution No. 5647

Staff contact: Fidela Garcia, City Clerk
(805) 755-4403; fidelag@ci.Carpinteria.ca.us



Signature

Reviewed by: Dave Durflinger, City Manager



Signature

RESOLUTION NO. 5647

A RESOLUTION OF THE CARPINTERIA CITY COUNCIL
AUTHORIZING DESTRUCTION OF CERTAIN RECORDS
IN THE CITY CLERK'S OFFICE

WHEREAS, California Government Code Section 34090 permits the destruction of certain records subject to certain conditions; and

WHEREAS, the City Clerk has recommended that certain records maintained in the Office of the City clerk be destroyed and the City Manager has approved said recommendation; and

WHEREAS, said records have now been retained for periods of time that meet or exceed levels required by law and by City Council Resolution No. 4873 adopted April 12, 2004, concerning Rules and Regulations Governing the Policy and Procedure for the Retention and Disposition of Records for the City; and

WHEREAS, the City Attorney has issued his consent to said recommendation and approval; and

WHEREAS, a list of records to be destroyed is attached hereto as Exhibit "A" dated March 14, 2016 consisting of three pages.

NOW, THEREFORE, THE CARPINTERIA CITY COUNCIL HEREBY RESOLVES that those records identified in Exhibit "A" attached hereto are approved for destruction as recommended.

PASSED, APPROVED AND ADOPTED this 14th day of March, 2016 by the following called vote:

AYES: COUNCILMEMBER:

NOES: COUNCILMEMBER:

ABSENT: COUNCILMEMBER:

ABSTAIN: COUNCILMEMBER:

Mayor, City of Carpinteria

ATTEST:

City Clerk, City of Carpinteria

I hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of the City of Carpinteria held this 14th day of March 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 California

Exhibit "A" to Resolution No. 5647

March 9, 2016

CITY OF CARPINTERIA
REQUEST TO DESTROY OBSOLETE RECORDS

File No., Title or Subject Matter of Records	No. of Records	Originals / Copies	Date(s) Covered
<u>300 Michael R. Ledbetter</u> Contains Forms 700, Fair Political Practices Commission Statement of Economic Interests and related schedules.	1 file	Copies	1991-2007
<u>300 Architectural Review Board</u> <u>Forms 700, Fair Political Practices Commission</u> Statement of Economic Interests filed by Architectural Review Board members and related schedules.	2 files	Originals	1992 through 2007
<u>610 Resumes (Staff)</u> Contains 1 page functional resumes of former City employees who have been separated over six years.	1 file	Originals	no dates recorded
<u>610 Job Descriptions #1</u> Contains Staff Reports, position descriptions, copies of subject related resolutions, classification plans, and job announcements.	1 file	Originals	8/1984- 6/1999
<u>110 Appointments - BDs./Com. #6</u> Contains correspondence, applications, commission/board reappointment response forms, original staff reports recommending appointments	1 file	Originals and Copies	1986-1999
<u>100 Portable Stage Use Policy</u> Note: Stage was surplusd May 9, 2011	1 file	Original	2003
<u>150 Parent-Child Workshop</u> Contains general correspondence, staff reports regarding permits and waiver of fees.	1 file	Original/Copies	1980-1993
One binder containing Lifeguard Daily Log Sheets & Carpinteria Department of Parks & Recreation Program Incident Report	Binder	Originals	3/2011-10/2011
<u>300 Mobile Home Park Board</u> Contains Forms 700, Fair Political Practices Commission Statement of Economic Interests filed by Mobile Home Rent Stabilization Board members and related schedules.	2 files	Originals	1992 – 2007

<u>300 Parking & Business Improvement Area Board</u> Contains Forms 700, Fair Political Practices Commission Statement of Economic Interests filed by PBIAAB members and related schedules.	2 files	Originals	1990-2007
<u>300 LaFevers, Glenn</u> Contains Forms 700, Fair Political Practices Commission Statement of Economic Interests and related schedules.	1 file	Copies	1992-2007
<u>300 Stein, J. Bradley</u> Contains Forms 700, Fair Political Practices Commission Statement of Economic Interests and related schedules.	1 file	Copies	1990-2007
<u>300 Donna Jordan</u> Contains Forms 700, Fair Political Practices Commission Statement of Economic Interests and related schedules.	1 file	Copies	1990-2007
<u>300 Richard Weinberg</u> Contains Forms 700, Fair Political Practices Commission Statement of Economic Interests and related schedules.	1 file	Copies	1996-2003
<u>300 City Employees</u> Contains Forms 700, Fair Political Practices Commission Statement of Economic Interests and related schedules for designated employees	2 files	Originals and copies of City Manager and Treasurer	1989-2006
<u>300 Hatch & Parent (City Attorney)</u> Contains Forms 700, Fair Political Practices Commission Statement of Economic Interests and related schedules for various Attorneys	2 files	Originals and copies of City Attorney	1999-2007

I hereby certify that:

- The record(s) are under the management or control of the Department head.
- To the best of his/her knowledge, the descriptive titles, information, and classifications contained in the request form are true and accurate.
- The minimum retention time periods required by City Resolution No. 4873 Retention Schedule) have been satisfied for all records included in the request form.
- Retention of the record is no longer required for operation of the department, or to satisfy a city council policy adopted by resolution, or a city Council request, or by the city for administrative, historical, research, fiscal, legal, or cultural purposes.
- The destruction or other disposition of the record will not violate state law, these Rules, or other applicable law.
- Destruction of the record(s) is hereby recommended.

Job Title: Fidela Garcia, City Clerk

Signature of Department Head or authorized
Designee, requesting destruction of records

Date: March 14, 2016

Approved for Destruction:

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

Date: March 14, 2016

Approved for destruction at City Council meeting held on March 14, 2016.



City of Carpinteria

COUNCIL AGENDA STAFF REPORT March 14, 2016

ITEM FOR COUNCIL CONSIDERATION

Measure A Five-Year Local Program of Projects for Fiscal Years 2016-17 through 2020-21

STAFF RECOMMENDATION

Action Item X ; Non-Action Item

Receive this report and adopt Resolution No. 5645, approving the Measure A Five-Year Local Program of Projects for Fiscal Years 2016-17 through 2020-21, and authorizing submittal to the Santa Barbara County Association of Governments.

Motion: I move to adopt Resolution No. 5645, approving the Measure A 5 Year Local Program of Projects for Fiscal Years 2016-17 through 2020-21, and authorizing submittal to the Santa Barbara County Association of Governments.

BACKGROUND

In November 2008, voters in Santa Barbara County approved Measure A, which extends for 30 years the one-half percent sales tax for transportation purposes, first approved as Measure D in 1989. Measure A contains a strategic spending plan that includes regional projects as well as local programs and projects that are funded by monthly allocations to each local agency. Measure A requires each local agency to annually prepare a 5 year local Program of Projects. The last update to the City's Measure A Program of Projects was approved on March 9, 2015, via Resolution No. 5590.

DISCUSSION

The Measure A program and related revenues is administered by the Santa Barbara County Association of Governments (SBCAG). Pursuant to the Measure A rules, the City's Program of Projects must be annually presented at a Public Hearing and

approved for submission to SBCAG by a City Council resolution. The last update to the City's Measure A Program of Projects was approved on March 9, 2015, via Resolution No. 5590.

Measure A funds can only be spent on qualifying programs and projects that are described in the local program of projects. Measure A also requires a "Maintenance of Effort" expenditure by the City and the other participating local government agencies. Each local agency must continue to expend other discretionary non-Measure A funds for transportation maintenance and capital projects equivalent to the amount expended by the local agency in budget year 2007-2008. To meet this requirement and receive the Measure A funds, the City of Carpinteria must continue to spend annually at least \$108,990.74 from discretionary sources of funds. Due to the requirement that the Maintenance of Effort funds come from discretionary sources, the City typically uses the General Fund to meet this requirement.

Measure A also requires a minimum percentage of each agency's allocation of Local Street and Transportation funds to be spent on eligible Alternative Transportation projects. The City's required Alternative Transportation percentage is 10%. This minimum percentage is calculated cumulatively and must be met or exceeded by the fifth year of the Measure A Program and every fifth year thereafter. This fiscal year 2015-16 is the first program year in the second five year period. The Alternative Transportation requirements are tracked annually through an audit process. The City's audited Alternative Transportation spending through the first five years of the program, FY 2009-10 through FY 2013-14, was 27.63% of the City's total Local Street and Transportation allocation. The City expects to exceed the minimum 10% Alternative Transportation spending requirement for the five year program period. Public Works has conservatively estimated the Alternative Transportation spending to be 28.11% of its total allocation through FY 2014-15.

The Program of Projects attached to Resolution No. 5645 allocates Measure A funding to the Department of Public Works budgeted programs, including: Administration, Street Maintenance, Right-of-Way Maintenance and Capital Projects. Capital Projects consist of projects included in the City's Capital Improvement Program and projects that are considered capital maintenance. Capital maintenance projects are developed by the Department of Public Works to address heavy maintenance needs such as curb, gutter and sidewalk repairs and pavement maintenance. These projects are typically included in the yearly Department of Public Works budget. The table below lists the annual Measure A programs and projects proposed for approval as a part of Resolution No. 5645.

City of Carpinteria Measure A Program of Projects, 2016-17 to 2020-21

Street Maintenance Program	Concrete Repair Program/Curb Ramp Program
Right-of-Way Maintenance Program	Santa Monica Creek Pedestrian Bridge Near Via Real Rehabilitation Project
Transportation, Parking and Lighting Program	Santa Monica Creek Pedestrian Bridge Near El Carro Lane Rehab Project

Carpinteria Avenue Bridge Replacement Project	City of Carpinteria Alternative Transportation Plan
Ash Avenue Improvement Project	Bike Path Maintenance Program
Pavement Maintenance Projects	Via Real at Cravens Sidewalk In-Fill Project
Public Parking Lot 2 Lighting Projects	Easy Lift Transportation, Paratransit Service
Traffic Safety Program	Help of Carpinteria, Dial-A-Ride Service.
Street Tree Management Program	Carpinteria Ave. Pedestrian Safety Improvements Project – Dump Road to Bluffs
Via Real Storm Water Management Project	Camino Trillado Sidewalk Repair
Traffic Operations Program	Linden Avenue Sidewalk Repair
Landscape Maintenance Program	Main School Sidewalk Infill
Linden Avenue and Casitas Pass Interchanges Replacement	Carpinteria Freeway Circulation Improvements
Carpinteria Ave. / Elm Ave. Crosswalk Relocation Project	Fifth St. Pedestrian Bridge Feasibility Study

POLICY CONSISTENCY

The Capital Project and maintenance activities included for Measure A funding in FY 2016-17 are consistent with, and will assist in implementing various General Plan policies including the General Plan Transportation Element policies. The adoption of the annual Program of Projects is a requirement of the Measure A program as established by Ordinance No. 5 of the Santa Barbara County Local Transportation Authority (SBCAG). Adoption of the Program of Projects binds the City to expending Measure A funds on the projects listed in Exhibit B of the attached Resolution No. 5645. However, the program may be modified each year to reflect the changing priorities of the Council. The Program of Projects may be amended during a program year with approval of the SBCAG Board. Measure A funds are intended to be very flexible and adoption of this list of projects is not meant to hinder Council policy with regard to determining street maintenance and transportation priorities.

FINANCIAL CONSIDERATIONS

The five-year estimate of Measure A local apportionments (totaling approximately \$4.7 million) is shown in Exhibit A of the attached Resolution No. 5645. The total Measure A revenue amount includes a projected carry-over fund balance of \$894,887 from the mid-year FY 2015-16 budget for a total of \$4.7 million. The Santa Barbara County Measure A tax revenues have recovered from the recession and are now exceeding county-wide revenues received prior to the recession. However, it should be noted that current local agency Measure A allocations, including the annual allocation to the City of Carpinteria, remain below 2008, i.e. Measure D, local allocation levels due primarily to Measure A's including an "off the top" allocation to the Highway 101 Improvements Project. For the five-year period, FY 2016-17 to 2020-21, revenues are estimated to grow at a rate of 3.75% annually per the Measure A Strategic Plan. Exhibit B of the attached Resolution No. 5645 presents the programs and projects that comprise the Five-Year Program of Projects to be submitted to SBCAG with Resolution No. 5645. The total estimated cost

of the Program of Projects far exceeds the available annual allocation to the City of Measure A Program revenues.

Measure A also includes funding for local public transportation and alternative transportation projects. The table below shows for the past 10 years the total annual Measure D/A¹ allocations, the estimated allocations for the MTD electric shuttle, Easy Lift, and Help of Carpinteria, and alternative transportation grants received by the City. The last column of the table reflects the net City of Carpinteria Measure A/D allocations after expending money on the MTD electric shuttle, Easy Lift, Help of Carpinteria expenses, and including Measure A grant monies received by the City. This is the amount available to address the annual Program of Projects and grant projects.

Fiscal Year	Measure D Allocation	Measure A Allocation	MTD Electric Shuttle	Easy Lift	Help of Carpinteria	Measure A Grant Programs	Net
04/05	\$748,764	0	\$54,802	\$12,612	\$5,000	0	\$676,350
05/06	\$815,976	0	\$56,173	\$12,612	\$5,000	0	\$742,191
06/07	\$748,857	0	\$57,577	\$12,612	\$5,000	0	\$673,668
07/08	\$787,107	0	\$59,016	\$12,612	\$5,000	0	\$710,479
08/09	\$709,093	0	\$85,751	\$12,612	\$5,000	0	\$605,730
09/10	\$717,435	0	\$64,527	\$12,612	\$5,000	0	\$635,296
10/11	0	\$633,709	0	\$17,000	0	0	\$616,709
11/12	0	\$800,356	0	\$12,000	\$5,000	\$541,150	\$1,324,506
12/13	0	\$648,772	0	\$12,000	\$5,000	\$263,623	\$895,395
13/14	0	\$624,459	0	\$12,000	\$5,000	0	\$607,459
14/15	0	\$725,334	0	\$12,000	\$5,000	0	\$708,334
15/16	0	\$760,000	0	\$12,000	\$5,000	\$447,044	\$1,190,044

Note: All amounts shown in table are actuals except for FY 15/16 which are estimates.

Measure A / D allocations have grown by approximately 10% since 2004. Comparing the same time period, the Caltrans Price Index for Selected Highway Construction Items has shown an increase of 23% while the Engineering New Record Construction Cost Index shows an increase of 36%. It's worthwhile to note that the Caltrans Index peaked in 2006, just before the recession hit, and comparing 2006 to 2004 showed an increase of 32%. The City must compete for the Measure A alternative transportation grants and the call for grant proposals occurs about every two/three years. Measure A grants are to be used solely for capital projects instead of maintenance.

¹ Under the Measure D Program, the City received Measure D allocations and then expended Measure D money on the MTD electric shuttle. Under the Measure A Program, MTD receives a direct allocation from Measure A, which has been deducted from the City's allocation.

LEGAL

There are no legal issues concerning this item.

OPTIONS

The City Council could choose to direct staff to revise the Measure A Local Program of Projects for FY 2016-17 to 2020-21 and adopt at a future meeting held before March 30th. However, Measure A Program of Projects are due to SBCAG no later than April 13th.

PRINCIPAL PARTIES EXPECTED AT MEETING

There are no principal parties expected at this meeting.

ATTACHMENTS

Attachment A: Resolution No. 5645 with
Exhibit A – Five Year Estimate of Measure A Local Apportionments
Exhibit B – Measure A Five Year Program of Local Projects

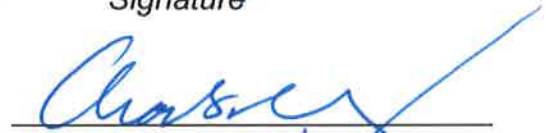
Staff contact:

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 Durlinger, City Manager


Signature

ATTACHMENT A
RESOLUTION NO. 5645

RESOLUTION NO. 5645

**A RESOLUTION OF THE CARPINTERIA CITY COUNCIL ADOPTING
THE MEASURE A FIVE-YEAR LOCAL PROGRAM OF PROJECTS
FOR FY 2016-17 THROUGH FY 2020-21**

WHEREAS, on November 4, 2008, the voters of Santa Barbara County approved Ordinance No.5, the Road Repair, Traffic Relief and Transportation Safety Measure known as Measure A; and

WHEREAS, the Ordinance provides that the Santa Barbara County Local Transportation Authority shall annually approve a program of projects submitted by local jurisdictions identifying those transportation projects eligible to use Measure A funds during the succeeding five-year period; and

WHEREAS, the City of Carpinteria was provided with an estimate of annual Measure A local revenues for fiscal years 2016-17 through 2020-21 (Exhibit A); and

WHEREAS, the City of Carpinteria has held a public hearing in accordance with Section 18 of the Ordinance;

NOW, THEREFORE, BE IT RESOLVED that the City of Carpinteria does hereby adopt the attached Five-Year Local Program of Projects (Exhibit B) to be funded in part with Measure A revenues and authorizes submittal to the Santa Barbara County Association of Governments.

BE IT FURTHER RESOLVED that the City of Carpinteria certifies that it will include in its budget an amount of local discretionary funding for local streets and roads sufficient to comply with the Maintenance of Effort requirements contained in Section 27 of the Measure A Ordinance, and

BE IT FURTHER RESOLVED that pursuant to the Measure A ordinance, the City of Carpinteria will not use Measure A revenues to replace private developer funding that has been committed to a transportation project or would otherwise be required under current City policies.

BE IT FURTHER RESOLVED that the City of Carpinteria has complied with all other applicable provisions and requirements of the Measure A Ordinance.

PASSED, APPROVED AND ADOPTED this 14th day of March, 2016, by the following called votes:

AYES: COUNCILMEMBER:

NOES: COUNCILMEMBER:

ABSENT: COUNCILMEMBER:

Mayor, City of Carpinteria

ATTEST:

City Clerk, City of Carpinteria

I hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of the City of Carpinteria held the 14th day of March, 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

EXHIBIT A
TO RESOLUTION NO. 5645

Five-Year Estimate of Measure A Local Apportionments

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EXHIBIT A

CITY OF CARPINTERIA
Five-Year Measure A Revenue Estimate
Local Street and Transportation Improvements

Jurisdiction	Carry-over from prior years	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	Total
City of Carpinteria	\$894,887	\$749,961	\$736,211	\$759,056	\$782,988	\$812,523	\$4,735,626

Alternative Mode Percentage	10%
Minimum to be Spent on Alternative Modes by FY 20/21	\$473,563

**EXHIBIT B
TO RESOLUTION NO. 5645**

Measure A Five-Year Program of Local Projects

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Alternative Transportation Expenditures				Measure A Revenues								Non-Measure A Revenues				Total Project Cost
Project Descriptions	FY 2014/15 Actual Expenditures	Carry-over from FY 14/15	Carry-over from FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	TOTAL Measure A Revenues	Regional Measure A Programs	Remaining Measure D	Local	State	Federal	TOTAL Non-Measure A Revenues	
Maintenance, Repair, Construction & Improvement of Bike & Ped Facilities																\$0
Concrete Repair Program/Curb Ramp Program	\$35		\$50	\$20	\$30	\$30	\$30	\$30	\$190							\$190
Santa Monica Creek Pedestrian Bridge Near Via Real Rehabilitation Project					\$60				\$60							\$60
Santa Monica Creek Pedestrian Bridge Near El Carro Lane Rehab Project					\$50	\$140			\$190							\$190
City of Carpinteria Alternative Transportation Plan			\$50						\$50							\$50
Bike Path Maintenance Program			\$50	\$10	\$10	\$10	\$10	\$10	\$100			\$50				\$150
Via Real at Cravens Sidewalk In-Fill Project									\$0	\$75						\$75
Camino Trillado Sidewalk Repairs	\$30								\$0							\$0
Linden Avenue Sidewalk Repair									\$0							\$0
Carpinteria Ave. Pedestrian Safety Improvements Project - Dump Road to Bluffs				\$121					\$121	\$180					\$180	\$301
Carpinteria Ave. / Elm Ave. Crosswalk Relocation Project				\$102					\$102	\$138					\$138	\$240
									\$0						\$0	\$0
Safe Routes to School Improvements																
Main School Sidewalk In-Fill				\$45					\$45	\$78						\$123
Fifth St. Pedestrian Bridge Feasibility Study				\$13					\$13	\$50				\$148	\$226	\$271
															\$50	\$63
Reduced Transit Fares for Seniors & Disabled									\$0						\$0	\$0
									\$0						\$0	\$0
									\$0						\$0	\$0
									\$0						\$0	\$0
Bus and Rail Transit Services and Facilities																
Easy Lift Transportation Paratransit Service	\$12			\$12	\$12	\$12	\$12	\$12	\$60							\$60
Help of Carpinteria, Dial-A-Ride Service	\$5			\$8	\$8	\$8	\$8	\$8	\$40						\$0	\$40
Programs, Education, & Incentives to Reduce Single Occupant Auto Trips or Transportation Demand																
									\$0						\$0	\$0
									\$0						\$0	\$0
									\$0						\$0	\$0
TOTAL ALTERNATIVE TRANSPORTATION EXPENDITURES	\$82	\$0	\$150	\$331	\$170	\$200	\$60	\$60	\$971	\$521	\$0	\$50	\$0	\$148	\$719	\$1,690

Alternative Transportation Summary		
TOTAL MEASURE A ALLOCATION (FY 2016/17 TO 2020/21)		\$4,732
MINIMUM ALTERNATIVE PERCENTAGE PRESCRIBED BY INVESTMENT PLAN TO BE MET BY FY 2019/20 FOR FISCAL YEARS 2015/16 THROUGH 2019/20		10%
TOTAL MEASURE A ALLOCATION TO ALTERNATIVE TRANSPORTATION	\$971	\$971
PERCENTAGE OF MEASURE A ALLOCATION TO ALTERNATIVE TRANSPORTATION		20.52%



City of Carpinteria

COUNCIL AGENDA STAFF REPORT March 14, 2016

ITEM FOR COUNCIL CONSIDERATION

Adoption of Resolution No. 5648, approving the recommendation of the City's Traffic Safety Committee made on February 25, 2016.

STAFF RECOMMENDATION

Action Item X ; Non-Action Item

Adopt Resolution No. 5648, approving the recommendation of the Traffic Safety Committee from its meeting of February 25, 2016.

Motion: I move to adopt Resolution No. 5648, approving the recommendation of the Traffic Safety Committee from its meeting of February 25, 2016.

BACKGROUND

Pursuant to Carpinteria Municipal Code Section 10.08.080, the City of Carpinteria has established a Traffic Safety Committee as an advisory body to the City Council. The Committee consists of the City Traffic Engineer, Chief of Police or representative, Community Development Director or representative, as well as three citizen representatives, including a senior student representing Carpinteria High School, a representative of the safety committee of the Carpinteria Unified School District, and such other City officials or representatives of Special Districts as may be recommended by the City Manager and approved by the City Council.

The Traffic Safety Committee's role includes providing recommendations to the City Traffic Engineer and to the City Council on traffic safety matters. The purpose of this agenda matter is for the City Council to receive the recommendations of the Committee and the City Traffic Engineer and to confirm or modify those recommendations.

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

DISCUSSION

At its November 19, 2015 meeting, the Traffic Safety Committee (TSC) responded to a citizen request to consider prohibiting certain existing on-street parking north and south of a driveway serving a 30 unit residential condominium development, The Villas of Carpinteria, at 1260 Cravens Lane (Figure 1), due to difficulty seeing on-coming traffic. Prior to the meeting, a field review was conducted by the Department of Public Works and it was found that the existing on-street parking does not compromise minimum sight distance standards. The City follows its adopted Engineering Standards, established by Resolution No. 5413, that are based on State and Federal standards regarding the provision of minimum stopping sight distances. Based on a design speed of 35 miles per hour, the minimum stopping sight distance was determined to be 250 feet. After reviewing the minimum stopping sight distance based on the location of the traveled way by north bound vehicles, the Public Works Director determined that the location of parked vehicles as currently allowed does not impede the view of on-coming traffic. The TSC tabled the item to allow Public Works time to perform a sight distance demonstration with some of the concerned residents of The Villas. On December 21, 2015, Public Works met with the residents to perform the demonstration.

On February 25, 2016, the TSC revisited the item and concurred with Public Works that a sight distance problem does not exist; however, due to the type of development, number of concerned residents and the amount of on-street parking available in the area, a recommendation was made to install an additional 20 feet of red curb north and 40 feet of red curb south of the driveway, which would effectively remove a total of 3 parking spaces (Figure 2). A total of 4 feet of red curb to the north and 10 feet of red curb to the south of the driveway entrance are currently installed. There are 19 additional marked parking spaces from The Villas frontage south to Via Real. Further, on May 29, 2013, the City approved the elimination of red curbing on the west side of Cravens Lane that, when implemented, will create approximately 18 additional parking spaces.

Figure 1



Figure 2



POLICY CONSISTENCY

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

FINANCIAL CONSIDERATIONS

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

LEGAL

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

OPTIONS

1. Adopt Resolution No. 5648, approving the recommendation of the Traffic Safety Committee from its meeting of February 25, 2016.
2. Direct staff to modify Resolution No. 5648.

3. Decline to adopt Resolution No. 5648 (no action would result in no change to existing red curb).

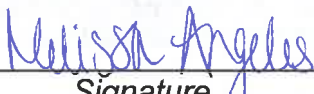
PRINCIPAL PARTIES EXPECTED AT MEETING

No principal parties are expected to attend.

ATTACHMENTS

Attachment A: Resolution No. 5648

Staff contact:
Melissa Angeles, Engineering Technician
(805) 755-4445
MelissaA@ci.carpinteria.ca.us



Signature

Reviewed by:
Charles W. Ebeling, Public Works Director



Signature

Reviewed by: Dave Durflinger, City Manager



Signature

ATTACHMENT A

Resolution No. 5648

RESOLUTION NO. 5648

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA APPROVING
THE RECOMMENDATION OF THE TRAFFIC SAFETY COMMITTEE AS SET
FORTH AT THE FEBRUARY 25, 2016 TRAFFIC SAFETY COMMITTEE MEETING**

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

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

WHEREAS, the Traffic Safety Committee reviewed the request at its February 25, 2016 meeting and has made the following recommendation for City Council consideration:

1. Remove two parking spaces south and one parking space north of the driveway entrance at 1260 Cravens Lane.

WHEREAS, the City Traffic Engineer has reviewed the Traffic Safety Committee measures and based on his professional opinion recommends that the City Council approve the recommendation of the Committee; thus installing an additional 20 feet of red curb north and 40 feet of red curb south of the driveway at 1260 Cravens Lane.

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

Passed, approved and adopted this 14th day of March, 2016 by the following called votes:

AYES: COUNCILMEMBER:

NOES: COUNCILMEMBER:

ABSENT: COUNCILMEMBER:

ATTEST:

Mayor, City of Carpinteria

City Clerk, City of Carpinteria

I hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of the City of Carpinteria held the 14th day of March, 2016.

APPROVED AS TO FORM:

City Clerk, City of Carpinteria

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

Exhibit A to Resolution No. 5648 – 1260 Cravens Lane





City of Carpinteria

COUNCIL AGENDA STAFF REPORT March 14, 2016

ITEM FOR COUNCIL CONSIDERATION

A consultant agreement for the preparation of a feasibility study for a railroad undercrossing and trail at Holly Avenue or Ash Avenue and connecting trail over Franklin Creek to Seventh Street.

STAFF RECOMMENDATION

Action Item;☒ Non-Action Item ☐

Authorize the City Manager to execute the attached Consultant Agreement in an amount not to exceed \$33,000.00 for Bengal Engineering, Inc. to study the feasibility of a trail undercrossing at the railroad tracks at Holly Avenue or Ash Avenue and to prepare concept plans for the undercrossing and a connecting trail to Seventh Street.

MOTION: I move to authorize the City Manager to execute the subject Consultant Services agreement in an amount not to exceed \$33,000.00 to Bengal Engineering, Inc

BACKGROUND

At its regular meeting held on November 9, 2009, the City Council received and filed a report on coastal access and railroad safety in Carpinteria. The study identified five locations along the City's three mile long rail corridor where consideration of a railroad crossing for a trail would be beneficial. The locations included the overcrossing envisioned as part of the Carpinteria Rincon Trail, an undercrossing on Bluffs I, a crossing at Dump Road, an undercrossing at Calle Ocho, and the subject undercrossing at Holly or Ash Avenue.

The City acquired two parcels of land from the Union Pacific Railroad in 2012 and 2013. These parcels, combined with area now occupied by Parking Lot No. 3 (purchased in 1989) cover three acres of public land allowing for consideration of an undercrossing at Holly Avenue.

The City Council / Staff work plan meeting held in January 2015 included a presentation of a plan to improve the land with various features including a railroad undercrossing at Holly Avenue or Ash Avenue. The City Council included this work as a part of the City's 2016 Work Plan.

DISCUSSION

The City solicited and received a proposal for professional services from Bengal Engineering for the study. The concept level plans and feasibility report will consider the best location for, and how an undercrossing could be accomplished.

High ground water in this area will require the underpass to make provisions for hydraulics both in terms of inundation and buoyancy. The undercrossing will need to avoid existing railway conduits and utilities that are already in the railroad property. The project will need to be designed to comply with the Americans with Disabilities Act. In addition, the project will need to be built with minimal or no interruption of rail service.

The scope of work in the proposal also includes a concept design to connect a trail to Fifth Street including a new pedestrian bridge at Franklin Creek. This bridge and trail connection would then provide a hiking and biking route from Seventh Street to the beach area in a direct and efficient route. Should the project be built, it will be a significant addition to the City's trail system improving railroad and pedestrian safety, providing a safer route to school and improved coastal access.

POLICY CONSIDERATIONS

Installation of trail features that improve the safety conditions in the vicinity of the railroad and provide coastal access are important.

The Carpinteria General plan contains many references to providing recreational trails throughout the city.

- **C-6a.** Seek funding sources for grade-separated crossings of the rail line to resolve conflicts with urban linkages, where such structures are considered feasible. [10-year]
- **C-6c.** Encourage development of available railroad rights-of-way for alternative transportation, bicycle, recreation, trail, parking related, and other appropriate uses.
- **CD-8b.** To provide convenient pedestrian routes, the existing network of automobile lanes, trails and pedestrian ways in the Downtown District and adjacent neighborhoods should be preserved, reinforced and extended into other neighborhoods. This pedestrian network should be in addition to, not in lieu of, pedestrian ways on the streets.

- **OSC-15a.** The City's trail system shall be maintained and expanded upon based upon Figure C-3, the Trails Map, and, if approved by the Coastal Commission in an amendment to its Local Coastal Plan, the Trails Master Plan or similar implementing document.
- **OSC-14a.** Increase coastal and recreational access for all segments of the population, including the disabled and elderly, while protecting natural resources, particularly environmentally sensitive habitat areas.

FINANCIAL CONSIDERATIONS

The consultant's proposed study cost is not exceed \$33,000.00. Funds have been budgeted from the Tidelands Trust Fund.

The City has applied for a Measure A grant to study additional project attributes in greater detail. Should that grant be awarded, the project scope may be increased with City Council authorization to perform further detailed analysis for the project.

LEGAL

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

OPTIONS

The City Council could provide additional direction to staff regarding this project.

PRINCIPAL PARTIES EXPECTED AT MEETING

None

ATTACHMENTS

Aerial photo with conceptual project graphic overlay

Bengal Engineering Proposal

Staff contact: Matthew Roberts, Parks and Recreation Director

(805) 684-5405 x449 Matr@ci.Carpinteria.ca.us

Reviewed by: Dave Durflinger, City Manager



Signature



Signature

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT FOR CONSULTANT SERVICES (“**Agreement**”) is made and effective as of the ___ day of March, 2016 by and between the City of Carpinteria, a municipal corporation (“**City**”), and **Bengal Engineering, Inc. Consultant**) 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.
- 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 project, 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 the same standards of care utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.
- 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.
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, but in no event later than the 31st day of December, 2013, unless terminated earlier as provided for herein.
4. **COMPENSATION.**
- 4.1 **Basic Services.** For Basic Services, City shall pay Consultant a time and materials, not to exceed amount of Thirty-three thousand and 00/100 dollars (\$33,000.00) 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 A, attached hereto and incorporated herein by this reference as though set forth in full, based on the actual time spent on the tasks.
- 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 those set forth herein, 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 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 three 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.** City may at any time terminate this Agreement or any portion thereof for any reason by giving Consultant at least ten (10) days prior written notice of such termination. Upon receipt of said notice, Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.
- 6.2 **Termination With Cause.** City may terminate this Agreement with cause, effective immediately upon written notice of such termination to Consultant, based upon the occurrence of any of the following events:

- Material breach of this Agreement by Consultant;
- Cessation of Consultant to be licensed, as required;
- Failure of Consultant 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 **Payment Upon Termination.** In the event this Agreement is terminated, with or without cause, pursuant to this Section, City shall pay Consultant for the outstanding balance owed up to the time of termination. Upon termination of the Agreement, Consultant will submit an invoice to City as provided for herein.

7. **INSURANCE.** Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in the attached Exhibit B, which is incorporated by this reference as though set forth in full.

8. **INDEMNIFICATION.**

Indemnification for Professional Liability. To the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City and any of its officials, employees and agents ("**Indemnified Parties**") from and against any and all losses, liabilities, damages, costs and expenses, including attorneys fees and costs which arise out of the negligence, recklessness, or willful misconduct of the Consultant.

9. **RELEASE OF INFORMATION.**

9.1 **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 work 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.

9.2 **Notice and Cooperation.** Consultant shall promptly notify the City Manager and City Attorney in writing if Consultant, its officers, employees, agents, or subcontractors or consultants should be 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.

10. **RELATIONSHIP TO CITY.**

- 10.1 **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.
- 10.2 **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.
- 10.3 **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.
- 10.4 **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.
- 10.5 **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 from 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. **GENERAL PROVISIONS.**

- 11.1 **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.
- 11.2 **Notices.** All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if personally served or on the second day after mailing if mailed by first-class mail, registered or certified, return receipt requested, postage prepaid and properly addressed as follows:

To City:

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

To Consultant:

Md. Wahiduzzaman
Bengal Engineering
250 Big Sur Drive
Goleta, CA 93117
(805) 685-6511

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.

- 11.3 **Legal Responsibilities.** Consultant shall keep itself informed of state and federal 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.
- 11.4 **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.
- 11.5 **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.
- 11.6 **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, require Consultant to pay the general prevailing wage rates.
- 11.7 **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.

- 11.8 **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.
- 11.9 **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.
- 11.10 **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.
- 11.11 **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.
- 11.12 **Attorneys Fees.** In the event any action is brought to enforce or interpret the terms of this Agreement or for damages on account of the breach hereof, the prevailing party therein shall be entitled to recover from the other party its costs and expenses incurred in connection therewith, including without limitation, reasonable attorneys fees and the costs and expenses of litigation.
- 11.13 **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.
- 11.14 **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.
- 11.15 **Counterparts.** This Agreement may be executed in counterparts, each of which shall remain in full force and effect as to each party.

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"
Bengal Engineering, Inc.

By: _____
David Durflinger, City Manager

By: _____

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

Exhibit A



August 13, 2015

Bengal Engineering's Proposal to Provide Concept-Level Engineering; for the Proposed Multi-Use Trail – Holly Ave, Ash Ave. and west to Franklin Creek

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

ATTN: Mr. Matthew Roberts, Parks and Recreation Director

Bengal Engineering is pleased to submit our proposal to study the feasibility of a multi-use trail alignment in the UPRR corridor, between Holly Ave. and Ash Ave., with a spur connecting Aliso Elementary School via a bridge over Franklin Creek.

Bengal Engineering is a Goleta-based company specializing in the engineering and construction of complex public works projects including, highways & roads, bridges, flood control, heavy structures, site work, and trail projects like this one.

We are currently performing the civil, geotechnical and structural design for the Rincon Trail for the City of Carpinteria.

Project Understanding

The City of Carpinteria contracted with HDR Engineering, Inc. to create a *Coastal Access Feasibility Study* (completed in 2009). One of the purposes of the study was to, "...determine and discuss potential crossing alternatives, including grade separation of pedestrian and bicycle rail crossings..."

HDR's study included observations regarding "barrier effect" generated by the railroad corridor, the limited number of sanctioned railroad crossings, and the increased amount of trespassing within the railroad corridor. HDR's study also found that the area between Holly and Ash Avenues was one of the three most common areas where people cross the rail corridor.

Bengal was also provided with a site plan, prepared by Van Atta Associates, Inc. (2015), for the proposed "Carpinteria Community Gardens" project. The plan covers an area both north and south of the railroad tracks, from Linden Ave. west to Holly Ave.

Van Atta's site plan shows a section of trail in the City's linear parcel south of the tracks, which passes under the UPRR at Holly Ave.

Bengal's Scope of Work

To better understand the engineering challenges to the project, Bengal Engineering has been asked provide concept-level plans. Our proposed work will include two main objectives:

- A) Investigate the feasibility to build a multi-use underpass at either Holly Ave. or Ash Ave. (for bicyclists and pedestrians).
- B) Investigate the feasibility to build a path on north side of the UPRR from Ash Ave. to Aliso School; includes bridging Franklin Creek upstream of the railroad bridge.

1. Project Management and Attendance of City Meetings

BENGAL will manage the project by tracking the schedule, budget and value of the products produced.

Work will include:

- a) Coordination with City
- b) Attendance of up to four (4) City-led meetings during the course of design. Our understanding is that these meetings are geared towards public outreach.

2. Preliminary Utility Investigation

Bengal will undertake preliminary work for utility investigation.

TASK DELIVERABLE(S):

- Request Existing Utility Maps and Atlas Maps from utility owners in the project area.

3. Preliminary Engineering

Bengal will provide the concept-level drawings to vet the project with the stakeholders.

a) Conceptual Geometric Layout Drawings

BENGAL will layout the path for each of the underpasses and for the trail to Aliso Elementary School. Our work will include alignment, profile, and typical cross section to better understand the feasibility of the project.

We anticipate the plans will include the following:

- Typical Cross Section(s)
- Layouts and Profiles
- Sections and Details

TASK DELIVERABLE(S):

- Concept Geometric Layout drawings for City review
- A brief memorandum of our findings

b) Preparation of Trail Design Renderings

As requested, Bengal will prepare two (2) renderings of the proposed trail for the City's use. We understand the City's desire and need to visually help explain the trail concept to all interested parties.

One preliminary versions of the renderings will be provided to the City for review and approval, prior to finalizing.

TASK DELIVERABLE(S):

- Two (2) renderings for City use

Assumptions and Exclusions:

- We assume the project is feasible as presented; no UPRR objections.
- We assume stake holders will participate proactively throughout the course of the project.
- We assume that the project will proceed uninterrupted and that interested parties at the City will review the drawings "at the same time".
- The City will provide Topographic Survey / Right-of-Way Lines
- No geotechnical investigation is proposed as part of our work.
- Effort utility coordination is a budget amount.

We look forward to your response and the opportunity to help out the City Parks and Recreation Department with this exciting project. We understand the timeframe, and we are ready to begin work at once.

Sincerely,



PE, CEO

Bengal Engineering is a Caltrans-Certified DBE and SBE Firm.

References:

1. HDR Engineering, Inc. (2009), *Final Report, Coastal Access Feasibility Study*, Contract No. CON0033827, dated Sept. 23, 2009.
2. Van Atta Associates, Inc. (2015), *Site Plan for Carpinteria Community Gardens*, Carpinteria, CA, dated January 2015.

Bengal Engineering's Proposal to Provide Concept-Level Engineering;					8/13/2015
For the Proposed Multi-Use Trail – Holly Ave, Ash Ave. and west to Franklin Creek					

8/13/2015

[illegible]

EXHIBIT B

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 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.

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.



City of Carpinteria

COUNCIL AGENDA STAFF REPORT March 14, 2016

ITEM FOR COUNCIL CONSIDERATION

Engagement of a Consultant to prepare a feasibility study (Study) for an inn and restaurant on City owned property at Parking lot No. 3, (Site).

STAFF RECOMMENDATION

Action Item; ☒ Non-Action Item ☐

Authorize the City Manager to engage Keyser Marston Associates to evaluate the feasibility of an inn and restaurant proposed to be located at Parking Lot No. 3

MOTION: I move to authorize the City Manager to engage Keyser Marston Associates to evaluate the feasibility of an inn and restaurant located at Parking Lot No. 3.

BACKGROUND

The City owns over three acres of land along the Union Pacific Railroad to the west of Linden Avenue. An evaluation of potential uses include a variety of public improvements that may include a small inn and restaurant (Project) in what is currently occupied by Parking Lot No. 3.

The City acquired two parcels of land from the Union Pacific Railroad in 2012 and 2013. These parcels, combined with area now occupied by Parking Lot No. 3 (purchased in 1989) cover over three acres of public land.

The City Council and Staff work plan workshop held in January 2015 included a presentation of a plan to improve the land with various features including an inn and restaurant at the Site. At this workshop, the City Council included further work on this concept in City's 2016 Work Plan.

The City's visioning document entitled Vision 20/20 recommended the City pursue replacement of the Southern Pacific Railroad building once located at the Site. This two story building was raised in the late 1960's.

The City prepared a concept design illustration for an inn and restaurant for the Site in 2015. The conceptual design is intended to be evocative of the Southern Pacific Railroad building.

DISCUSSION

City Staff solicited applications from qualified consultants to conduct a feasibility study to determine the economic profile of an inn and restaurant at the Site. The City provided a concept design illustration to each applicant. Three proposals were received from qualified consultants.

A Study is desirable in order to determine if the project has sufficient positive financial and economic vitality effects for the downtown corridor and the City. The outcome of this Study will be important should the City wish to further work on this Project. Should the Study determine that the local market has sufficient demand for an appropriately sized downtown inn and restaurant, it will be used to attract private investors and operators.

In many cases involving a public and private partnership, the privately owned project leases public land. Leases for this type of partnership are often in excess of fifty-five years. In addition to ground lease fees, an inn and restaurant would generate Transient Occupancy Taxes (TOT), property tax and sales tax revenues for the City.

It is possible the Study will conclude that such a project does not have sufficient economic benefits and is not feasible.

In order to understand the economic profile of the Project, the Study will evaluate the local and regional market's opportunity for the Project that includes potential Project gross development costs and annual revenues. Once project gross development and annual revenues are estimated, the Consultant will be able to quantify estimates of land value and tax revenues expected to be generated by the project.

Should the Study conclude that the Project effects are positive, and should the City Council wish to continue work on the Project, the Consultant could provide additional services to help the City identify an appropriate qualified private sector partner to build and operate the Project. The Consultant has expertise regarding the optimal method to partner with the private sector to develop and operate the Project on publically owned land. This service could also extend to assistance in negotiation with a qualified partner. Further authorization by the City Council will be sought if Project work continues beyond this proposed Study.

POLICY CONSIDERATIONS

The Carpinteria General Plan and Local Coastal Plan envisions support for visitor serving land uses in the downtown.

Objective LU-5: Maintain availability of agriculture, coastal - dependent industry and visitor-serving commercial development including hotels/motels, restaurants and commercial recreation uses.

Objective CDS2-2: Preserve and enhance the downtown's historic status as the center of commercial activity by encouraging a range of uses that serve both residents and visitors.

FINANCIAL CONSIDERATIONS

Three proposals were received from qualified consultants as seen below.

HTL Hospitality Advisors,	San Rafael, CA	\$12,000.00
Keyser Marston Associates,	Los Angeles, CA	\$15,000.00
Kosmont Companies,	Los Angeles, CA	\$25,000.00

After review of the three proposals, Staff is recommending Keyser Marston Associates because they presented an optimal mix of qualifications, relevant experience and price.

Funds for this Study cost are programmed in the current budget to come from the Tidelands Trust Fund.

LEGAL

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

OPTIONS

The City Council could provide additional direction to staff regarding this project.

PRINCIPAL PARTIES EXPECTED AT MEETING

None

ATTACHMENTS

1. Keyser Marston Proposal
2. Carpinteria Property Master Plan
3. Concept Hotel elevations

Staff contact: Matthew Roberts, Parks and Recreation Director

(805) 684-5405 x449 Mattr@ci.Carpinteria.ca.us


Signature


Signature

Reviewed by: Dave Durflinger, City Manager



KEYSER MARSTON ASSOCIATES.

ADVISORS IN PUBLIC/PRIVATE REAL ESTATE DEVELOPMENT

ADVISORS IN:

REAL ESTATE

REDEVELOPMENT

AFFORDABLE HOUSING

ECONOMIC DEVELOPMENT

February 11, 2016

SAN FRANCISCO

A. JERRY KEYSER

TIMOTHY C. KELLY

KATE EARLE FUNK

DEBBIE M. KERN

REED T. KAWAHARA

DAVID DOEZEMA

Dylan K. Johnson

Brownstein Hyatt Farber Schreck, LLP

1020 State Street

Santa Barbara, California 93101

LOS ANGELES

KATHLEEN H. HEAD

JAMES A. RABE

GREGORY D. SOO-HOO

KEVIN E. ENGSTROM

JULIE L. ROMNEY

Re: Downtown Carpinteria Hotel Analysis

Dear Mr. Johnson:

Pursuant to your request, Keyser Marston Associates, Inc. (KMA) prepared the following scope of services for the City of Carpinteria (City). As KMA understands the situation, the City would like to understand the potential feasibility of a hotel at the intersection of Linden Avenue and 5th Street in Downtown Carpinteria. If a hotel demonstrates potential feasibility, KMA would then assist the City in the selection of a developer. To this end, KMA is pleased to submit this letter proposal to the City, which outlines the following three tasks:

1. An overview of the current hotel market conditions and evaluation of hotel prototype feasibility;
2. If a hotel indicates potential feasibility, KMA would assist the City with the preparation of an RFQ or RFP for the Project and evaluate developer submittals; and
3. KMA would assist the City during negotiations with the selected developer.

The KMA proposal is organized as follows:

1. KMA's relevant qualifications are summarized;
2. The proposed scope of services is described; and
3. The proposed budget and timing for the engagement are provided.

STATEMENT OF QUALIFICATIONS

Description of the Firm

KMA is a full service real estate, financial, redevelopment and economic consulting firm specializing in real estate advisory and evaluation services. KMA is a privately held corporation that was incorporated in 1973. KMA has one of the largest real estate advisory practices on the West Coast. The majority of KMA assignments involve long-standing client relationships.

KMA has 19 professional staff members in offices located in Los Angeles, San Francisco and San Diego. Resumes of the key individuals available for this assignment are shown in Attachment 1. The downtown Los Angeles office provides consulting services to government agencies and private sector clients throughout Southern California.

KMA's services fall within the following general areas:

- Real Estate Evaluation and Transaction Services
- Strategic Planning and Economic Development Services
- Affordable Housing
- Valuation and Litigation Support
- Fiscal Impact Analyses
- Infrastructure and Public Finance Structuring

The increased complexities of real estate transactions demand a strong technical understanding of market opportunities and constraints. KMA can provide services that are grounded in a fundamental understanding of the Southern California real estate market, valuations and investment financing. Unique characteristics possessed by KMA include:

Experience

KMA has 40 years of experience assisting clients throughout the West in real estate market and evaluation services; negotiation services; structuring public/private transactions; and project implementation services.

Cost Effectiveness

KMA is able to be cost effective for our clients given our ability to provide comprehensive services relating to market and financial feasibility, economic analysis, direct implementation experience and public finance without the need for multiple consultants.

Commitment

KMA offers the commitment of principals who are recognized leaders in real estate advisory services throughout California. The philosophy and structure of KMA results in clients having maximum direct contact with the firm's principals.

Relevant Areas of Expertise

KMA provides a full range of real estate advisory services and economic development services to our clients. Descriptions of the firm's services that are pertinent to this engagement follow:

Feasibility Assessment

KMA has undertaken feasibility studies for clients including public agencies at all levels of government, institutional investors, and national shopping center developers. While the purpose of these studies varies considerably, the essence is to identify the basic demand for the use being tested, which is an essential component in the decision making process. KMA has broad experience in commercial, retail and residential market opportunity assessments, and has assisted clients in identifying mid- to long-term development strategies. To this end, KMA has prepared market, financial and implementation studies for downtowns and corridors throughout Ventura, Los Angeles, San Bernardino, Riverside and Orange Counties.

Financial Evaluation

The use of pro forma financial analyses to evaluate the financial feasibility of a wide range of projects is a strength of KMA. These financial feasibility analyses are typically geared toward providing KMA's perspective on the development economics for proposed projects.

Disposition Consulting

KMA services in this area include preparation of developer solicitation documents, proposal review, developer selection, participation in developer or owner negotiations, and analysis of pending agreements. KMA has taken an active role in the negotiation process leading to numerous Ground Leases, Disposition and Development Agreements, and Owner Participation Agreements.

Strategic Plans for Residential, Retail, Commercial and Industrial Uses

KMA's economic development services include identifying optimal mix of retail, commercial and industrial uses. KMA's services have assisted public sector clients in formulating policies that maximize revenue potential.

Fiscal Impact Analysis

As a full service land economics consulting firm specializing in real estate predevelopment and evaluation services, KMA has developed extensive experience in assessing the revenue and cost impacts to be generated by proposed developments or implementation of plans. These analyses evaluate capital costs, and annual ongoing revenue and service cost impacts, as well as the employment and income effects.

PROPOSED SCOPE OF SERVICES

KMA is proposing to undertake the following work scope which is separated into three tasks: Market Research and Hotel Prototype Feasibility, Request for Proposals (RFP) Preparation and Evaluation, and Negotiations Support. The initial phase of the KMA study (Task I) would consider the preliminary feasibility of the project, with subsequent phases (Tasks II and III) identifying, evaluating and negotiating with potential developers.

Task I - Market Research and Hotel Prototype Feasibility

For this analysis, KMA will consider the overall hotel market conditions in the City and the surrounding region. Based on the findings of this research, KMA will then prepare a pro forma analysis evaluating the feasibility of a prototypical hotel project. This analysis will incorporate research already conducted by the City and its consultants, which is summarized below:

- The City has a preliminary design for a 30-unit hotel project located at the intersection of Fifth Street and Linden Avenue, which is in historic Downtown Carpinteria. This design will provide guidance for the market research and prototypical pro forma analysis.
- A market study was prepared for the City will provide background data for the KMA analysis. The study, prepared in 2013, evaluated the market conditions for a hotel project located outside of the Downtown on a bluff over Rincon Beach. This study evaluated the market potential for a 162-room hotel on an approximately 21-acre site.

This information would provide context and direction for the KMA analysis, which would include the following:

- Review market area data from published sources and City supplied information.
- Obtain a Smith Travel Research (STAR) report for similar hotels in the market area.
- Provide a simple order of magnitude estimate for the stabilized ADR and Occupancy level of a prototypical hotel.
- Identify the potential operating parameters for the hotel.
- Estimate the potential development costs for a project at the proposed quality level.
- Evaluate the development feasibility of the prototypical hotel (e.g. stabilized return on cost) and estimate the supportable land value. For valuation purposes, KMA will estimate the revenues to the City assuming a sale and long-term ground lease.
- Project the TOT and sales tax generated by the project.

This analysis would not constitute a full market study for the project. Instead, the market data would be limited to comparable projects in the region. Based on the performance of these properties, KMA would prepare a simple ADR and Occupancy estimate that would be utilized to test project feasibility.

To conduct this analysis, KMA would require the following from the City:

- Detailed project description
- Intended quality level of the property
- Identification of similar hotels in the region, and confirm hotel identified in the existing market analysis
- Proposed project amenities
- Potential branding, if applicable
- Historic TOT patterns for hotels in the City

Based on this research, KMA will prepare a memorandum and accompanying tables, summarizing the key findings of the analysis.

Task II – Request for Proposals Preparation and Evaluation

If the Project demonstrates feasibility, the City may then intend to solicit a developer through a Requested for Qualifications (RFQ) or a Request for Proposals (RFP) process. For the purposes of this proposal, KMA is providing a scope and budget for an RFP process. To this end, KMA proposes the following:

- Request for Proposals - KMA will prepare a RFP for the Site. Working collectively with the City, KMA will prepare an RFP that solicits, at a minimum, the following information from potential developers:
 - Proposed development entity
 - Development experience
 - Key staff member experience
 - Financial capacity
 - Proposed development program
 - Project pro forma
 - City proceeds
 - Project schedule
- Mailing List and Advertising - KMA will prepare a mailing list of developers likely to be interested and qualified to develop the Site.
- Manage RFP Inquiries - KMA will act as the principal point of contact for those with questions concerning the RFP including management of a pre-bid conference (if required).
- Financial Statement Review – KMA will perform a confidential review of the developers' financial statements to ensure their ability to perform.
- Initial Proposal Review - Review proposals and identify deficiencies or areas that require clarification. Prepare list of follow up questions for each developer to augment the proposal submittal. KMA will evaluate the responses to ensure the developers have fully addressed all aspects of the RFP.
- Interviews – KMA will assist the City in preparing for and conducting developer interviews
- Secondary Proposal Review – KMA will review the market data supplied by the developers to ensure its consistency with existing and future conditions. KMA will evaluate the proposed action plan and schedule of performance proposed by

the developers, including their proposed marketing and management plans. Finally, KMA will review the development and operating projections:

- Evaluate project costs
 - Consider whether projected rents supportable in the marketplace
 - Compare returns to market norms
 - Estimate rent to the City
- Summarize RFP Review – KMA will prepare a comparison matrix of the developer proposals with an accompanying memorandum summarizing the key issues and assumptions.

Task III – Negotiations Support

After selection of the developer KMA will assist the City and its legal counsel in the negotiation of the agreements necessary to implement the project. KMA will provide the following services:

- Meetings – KMA will attend meetings with the City's negotiating team on an as-needed basis.
- Negotiating Strategies – KMA will provide input on negotiating strategies to the City team.
- Financial Modeling – KMA will prepare financial models illustrating the ramifications of proposed agreement terms. As part of this effort, KMA will prepare multiple scenarios, demonstrating the impact of alternative market conditions and/or deal points.
- Agreement Preparation – KMA will work with the City's negotiating team to prepare and review the proposed agreement, and provide appropriate language in support of the agreement.
- Council/Public Meetings – KMA will be available to provide briefings or public presentations, summarizing the key financial assumptions.

PROJECT BUDGET AND SCHEDULE

The analysis would be prepared on a time-and-expense basis in accordance with the rate schedule below. Given our understanding of the situation, KMA believes that the scope of services outlined in Tasks I and II would fully address the City's request.

However, the scope of services outlined in Task II would only be pursued if the hotel demonstrates a reasonable level of feasibility (as identified by the City). To provide some guidance, it is KMA's preliminary estimate that the professional fee budget to conduct the services outlined in Tasks I and II in full is \$40,000. If the City decides to only pursue some of the services identified in Task II or takes on some of the work itself, then the budget can be adjusted accordingly. KMA's allocation of the budget is shown below.

	<u>Budget</u>
Task I – Market Research and Hotel Prototype Feasibility	\$15,000
Task II – RFP Preparation and Evaluation	\$25,000
Task III – Negotiations Support	Time and Materials

For the purposes of these budget estimates, KMA anticipates attending the following number of meetings.

	<u>Meetings</u>
Task I – Market Research and Hotel Prototype Feasibility	2
Task II – Proposal Review	4
Task IV – Negotiations Support	TBD

Any additional meetings will be billed on a time-and-expenses basis in accordance with the KMA rate schedule detailed below.

Keyser Marston Associates, Inc.	
Hourly Rates	
A. Jerry Keyser*	\$280.00
Managing Principals*	\$280.00
Senior Principals*	\$270.00
Principals*	\$250.00
Managers*	\$225.00
Senior Associates	\$187.50
Associates	\$167.50
Senior Analysts	\$150.00
Analysts	\$130.00

The City will be billed monthly during the analysis. KMA believes the Task I analysis can be completed within five weeks of receiving authorization to proceed and any data/information requested from the City. After receiving authorization to proceed on Task II, KMA believes this Task can be completed within a 12-week timeframe.

We hope the above meets your needs, and are available to discuss the above at your convenience.

Sincerely,

KEYSER MARSTON ASSOCIATES, INC.

A handwritten signature in cursive script, appearing to read "James Rabe".

James Rabe

A handwritten signature in cursive script, appearing to read "Kevin Engstrom".

Kevin Engstrom

Attachments

ATTACHMENT 1

KEVIN ENGSTROM

Kevin Engstrom is a Senior Principal in the Los Angeles office of Keyser Marston. For nearly 20 years he has provided public and private clients with real estate and financial expertise.

**KEY ROLE**

Mr. Engstrom has provided public and private clients with real estate and financial expertise, including: market and financial feasibility studies, fiscal impact analyses, economic revitalization consulting, financial modeling, developer selection and disposition consulting.

SPECIFIC AREAS OF EXPERTISE**Market and Feasibility Studies**

During his tenure at Keyser Marston, Mr. Engstrom has conducted a number of market and feasibility studies for cities throughout California. For these analyses Mr. Engstrom assessed current market conditions; projected future demand for residential, retail, office, industrial and hotel development; tested the financial feasibility of prototypical projects; prepared fiscal impact projections; and created implementation strategies. Projects have included general plan updates, specific plans, master plans, corridor studies, economic development strategies and highest and best use analyses. These studies have occurred throughout Orange, Los Angeles, Riverside, San Bernardino, Ventura and Fresno counties.

Disposition Consulting

In addition, Mr. Engstrom has consulted in all areas of the disposition process for surplus properties for public agencies. His experience includes project planning, preparing and evaluating Requests for Proposals and Qualifications, developer selection, negotiation support and financial feasibility analyses for cities throughout the State, including Los Angeles, Anaheim, Brea, Glendale, Long Beach, Poway, Pasadena, Redondo Beach, Rancho Mirage, San Juan Capistrano and Monterey Park.

Market and Financial Services for Hotel Projects

Mr. Engstrom has provided consulting services for over 75 hotel projects throughout California, including the Olympic North Hotels, Beverly Hills Montage, Huntington Beach Grand Hyatt, Anaheim Doubletree and the Glendale Embassy Suites. The analyses include, market assessments, financial feasibility analyses, public revenue projections, reviewing EB-5 financing strategies and developing financial assistance programs.

Professional Credentials

For over five years, Mr. Engstrom instructed the Basic Pro and Advanced Pro Forma Class at the CRA's Redevelopment Institute in Southern California. In addition, he has taught a Real Estate Finance and Development Pro Forma class at the American Planning Association – California Chapter Annual Conference. Mr. Engstrom has also served as an instructor at California State University Fullerton in the Geography department.

Mr. Engstrom earned his master of arts from the University of Arizona and his bachelor of arts from Villanova University.

James A. Rabe

Mr. Rabe is a Senior Principal in Keyser Marston's Los Angeles office. For more than 30 years he has provided public and private clients with real estate and financial expertise.

**Key Role**

Mr. Rabe assists clients in public/private real estate and economic development activities from Keyser Marston's Los Angeles office. He provides public and private sector clients with services in the following areas: public finance, specific plan feasibility, fiscal impact, financial modeling, developer selection, asset management, ground leasing and deal structuring and transaction negotiation.

Public/Private Development Specialist

Recognized as an expert in real estate advisory services, Mr. Rabe specializes in public/private transactions. Examples include the Harmony planned development, Gardenwalk, Grand Avenue project, the revitalization of downtown Anaheim and numerous transit-oriented joint development projects. He has assisted public and private clients in the analysis and implementation of residential, commercial, industrial, office, hotel, and mixed-use projects, and master plan developments in California, Arizona and Nevada.

Additional Areas of Specialization

Mr. Rabe has consulted in all areas of the disposition process for redevelopment projects and surplus properties for public agencies, including project planning, Requests for Proposals and Qualifications, and developer selection. He has worked with planning consultants to develop feasible specific plans. He has also served as financial advisor, special tax consultant and developer's advisor for bond issues in California.

Professional Credentials

Mr. Rabe is a member of the Counselors of Real Estate (CRE). He is a past board member of the California Association for Local Economic Development (CALED), a member of the California Redevelopment Association, the Urban Land Institute (ULI) and the Downtown Los Angeles Breakfast Club. He served as President of the Verdugo Hills Boy Scout Council and as a Resource Professional and Professional Advisory Panel member for ULI, CRE, CALED and the California Redevelopment Association. Mr. Rabe is a lecturer at the University of Southern California, School of Planning and Policy Development. Mr. Rabe has also served as a guest lecturer at the University of California, Los Angeles School of Architecture and Urban Planning. Mr. Rabe earned his master of arts in economics from the University of Southern California, and his bachelor of arts in economics from the University of California, San Diego.

Tim Bretz

Mr. Bretz is a Senior Associate in the Los Angeles office of Keyser Marston. Since joining the firm in 2008, Mr. Bretz has provided public, private and non-profit clients with real estate economic analysis for a wide variety of land uses.

KEY ROLE

Mr. Bretz has analyzed real estate transactions and conducted many economic studies for a number of clients. These analyses include the structuring of market-rate and affordable housing transactions, the selection of private development teams for publicly-funded real estate projects, fiscal and economic impact analyses, project feasibility analysis, and residential and non-residential affordable housing nexus studies.

During his tenure in the Keyser Marston Los Angeles office, Mr. Bretz has assisted more than 50 public, private, and non-profit clients. Public sector clients Mr. Bretz has assisted include Anaheim, Culver City, Huntington Beach, Long Beach, Los Angeles, San Bernardino County, San Diego, Santa Ana, Santa Cruz, Santa Monica and West Hollywood.



SPECIFIC AREAS OF EXPERTISE

Affordable Housing Transactions

Mr. Bretz has assisted in the analysis of residential and mixed-use projects with affordability components. This analysis includes the evaluation of project feasibility, as well as negotiations with the development team and client. He has experience working with Federal Low Income Housing Tax Credits, HOME funds, Multi-Family Housing Program funds, Mental Health Services Act funds, and Affordable Housing Program funds offered by the Federal Home Loan Bank.

Developer Selection

Mr. Bretz has assisted a number of clients in the selection of development teams for publicly-managed real estate transactions. This experience includes creating request for proposals / request for qualifications, evaluating developer responses to the RFP/RFQ, interviewing development teams, and analyzing financial information provided by development teams.

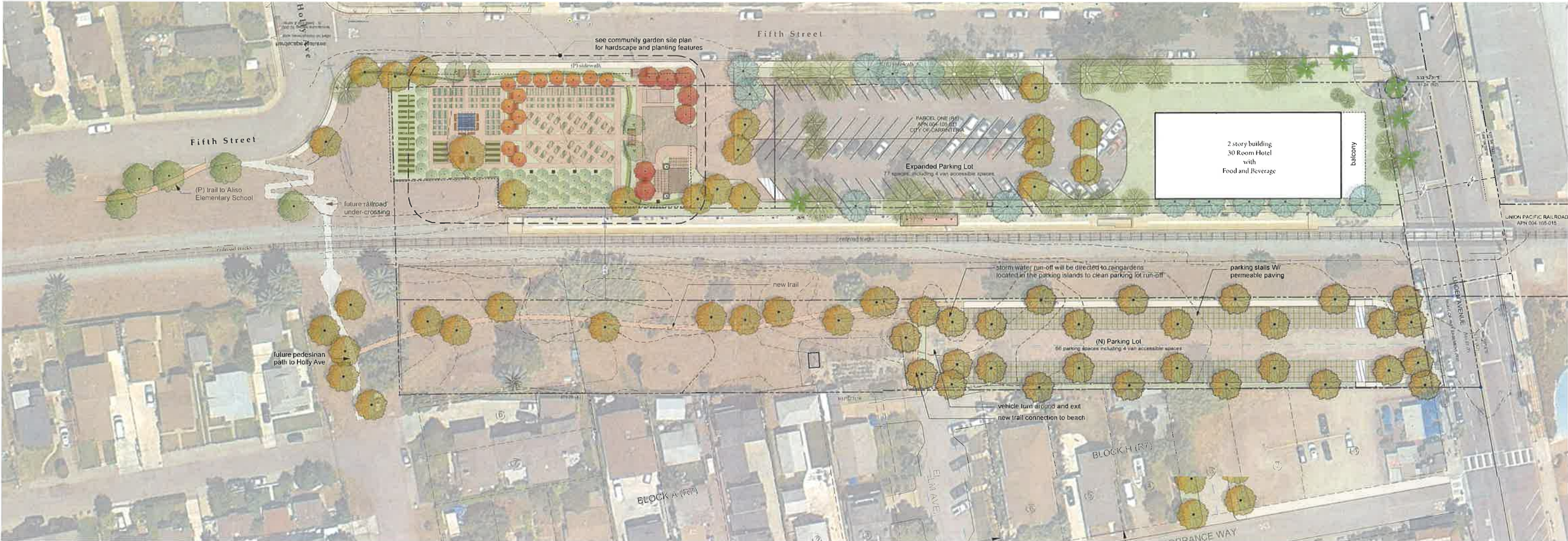
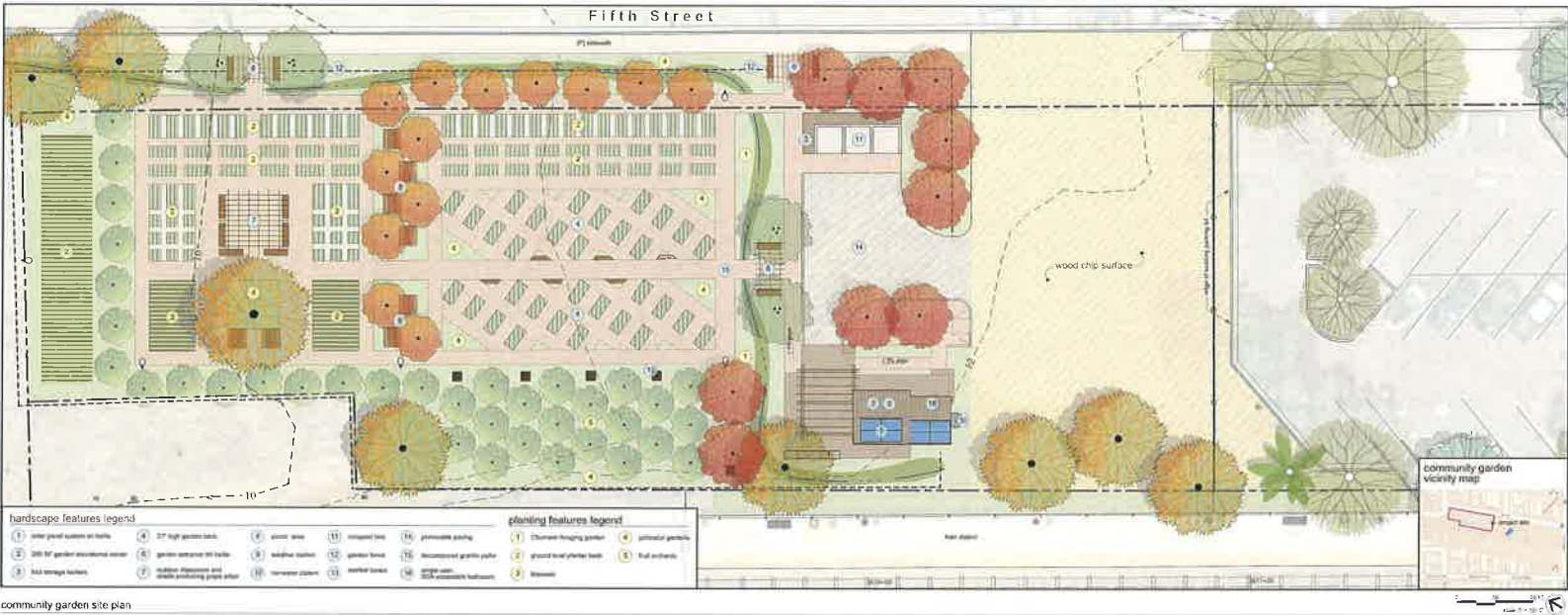
Fiscal and Economic Studies

Mr. Bretz has assisted in numerous fiscal and economic studies for jurisdictions throughout California. For these analyses, Mr. Bretz researched current market conditions and demographic characteristics, as well as projected future demand for different land uses. A number of these analyses include estimates of both fiscal and economic impacts. Mr. Bretz has also assisted in both residential and non-residential affordable housing nexus analyses.

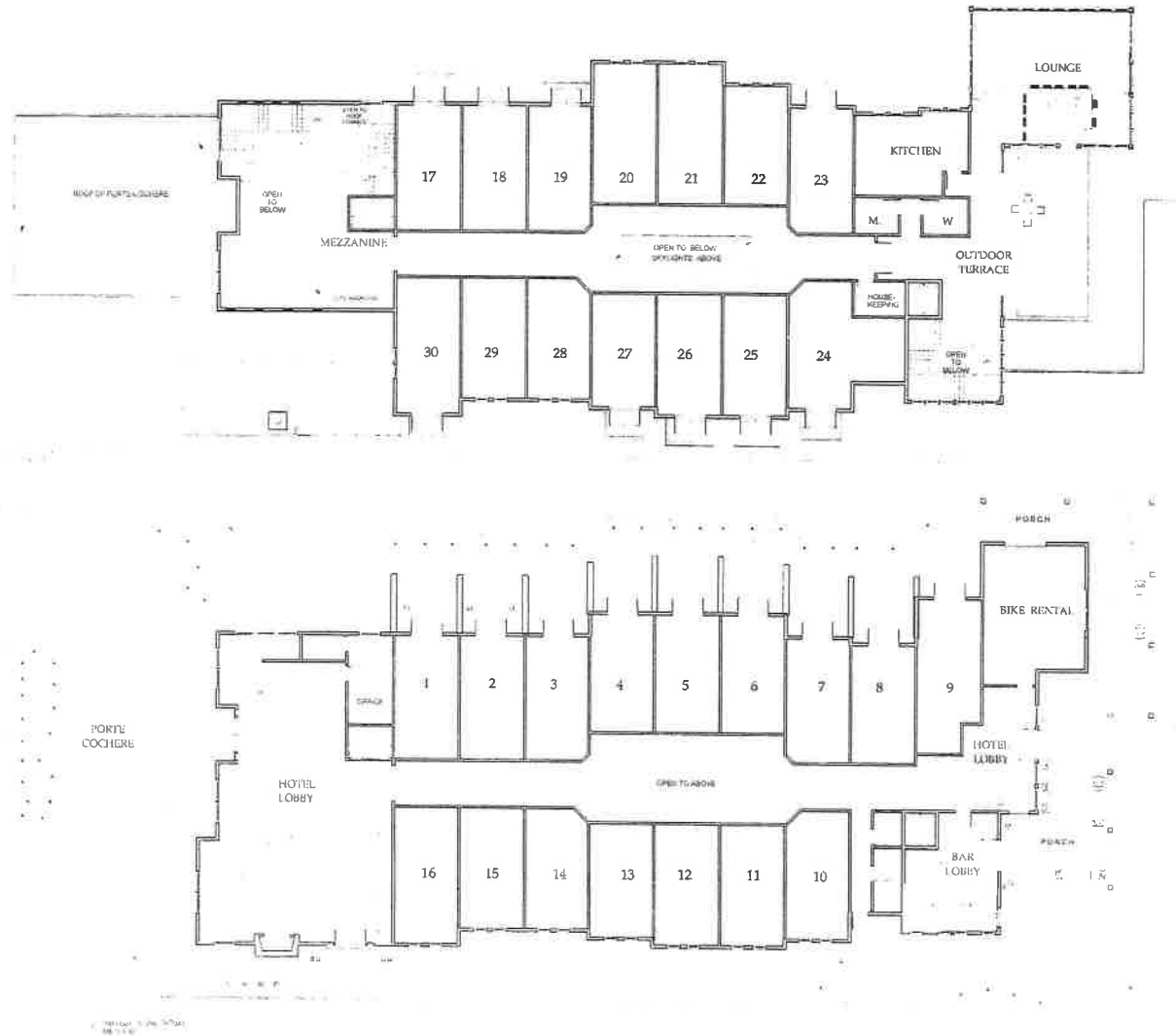
PROFESSIONAL CREDENTIALS

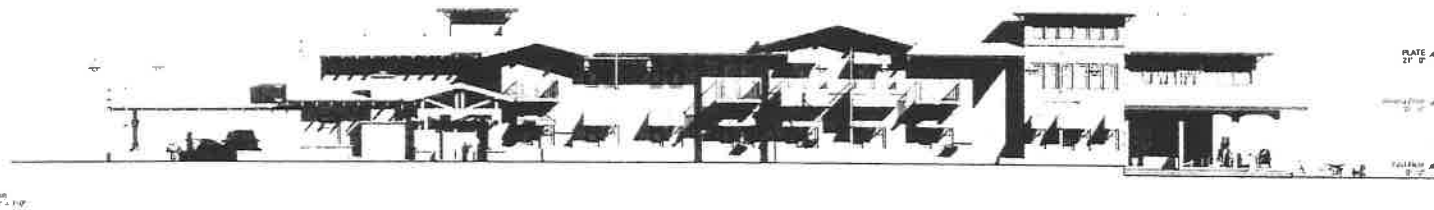
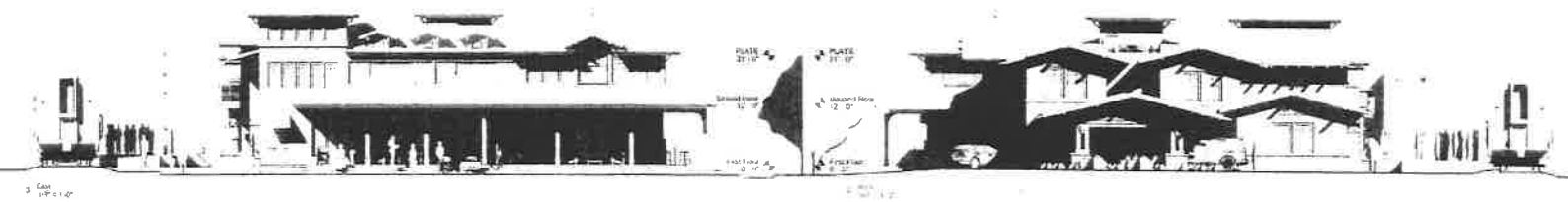
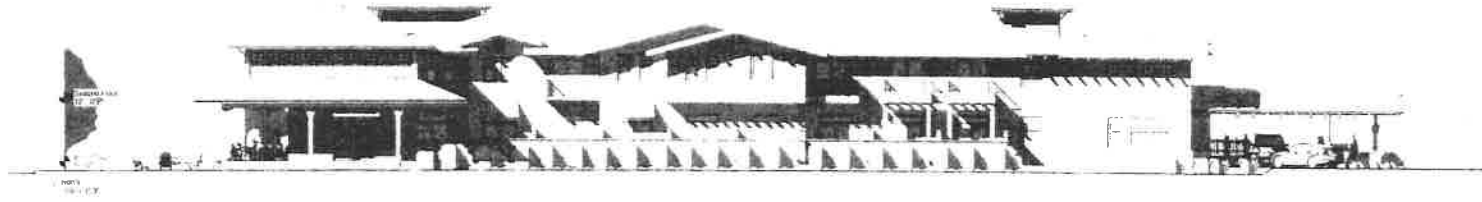
Mr. Bretz holds a Master of Urban Planning degree from the University of Southern California and a Bachelor of Science degree in Biology from the University of California at San Diego. He is a member of the Urban Land Institute and the American Planning Association.

Carpinteria Property Master Plan



1 Overall Site Plan







City of Carpinteria

COUNCIL AGENDA STAFF REPORT March 14, 2016

ITEM FOR COUNCIL CONSIDERATION

2016 South County Energy Efficiency Partnership Agreement Extension

STAFF RECOMMENDATION

Action Item X ; Non-Action Item

That the City Council authorize the City Manager to sign the South County Energy Efficiency Partnership Agreement Extension.

Motion: I move to authorize the City Manager to sign the South County Energy Efficiency Partnership Agreement Extension.

BACKGROUND

The City of Carpinteria is a Partner in the South County Energy Efficiency Partnership Program (SCEEP), along with the City of Goleta, City of Santa Barbara, County of Santa Barbara, Southern California Edison Company (SCE) and Southern California Gas. SCEEP is part of the local government partnership program created at the direction of the Public Utilities Commission to assist local governments implementing energy efficient measures in their facilities through strategic planning and upgrades using incentives. Additionally, the local government partnership program offers training support and encourages community awareness and participation in demand side management programs.

The purpose of SCEEP is to assist the State of California in meeting its long term Energy Efficiency Strategic Plan goals by making energy efficiency programs available to the public in the region. SCEEP focuses on funding energy efficiency policy and code research and adoption by local governments, retrofitting municipal facilities, and promoting energy efficiency programs that benefit private residential and non-residential customers. As stated in the agreement the "...Partnership Program is designed to assist local governments with effectively leading their communities to increase energy

efficiency, reduce greenhouse gas emissions, increase renewable energy usage, protect air quality and ensure that their communities are more livable and sustainable.”

DISCUSSION

The City has participated in SCEEP for nine years through an existing agreement dated January 1, 2006. The original agreement expired in 2009 and was succeeded by an agreement in 2010, which has been extended through two previous amendments. This proposed third amendment will again extend the 2010 agreement by one year.

The partnership will continue to function in the same manner as it has historically. The various partnership entities (municipalities, Southern California Edison, and Southern California Gas) will meet monthly and discuss various program activities for our region, projects related to individual municipalities, and address miscellaneous energy partnership issues. The intent is that the municipalities will use their leadership and knowledge of their individual communities to promote and create programs to serve their constituents. Southern California Edison and Southern California Gas administer the program. The City's representative to SCEEP is Erin Maker, Public Works Environmental Coordinator.

In 2010, Council approved the terms of the 2010-2012 Partnership Agreement. The California Public Utilities Commission (CPUC) approved a 'bridge' extension of the terms of that agreement for the 2013-2014 program cycle, which was approved by Council February 25, 2013, and a second amendment was approved on February 9, 2015. A third amendment to the original agreement has been approved by the CPUC for continuation of the program through 2016. The proposed Program extension would include similar outreach and incentive efforts. Also, through the Program, energy efficiency projects are defined along with specific energy saving goals; these goals are derived from projects to be completed in municipal facilities to encourage government to lead by example. Some of the Partnership activities that occurred during the 2015 program cycle were:

- Training - SCEEP has sponsored several California Building Energy Code Title 24 trainings made available to municipal staff and contractors. In 2015, SCEEP also sponsored an American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE) training for commercial building audits. As part of the annual budget, SCEEP provides various trainings every year. In the coming year, trainings that may be made available include Title 24 and energy audits.
- Refrigerator Exchange Program - each year, SCEEP sponsors a refrigerator exchange program that offers residents \$30 and free pick-up of their old, inefficient working refrigerators.
- Sponsorship for two City staff members to attend the 2015 Sustainability Summit.

Staff recommends authorizing the City Manager to sign the attached Partnership Agreement Extension. Participating in SCEEP offers the City and residents education and funding opportunities for energy efficiency and long term planning, which allow the City to help meet statewide goals related to greenhouse gas reduction, sustainability and energy efficiency.

POLICY CONSISTENCY

This item is consistent with the City's policies to promote energy efficiency and develop long term sustainability goals and the City's General Plan Objective CD-14 to protect and preserve natural resources by reducing energy consumption.

FINANCIAL CONSIDERATIONS

Participation in the South County Energy Efficiency Partnership does not require a financial contribution by the City. Any financial impact to the City is incidental staff time in participating in SCEEP meetings and budgeted for in the annual budget. Local government partnerships are ratepayer funded through Southern California Gas and Southern California Edison. The estimated 2016 budget for SCEEP is \$38,155.

LEGAL

The City Attorney has reviewed the 2006 and 2010 agreements.

OPTIONS

The City could choose to no longer participate in the South County Energy Efficiency Partnership.

PRINCIPAL PARTIES EXPECTED AT MEETING

No additional parties are expected to attend.

ATTACHMENTS

Attachment A: Third Amendment to the Agreement to Jointly Deliver the 2010-2012 South County Energy Efficiency Partnership

Staff contact: Erin Maker, Environmental Coordinator
(805) 880-3415 erinm@ci.carpinteria.ca.us



Signature

Reviewed by: Charlie Ebeling, Public Works Director



Signature

Reviewed by: Dave Durflinger, City Manager



Signature

ATTACHMENT A

Third Amendment to the Agreement to Jointly Deliver the
2010-2012 South County Energy Efficiency Partnership

THIRD AMENDMENT

THIS THIRD AMENDMENT ("THIRD AMENDMENT") TO THE AGREEMENT TO JOINTLY DELIVER THE 2010-2012 SOUTH COUNTY SANTA BARBARA ENERGY EFFICIENCY PARTNERSHIP PROGRAM dated January 1, 2010 (as amended, the "Agreement") is effective as of January 1, 2016 (the "Third Amendment Effective Date") by and among SOUTHERN CALIFORNIA EDISON COMPANY ("SCE"), SOUTHERN CALIFORNIA GAS COMPANY (SOCALGAS®), THE CITY OF CARPINTERIA, THE CITY OF GOLETA, THE CITY OF SANTA BARBARA AND THE COUNTY OF SANTA BARBARA. Terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement. SCE and SCG may be referred to individually herein as the "Utilities". The Utilities and program participants may be referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, the Parties previously executed the Agreement effective January 1, 2010 and subsequently amended the Agreement twice to extend its term through December 31, 2015 in accordance with the applicable decisions of the California Public Utilities Commission ("Commission");

WHEREAS, on October 24, 2014, the Commission issued its Decision 14-10-046 approving the continuation of the Energy Efficiency Partnership Programs, consistent with the terms and conditions set forth in the Agreement, except as otherwise provided in this Third Amendment; and

WHEREAS, the Parties desire to further amend the Agreement as necessary to provide an authorized budget for the 2016 Program and to update the Agreement as required to reflect the extended 2016 Program cycle.

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

1. To the extent applicable, any reference in the Agreement, as amended, to the "2010-2012 Program" shall also hereby include the 2016 Program.
2. Section 11 of the Agreement is hereby deleted in its entirety and replaced with the following:

11. END DATE FOR PROGRAM AND ADMINISTRATIVE ACTIVITIES

Unless this Agreement is terminated pursuant to Section 25 below, or unless otherwise agreed to by the Parties or so ordered by the Commission, the Parties shall complete all Program Administrative activities (as defined in the PIP) and all reporting requirements by no later than March 31, 2017, and all Direct Implementation and Marketing & Outreach activities by no later than December 31, 2016.

3. Section 12 of the Agreement is hereby deleted in its entirety and replaced with the following:

12. FINAL INVOICES

The South County Energy Efficiency Partnership Program participants must submit final invoices to the Utilities no later than March 31, 2017.

4. Section 25.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

25.1 Term. This Agreement shall be effective as of the Effective Date. Subject to Section 37, the Agreement shall continue in effect until June 30, 2017 unless otherwise terminated in accordance with this Agreement, as amended.

5. Exhibit B-1 (ENERGY LEADER PARTNERSHIP PROGRAM 2015 GOALS & PARTNER BUDGET) and Exhibit B-2 (Southern California Gas Company 2015 Goals & SCEEP Partnership Budget) of the Agreement are hereby deleted in their entirety and replaced with the version of Exhibit B-1 (ENERGY LEADER PARTNERSHIP PROGRAM 2016 GOALS & PARTNER BUDGET) and Exhibit B-2 (Southern California Gas Company 2016 Goals & South County Energy Efficiency Partnership Program Budget) attached to this Third Amendment, which attached versions are incorporated herein by reference and made a part of the Agreement.

6. Section 26 of the Agreement is hereby deleted in its entirety and replaced with the following:

26. WRITTEN NOTICES

Any written notice, demand or request required or authorized in connection with this Agreement, shall be deemed properly given if delivered in person or sent by facsimile, nationally recognized overnight courier, or first class mail, postage prepaid, to the address specified below, or to another address specified in writing by a Party as follows:

CITY OF CARPINTERIA
Erin Maker
Environmental Coordinator
5775 Carpinteria Street
City of Carpinteria, CA 91770

SCE:
Southern California Edison Company
Pascal Okpo, Program Manager
1515 Walnut Grove Avenue
Rosemead, CA 91770

CITY OF GOLETA
Cindy Moore
Senior Planner
130 Cremona Dr. Ste. B
Goleta, CA 93117

SCG:
Southern California GAS Company
Alma Briseno, Sr, Program Manager
555 W. Fifth Street GT20B4
Los Angeles, CA 90013

CITY OF Santa Barbara
James Dewey
Facilities & Energy Manager
P.O. Box 1990
Santa Barbara, CA 93102

COUNTY OF SANTA BARBARA:
Roy Hapeman
Energy Manager
1105 Santa Barbara Street
Santa Barbara, CA 93101

Notices shall be deemed received (a) if personally or hand-delivered, upon the date of delivery to the address of the person to receive such notice if delivered before 5:00 p.m. PST (or PDT, as applicable), or otherwise on the Business Day following personal delivery; (b) if mailed, three (3) Business Days after the date the notice is postmarked; (c) if by facsimile, upon electronic confirmation of transmission, followed by telephone notification of transmission by the noticing Party; or (d) if by overnight courier, on the Business Day following delivery to the overnight courier within the time limits set by that courier for next-day delivery.

7. This Third Amendment may be executed in one or more counterparts and delivered by electronic means, each of which shall be deemed to be an original, but all of which together shall be deemed to be one and the same instrument.
8. General. From and after the Third Amendment Effective Date, any reference to the Agreement contained in any notice, request, certificate or other instrument, document or agreement shall be deemed to mean the Agreement, as amended by any prior amendments to the Agreement, and this Third Amendment. In the event of any conflict between the Agreement, as amended, and this Third Amendment, this Third Amendment shall prevail. All remaining provisions of the Agreement shall remain unchanged and in full force and effect. Each party is fully responsible for ensuring that the person signing this Third Amendment on that party's behalf has the requisite legal authority to do so.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Third Amendment to be executed by their duly authorized representatives as of the Third Amendment Effective Date.

Program Participants:

CITY OF CARPINTERIA

By: _____

Name Printed: Dave Durflinger

Title: City Manager

Date: _____

SCE:

SOUTHERN CALIFORNIA EDISON COMPANY

By: _____

Name Printed: Marc Ulrich

Title: Vice President, Customer Programs and Services

Date: _____

SOCALGAS:

SOUTHERN CALIFORNIA GAS COMPANY

By: _____

Name Printed: Daniel Rendler

Title: Director, Customer Programs and Assistance

Date: _____

EXHIBIT B-1

**ENERGY LEADER PARTNERSHIP PROGRAM 2016 GOALS & PARTNER BUDGET FOR
South County Energy Efficiency Partnership Program**

2013-2016 Program Year Budget Funding and Goals

Partner Budget ⁽¹⁾				
Budget Category	2013	2014	2015	2016
Administrative	\$ 36,000	\$ 36,000	\$ 36,000	\$ 10,000
Marketing & Outreach	\$ 54,000	\$ 54,000	\$ 54,000	\$ 30,000
Direct Implementation (non-incentives)	\$ 27,000	\$ 27,000	\$ 27,000	\$ 25,000
Total	\$ 117,000	\$ 117,000	\$ 117,000	\$ 65,000

In addition to the 2016 Partner Budget shown above, SCE will provide project incentives, technical assistance and strategic plan activities support to achieve program goals up to the funding levels shown below in the 2013-2016 SCE Funding table.

SCE Funding				
Budget Category	2013	2014	2015	2016
Incentive	\$ 35,329	\$ 35,329	\$ 50,849	\$ 55,000
Technical Assistance	\$ 36,000	\$ 36,000	\$ 36,000	\$ 20,000
Strategic Plan ⁽²⁾	\$ 0	\$ 0	\$ 0	TBD

Energy Savings Goal				
	2013	2014	2015	2016
Energy Savings (kWh)	714,869	714,867	600,000	539,767
Demand Reduction (kW)	190	190	92	15

Footnotes:

(1) "Partner Budget" is utilized by all participating partners within the Partnership.

(2) Strategic Plan funding will be determined in 2016 and communicated to Partners.

EXHIBIT B-2

**SOUTHERN CALIFORNIA GAS COMPANY and
So. SANTA BARBARA COUNTY ENERGY EFFICIENCY PARTNERSHIP
2013-2016 GOALS & PROGRAM BUDGET**

Natural Gas Savings Target:

	2013	2014	2015	2016	4 Year Total
SCG	14,000 Therms	14,000 Therms	14,000 Therms	14,000 Therms	56,000 Therms

Other non-resource goals are contained in the SCG PIP.

2013-16 South Santa Barbara County EE Partnership (SCEEP) Budget

2013-2016 SCEEP Total Non-Incentive Program Budget		\$268,524
2013-2016 Total SCG available incentive funds from SCG Core Programs ⁽¹⁾		
SCG Authorized Budget		
SCG Administrative Other	\$122,985	
SCG Administrative Overhead	\$12,579	
Total Utility Authorized Budget	\$135,564	
Partners Authorized Budget**		\$132,960**
2013-2016 Total Non-incentive Program Budget		\$268,524

Projected Allocations for Partners Authorized Budget \$132,960

	2013	2014	2015	2016
Administration	\$5,000	\$5,000	\$3,000	\$3,000
Marketing & Outreach	\$5,500	\$5,500	\$8,465	\$8,465
Direct Implementation	\$16,325	\$16,325	\$13,690	\$13,690
• Technical Assistance*			\$8,000*	\$8,000*
• Strategic Planning*	\$1,500*	\$1,500*	\$5,000*	\$5,000*
TOTAL	\$28,325	\$28,325	\$38,155	\$38,155

(1) Incentive is a part of SCG Core Program's Incentive Budget. The incentive level is \$1.00 per therm savings or 80% of project costs, for calculated measures. Incentives for deemed measures are in accordance with the incentive levels for the applicable SCG Core Programs.

*Technical Assistance and Strategic Plan are part of the total DI budget. TA and SP are allocated individually to calculate joint Utility co-funding multipliers needed for accurately invoicing the Utilities.

**Unspent funding from 2013-2015 may be used with the 2016 approved budget.



City of Carpinteria

COUNCIL AGENDA STAFF REPORT March 14, 2016

ITEM FOR COUNCIL CONSIDERATION

Correction of the minutes of the Regular City Council meeting of February 8, 2016

STAFF RECOMMENDATION

Action Item X; Non-Action Item ____

Consider approval of the corrected minutes of the Regular City Council meeting of February 8, 2016.

Motion: I move to approve the corrected minutes of the Regular City Council meeting of February 8, 2016.

BACKGROUND/DISCUSSION

City Council held a regular meeting on February 8, 2016. Minutes were prepared, presented and approved by the City Council on February 22, 2016. After the minutes were approved, an apparent error was identified. The error involves the Council's ongoing deliberations on the short-term Vacation Rental regulations and, as such, staff felt it appropriate for the minutes to be corrected and clarified.

At the February 8 meeting, the City Council held a public hearing on a proposed Ordinance initiating change to the Zoning Code relative to Short-term Rentals. After the hearing was conducted and deliberations held, the Council was not able to support staff's recommendation or come to consensus on any alternative and directed the matter be returned to the Planning Commission for further review. The Council indicated that the Planning Commission's review take into consideration the Council's deliberations and the most likely areas for finding common ground among the participating Councilmembers.

The minute taker incorrectly recorded the City Council's deliberations by stating "It was the consensus of the City Council to have Sandy Land stand alone from Subarea 1,

eliminate areas 2, 3, 4 by a two-year amortization period, and have staff take these options back to the Planning Commission for deliberation.”

Staff believes that a more accurate statement of the outcome of the Council's deliberation is as follows: “Mr. Durflinger summarized Council's discussion and direction by stating that it was clear that the Ordinance would not be approved tonight but that he had understood that there was some common ground among the Councilmembers potentially reached on subarea 1. Also, that other topics of the Council deliberation, such as the elimination of areas 2, 3 and 4 from the District, would be considered along with various amortization options for existing licensed units outside the District. It was the consensus of the City Council to direct the City Manager to return to the Planning Commission with a Staff Report presenting the ideas discussed during deliberations as summarized.”

A transcript of that portion of the City Council discussion is attached along with the corrected (redlined) City Council minutes.

POLICY CONSISTENCY

Maintaining accurate official records of the City Council meetings.

FINANCIAL CONSIDERATIONS

None.

LEGAL

The city clerk shall keep an accurate record of the proceeding of the legislative body.
(GC Section 40801)

OPTIONS

Approve the minutes as presented or approve with modifications.

ATTACHMENTS

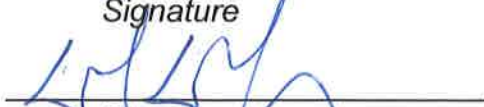
Attachment A	Corrected City Council Meeting Minutes of February 8, 2016
Attachment B	Transcript of City Council Meeting of February 8, 2016

Staff contact: Fidela Garcia, City Clerk
(805) 755-4403; fidelag@ci.Carpinteria.ca.us

Reviewed by: Dave Durflinger, City Manager



Signature



Signature

ATTACHMENT A

**City of Carpinteria
City Council Minutes
Regular Meeting
Council Chambers
Monday, February 8, 2016**

CALL TO ORDER

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

ROLL CALL

Councilmembers present:

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

Staff members present:

Dave Durflinger, City Manager
Peter Brown on behalf of Brownstein Hyatt Farber Schreck, LLP, acting as City Attorney of the City of Carpinteria
Jena Acos on behalf of Brownstein Hyatt Farber Schreck, LLP, acting as City Attorney of the City of Carpinteria
Fidela Garcia, City Clerk
Steve Goggia, Acting Community Development Director
Shanna Farley-Judkins, Assistant Planner
Matt Roberts, Parks and Recreation Director

PLEDGE OF ALLEGIANCE

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

INTRODUCTIONS, PROCLAMATIONS AND PRESENTATIONS:

1. Presentation to Chip Messmore on Recognition of Service.

Mayor Carty noted that Chip Messmore was unable to attend the City Council meeting; therefore, the presentation would be given at a future date.

PUBLIC INFORMATION REPORTS AND ANNOUNCEMENTS: None.

CITY MANAGER'S REPORT

- Second and fourth Saturday of each month is antifreeze, battery, oil, and paint (ABOP) collection days at City Hall. The next collection event will be held on February 13 from 10:00 a.m. to 2:00 p.m. Residents are encouraged to drop off materials that are inappropriate for the waste stream. Household electronics may also be dropped off.
- City Hall will be closed on Monday, February 15, in observance of the Presidents' Day Holiday.
- The City's annual mid-year budget review is scheduled for the February 22 City Council Meeting. Residents are encouraged to participate.

Mayor Carty stated that he would be adjourning the meeting in honor and in memory of Bill Connell, the Hot Dog Man.

PRESENTATIONS BY CITIZENS / PUBLIC COMMENT

Rick Morse stated that he had sent an email to the City a few weeks ago with before and after photographs depicting facial burns and Chicken Pox with the marijuana topical solution, and he also submitted a PowerPoint and a draft prototype ordinance for the City Council's consideration. He noted that Rob Schultz from the City of Morro Bay assisted him with this draft ordinance, and the City of Fresno was planning on adopting the ordinance. He stated that he met with staff members, the Planning Commission, and the City of Santa Barbara, and he received a copy of their application process and City ordinance, which he believes to be complicated. He suggested it would be a good ordinance with a few minor revisions. He noted that the City of Santa Barbara is banning growing marijuana in the city limits and requires the growing to be in the Counties of Santa Barbara, Ventura, or San Luis Obispo. He suggested the City Council explore the ordinances that have worked throughout the State.

Jason Rodriguez, representing The Food Liaison, thanked the City and the Carpinteria Valley Chamber of Commerce for selecting The Food Liaison as Small Business of the Year. He stated that in appreciation The Food Liaison would be hosting a special mixer on February 24 from 5:00 p.m. to 7:00 p.m. at 1029 Casitas Pass Road next to their current space where they will be featuring many local artists, music, floral arrangements, and food. He spoke about 2 ½-year old Forrest Holt, who is suffering from end stage renal disease and who is facing a kidney transplant as well as several major surgeries. He stated that The Food Liaison hosted a fundraiser for him by donating all of the profit from their lunch counter plus tips, and matched the tips to give to Forrest. He noted that their total net sales from February 5 were \$2,089.12 and tips were \$1,581.26, which was matched by him and his wife, for a total of \$5,251.64. He stated that he and his wife hold a special connection to Forrest because they had a son who lived only three days and who also suffered from similar kidney failure. He thanked the community for their support in the fundraiser.

W. Scott Burns presented a photo of the Tournament of Roses Parade float to the City Council from Donate Life that handles organ donations and kidney transplants. He stated that he received a kidney transplant on Memorial Day last year. He thanked Councilmember Nomura for making this presentation at the Tournament of Roses Parade, and he thanked the City Council for issuing a proclamation recognizing the month of April as Donate Life Month. He invited the City Council to participate in a Run Walk in Fullerton in April.

Joyce Donaldson, representing the Carpinteria Valley Chamber of Commerce, acknowledged Vice Mayor Shaw for speaking at the Legislative Breakfast on February 5. She noted that Senator Hannah-Beth Jackson and Greg Hart from Caltrans also spoke at this event. She invited everyone to the following events: ribbon cutting event and celebration of the Chinese New Year on February 9 at 5:00 p.m. at the Hara Healing Center; Surfs Up, Get on Board Chamber Bagel and Brew Crew at Rabobank on February 11; and Mega Mixer at Shepard's Plaza on February 24. She stated that beginning in March LinkedIn will be one of their new members and they will be presenting a series of Pop Your Profile seminars at the Chamber office on March 4.

AGENDA MODIFICATIONS: None

CONSENT CALENDAR

Motion by Councilmember Stein, seconded by Vice Mayor Shaw, to approve the Consent Calendar as presented and resolutions as read by title only.

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

2. Minutes of the regular meeting held January 25, 2016.
3. Expenditures for the period beginning January 20, 2016 and ending January 29, 2016.
4. Resolution No. 5637, authorizing the application for grant funds from the California State Parks Division of Boating and Waterways Beach Restoration and Erosion Control Program for a Shoreline Protection Feasibility Study.
5. Approval of Revisions to the Freeway Maintenance Agreement with the California Department of Transportation associated with Linden Avenue/Casitas Pass Road Interchangers Project.

ADMINISTRATIVE MATTERS: None

PUBLIC HEARINGS:

6. Introduction (first reading) Of Ordinance No. 708 amending provisions of the City's Local Coastal Program and Zoning Code regarding Short-term Rentals (Home Stays and Vacation Rentals) and amending the City's Zoning Map to establish a Vacation Rental Overlay District. Changes to the Zoning Code include: the addition of Chapter 14.47 titled, "Vacation Rental Overlay District" and Chapter 14.52 titled, "Home Stays"; the amendment of Section 14.04.060 Overlay Districts, adding new overlay districts; the amendment of Chapter 14.08 Definitions, adding terms related to the Short-Term Rental provisions; and the amendment of Chapter 14.12 R-1 Single-Family Residential District, Chapter 14.14 PRD Planned Residential Development District, and Chapter 14.16 PUD Planned Unit Development District, adding new use types, as read by title only.

Recommendation: City Council approve Resolution No. 5644, as read by title only, certifying that Ordinance No. 708 is intended to carry out the policies of the City's Coastal Land Use Plan consistent with the California Coastal Act and direct the proposed amendments and additions to the Zoning Code, as part of Ordinance No. 708, be transmitted to the California Coastal Commission; and approve Ordinance No. 708 as read by title only (first reading).

Councilmember Stein recused himself from this item because his wife works for Sunset Shores. Councilmember Nomura recused himself from this item because his wife is a realtor. Councilmembers Stein and Nomura stepped down from the dais and exited the Council Chambers at 5:47 p.m.

Peter Brown on behalf of Brownstein Hyatt Farber Schreck, LLP, acting as City Attorney of the City of Carpinteria, noted that the Government Code provides that when the City Council adopts an ordinance a majority vote is required of the full City Council; therefore, three affirmative votes would be needed in order to adopt the ordinance and the resolution.

Peter Durflinger, City Manager, presented the staff report.

Shanna Farley-Judkins presented a PowerPoint presentation of proposed Ordinance No. 708 and Administrative Policy.

Jena Acos on behalf of Brownstein Hyatt Farber Schreck, LLP, acting as City Attorney of the City of Carpinteria, spoke regarding the broad police powers that authorizes cities to regulate short-term vacation rentals.

Councilmember Carty inquired regarding the State of California's regulations for short-term vacation rentals. Jena Acos on behalf of Brownstein Hyatt Farber Schreck, LLP, acting as City Attorney of the City of Carpinteria responded that she believed the State Legislature was still the process of creating a bill; however, she believed it does not affect how local agencies regulate short-term rentals. She also stated she believed the State regulations would deal with enforcement that will affect Airbnb and vacation rent

by owner (VRBO), and may address transient occupancy tax (TOT) requirements. Peter Brown on behalf of Brownstein Hyatt Farber Schreck, LLP, acting as City Attorney of the City of Carpinteria Peter Brown added that nothing had come before the Legislature for final action at this point.

Councilmember Clark inquired whether short-term vacation rentals were currently legal in commercial business district zones. Ms. Farley-Judkins responded that short-term vacation rentals could be permitted under the current bed and breakfast permit or motel regulation as part of a development plan. She noted there were a number of properties that could convert to short-term vacation rentals; however, they would need to go before the Planning Commission as part of a development permit.

Councilmember Clark inquired whether the side street areas on Linden next to the commercial business district could become legal areas for short-term vacation rentals. Ms. Farley-Judkins referred to the zoning map and noted that the Downtown T is one block from Linden. She also noted that small motels and small apartment units fall under older vacation rental regulations and these units would not be permitted as short-term vacation rentals in the future.

Councilmember Clark noted there were issues and concerns regarding home stays due to inability to regulate these units and he inquired whether there would be a cap placed on the number of guests who can stay in home stay units. Ms. Farley-Judkins responded that regulations for home stays would be similar to the short-term vacation rentals with the exception that the permanent homeowners are included in the number of guests.

Councilmember Clark noted that the proposed ordinance was based upon significant research on policies and regulations from several coastal resort cities. He inquired whether staff had explored the policies and regulations from the City of Santa Barbara. Ms. Farley-Judkins responded that staff had explored these policies and regulations. She stated that the City of Santa Barbara is an anomaly because of their different view of regulations. She also stated that it was her understanding that the City of Santa Barbara enforces a prohibition of vacation rentals in their residential neighborhoods.

Councilmember Clark referred to the ordinance section regarding Purpose and Intent regarding the Rental Overlay District and noted that short-term vacation rentals would only be allowed in the Vacation Rental Overlay District. He inquired whether short-term vacation rentals could exist anywhere else in the City. Ms. Farley-Judkins responded that short-term vacation rentals would only be permissible in this overlay boundary and home stays could be permitted in residential districts.

Vice Mayor Shaw noted that correspondence was received regarding concerns with takings and licensing. Jena Acos on behalf of Brownstein Hyatt Farber Schreck, LLP, acting as City Attorney of the City of Carpinteria responded that legal counsel did not believe the City would have liability regarding takings; however, there would always be

the possibility that a challenge could be brought forth. She stated that in this situation a license does not grant a permanent right and a license might add value to the property.

Mayor Carty opened the Public Hearing at 7:00 p.m.

Gay McMichael, beach area property owner, stated that she purchased her condominium for personal use and for vacation rental. She noted that her condominium has been licensed as a vacation rental since 2007. She spoke in support of the transferability language in the ordinance. She expressed concern with property values for properties with and without a license. She also expressed concern that during the Planning Commission meeting comments were made that there were very few complaints; however, comments were made during this meeting that there were complaints, which caused this process to move forward. She noted that her condominium is in Subarea 1 and she questioned the differentiation within Subarea 1. She asked for clarification on the legal requirement for the property owner to post contact information on the outside of the property. Dave Durlinger, City Manager, responded that differentiation was based on comment letters the City received in part on the City's history. He stated that it was suggested in the comment letters that not all things are equal in the beach neighborhood defined as Subarea 1. For example, some properties are closer to the beach and there are differences in development pattern and density.

Alec Bruice, President of Santa Barbara Association of Realtors, noted the Association submitted a letter regarding this issue. He thanked the City Council on its approach related to the vacation rental issue in order to strike a balance on how a property owner may utilize their property and ensure that they are good neighbors. He asked the City Council to reconsider the quantitative cap because it is unnecessary with the Vacation Rental Overlay zone and it could become problematic as soon as the cap is reached. He urged the City Council to remove the provision for a quantitative cap so that all property owners within the Vacation Rental Overlay zone would have the same rights.

Stella Anderson suggested that the City Council consider the sale of one of these properties and the fact that certain properties have increased in value 25 to 35 percent due to the fact that the property owners may rent their properties on a short-term basis. She expressed concern on how a property would be valued based on whether it could be rented on a short-term basis. She suggested that when a property is sold the new owner should have the first option for a permit for a short-term rental.

Leslie Gascoigne, resident on Olive Avenue, stated she was opposed to short-term rentals in the City. She also stated she lives in the beach area near one of the recommended vacation short-term rental zones. She referred to the General Plan and read the following, "The goal of the community is to preserve the essential character of their small beach town, its family-oriented residential neighborhoods, its unique visual and natural resources, and its open rural surroundings while enhancing recreational, cultural, and economic opportunities for our citizens." She stated she wanted to focus

on the fact that residents, not tourists, live in residential neighborhoods, and she noted that the General Plan also states that the City has an inadequate amount of housing compared to the number of jobs. She commented that VRBOs do not improve this situation, and there were currently five hotels being considered for Carpinteria that have the potential to house hundreds of tourists. She expressed concern with the amount of extra work the City will need to do if VRBOs are approved. She requested that the City Council consider a fair approach so that the impacts are distributed throughout the City versus specific zone districts, place a cap on the amount of short-term rentals, and create a lottery system.

Jim Reginato asked the City Council to reject the ordinance as a whole. He suggested the City Council look at how the City of Santa Barbara handles short-term vacation rentals by rejecting them all. He stated that people who move into a residential area expect it to be residential, and zoning areas should remain how they were adopted.

Michael Noling, Boardmember, Treasurer, and unit owner of the Solimar Sands Condominium Homeowners Association, expressed concern that the proposed ordinance restricts Solimar Sands condominium owners from renting their units now or in the future. He stated that the proposed ordinance would restrict property owners of their property rights by revoking short-term rental rights when they transfer or sell their units. He also stated that the proposed ordinance would negatively impact their property value and reduce their rental operation income. He expressed that he believed the beach neighborhood should continue to be the primary area for licensed vacation rentals. He suggested that should the City Council go forward with adopting this ordinance, that the City Council consider increasing the number of eligible vacation rental licenses in the beach neighborhood to 250 units. He also suggested that if quantitative caps are adopted on vacation rentals in the beach neighborhood, that the City Council allow owners to transfer a vacation rental license upon sale and explain how the ordinance and staff will manage the administrative process.

Gail Marshall stated that she supports adequate affordable housing for individuals who work in Carpinteria. She also stated there were currently 218 known vacation rental properties, enforcement is difficult and expensive, there is not enough staff, and permitting is a very long, problematic process. She also stated that she did not see the prudence in increasing the number of vacation rentals, and it takes away from affordable rentals for local workers.

Dana Rosenberg, 20-year resident and renter in Carpinteria, stated she is an attorney who has represented several local property owners and two homeowners associations on Sandy LandSandyland Road. She indicated that she recognizes the need to house the local critical workforce community. She stated there needed to be some differentiation in Subarea 1 because these units were purchased with the knowledge that some of the units would be used as vacation rentals. She expressed concern that quantitative capping of the number of vacation rentals does not serve the goal of the law to avoid nuisances, does not increase the rental market, and would not create low-

income or moderate housing. She asked the City Council to reconsider the quantitative cap instead of basing this on how many units are currently rented, and consider units that are professionally managed.

Lynn Gates, local realtor, stated she manages rentals and short-term rentals in the beach area. She noted that addresses and information are not posted on VRBOs due to security reasons. She asked that the City Council look at vacation rentals as a whole in the downtown and in residential areas. She stated that she believed Subarea 1 is different and not allowing short-term rentals would leave the units vacant, bring less business to the downtown, and create a loss of activities in those areas. She asked the City Council to consider quantitative caps in Subarea 1. She also stated that she did not believe that eliminating vacation rentals would create more rental housing opportunities.

Eileen Mira, accompanied by Gail McAdcar, stated they own four properties on ~~Sandy Land~~Sandyland. She noted that three of their units have a professional onsite manager with two of the units having licenses and the third in the midst of remodeling with the intent of renting the unit. She stated that she believed there was only one single-family residence on Sandy Lane, and many people have rented units in ~~Sandy Land~~Sandyland for 30 to 40 years. She expressed her hopes that her license will be transferable, and stated that she believed it would be detrimental to place a cap. She also stated she believed the proposed ordinance should be considered for the right of the property owners and for what is right for Carpinteria.

Mary Clark, 45-year resident of Carpinteria, stated that she owns a condominium in the beach area and she has lived in the unit for 27 years. She also stated that once she is physically unable to live in her unit, she would like to have the ability for her or her family to rent out her unit.

Mayor Carty closed the Public Hearing at 7:35 p.m.

Mayor Carty noted that ~~Sandy Land~~Sandyland Corridor Subarea 1 has been the primary short-term vacation rental area in Carpinteria. He expressed his support that the ~~Sandy Land~~Sandyland Corridor not have a quantitative cap.

Vice Mayor Shaw stated that he agreed with Mayor Carty; however, there was an issue of fairness for the people who live between there and the railroad tracks who own duplexes and triplexes, and who would also like to have transferability of their properties. He inquired what would occur should the City Council cease allowing short-term vacation rentals or place a cap on them, and what would that do as far as the transferability and property tax values of the entire ~~Sandy Land~~Sandyland Corridor. He also inquired regarding the fee schedule for renewing the annual license and suggested the fee should be tiered for those who already have a license. He also inquired regarding the addition of 10 short-term vacation rentals in Subarea 4 and he expressed concern because there are a lot of single-family homes in that area along Palm Avenue

and near Main School. He also expressed concern with parking, especially in Subarea 4 and Subarea 3.

Councilmember Clark expressed his opinion that the City Council should not have permitted short-term vacation rentals in residential and PRD zones. He expressed concern with the availability of affordable housing for local workers and families. He also expressed concern that the City could be encouraging bad practice when there are hotels available for tourists. He addressed the comments made regarding property rights and suggested that property owners should refer to the property's zoning designation. He stated he was not in favor of zone districts in the proposed ordinance, but believes there is value in regulating short-term vacation rentals. He stated that he could support continuing to allow short-term vacation rentals in the beach area and give further consideration to the ~~Sandy Land~~Sandyland issue. He also stated he would not support short-term vacation rentals in any of the PRD zones, and he would support eliminating Zones 2, 3, and 4.

Motion by Councilmember Clark to authorize staff to go back and research his suggestions, and send it to the Planning Commission.

Vice Mayor Shaw stated he would be comfortable with eliminating Zones 3 and 4 completely. He noted that Zone 2 is long-standing. He also stated he could support breaking off ~~Sandy Land~~Sandyland on its own, allowing short-term vacation rentals in Zone 1, and allowing what is currently in Zone 2.

Mayor Carty stated he supports the ~~Sandy Land~~Sandyland Corridor not having a quantitative cap on residences that face ~~Sandy Land~~Sandyland and on the beach side. He also stated he supports increasing Subarea 2 to 20 short-term vacation rental units instead of 12, and increasing Subarea 3 by three more short-term vacation rentals for a total of five.

Councilmember Clark's motion failed for lack of a second.

Motion by Mayor Carty to approve staff's recommendation with the exception of making the ~~Sandy Land~~Sandyland Corridor without a quantitative cap.

Mr. Durflinger stated that based on the City Council's discussion, it appeared the City Council would support creating a ~~Sandy Land~~Sandyland Corridor district to be a subpart of Subarea 1 and if there is no cap then the transfer issue would not apply. He stated there were other options available for the remainder of Subarea 1 including no transfer of license. He also stated that if the City Council wanted to create some special conditions rather than the lottery process, such as a first right of refusal from a new owner, that staff could bring back information regarding this alternative.

Councilmember Clark expressed his support for keeping the caps as they currently exist.

Ms. Farley-Judkins stated there were currently 300 total units that fall within the boundary of units fronting ~~Sandy Land~~Sandyland Road either on the beach or mountainside. She also stated that there were 140 licensed vacation rentals in that boundary, and the area not fronting Sandy Land included 200 total units with 30 vacation rentals.

Councilmember Clark expressed his concern with having 300 units in ~~Sandy Land~~Sandyland area that could become vacation rentals and with the impacts for that area.

Motion restated by Mayor Carty to approve staff's recommendation and splitting off ~~Sandy Land~~Sandyland Corridor without a quantitative cap, and a quantitative cap of 150 short-term vacation rentals in the remainder of Subarea 1. Motion died for lack of a second.

Mr. Durflinger stated that if the City Council could not take action to approve the ordinance with the required three votes nor agree on direction, then the matter would end tonight and the status quo would continue.

Mayor Carty stated that he wanted to maintain residential neighborhoods and maintain short-term vacation rentals. He noted that ~~Sandy Land~~Sandyland has always been a primary vacation rental area.

Councilmember Clark requested that the City Manager fully enforce the PRD Zone Code and not permit any more short-term rentals in PRD Zone Code.

Mr. Durflinger summarized Council's discussion and direction by stating that it was clear that the Ordinance would not be approved tonight but that he had understood that there was some common ground among the Councilmembers potentially reached on subarea 1. Also, that other topics of the Council deliberation, such as the elimination of areas 2, 3 and 4 from the District, would be considered along with various amortization options for existing licensed units outside the District.

It was the consensus of the City Council to direct the City Manager to return to the Planning Commission with a Staff Report presenting the ideas discussed during deliberations as summarized.

It was the consensus of the City Council to have Sandy Land stand alone from Subarea 1, eliminate areas 2, 3, 4 by a two-year amortization period, and have staff take these options back to the Planning Commission for deliberation.

Mr. Durflinger noted that the City Council did not discuss home stays under the short-term rental umbrella, and without further direction home stays regulations would remain status quo.

The City Council expressed their concern with home stays in residential areas due to traffic impacts.

Mr. Durflinger noted the first alternative considered and rejected by the Planning Commission was to treat home stays the same as short-term vacation rentals and apply the same limits that home stays would not be permitted in single-family residences. He stated that staff would take back to the Planning Commission parking and occupancy standards to describe what the standards would be in the proposed ordinance, research other jurisdictions' regulations and approaches, discuss transferability options, and bring back to the City Council after the Planning Commission's deliberation.

The City Council recessed to a break at 8:30 p.m. and reconvened at 8:39 p.m.

Councilmembers Nomura and Stein returned to the Council Chambers and took their seats at the dais.

OTHER BUSINESS:

7. 2015 Annual Integrated Pest Management (IPM) Report

Recommendation: Receive and file.

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

Councilmember Clark inquired regarding the status of the IPM Committee. Mr. Roberts responded that staff attempted five times to call a meeting of the IPM Committee; however, they were unable to have a quorum and the committee did not meet the past year. He noted that City staff operated under the intent of the IPM policy.

Councilmember Nomura noted that last year they discussed injecting some of the Cambien trees for tree bores. He inquired whether the results were tracked and whether they were successful. Mr. Roberts responded that the only tree application done last year were to the Tipuana trees on Linden Avenue for an insecticidal soap. He noted that injection to the Cambien trees were done two years ago; however, there was a concern because the product used could move into the bee population. Councilmember Nomura noted that the City recently received a notice of the Asian Citrus Psyllid and he inquired whether this was being addressed. Mr. Roberts responded that this was not being addressed in the parks system; however, it might be that it was being addressed by the Agriculture Commission or the USDA working with areas that have citrus trees. Councilmember Nomura suggested placing articles regarding the City's IPM efforts.

There were no Public Comments.

Motion by Councilmember Stein, seconded by Vice Mayor Shaw, to receive and file 2015 Annual Integrated Pest Management (IPM) Report.

Upon voice vote, motion carried unanimously.

8. Ordinance No 709, Amending Chapters 3.04, 3.08, 3.12, 3.20, 3.38, 3.45 and 5.04 of the Carpinteria Municipal Code.

This ordinance would impose a “pay first”, litigate later” obligation for litigating tax and assessment disputes, requiring persons challenging such taxes and assessments to make payments to the City prior to commencing any actions in court.

Recommendation: Approve Ordinance 709, as read by title only (first reading).

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

There were no Public Comments.

Motion by Councilmember Clark, seconded by Councilmember Nomura, to approve and adopt Ordinance No. 709, as read by title only (first reading).

Upon voice vote, motion carried unanimously.

COMMITTEE REPORTS, INQUIRIES AND OTHER MATTERS PRESENTED BY COUNCILMEMBERS:

Vice Mayor Shaw reported that he, Mayor Carty, and Acting Community Development Director Steve Goggia attended the Santa Barbara Joint Housing Task Force meeting the previous week where representatives from the University of California Santa Barbara and Santa Barbara City College discussed their efforts in housing development.

ATTENDANCE OF COUNCILMEMBERS FOR FUTURE MEETINGS

ADJOURNMENT

The meeting was adjourned at 9:02 p.m. by Mayor Carty, in honor and in memory of Bill Connell, the Hot Dog Man.

ATTEST:

Gregg A. Carty, Mayor

Fidela Garcia, CMC, City Clerk

ATTACHMENT B

Transcript of City Council Minutes: February 8, 2016

2:38:56 Councilmember Clark: I can't agree with 2, 3, 4.

2:39 Mayor Carty: Could we make some sort of recommendation to send it back to the Planning Commission, because I don't know what (else to do)? We aren't going to get anywhere, if we can't get a vote.

2:39:19 Vice Mayor Shaw: (Question directed toward Al) You are for eliminating areas 2, 3, and 4?

Councilmember Clark: Yes, but you like 2? (directed at Fred)

Vice Mayor Shaw: Yeah, I think 2 is a viable place 3 or 4, 4 especially I'm not particularly enamored with. Possibly you could do a situation with amortization. (To Jenna)

Legal Counsel Shoaf: Ms. Shoaf summarized that staff proposed a 2 year amortization period.

Vice Mayor Shaw: (To Al) Would that work, if that did that?

Councilmember Clark: Yes, if 2, 3, 4

Mayor Carty-- I'm sticking by mine (referring to disagreement about removal of 2, 3, 4)

2:40:47 Vice Mayor Shaw Fred: If we ... I think we all agree to send it back to the Planning Commission to look more at splitting Sandyland off

Councilmember Clark: Make it another subarea?

Vice Mayor Shaw: Having Planning Commission... cause we'll have to send it back to them at some point, since we're not reaching a conclusion.

2:41:20 Councilmember Clark: I don't want to do that because I'm not in favor of 2, 3, and 4.

2:41:20 Mayor Carty: So, I can see we aren't going to get anywhere and I think as for continuing.

2:41:35 City Manager Durflinger: There are a couple of ways this can go. If the council can neither take action to approve the ordinance (as required with a three vote) nor can it agree on direction, the matter would end tonight. And without further direction from the council in regards to the practices as it relates to short-term rentals, the status quo would continue. So we're open to taking direction to the Planning Commission if the Council would provide direction, to the degree that that would amount to changes. Significant changes we would try to make those changes to the report, consistent with your direction and then bring it back to the Planning Commission to get a new recommendation to go

back through the process again and go back to your council. Does that help kind of clarify the options?

2:42:42 Mayor Carty: Yeah. Well, my big concern is that I want to preserve our single family neighborhoods and I want to continue to contain big short term rentals and the Sandyland area has always been a prime area for years, maybe 100 years. I think it has been a good balance of containing our vacation rentals and sticking firm by staff's recommendation (further discussion about cap options)

2:43:27 Councilmember Clark: Here's another way of doing it. I hereby request the City Manager to fully enforce the Zone Code PRD and do not permit anymore Short-term Rentals in the PRD zone district. That's another way to put it.

2:44:00 Mayor Carty: Well anyt... We aren't the only City dealing with this issue and they come out with some of the same results and can't figure it out. It's not easy thing to get a grip on. The last thing I want is to turn into a tourist town. And I think most of you probably agree with that. And I think, again, I'm repeating myself, but this is a balance and getting a grip on our vacation rentals and stand firm on this and don't go anymore.

2:44:56 Vice Mayor Shaw: This is a question of staff: If we can't reach any kind of conclusion tonight and we can't seem to come to some sort of agreement on something then it would go back, you say. It could just go back the way it is now and the moratorium would continue to be in effect.

2:45:17 City Manager Durflinger: That's right.

Vice Mayor Shaw: And if we send it back asking - with some direction to Planning Commission and to staff, they could theoretically continue to look at this over. Because, we've got several more months to look at this issue. They could theoretically continue to look at this issue. And see if they can't come up with something that we could agree on, although it sounds now like, in some cases, we are reasonably far apart as far as what we think will fly.

Councilmember Clark: Fly?

2:46:11 Vice Mayor Shaw: Well. I think we all basically agree on... that Sandyland should in a separate area, separate from subarea... separate from subarea 1. Ok. So that much we agree on.

Councilmember Clark: And I agree with Greg on the cap.

Vice Mayor Shaw: Yes, Cap at 150.

Councilmember Clark: Yes

Vice Mayor Shaw: Yes, I would agree on that, because that would allow 10 more. I can agree on that

but that's just one part of the overall thing.

2:46:52 – Mayor Carty: I'm just going to put this out there. Is it possible to agree on Area 1 and 2? And for the time being eliminate the other two right now?

Vice Mayor Shaw: I could do that, we could get there.

Mayor Carty: I mean, to actually amend this Ordinance, what would it take?

2:47:18 City Manager Durflinger: Going through the same process, the Planning Commission, to the City Council, the Coastal Commission.

2:47:24 Mayor Carty: I think we should come to some type of compromise. Just to get... To get this going at least. So I'd like to entertain a motion if someone wants to...

Councilmember Clark: – My compromise is subarea 1, I mean. I'm a purest. I'm compromising on subarea 1, because its logical to do.

Mayor Carty: (To Al) So you aren't in agreement, subarea 2 at all?

Councilmember Clark: (shake head no) uh-uh

Councilmember Shaw: Even if it would be, even if they were allowed to amortize out over a couple of years.

Councilmember Clark: So now what are you saying.

2:48:31 Vice Mayor Shaw: I'm saying...So even, so you would be against subarea 2, even if they were given time to change - the fact they are already short-term vacation rentals.

Councilmember Clark: In other words after two years they would all go away.

Vice Mayor Shaw: They would have time to do that.

City Manager Durflinger: That's the current amortization.

Councilmember Clark: Is that what you are supporting? Because I'll support that too.

2:49:06 Vice Mayor Shaw: A lot of subarea 2 is individual homes and I realize that and once you get off Linden the majority of it is either duplexes or single family, you know pretty much.

Councilmember Clark: The problem with these overlay districts is... These are arbitrary lines and numbers. And what is to keep a future council from coming in and changing the boundaries and increase the cap. Nothing. So I'd like to eliminate the districts other than

subarea 1. And so I agree with you. And that we amortize out two years.

Vice Mayor Shaw: So we currently have 12 vacation rentals in subarea 2, so basically the 12 units in subarea 2 would use two years to do something else with their vacation rentals.

Mayor Carty: I think we need to compromise and the one we agree on we should vote on.

Councilmember Clark: I think we need to see a whole package.

Mayor Carty: That's what I'm saying.

2:50:40 City Manager Durflinger: Just to make clear here. Since it's clear we are not going to get approval - looks like we aren't going to leave here with an approval on this ordinance, what we are looking for now is direction to take back to the Planning Commission; to recraft provisions and start over with the Planning Commission. So it sounds like we found some common ground, potentially on subarea 1, and we have some ideas. We could then draft up a report and present it to the Planning Commission based on some of the discussion that has gone on tonight. So I feel comfortable with that. There was some fodder there for developing some alternatives that we think we could bring forward to the Planning Commission. I think maybe I heard - but we'd like some clarification, that one of the things would be also 2, 3, 4, we would look at those going away, not being subareas and instead relooking at the amortization periods. And bringing forth some alternatives related to that assumption. Those are the kind of things we can work on, with your direction, if you agree yes that is the direction you would like to give staff. We don't need a formal commitment to that position, other than a commitment, yes staff, go work on that and get back to the Planning Commission and then we'll take a look at it again.

2:52:05 Mayor Carty: I think exactly what Dave said is... we don't have any choice but to do.

Vice Mayor Shaw: I would be comfortable with that.

Mayor Carty: I am also.

Councilmember Clark: I am also.

Next discussion followed about Home Stays.