

City of Carpinteria
City Council Regular Meeting Agenda
Monday, May 9, 2016
Council Chamber, 5775 Carpinteria Avenue

4:30 p.m. Closed Session – 5:30 p.m. Regular Session

INFORMATION ABOUT CITY COUNCIL MEETINGS:

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

**ESTIMATED
TIME:**

4:30 p.m. **CALL TO ORDER**

4:30 p.m. **ROLL CALL**

4:30 p.m. **PUBLIC COMMENT ON CLOSED SESSION MATTER(S)**

4:33 p.m. **CLOSED SESSION**

1. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED
LITIGATION

Potential initiation of litigation pursuant to Government Code
Section 54956.9(d)(4): One case.

4:34 p.m. **TEMPORARY ADJOURNMENT TO CLOSED SESSION**

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

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

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

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

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

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

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

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

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

wishing to speak on a specific item will be recognized at the time the agenda item is considered.

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

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

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

5:50 p.m.

CONSENT CALENDAR: Individual items may be removed and considered separately at the request of a Councilmember. Any item, which is removed from the Consent Calendar, will be added to the end of the agenda under Other Business.

2. Minutes of the regular meeting held April 11, 2016 and April 25, 2016 and the minutes of the special joint meeting with the Carpinteria Sanitary District Board and Carpinteria Valley Water District Board held April 18, 2016.
3. Receive the Expenditures Report for the period beginning April 20, 2016 and ending May 2, 2016.
4. Adopt Resolution No. 5661 authorizing submittal of an application for payment programs and certain other authorizations related to the administration of the California Department of Resources Recycling and Recovery (CALRecycle) City/County Payment Program.
5. Adopt Resolution No. 5665 concerning authorization to apply to the Local Coastal Program Local Assistance Grant Program of the California Coastal Commission for financial and planning assistance.
6. Authorize the City Manager to execute and issue a construction services contract to Center Glass Company to purchase and install

new entrance and exterior doors at City Hall in an amount not to exceed \$41,000.

5:52 p.m. **ADMINISTRATIVE MATTER: None**

5:52 p.m. **PUBLIC HEARING: None**

OTHER BUSINESS:

5:52 p.m. 7. Eucalyptus Tree Removal and Replacement at Heath Ranch Park

Recommendation: 1. Accept the recommendations of the Tree Advisory Board; 2. Direct Staff to prepare a tree removal and updated replacement plan with assistance by a certified arborist; and 3. Direct Staff to apply for a Coastal Development Permit for the project.

Staff presenter: Matt Roberts, Parks and Recreation Director

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

6:07 p.m. 8. Agreement with BSN Construction Inc. for the completion of City Maintenance Project No. 15027-2, Linden Avenue Concrete Repair Phase 2.

Recommendation: Approve and authorize the City Manager to sign the agreement with BSN Construction Inc. for the completion of City Maintenance Project No. 15027-2, Linden Avenue Concrete Repair Phase 2.

Staff presenter: Charlie Ebeling, Public Works Director and Melisa Angeles, Engineering Technician

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

6:22 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)

6:25 p.m. **ATTENDANCE OF COUNCILMEMBERS FOR FUTURE MEETINGS**

6:25 p.m. **ADJOURNMENT**

The next regular meeting to be held on **Monday, May 23, 2016** at **5:30 P.M.**, in the Council Chamber, City Hall, 5775 Carpinteria Avenue, Carpinteria, California.

In compliance with the Americans with Disabilities Act, if you need assistance to participate in this meeting, please contact the City Clerk's Office at 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, May 4, 2016, in the City Clerk's Office, on the City Hall Public Notices Board, and on the Internet.

**City of Carpinteria
City Council Minutes
Regular Meeting
Council Chamber
Monday, April 11, 2016**

CALL TO ORDER

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

ROLL CALL

Councilmembers Al Clark, Councilmember J. Bradley Stein, Vice Mayor Fred Shaw and Mayor Gregg A. Carty were present. Councilmember Wade Nomura was absent.

City Manager Dave Durflinger, Peter Brown on behalf of Brownstein Hyatt Farber Schreck, LLP, acting as City Attorney of the City of Carpinteria, Parks and Recreation Director Matthew Roberts and Community Development Director Steve Goggia were present.

PUBLIC COMMENT ON CLOSED SESSION MATTER: None

CLOSED SESSION

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

Property: 001-210-024 and 001-210-020

Negotiating Parties: City of Carpinteria and Land Trust of Santa Barbara County

Agency Negotiators: Dave Durflinger, City Manager; Matthew Roberts, Parks and Recreation Director; Steve Goggia, Community Development Director, and Peter Brown and Dylan Johnson on behalf of Brownstein Hyatt Farber Schreck, acting as City Attorney for City of Carpinteria

Under Negotiation: price and terms of payment

TEMPORARY ADJOURNMENT TO CLOSED SESSION

The City Council recessed to Closed Session at 4:32 p.m.

CALL BACK TO ORDER

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

ROLL CALL

Councilmembers present:

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

Councilmembers absent:

Councilmember Wade Nomura

Staff members present:

Dave Durflinger, City Manager
Peter Brown on behalf of Brownstein Hyatt Farber Schreck, LLP, acting as City Attorney of the City of Carpinteria
Fidela Garcia, City Clerk
Steve Goggia, Community Development Director
Charles Ebeling, Public Works Director
Brian C. Barrett, Management Analyst
Isabel Jimenez, Community Development Intern
Shanna Farley-Judkins, Assistant Planner

CLOSED SESSION REPORT

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

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

Property: APNs 001-210-024 and 001-210-020

Negotiating Parties: City of Carpinteria and Land Trust of Santa Barbara County

Agency Negotiators: Dave Durflinger, City Manager; Matthew Roberts, Parks and Recreation Director; Steve Goggia, Community Development Director, and Peter Brown and Dylan Johnson of Brownstein Hyatt Farber Schreck, acting as City Attorney for City of Carpinteria

Under Negotiation: price and terms of payment

Mr. Brown announced there was no reportable action from the Closed Session matter.

PLEDGE OF ALLEGIANCE

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

INTRODUCTIONS, PROCLAMATIONS AND PRESENTATIONS

2. Presentation of the City's spring 2016 Outstanding Community Partner Award to Easy Lift Transportation.

Mayor Carty read the Outstanding Community Partner Award into the record and presented it to Ernesto Paredes, Executive Director of Easy Lift Transportation. Mr. Paredes thanked the Council for this recognition and mentioned that it was the first recognition for Easy Lift Transportation from a local municipality. He commented that Easy Lift not only provides door-to-door transportation for seniors and the frail but also to other nonprofit partners with infrequent transportation needs such as Carpinteria Girls Inc. He said neither the girls nor Girls Inc. are charged for transportation to University of California Santa Barbara for their summer program. He expressed his appreciation on behalf of the board of directors, staff and their ridership.

3. Presentation of Certificate of Commendation to Louie Mendoza on his Retirement as Lead Maintenance Worker II for the City of Carpinteria.

Mayor Carty read the Certificate of Commendation into the record and presented it to Louie Mendoza. Mr. Mendoza thanked the Council for their recognition.

PUBLIC INFORMATION REPORTS AND ANNOUNCEMENTS

Mayor Carty announced he would adjourn the meeting in honor and memory of Benny Hidalgo. He said Mr. Hidalgo had worked 30 years for the City as a Public Works Supervisor and was involved in community youth sports as a coach, referee and umpire and had even tried out for the Los Angeles Dodgers.

Vice Mayor Shaw announced the Department of Alcohol, Drug and Mental Health Services had undergone a name change to Santa Barbara County of Behavioral Wellness and would continue to serve Carpinteria residents at the Veterans Hall between 8:30 and 4:30 p.m. on the 2nd and 4th Thursday of each month, by appointment in both English and Spanish.

CITY MANAGER'S REPORT

- Coastal Commission to consider two LCPAs approved in July and September 2014 by the City Council. These modifications once approved will bring the Density Bonus Housing Program in the Zoning Code up to State law standards

and re-designate approximately 40 properties in either land or zoning use designations for internal consistency related to the General Plan. The Coastal Commission staff has recommended approval with some modifications. The Coastal Commission is set to consider the matters on April 15 at 9am at the Veterans Auditorium in the City of Santa Rosa. The City Council will then consider these modifications for final action by way of the second reading of the ordinances.

- Annual Household Hazardous Waste and Bulky Item Disposal Day was held on April 9. On the Household Hazardous Waste side 327 vehicles were serviced and 213 vehicles on the Bulky Item side. City Manager Durflinger thanked all the volunteers, Carpinteria Beautiful, Rotary Club, Joe and Alice Vasquez, and Public Works Crew.

PRESENTATIONS BY CITIZENS/PUBLIC COMMENT

Michael Baker, Chief Operating Officer for United Boys and Girls Club, provided an update on the Carpinteria Club. He stated 35 members were inducted into "Club 52" which means this year's inductees have attended the Boys and Girls Club for 52 consecutive days. He noted its importance by saying that studies show that children who attend the Boys and Girls Club on the average of 52 days in a row are more likely to graduate from high school. He invited the City Council to attend the ribbon cutting of the Club's new gym floor on April 8 and fundraising auction to be held on June 4. He said tickets for the auction could be purchased at unitedbg.org and he thanked Council for their continued support.

AGENDA MODIFICATIONS: None.

CONSENT CALENDAR:

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

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

4. Approve the minutes of the regular meeting held March 28, 2016.
5. Receive the Expenditures Report for the period beginning March 23, 2016 and ending April 5, 2016.
6. Approve and authorize the city manager to sign amendment No, 1 to the Agreement with Colantuono, Highsmith & Whatley, PC, to review the City's Park Maintenance Special Tax.

ADMINISTRATIVE MATTER: None

PUBLIC HEARING: None

OTHER BUSINESS:

7. Approval of Measure A Cycle 3 Project Cooperative Agreement for the Safe Routes to School and Bicycle and Pedestrian Project Funding Grants

Recommendation: Approve and authorize the Mayor to sign the Measure A Cycle 3 Project Cooperative Agreement with the Santa Barbara County Association of Governments to receive \$447,044 in grant funding for Safe Routes to School and Bicycle and Pedestrian Projects.

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

No public comment was heard.

Motion by Councilmember Clark, seconded by Councilmember Stein to approve and authorize the Mayor to sign the Measure A Cycle 3 Project Cooperative Agreement with the Santa Barbara County Association of Governments to receive \$447,044 in grant funding for Safe Routes to School and Bicycle and Pedestrian Projects.

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

8. 2014 General Plan Annual Progress Report

Recommendation: Accept the 2015 General Plan Annual process Report and direct the Community Development Director to submit the report to the Governor's Office of Planning and Research.

Shanna Farely-Judkins, Associate Planner presented a staff report and PowerPoint presentation.

No public comment was heard

Motion by Councilmember Stein, seconded by Vice Mayor Shaw to Accept the 2015 General Plan Annual process Report and direct the Community Development Director to submit the report to the Governor's Office of Planning and Research.

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

9. Review of Home Sales Prices and Adjusting the In-lieu Affordable Housing Fee Pursuant to Carpinteria Municipal Code §14.75 Inclusionary Housing Requirement

Recommendation: Receive and file the report of the City's home sales prices for 2015 and adopt Resolution No. 5656, thereby setting the affordable housing in-lieu fee for condominiums and single family dwellings in 2016.

Steve Goggia, Community Development Director, introduced Isabel Jimenez. He stated Ms. Jimenez started as an intern and was now a part time employee of the department.

Ms. Jimenez presented the staff report and PowerPoint.

Motion by Vice Mayor Shaw, seconded by Councilmember Clark to Adopt Resolution No. 5656 setting the affordable housing in-lieu fees for condominiums and single family dwellings in 2016.

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

COMMITTEE REPORTS, INQUIRIES AND OTHER MATTERS PRESENTED BY COUNCILMEMBERS

Vice Mayor Shaw announced he would be attending the League of California Cities, Channel Counties Division meeting. Mayor Carty stated he would like him to inquire about short-term rentals.

ATTENDANCE OF COUNCILMEMBERS FOR FUTURE MEETINGS

All Councilmembers present indicated they would be present at the April 25, 2016 City Council meeting.

ADJOURNMENT

The meeting was adjourned at 6:17 p.m. by Mayor Carty in memory of and in honor of Benny Hidalgo.

Gregg A. Carty, Mayor

ATTEST:

Fidela Garcia, CMC, City Clerk

**Special Joint Meeting Minutes
City of Carpinteria City Council
Carpinteria Sanitary District Board
Carpinteria Valley Water District Board
Carpinteria Council Chambers
Monday, April 18, 2016**

1. Call to order

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

ROLL CALL

Carpinteria Valley Water Board of Directors present:

Director Polly Holcombe
Director June Van Wingerden
Director Richard Forde
Director Matt Roberts
President Al Orozco

Carpinteria Sanitary District Board of Directors present:

Director Lin Graf
Director Jeff Moorhouse
Director Mike Modugno
Director Mike Damron
President Gerald Velasco

Councilmembers present:

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

Councilmember Wade Nomura was absent during roll call. He arrived at 5:40 p.m.

Carpinteria Valley Water District staff members present:

Charles Hamilton, General Manager
Bob McDonald, Water District Engineer

Carpinteria Sanitary District staff members present:

Craig Murray, General Manager

City of Carpinteria staff members present:

Dave Durflinger, City Manager
Charles Ebeling, Public Works Director
Fidela Garcia, City Clerk

PLEDGE OF ALLEGIANCE

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

2. Recycled Water Facilities Plan presentation by Rob Morrow representative of RMC Water and Environment.

Bob McDonald, Carpinteria Valley Water District Water District Engineer, stated that the Recycled Water Facilities Plan is a joint project of the Carpinteria Valley Water District, Carpinteria Sanitary District, City of Carpinteria, and the State of California State Water Resources Control Board. He noted that Rob Morrow and Tom Richardson from RMC Water and Environment were present to provide the presentation.

Rob Morrow provided a PowerPoint presentation of the Recycled Water Facilities Plan, which included water supply setting and drivers, recycled water markets, recycled water service options, preliminary conclusions, next steps, and example program schedule. He stated that the next steps for 2016 would include evaluating and selecting recharge site(s), initiate planning for the project, funding and financing, institutional partnerships, and regulatory coordination.

Councilmember Nomura arrived at 5:40 p.m.

Carpinteria Valley Water District Director Richard Forde noted that Mr. Morrow discussed recharging at the coast and preventing seawater intrusion; however, he believed if they were to inject anywhere in the basin they would have an improved resistance to seawater intrusion. Mr. Morrow agreed and stated that one of the next steps would be to run the groundwater model that the District has and inject it in the middle of the basin to determine protection benefits.

Carpinteria Valley Water Board Director June Van Wingerden noted that Mr. Morrow had spoken about groundwater basins with multiple users. She expressed concern with what this did to Santa Maria. She inquired how this issue could be solved. Mr. Morrow responded that this was likely a bigger question than the proposed groundwater recharge project. He stated that the benefit of doing injection in the middle of the city is that the District is the only pumper in that area and most everyone was going towards the path of groundwater basin management.

Carpinteria Valley Water District Water District Engineer Bob McDonald stated that the plan at the District is to move forward with the Sustainable Groundwater Management

Act, which will entail much public outreach coordination with private well users. He noted it would be a benefit to the basin to have a local water supply that can be injected into the basin and help sustain it for a longer period of time.

Carpinteria Valley Water District Board Director June Van Wingerden noted that it takes at least five years to build a greenhouse in a greenhouse zone because of the California Coastal Commission. She inquired whether Mr. Morrow had experience on how the Coastal Commission views these types of projects. Mr. Morrow responded that he believed the Coastal Commission is generally very supportive of water supply projects that are reusing local supplies in the context of not supporting new growth or development. He noted that working in the coastal zone is an issue onto itself; however, construction would be done on undeveloped land and the treatment plant would be on paved public roads.

Councilmember Clark inquired regarding the plans for paying the \$15 million in capital costs and \$1 million per year for operating expenses. Mr. McDonald responded that this was an issue that has been identified as a result of the plan and cost. He stated that this was the reason one of the slides had a comparison to the State Water Project versus the District's water supply portfolio. He also stated that the District has some fairly unreliable water supplies that cost a lot of money, and this issue would need to be considered by a committee and at the staff level.

Vice Mayor Shaw stated that it appeared that in order to move the project forward they would need to get support from the agriculture people. He inquired what would be done to seek their support rather than them continuing to use their own wells. Mr. Morrow responded that the project would not entail people having to reduce their current well use or converting to direct delivery of recycled water. He stated that the project would actually build upon the existing system operations, and the general concept would be that the water district wells would be capturing this water and adding it to their potable water system.

Carpinteria Valley Water Board Director Polly Holcombe requested additional information on the next steps for the facilities plan and technical studies. Mr. Morrow responded that the next steps would include providing information to the District in order to make a decision on spending funds for design and environmental studies. He stated that the focus would be siting for recharge and funding/financing and working toward institutional partnerships and regulatory coordination.

Mayor Carty inquired regarding treating wastewater and the possibility of contamination, and monitoring the water to ensure that it is not contaminated. Mr. Morrow responded that potable reuse projects have multiple layers of monitoring built into them for this reason. He explained that the first line of defense is a robust treatment system with multiple barriers, microfiltration, reverse osmosis, ultra-violet, and advanced oxidation in order to catch constituents. He stated that monitoring and reporting is also conducted

Carpinteria Valley Water District Water District Engineer Bob McDonald added that the District would do an advanced treatment on wastewater such that it will be clean enough to drink out of the plant, then the water will be injected into the ground where it will take six months to work its way through the groundwater basin to get to a well. He stated that by the time all this happens, the water is probably better quality, and it would be naturally percolating water going through all the advanced treatment.

Carpinteria Valley Water District Board Director Polly Holcombe inquired whether there were any obstacles from a sanitation standpoint. Carpinteria Sanitary District General Manager Craig Murray responded that the primary concern would be compliance with the discharge permit. He noted that the proposed process does not allow 100% of the water to go through, and the reverse osmosis membrane kicks out a concentrated stream of about 10% of the incoming flow. He stated that this water would still need to go somewhere and it would likely go out the outfall. He also stated that the mass loading to the ocean for salt and other constituents would not change, but the concentrations would increase. He noted that they would all need to ensure they can meet the discharge permit with its concentration-based limits, and this would be a topic of further study. Mr. Morrow added that staff would need to meet with the State Water Board regarding the NPDES permit for a pilot 1 MGD project.

Carpinteria Valley Water District Board Director June Van Wingerden referred to Mr. Morrow's presentation where he mentioned that at least seven acres of water would be needed to spread out. She inquired what would happen if there are very rainy seasons, the water does not go down, and there is flooding in Carpinteria, and whether the water would just go out to the ocean. Mr. Morrow responded that this was the reason for conducting additional modeling and hydrological analysis. He noted that there would be the option to send the water to the ocean by turning off the plant; however, they will be investing capital and not use the plant.

Carpinteria Valley Water District General Manager Charles Hamilton noted that public understanding of how clean the water will be once it goes through the process would make a big difference. He stated that this was key for the Santa Clara Valley facility. He noted that originally their customers were resistant to recycled water, and it took a year and a half with targeted public outreach to explain to their customers about the quality of the water that comes out of the process. He stated that the focus of public outreach was to show how incredibly good the water is, and after doing another survey 70% of the people supported it.

Carpinteria Sanitary District Board Director Mike Madugno noted that if the District uses direct reverse injection wells they could put water in underground storage every day of the year. He inquired whether there was a capacity limit that might be exceeded at some point. Mr. Morrow responded that the injection process would be done nearly 24/7 with some downtime for equipment maintenance. He stated that there could be the

possibility of reaching capacity and the next step would be to do an analysis to look at whether the basin could get full and then they would have to stop injecting.

Mayor Carty stated that the water table on upper Linden Avenue is only a few feet down, and he remembered years ago there were artesian wells in Carpinteria and springs in the downtown.

Carpinteria Valley Water District Water District Engineer Bob McDonald stated that a lot of the water seen on upper Linden Avenue is shallow perch water and not the aquifer where they would be storing water.

Vice Mayor Shaw noted that once the water is recycled and reclaimed they would need to use pipelines to get it to the various users. He inquired what impact this would have on upcoming projects such as the freeway and bridges projects. Mr. Morrow responded that the recharge would have the minimum amount of infrastructure because they are only talking about one pipeline to the injection wells and they would rely on the existing potable system. He stated there would be minimum impact, and he referred to the slide showing the proposed pipeline from Linden across the bridge.

Councilmember Stein noted that the City has sought grants in the past and he noticed that there was list showing many communities going after grants and showing Carpinteria on the low end of the populace. He inquired whether the State Water Board would be looking at more populated areas as far as issuing grants. Mr. Morrow responded that the Proposition 1 Recycle Grant is set up to award a minimum for Northern and Southern California; however, it would be first come, first served with a priority in the end use and groundwater recharge getting a higher priority. He stated that the State Water Board would be looking at the yield that communities would be getting for the dollars they would be putting into the project. He also stated that they would be pursuing other grant funds such as Groundwater Basin Management Funds. He noted that according to the rules, the community could receive up to 50% funding versus local match.

Carpinteria Valley Water District Board Director Polly Holcombe stated that one of the things that the State Water Board has said at ACWA conferences regarding Proposition 1 funding is they are going to be looking to agencies working together, and they want to see cooperation and coordination amongst agencies including sanitation and water districts. She inquired whether the partnership with sanitation would be sufficient or whether they should be looking to do with something Montecito or Santa Barbara. Mr. Morrow responded that a local partnership is all that is needed for this portion of funding. He noted that talking about regional partnerships opens up more potential funding; however, there are pros and cons of doing that.

Carpinteria Sanitary District Director Jeff Moorhouse noted that the District has been lobbying at the State and Federal levels for funding for the last two years and they are aware of this project.

Mayor Carty inquired regarding the next steps. Mr. Morrow responded that next steps would be groundwater investigations and lining up the funding financing, the institutional partnerships and regulatory coordination, identifying those pathways and having initial meetings to start discussions. He noted that detail work would be needed for the technical, groundwater side to support the assumptions that have been made. He also noted there has been discussion with the District's hydrogeologist; however, modeling had not been done, and they would still need to refine the cost.

Carpinteria Valley Water District Board Director June Van Wingerden stated that according to her calculations \$33 per month would be added to everyone's water bill.

Carpinteria Sanitary District Board Director Mike Modugno inquired regarding the status of the contract with RMC Water and Environment and whether they were funded to go on to the next level modeling. Mr. Morrow responded that RMC concluded its contractual work. He stated that they would take input from the meeting and finalize their report to submit to the State Water Board for consideration of awarding the remainder of the grant funds.

Carpinteria Valley Water District Water District Engineer Bob McDonald added that the next steps over the next six months would be tightening up some of the costs of the next steps, prepare the hydrogeologic and funding analysis at the staff level, and conduct public outreach.

3. Public comment to be received at this time concerning the matters that are the subject of this meeting.

Hillary Hauser, representing Heal the Ocean, thanked Mr. Morrow for his report and for his work on getting water for groundwater injection. She noted that Heal the Ocean has been involved with the Carpinteria Sanitary District for over 17 years to get septic systems on the public sewer, and the next step would be to reclaim wasted water. She thanked Craig Murray, Charles Hamilton, and Bob McDonald for their efforts. She stated that Heal the Ocean served on the Integrated Regional Water Management Plan Steering Committee and took part in the one-year process of the South Coast Cycle Water Report that produced many of the maps and identifying potential users. She noted that in those discussions, some of the things that came up were what is the cost of running out of water. She also noted that Heal the Ocean prepared a White Paper regarding potable water reuse and its safety, and the County of Orange had much information on its website and You Tube videos.

Bryan Gindoff stated that he had looked at the pie charts showing that Carpinteria receives 52% of its water from the Cachuma Project and that when this project is completed the City will receive approximately 46% of its water from Cachuma. He inquired what analysis was done should the drought situation continue and whether there were other water projects the City could be balancing against such as a desalination plant or any other possibility. He also inquired whether there was a trade-off between other potential projects to deal with the large shortfall if there is no rain.

Verna Gindoff stated that she had questions regarding the technology. She noted that if should there be a lot of rain there would be a need for a lot of maintenance to keep it going. She inquired whether the technology could become obsolete such as the desalination plant in Santa Barbara. She also inquired regarding long-term thoughts about the technology and the possibility of it becoming obsolete, and whether in the next three years a more advanced technology comes along but they have already invested in something that might start to look not as efficient.

Phil Walker, Santa Barbara resident and wastewater treatment plant operator, stated that this was a great project; however, they need to do marketing and outreach. He noted that Santa Barbara's gravity anthracite filter ran well with 4.3 MGD of design flow, and at the high point of the last drought they hit 2 MGD. He also noted there were some maintenance concerns that were not incorporated. He further noted that Santa Barbara now has the Wiggin Ultrafiltration System that produces high quality water with 0.01 MTU, which is better than potable water standards. He stated that it takes a lot of study and they must have everything in order with the secondary treatment system. He also stated that the better the quality in the effluent, the less wear and tear on the ultrafiltration membranes.

Ann Matson, Carpinteria resident, stated that this was wonderful and she is very glad that the City is addressing this important issue. She expressed her hope that everyone will move forward with this project.

Mr. Morrow thanked Ms. Hauser for her comments, and he recommended everyone read Heal the Ocean's White Paper and view Orange County's You Tube videos. He referred to Mr. Walker's comments and noted that the City of Santa Barbara was putting in ultrafiltration membrane, which is basically the first step in the process including reverse osmosis and advanced oxidation. He noted there have been many discussions with Craig Murray about the Sanitary District's current operations and how their effluent will impact the treatment operations. He stated that from a technology perspective, the intent would be for the Water District to make decisions with a long-term vision and not make reactionary drought decisions, which is what happened with the desalination plant. He noted that operating costs are high relative to other opportunities, which are comparable. He also noted that this treatment system has been used by Orange County for about 10 years, other components have been used for 30+ years, and it is the standard for every project. He stated that the community would have the latest

technology when the project is constructed. He noted that the system is set up modular so that it can be upgraded when the capital investment runs out.

Carpinteria Valley Water District Water District Engineer Bob McDonald addressed the question of whether they had looked at other water supplies for the District and stated that other water supplies would include State water on a market basis, Cachuma which would soon no longer be available, and local groundwater. He stated that this project would offset some of the other reliability issues and improve the local groundwater. He also noted that water conservation was another water supply, which would be better than desalination.

4. Adjournment.

The meeting was adjourned at 6:48 p.m. by Mayor Carty.

Gregg A. Carty, Mayor

ATTEST:

Fidela Garcia, CMC, City Clerk

**City of Carpinteria
City Council Minutes
Regular Meeting
Council Chambers
Monday, April 25, 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 Durlinger, 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
Matt Roberts, Director of Parks and Recreation
Steve Goggia, Community Development Director
Shana Farley-Judkins, Associate Planner

PLEDGE OF ALLEGIANCE

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

INTRODUCTIONS, PROCLAMATIONS AND PRESENTATIONS: None.

PUBLIC INFORMATION REPORTS AND ANNOUNCEMENTS: None.

CITY MANAGER'S REPORT

- City's Environmental Review Committee Meeting on April 26 at 1:00 p.m. to review the draft EIR for Carpinteria Avenue Bridge Replacement Project over Carpinteria Creek. The public is invited to attend.

- General Plan/Coastal Plan Update Committee Meeting on April 27 at 5:30 p.m. at City Hall
- City/Carpinteria Unified School District Committee Meeting on April 28 at 4:30 p.m. at City Hall.

PRESENTATIONS BY CITIZENS/PUBLIC COMMENT:

Joyce Donaldson, representing Carpinteria Valley Chamber of Commerce, thanked Mayor Carty for participating in the State of the Community event. She mentioned that the event would be replayed on Channel 8. She invited everyone to attend the mixer at Premier Orthodontics on April 27 where they will be celebrating Cinco de Mayo. She also noted that LinkedIn would be conducting two workshops on May 6.

Michael Baker, Chief Operating Officer for United Boys and Girls Club, thanked Joyce Donaldson and the Chamber of Commerce for a great State of the City event. He noted that the Boys and Girls Club held a ribbon-cutting ceremony last week for their new gym floor. He invited everyone to come see the new gym and he thanked Walter Barrows for his donation to make this possible. He also thanked L.A. 84 Foundation and all who participated in the auction to raise money for the gym floor. He noted that the Carpinteria Auction would be held on June 4 to benefit the local Boys and Girls Club, and tickets are available online at unitedbg.org.

AGENDA MODIFICATION:

Fidela Garcia, City Clerk, noted that an amended contract was presented to the City Council for Item 8 for landscape services, correspondence received after distribution of the agenda packet was provided, and a revised resolution and ordinance was provided for Item 7 related to short-term vacation rentals.

CONSENT CALENDAR

Motion by Councilmember Stein, seconded by Vice Mayor Shaw, to approve the Consent Calendar with resolutions 5657, 5658, 5659, 5660, 5653, 5654, and 5662 as read by title only.

Upon voice vote, motion carried unanimously.

1. Receive the Expenditures Report for the period beginning April 6, 2016 and ending April 19, 2016.
2. Quarterly Review of Investment Results and Certifications Concerning Compliance with Investment Policy and Cash Flow Needs for the next six months.

3. Adopt Resolution Nos. 5657 and 5658, acting to accept and file the mandatory annual report and set the matter of the continuation of Street Lighting District No. 1 for fiscal year 2016-17 for public hearing at the regular City Council meeting of May 23, 2016.
4. Adopt Resolution Nos. 5659 and 5660, acting to accept and file the mandatory annual report and set the matter of the continuation of Right-of-Way Improvement District No. 3 for fiscal year 2016-17 for public hearing at the regular City Council meeting of May 23, 2016.
5. Adopt Resolution Nos. 5653 and 5654, acting to accept and file the mandatory annual report and set the matter of the continuation of Parking and Business Improvement Area District No. 4 for fiscal year 2016-17 for public hearing at the regular City Council meeting of May 23, 2016.
6. Adopt Resolution Nos. 5662, acting to accept the annual report and set a public hearing date for May 23, 2016, for the City Council to consider setting the annual assessment and ordering the construction of the improvement for Assessment District No. 5.

Mayor Carty noted that Councilmembers Stein and Nomura would be recusing themselves from Item 7, and they had requested moving up Committee Reports prior to that item.

Councilmember Stein requested that Item 8 be moved up on the agenda at this time.

ADMINISTRATIVE MATTER: None

OTHER BUSINESS:

8. A Landscape Services Contract for Monthly Maintenance for Select Parks and Parking Lots.

Recommendation: Authorize the City Manager to execute the proposed agreement with Sergio Mota, DBA Real Green Landscape for monthly landscape maintenance services at select City operated locations.

Matt Roberts, Director of Parks and Recreation, presented the staff report. He noted that a revised contract was provided to include three provisions: Item 13 related to compliance with prevailing wage and other laws in California, and 16 & 17 to assert that Real Green Landscape is an independent contractor and not eligible for employee benefits.

Councilmember Stein inquired whether landscape services would go out to bid in the future due to the dollar amount. Mr. Roberts responded that staff intends to seek bids from the other service providers for the same standard of care listed in Exhibit C.

There were no Public Comments.

Motion by Vice Mayor Shaw, seconded by Councilmember Stein, to authorize the City Manager to execute the proposed agreement with Sergio Mota, DBA Real Green Landscape for monthly landscape maintenance Services at select City operated locations.

Upon voice vote, motion carried unanimously.

COMMITTEE REPORTS, INQUIRIES AND OTHER MATTERS PRESENTED BY COUNCILMEMBERS

Councilmember Clark reported that he attended a meeting of the Santa Barbara County Association of Governments where they discussed inadequate gas tax being collected due to fuel-efficient vehicles. He noted that not enough gas tax is being raised to meet the schedule for freeway projects.

Vice Mayor Shaw reported that he attended a League of California Cities dinner meeting in Atascadero where Tim Cromartie, League lobbyist, discussed drones and medical marijuana.

PUBLIC HEARING:

7. 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.

Recommendation: Approve Resolution No. 5644 and Ordinance No. 708, as read by title only, (first reading).

Councilmember Stein recused himself from this item due to a potential conflict of interest because his wife is employed by one of the operators of a complex in the beach area. Councilmember Nomura recused himself from this item due to a conflict of interest

because his wife works in the real estate business. Councilmembers Nomura and Stein stepped down from the dais and exited the Council Chambers at 5:45 p.m.

Dave Durlinger, City Manager, provided a brief overview the public policy issue concerning short-term rentals, growth to areas outside the beach area, rising home prices, and plummeting rental units. He noted there was an absence of guidance and regulations, and there was public controversy regarding this type of use. He stated that staff was seeking regulations because the City of Carpinteria is entirely within the Coastal Zone and is guided by the California Coastal Act and General Plan policies. He also noted there was a lack of affordable housing and rental units within the City, and there was a question regarding whether short-term rentals affect the lack of affordable housing and rental units. He stated that the purpose of the meeting was to draft regulations that would provide balance between services that provide accommodations and protect long-term housing in the community, and the City Council response to concerns from the community which led to the establishment of an interim moratorium.

Steve Goggia, Community Development Director, stated that staff would present the zone code and map of areas where short-term rentals and home-stays would be allowed, and proposed regulations. He also stated that the proposed ordinance would also establish the balance between the priorities of the Coastal Zone and Coastal Act for serving recreational and the agricultural areas. He noted that part of that would be to provide housing for the people who are working in restaurants, hotels, and agriculture industry. He noted that the proposed ordinance would also include enforceable standards to regulate vacation rentals and home-stays.

Shanna Farley-Judkins, Associate Planner, presented the staff report and PowerPoint presentation. She also reviewed the modifications to the resolution and ordinance.

Vice Mayor Shaw stated that when the City Council initially began to look into short-term vacation rentals the public became aware and expressed concern with what kind of impacts this would have for people interested in applying for a permit. Mrs. Farley-Judkins noted that after the initial discussion by the City Council, the City received 10 to 15 applications for vacation rentals before adoption of the moratorium.

Councilmember Clark stated that he reviewed ordinances from other jurisdictions and noticed that some include sections on enforcement. He inquired whether the proposed ordinance also included a component for enforcement. Mrs. Farley-Judkins responded that staff reviewed a variety of different ordinances and sections related to enforcement, and staff believed that current code enforcement regulations would be appropriate and could be used. She noted that the City Attorney provided the legislative subpoena process, which would be added to the enforcement policy. Mr. Goggia added the ordinance includes a section where the City could revoke a permit for violating the code.

Mayor Carty opened the Public Hearing at 6:28 p.m.

Joan Faith, President of Sunset Shores and 40-year Carpinteria resident, questioned how 115 units were determined for the one side of Sandyland Road and whether this included every single apartment in Solimar Sands, La Cabaña, and Sunset Shores. She also expressed concern with the City Council placing a cap on the number of units that could be rented. She also expressed concern regarding whether owners would have the ability to rent their units if they are unable to live in them due to medical reasons, and whether her daughter would be able to rent her unit once she inherits the property.

Denver Compton, resident on Oak Avenue, inquired whether staff had looked at all of the online advertising for Airbnb to see how many vacation rentals are in Carpinteria and how many are not registered with the City. He noted that he lives in a single-family residency area, and he asked that the City Council keep holiday rentals out of those areas. He stated that it appeared the ordinance would expand short-term rentals to include home-stays into those areas, and he expressed his hope that this would not occur. He asked that the City provide a list of where the non-conforming units are located, and he asked the City Council to consider raising the fees. He also expressed his support for keeping these types of units south of the railroad tracks.

Vera Benson, resident on Lomita Drive, expressed concern with having short-term vacation rentals in residential areas. She noted that the goal of the General Plan is to protect their small, rural beach town. She also noted that one of her friends who owns a unit on the beach has a neighbor who rented their unit to 20 people, which caused her concern. She expressed concern that additional short-term vacation rentals would bring more vehicles and create parking issues in residential areas. She asked the City Council to follow the General Plan of sustaining a small, rural beach town.

Charles R. Alleman, Jr. stated that he and his wife own a unit at Carpinteria Shores. He noted that he is a CPA with over 40 years experience and he has invested a sizable portion of his net worth in this community. He commented that his focus was Alternative 2, which removes the cap entirely for Areas A and B and the possibility that 320 vacation rentals could result. He stated that there has been a drop in rental units in Carpinteria Shores with no caps and no regulation, and economic conditions should allow owners to make the appropriate decision that fit their needs. He urged the City Council not to adopt Ordinance No. 708, Chapter 14.47.090 and strongly recommended adoption of Alternative 2.

Gail Marshall stated that she continues to support keeping vacation rentals south of the railroad tracks and limiting the number of units. She noted that most of the existing rentals are in Areas A and B, which total 150 units. She also noted that Areas C and D have 38 units and could be capped at that number since this is further inland, giving a total of 188. She expressed her support for capping or limiting short-term vacation rentals. She stated she did not support the maximum allowed under Alternative 2, nor did she support having vacation rental licenses transferrable to heirs. She also expressed her support for a five-year amortization period. She stated that she did not support grandfathering in through a conditional use permit. She also stated that

vacation rentals are a licensed use, not a land use permit, and she did not believe there would be an economic benefit for providing accommodations to tourists, especially in the downtown area. She commented that the long-term answers lie in the upcoming General Plan Update process.

Eric Bush, local business owner and lifetime resident, stated that tourism is a vital part of the community so that businesses may succeed and that more than 60 percent of his business is tourism. He also stated that zoning should be regulated, enforced, and taxed, and that he believed it should be up to the homeowners to decide whether to rent their units. He noted that vacation rentals are for families that want to stay and allow use of a kitchen. He commented that business would suffer if tourism were to shrink in the community.

Laurie Neil, Carpinteria resident, commended Councilmember Clark on his efforts regarding this issue. She stated that she lives in PRD multi-family old town area and her concern was enforcement of the ordinance. She also stated she wanted to see no short-term vacation rentals in residential neighborhoods because she believed it would be difficult to enforce. She noted that local law enforcement have mentioned it would be helpful if there were a local noise ordinance, and she suggested the City Council should consider attaching this to the proposed ordinance as well.

Leslie Gascoigne, resident on Olive Avenue, stated she was against short-term vacation rentals. She also stated the City should follow the General Plan and its goal to preserve small town and family oriented residential neighborhoods. She noted that the City has many motels, hotels, short-term rentals, and campground space, and more hotels are currently in the planning process. She also noted there was a lack of long-term rental units for local people. She asked the City Council to keep in mind that almost every person who supports short-term vacation rentals has a financial stake in preserving and expanding these types of units. She asked the City Council to limit the amount of short-term vacation rentals allowed to the south of the railroad tracks, and set of cap of 198 total in Areas A, B, C, and D as specified in Alternative 1.

Rachael Nunez, 13-year business owner, noted that she was raised in the City. She stated that if the residents feel that tourism is not important and the City Council limits what brings business to the city, then all of the residents must shop in her store, the Blue Orchid Boutique, and help her stay in business. She noted that she has experienced 35 to 40 percent decrease in sales during the past year. She stated that families come for short-term rentals in Carpinteria, and she expressed concern with the City seizing the rights of owners to use their property.

Louise Hansen, resident on Olive Avenue, stated that short-term vacation rentals have historically been in the beach area; however, they are now appearing in the residential areas. She noted that she has many friends who work in Carpinteria but are unable to live here, and she believed that vacation rentals lessens the housing pool for people to rent or buy. She expressed her support for short-term rentals south of the railroad

tracks. She noted that next door to her home was a vacation rental unit that had become a party zone and had become a nightmare. She stated that she has called the Sheriff's Department; however, they do not come. She expressed her hope that the City Council will place a cap, and she expressed her support for short-term vacation rentals in the beach area.

Whitney Noll stated that she and her husband Nathan own Pacific Health Foods on Linden Avenue. She expressed her concern with the elimination of vacation rentals in the downtown area. She stated that their business is thriving, they like to give back to the community, and tourism business allows them to do so. She noted that they get many families from Washington and Oregon who stay for 10 days in January and February and shop their store because they believe in the products they sell. She expressed concern that elimination of vacation rentals in the downtown area will hurt their business.

Jim Reginado stated that people want to live in their residential neighborhoods and not live next to a motel. He noted that the staff report indicated there are one million visitors to the state park for daily and camping use annually and there are also 600 hotel rooms for 1,200 people per day. He also noted that the City holds various festivals and events throughout the year that brings tourism. He stated that if businesses cannot survive without these tourists, then they need a different business model. He expressed his support for short-term vacation rentals south of the railroad tracks and nothing north of the railroad tracks. He also stated that he does not support five-year amortization because two years should be sufficient time for property owners to wrap up their business by either selling their property or renting them out long-term.

William Reed, 30-year resident, stated that his property is legal, permitted, properly run, is not non-conforming; however, the City was trying to make it non-conforming. He commented that the Planning Commission sent a proposal to the City Council that was perfect for everybody, which included restricting the number of units which he supports, keeping it in the PRD 20 zoning, and not having it only at the beach. He stated that he had not heard one reason why the Planning Commission's proposal was discarded. He noted that he brought back an economic impact study for the City of Santa Barbara that he requested the City to prepare, and he asked the City Council to review it. He stated that the study shows what it would do to businesses in town and to city taxes, and that it is not all negative. He noted that the City talks about affordable housing and he believed that what the City was trying to do was change the zoning to negatively impact properties and drop property values so they become more affordable. He noted that the Planning Commission nearly reaffirmed their original proposal; however, the overlay zone was appearing once again during tonight's presentation. He stated that the Planning Commission did not support the overlay at their previous meeting. He inquired regarding the types of requirements for impacts when changing zoning and he suggested the City needed to conduct an economic study for businesses and for the City.

Lynn Gates, local realtor who has managed long-term and short-term rentals in the Carpinteria area for over 13 years, expressed her concern with the proposed short-term vacation rental ordinance. She noted that short-term renters are not tenants and they can be asked to leave immediately if they are interrupting neighbors. She addressed concerns regarding impacts that short-term rentals may have with availability and cost of local housing, and she stated that she imagined the goal of the ordinance would be to maintain longer term rental properties and perhaps restore some short-term rental properties back to full-time homes. She noted that the short-term rental pool is a not year-round season and investors are not buying within the City to make money on short-term rentals. She stated that the buyers want homes in this community, and they rent out their homes when they are not here. She also stated that placing caps would lead to second homes being left vacant and fewer tourists. She suggested the City Council explore where affordable and long-term rentals exist, why the City is losing them, what situations enforce and create new rental opportunities, and how the City could encourage developers to build apartments and entry level housing as well as hotels. She asked the City Council to reconsider the proposed ordinance and start over.

Stella Anderson, realtor and local homeowner, stated she has a part-time vacation rental, and she spoke in support of proposed Ordinance No. 708. She also spoke in support of not having a cap on PRD 20 properties because they are in areas that are close to the railroad tracks and close to the City.

Helene Mira, 30-year mortgage broker, stated that she has done loans for properties in Carpinteria mostly for beach properties. She also stated that she was present to explain why people have short-term rentals in that zone. She noted that most buyers are middle class people who buy these units in order to do short-term rentals to offset their expenses, and they are really buying them as second homes. She stated that she owns four units in the Sandy Land corridor, two are licensed as short-term vacation rentals, and the other two are vacant because of the moratorium. She commented that it would be a disservice if the City Council were to place a cap on the Sandy Land corridor. She noted that Beach Club does not allow short-term rentals and they should not be included in the numbers. She asked the City Council to remove the cap from the proposed ordinance.

Tom Livingston, Colorado resident and owner of a condominium in the beach area noted that he purchased his unit for his use while he is in the area and that his unit is not booked at all times. He also noted that he has two or three bookings for the summer, and he has had a license since day one for the past nine years. He stated he is not in support of a cap the beach area.

Joan Faith returned to address the City Council and stated that short-term rentals are only eight weeks long, and they give the City over \$20,000 per year in transient occupancy tax for that eight-week period.

Betty Songer, resident on Calle Pacific, expressed concern regarding enforcement especially in single-family neighborhoods. She noted that there are two houses that are rented for three or four months, and she asked whether regulations could be expedited.

Mayor Clark closed the Public Hearing at 7:22 p.m.

Motion by Councilmember Clark to approve staff's recommendation with the tight cap and two-year amortization.

Jena Acos on behalf of Brownstein Hyatt Farber Schreck, LLP, acting as City Attorney of the City of Carpinteria Attorney of the City of Carpinteria stated that in the past they presented three different amortization options to the Planning Commission and to the City Council, including a short, middle, and long amortization period. She noted that there is no case on point for short-term rentals; however, if they look at the cases that do deal with amortization, the medium term amortization period of three to five years appeared to be favored. She stated that in general, amortization periods are generally done on a case-by-case basis, which could become very burdensome for staff, and this was why she believed past Planning Commissioners and City Councils supported medium term amortization.

Peter Brown on behalf of Brownstein Hyatt Farber Schreck, LLP, acting as City Attorney of the City of Carpinteria Attorney of the City of Carpinteria stated that they recommend the three to five year term because there are some court cases that seem to favor that.

Vice Mayor Shaw stated that the graduated cap seemed to be best for Area A and many of the speakers were interested in having more than 95 units in Area B. He also stated that he was comfortable with Areas C and D with the tight cap and blend something in there. Councilmember Clark expressed his support; however, he stated there were other aspects such as transferability. Vice Mayor Shaw agreed and noted there was still the issue of transferability for heirs. He noted that staff had indicated that the City Council could figure out a way to address that issue. Ms. Judkins stated that this could be handled through an administrative policy to deal with special circumstances.

Councilmember Clark noted that other types of licenses, such as a liquor license, could be transferred in this manner. Mrs. Farley-Judkins noted that a liquor license is different because it is more of a land use permit and can be sold from place to place.

Mayor Carty addressed Councilmember Clark and inquired whether his motion included home-stays. Councilmember Clark responded that he supported the alternatives for Areas A and B, and the alternatives for Areas C and D. Mrs. Farley-Judkins clarified that the graduated cap in Area A would have a cap of 60% with 55 units; Area B would be 50% with 115 units; Alternative 1 includes a tighter cap for Area C at 15% for 30 total units; and Area D would be 15% with 18 units.

Vice Mayor Shaw seconded the motion.

Mayor Carty stated that he would prefer a different motion. He stated that he wanted to protect single-family neighborhoods and he did not support vacation rentals in R-1 neighborhoods. He also stated that the City needed a balance of tourists, and he expressed concern that capping and lottery causes confusion. He expressed support for lifting the cap on all four areas, including Sandyland to the railroad tracks, and allowing the homeowners to have a choice.

Vice Mayor Shaw noted that the proposed ordinance would need to be forwarded to the Coastal Commission for their review and consideration. He also noted that there were two views, with one being serving visitors and the other being workforce housing. He stated that if the ordinance is forwarded with no cap the Coastal Commission might send it back to the City. He noted that Areas C and D have many single-family homes and condominiums with long-term residents, and if the City were to open it to no cap there may be many people who will not be living there much longer if the owners decide to change these units to short-term rentals.

Mayor Carty noted that some homeowners associations in the City do not allow short-term rentals, and he stated that it did not seem right for the City to allow some short-term rentals in some areas and not in others. He also stated that this should be at the owner's discretion.

Councilmember Clark stated that he agreed with Vice Mayor Shaw that short-term rentals are reducing availability of affordable housing down to zero while the price of short-term rental units are skyrocketing. He noted that there are people coming into town purchasing residential projects, kicking out the tenants, and renting the units to tourists. He stated that he continued to contend that residential zoning descriptions, including PRD, do not include short-term rentals. He also stated that the proposed action the City Council was taking would be to legally permit short-term rentals with restrictions. He noted that short-term rentals are not addressed in the residential and PRD zoning codes; however, they are mentioned in PUD, commercial, and resort zoning codes. He stated that property rights are derived from the basis of the zone codes, and the action taken tonight would specify short-term rentals in the zone code.

Mayor Carty stated that he believed short-term rentals should be in all areas and not just part of them. He also stated that limiting short-term rentals would lead to many issues. He expressed his support for no cap, no lottery, less administration, less enforcement, and less burdensome cost for the City.

Vice Mayor Shaw inquired regarding the number of single-family residences in Area D. Mrs. Farley-Judkins responded that Area D included 48 single-family residences, 11 condominiums, 14 duplexes, 7 triplexes, 1 4-unit, and 1 6-unit. Vice Mayor Shaw stated that he would support graduated caps in Areas C and D because of the number of single-family residences. He stated that his concerns regarding Areas A and B were

that many people work in the City but cannot purchase a home in this area because there are too many short-term vacation rentals. He also stated that this was why he was concerned regarding opening the entire area to short-term rentals because people will be unable to locate long-term housing. He also expressed concern that technology industry will not come to the City if there is no housing for their employees.

Mayor Carty commented that the ordinance could be amended in the future.

Vice Mayor Shaw stated that it was difficult for the City Council because there were only three Councilmembers who could make this decision and they must agree unanimously. He inquired whether the City Council could extend the moratorium one more year. Mrs. Farley-Judkins responded that the moratorium is in place until October, and at that time or before the moratorium could be extended one more year.

Vice Mayor Shaw commented that it would be valuable if the conflicted Councilmembers could participate in a workshop and he inquired whether it was possible to receive their input. Mr. Durflinger responded that there was no way to receive input from the conflicted Councilmembers because it would not have an affect on the formal process and it could violate certain laws. He addressed the question regarding timing and noted that the City would need to send the proposed ordinance to the Coastal Commission. He stated that staff anticipates presenting an extension of the moratorium to the City Council even if the City Council acts tonight. He noted that it would take some time for the Coastal Commission to take an action, and it could take up to a year for the Coastal Commission to agendaize matters. He stated that once the Coastal Commission takes action, the proposed ordinance would be brought back to the City Council for the second reading. He noted that there was a possibility that the ordinance will not come back the same as presented to the Coastal Commission, and the City Council will need to decide whether to accept any changes or send something back for additional discussion with the Coastal Commission.

Peter Brown on behalf of Brownstein Hyatt Farber Schreck, LLP, acting as City Attorney of the City of Carpinteria Attorney of the City of Carpinteria stated that per State law an ordinance is adopted after two readings. He explained that the first reading is an introduction, which was being done tonight, and the second reading is passage of the ordinance. He noted that in the City's case, because the City is in the Coastal Zone and the City would be amending its local Coastal Program, the Coastal Commission has an automatic review. He stated that the City provides that review between the first and second reading of the ordinance and if the City Council takes action tonight the ordinance would be sent to the Coastal Commission and at some point in the future the Coastal Commission will review the matter, take some sort of action, and send it back to the City. He also stated that the City Council would hold another hearing and at some point the City Council would be in a position to take a second reading to adopt the ordinance with the Coastal Commission's input. He noted that the ordinance would become effective 30 days after the second reading, and in the meantime the moratorium would remain in place.

Councilmember Clark called for the question.

Fidela Garcia, City Clerk, read Ordinance No. 708 in title only. Ordinance No. 708, An Ordinance of the City Council of the City of Carpinteria, California, amending Title 14 of the Carpinteria Municipal Code, to create the Vacation Rental Overlay District and adding and amending zoning regulations pertaining to the establishment and operation of short-term rentals.

Mr. Durflinger asked for clarification by stating he understood the Cap choice was for Areas A and B as recommended by staff with graduated cap, and Areas C and D was the same in both the graduated cap and the tight Cap. He noted there was discussion regarding the amortization period and inquired whether the motion included a modification to staff's recommended amortization period of five years. Mayor Clark responded that it was not included in the motion.

Roll call on motion:

AYES: Clark, Shaw, and Carty

NOES: None

ABSENT: Nomura and Stein

ABSTAIN: None

Motion carried.

ATTENDANCE OF COUNCILMEMBERS FOR FUTURE MEETINGS

All Councilmembers are expected to be in attendance at the May 9, 2016 City Council meeting.

ADJOURNMENT

The meeting was adjourned at 7:50 p.m. by Mayor Carty.

Gregg A. Carty, Mayor

ATTEST:

Fidela Garcia, CMC, City Clerk



City of Carpinteria

COUNCIL AGENDA STAFF REPORT May 9, 2016

ITEM FOR COUNCIL CONSIDERATION

Expenditures for the period beginning April 20, 2016 and ending May 2, 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 April 20, 2016 and ending May 2, 2016.

Staff contact: Monique Epley, Finance Supervisor
(805) 684-5405 ext. 406

moniquee@ci.carpinteria.ca.us

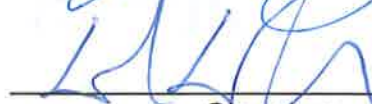

Signature

Reviewed by: John Thornberry, Admin. Services Director



Signature

Reviewed by: Dave Durflinger, City Manager



Signature

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05/02/16

CITY OF CARPINTERIA
Warrant Register
April 20 through May 2, 2016

Date	Num	Name	Source Name	Memo	Account	Paid Amount
04/20/16	87942	A T & T MOBILITY	A T & T MOBILITY	ACCOUNT 337015224648	1000101 · Operating Cash 10	
04/06/16	3370152246...		A T & T MOBILITY	PW CREW	1013308 · Supplies & Materials 13	(45.27)
			A T & T MOBILITY	PW CREW	3332308 · Supplies & Materials 32	(98.51)
			A T & T MOBILITY	PW CREW	2531308 · Supplies & Materials 31	(18.51)
TOTAL						(162.29)
04/20/16	87943	AG ENT INC	AG ENT INC		1000101 · Operating Cash 10	
03/01/16	15682		AG ENT INC	BF TEST	2361221 · Miscellaneous Contracts	(80.00)
03/01/16	15680		AG ENT INC	BF TEST	2862308 · Supplies & Materials 62	(45.00)
03/01/16	15674		AG ENT INC	BF TEST	2361221 · Miscellaneous Contracts	(80.00)
03/01/16	15679		AG ENT INC	PROJ 4865	1000251 · Development Deposits	(80.40)
			AG ENT INC	LIBRARY	4865309 · Misc Operating Expens...	(39.60)
03/01/16	15672		AG ENT INC	BF TEST	2361221 · Miscellaneous Contracts	(80.00)
03/07/16	15677		AG ENT INC	BF TEST	2361221 · Miscellaneous Contracts	(45.00)
03/07/16	15681		AG ENT INC	BF TEST	2361221 · Miscellaneous Contracts	(45.00)
04/05/16	15754		AG ENT INC	BF TEST	2361221 · Miscellaneous Contracts	(45.00)
TOTAL						(540.00)
04/20/16	87944	ALAMO SELF STORAGE	ALAMO SELF STO...	OFFSITE STORAGE FEES	1000101 · Operating Cash 10	
04/17/16			ALAMO SELF STO...	OFFSITE STORAGE FEES	1013221 · Miscellaneous Contract...	(335.00)
TOTAL						(335.00)
04/20/16	87945	AT & T MOBILITY	AT & T MOBILITY	ACCOUNT 828848611	1000101 · Operating Cash 10	
04/05/16	828848611		AT & T MOBILITY	POOL SUPT	4866308 · Supplies & Materials 66	(99.00)
			AT & T MOBILITY	ASP/AC	4868308 · Supplies & Materials 68	(62.87)
			AT & T MOBILITY	PARK MTC	2862308 · Supplies & Materials 62	(12.89)
			AT & T MOBILITY	BEACH	2862308 · Supplies & Materials 62	(57.87)
TOTAL						(232.63)
04/20/16	87946	BILL SPIEWAK	BILL SPIEWAK	INVOICE #104289	1000101 · Operating Cash 10	
03/25/16	104289		BILL SPIEWAK	ARBORIST SERVICES	3332220 · Public Tree Maintenance	(560.00)
TOTAL						(560.00)
04/20/16	87947	BOB TRAUTZ LAND DEV CO, INC	BOB TRAUTZ LAN...	INVOICE 4939	1000101 · Operating Cash 10	
04/18/16	4939		BOB TRAUTZ LAN...	COMMUNITY GARDEN GRANT	2000261 · Deferred Revenue 20	(7,023.13)
TOTAL						(7,023.13)
04/20/16	87948	CACEO	CACEO	INVOICE 20002502	1000101 · Operating Cash 10	

5:12 PM

05/02/16

CITY OF CARPINTERIA
Warrant Register
 April 20 through May 2, 2016

Date	Num	Name	Source Name	Memo	Account	Paid Amount
04/13/16	200002502		CACEO	CACEO TRAINING - ANGELES	1030306 · Meetings & Travel 30	(75.00)
TOTAL						(75.00)
04/20/16	87949	CAL-COAST MACHINERY, INC.	CAL-COAST MACH...	INVOICE 314088	1000101 · Operating Cash 10	
03/25/16	314088		CAL-COAST MACHI...	PW SHOP	2531307 · Vehicle Oper & Mainten...	(837.32)
TOTAL						(837.32)
04/20/16	87950	CARDIAC SCIENCE INC	CARDIAC SCIENC...	1678775	1000101 · Operating Cash 10	
03/10/16	1678775		CARDIAC SCIENCE...	DEFIBRILLATION SUPPLIES	2862308 · Supplies & Materials 62	(461.06)
TOTAL						(461.06)
04/20/16	87951	CARPINTERIA LOCK & KEY	CARPINTERIA LOC...	INVOICE #1158	1000101 · Operating Cash 10	
04/12/16	1158		CARPINTERIA LOC...	CITY HALL	1013224 · Interior Maintenance	(119.99)
TOTAL						(119.99)
04/20/16	87952	CARPINTERIA VALLEY LUMBER CO	CARPINTERIA VAL...	ACCOUNT 164	1000101 · Operating Cash 10	
04/04/16	MAR 2016 ...		CARPINTERIA VAL...	STREET LIGHTING	2923220 · Street Lighting	(19.96)
TOTAL						(19.96)
04/20/16	87953	CARPINTERIA VETERINARY HOSPITAL INC	CARPINTERIA VET...		1000101 · Operating Cash 10	
03/04/16	252444		CARPINTERIA VET...	DOG LICENSE	1047213 · Animal Sheltering	(35.00)
03/11/16	252831		CARPINTERIA VET...	DOG LICENSE	1047213 · Animal Sheltering	(30.00)
03/18/16	253211		CARPINTERIA VET...	DOG LICENSE	1047213 · Animal Sheltering	(30.00)
03/31/16	253958		CARPINTERIA VET...	DOG LICENSE	1047213 · Animal Sheltering	(20.00)
TOTAL						(115.00)
04/20/16	87954	CENTRAL COAST IMAGING SOLUTIONS	CENTRAL COAST I...		1000101 · Operating Cash 10	
04/13/16	AR32793		CENTRAL COAST I...	COPIER SERVICING	1018222 · Equipment Maintenance	(159.03)
04/13/16	AR32792		CENTRAL COAST I...	COPIER SERVICING	1018222 · Equipment Maintenance	(864.02)
TOTAL						(1,023.05)
04/20/16	87955	COASTAL VIEW NEWS	COASTAL VIEW N...		1000101 · Operating Cash 10	
03/14/16	47579		COASTAL VIEW NE...	EMPLOYMENT AD	1016303 · Recruitment Advertising	(90.00)
04/12/16	47787		COASTAL VIEW NE...	PET AD	1022303 · Printing & Advertising	(50.00)
04/14/16	47799		COASTAL VIEW NE...	EMPLOYMENT AD	1016303 · Recruitment Advertising	(121.80)
04/14/16	47790		COASTAL VIEW NE...	FIRST FRIDAY	1044302 · Marketing Materials	(768.00)

5:11 PM

05/02/16

CITY OF CARPINTERIA
Warrant Register
April 20 through May 2, 2016

Date	Num	Name	Source Name	Memo	Account	Paid Amount
TOTAL						(1,029.80)
04/20/16	87956	DATA TICKET INC	DATA TICKET INC	INVOICE 68860	1000101 · Operating Cash 10	
03/30/16	68860		DATA TICKET INC	CITATION PROCESSING	1022214 · Hearing Officer	(145.00)
TOTAL						(145.00)
04/20/16	87957	DRAKE HAGLAN & ASSOCIATES, INC.	DRAKE HAGLAN &...	INVOICE #12034-43	1000101 · Operating Cash 10	
04/05/16	12034-43	15016	DRAKE HAGLAN & ...	HBR GRANT	2000261 · Deferred Revenue 20	(7,955.36)
		15016	DRAKE HAGLAN & ...	HBR GRANT	2079614 · FHWA HBR 20	(7,955.38)
		15016	DRAKE HAGLAN & ...	DIF PROGRAM HIGHWAY BRIDGES & INTERC...	3100232 · DIF Highway Interchange	(1,030.71)
		15016	DRAKE HAGLAN & ...	DIF PROGRAM HIGHWAY BRIDGES & INTERC...	3179616 · FHWA HBR 31	(1,030.71)
TOTAL						(17,972.16)
04/20/16	87958	FIRST BANKCARD	FIRST BANKCARD	5246	1000101 · Operating Cash 10	
03/28/16	5246		FIRST BANKCARD	POOL	4868308 · Supplies & Materials 68	(25.88)
			FIRST BANKCARD	LATE FEE	2862308 · Supplies & Materials 62	(39.00)
			FIRST BANKCARD	SWIM LESSONS	4866308 · Supplies & Materials 66	(59.00)
			FIRST BANKCARD	PARKS	2361221 · Miscellaneous Contracts	(96.73)
			FIRST BANKCARD	POOL	4866338 · Chemicals	(248.40)
			FIRST BANKCARD	POOL	4866350 · Supplies for Resale	(216.96)
			FIRST BANKCARD	INTEREST CHARGES	2862308 · Supplies & Materials 62	(28.25)
			FIRST BANKCARD	BEACHES	2862308 · Supplies & Materials 62	(41.46)
TOTAL						(755.68)
04/20/16	87959	HASLER	HASLER	7900-0110-3770-5400	1000101 · Operating Cash 10	
04/11/16	7900-0110-...		HASLER	POSTAGE	1013302 · Postage 13	(1,000.00)
TOTAL						(1,000.00)
04/20/16	87960	IMPULSE INTERNET SERVICES	IMPULSE INTERNE...	825185	1000101 · Operating Cash 10	
04/11/16	825185		IMPULSE INTERNE...	TELEPHONE SERVICE	1018222 · Equipment Maintenance	(89.95)
			IMPULSE INTERNE...	TELEPHONE SERVICE	1013301 · Telephone 13	(2,042.25)
TOTAL						(2,132.20)
04/20/16	87961	MCCORMIX CORP	MCCORMIX CORP	INVOICE #914526	1000101 · Operating Cash 10	
03/31/16	914526		MCCORMIX CORP	PW VEHICLE FUEL	3332307 · Vehicle Oper & Mainten...	(236.02)
TOTAL						(236.02)
04/20/16	87962	MIMAKI PROPERTIES LIMITED PARTNER...	MIMAKI PROPERTI...	PROJECT 5591 REFUND PERFORMANCE BO...	1000101 · Operating Cash 10	

5:12 PM

05/02/16

CITY OF CARPINTERIA
Warrant Register
April 20 through May 2, 2016

Date	Num	Name	Source Name	Memo	Account	Paid Amount
04/20/16	PROJ 5591 ...		MIMAKI PROPERTI...	PROJ 5591 RELEASE PERFORMANCE BOND	3100267 · Bonds Other Performan...	(15,124.85)
TOTAL						(15,124.85)
04/20/16	87963	PRIESTMAN ELECTRIC	PRIESTMAN ELEC...	INVOICE 6536	1000101 · Operating Cash 10	
03/25/16	6536		PRIESTMAN ELEC...	PROJ 4865 MEDICAL CLINIC	1000251 · Development Deposits	(638.91)
TOTAL						(638.91)
04/20/16	87964	SANTA BARBARA COUNTY, SHERIFF'S D...	SANTA BARBARA ...		1000101 · Operating Cash 10	
03/18/16	16-221		SANTA BARBARA ...	APRIL CONTRACT SERVICES	1021214 · SB County Sheriff	(276,199.42)
			SANTA BARBARA ...	APRIL CONTRACT SERVICES	1000150 · COPS Grant Receivable	(8,333.33)
			SANTA BARBARA ...	APRIL CONTRACT SERVICES	1121214 · SB County Sheriff 11	(1,303.25)
03/21/16	16-226		SANTA BARBARA ...	SHERIFF OVERTIME	1021215 · Sheriff's Overtime	(553.47)
03/31/16	16-231		SANTA BARBARA ...	SHERIFF OVERTIME	1021215 · Sheriff's Overtime	(1,177.13)
04/04/16	16-232		SANTA BARBARA ...	SHERIFF OVERTIME	1021215 · Sheriff's Overtime	(351.14)
TOTAL						(287,917.74)
04/20/16	87965	SO CA EDISON	SO CA EDISON	2-01-201-6465	1000101 · Operating Cash 10	
04/08/16	2-01-201-64...		SO CA EDISON	STREET LIGHTING	2923220 · Street Lighting	(7,407.37)
TOTAL						(7,407.37)
04/20/16	87966	SO CA GAS COMPANY	SO CA GAS COMP...		1000101 · Operating Cash 10	
04/08/16	016-913-95...		SO CA GAS COMP...	CIVIC CENTER	1013314 · Utility - Natural Gas	(374.48)
04/08/16	006-514-27...		SO CA GAS COMP...	COMMUNITY POOL	4866314 · Utility - Natural Gas 66	(1,142.28)
04/11/16	014-914-32...		SO CA GAS COMP...	SEASIDE	4865309 · Misc Operating Expens...	(35.70)
04/11/16	140-914-30...		SO CA GAS COMP...	PROJ 4865	1000251 · Development Deposits	(89.29)
			SO CA GAS COMP...	VETS HALL	4865309 · Misc Operating Expens...	(43.97)
TOTAL						(1,685.72)
04/20/16	87967	STAPLES ADVANTAGE	STAPLES ADVANT...		1000101 · Operating Cash 10	
03/25/16	3297086595		STAPLES ADVANT...	POOL OFFICE SUPPLIES	4866308 · Supplies & Materials 66	(266.68)
03/26/16	3297243502		STAPLES ADVANT...	OFFICE SUPPLIES	1013308 · Supplies & Materials 13	(332.60)
03/26/16	3297243487		STAPLES ADVANT...	POOL OFFICE SUPPLIES	4866308 · Supplies & Materials 66	(278.72)
TOTAL						(878.00)
04/20/16	87968	SUMMERLAND WINERY	SUMMERLAND WI...	INVOICE SW4942	1000101 · Operating Cash 10	
04/20/16	SW4942		SUMMERLAND WI...	POOL TILE WALL GRANT	2000261 · Deferred Revenue 20	(466.56)
TOTAL						(466.56)

5:11 PM

05/02/16

CITY OF CARPINTERIA
Warrant Register
April 20 through May 2, 2016

Date	Num	Name	Source Name	Memo	Account	Paid Amount
04/20/16	87969	SUN COAST RENTALS	SUN COAST RENT...	INVOICE 31962	1000101 · Operating Cash 10	
03/30/16	31962		SUN COAST RENT...	COMMUNITY GARDEN GRANT	2000261 · Deferred Revenue 20	(18.15)
TOTAL						(18.15)
04/20/16	87970	VAZQUEZ, JOE	VAZQUEZ, JOE	HHW DAY BBQ REIMBURSEMENT 2016	1000101 · Operating Cash 10	
04/06/16	ABOP 2016		VAZQUEZ, JOE	HHW DAY BBQ REIMBURSEMENT 2016	3937308 · Supplies & Materails 37	(39.97)
TOTAL						(39.97)
04/20/16	87971	WEST GROUP	WEST GROUP	565-139-500	1000101 · Operating Cash 10	
03/31/16	833733045		WEST GROUP	SUBSCRIPTION PRODUCT CHARGES	1051305 · Dues & Subscriptions 51	(136.66)
TOTAL						(136.66)
04/20/16	87972	WISSING, ALICE	WISSING, ALICE	PC 03-21-16	1000101 · Operating Cash 10	
03/21/16	PC 03-21-16		WISSING, ALICE	MISC PC MINUTES	1041225 · Misc. Planning Contracts	(360.00)
TOTAL						(360.00)
04/20/16	87973	BIG GREEN CLEANING COMPANY	BIG GREEN CLEA...		1000101 · Operating Cash 10	
03/30/16	474140		BIG GREEN CLEAN...	CARP CREEK	3937302 · Environmental Services	(65.00)
03/30/16	474147		BIG GREEN CLEAN...	CARP CREEK	3937302 · Environmental Services	(197.00)
TOTAL						(262.00)
04/20/16	87974	LIFE ASSIST	LIFE ASSIST	INVOICE #746642	1000101 · Operating Cash 10	
03/31/16	746642		LIFE ASSIST	FIRST AID SUPPLIES @ BEACH	2862308 · Supplies & Materials 62	(490.68)
TOTAL						(490.68)
04/20/16	87975	MUNICIPAL CODE CORPORATION	MUNICIPAL CODE ...	INVOICE #00268477	1000101 · Operating Cash 10	
03/31/16	00268477		MUNICIPAL CODE ...	MUNICODE UPDATES	1011221 · Contract Services 11	(1,875.63)
TOTAL						(1,875.63)
04/20/16	87976	STAPLES ADVANTAGE	STAPLES ADVANT...		1000101 · Operating Cash 10	
03/31/16	3297743890		STAPLES ADVANT...	PW SUPPLIES	2531308 · Supplies & Materials 31	(110.13)
03/31/16	3297743915		STAPLES ADVANT...	PW SUPPLIES	2531308 · Supplies & Materials 31	(19.39)
03/31/16	3297743912		STAPLES ADVANT...	PW SUPPLIES	2531308 · Supplies & Materials 31	(111.03)
03/31/16	3297743910		STAPLES ADVANT...	OFFICE SUPPLIES	1013308 · Supplies & Materials 13	(13.17)
03/31/16	3297743907		STAPLES ADVANT...	POOL SUPPLIES	4866308 · Supplies & Materials 66	(64.79)
03/31/16	3297743903		STAPLES ADVANT...	PW SUPPLIES	2531308 · Supplies & Materials 31	(49.12)

5:12 PM

05/02/16

CITY OF CARPINTERIA
Warrant Register
April 20 through May 2, 2016

Date	Num	Name	Source Name	Memo	Account	Paid Amount
TOTAL						(367.63)
04/20/16	87977	TRI-CO BLUE PRINT & SUPPLY	TRI-CO BLUE PRIN...	40842	1000101 · Operating Cash 10	
03/29/16	40842		TRI-CO BLUE PRIN...	SCANNING SERVICES	1041222 · Records Conversion Pr...	(1,712.83)
TOTAL						(1,712.83)
04/20/16	87978	ZUMAR INDUSTRIES INC.	ZUMAR INDUSTRI...	0164061	1000101 · Operating Cash 10	
03/30/16	0164061		ZUMAR INDUSTRIE...	SIGNAGE	3332308 · Supplies & Materials 32	(109.95)
TOTAL						(109.95)
04/20/16	87979	HUGO'S AUTO DETAIL	HUGO'S AUTO DE...	FEB-MAR 2016 SERVICES	1000101 · Operating Cash 10	
04/20/16	FEB-MAR 2...		HUGO'S AUTO DET...	FEB-MAR SERVICES	1013307 · Vehicle Oper & Mainten...	(51.00)
TOTAL						(51.00)
04/27/16	87980	AFLAC	AFLAC	INVOICE #804758	1000101 · Operating Cash 10	
04/11/16	804758		AFLAC	WELLNESS - MAY	2361194 · Wellness 61	(48.80)
			AFLAC	WELLNESS - MAY	1016194 · Wellness 16	(64.30)
			AFLAC	WELLNESS - MAY	1041194 · Wellness 41	(24.10)
			AFLAC	WELLNESS - MAY	1051194 · Wellness 51	(43.30)
			AFLAC	WELLNESS - MAY	1012194 · Wellness 12	(62.60)
			AFLAC	WELLNESS - MAY	1030194 · Wellness 30	(43.30)
			AFLAC	WELLNESS - MAY	1022194 · Wellness 22	(23.60)
			AFLAC	WELLNESS - MAY	1042194 · Wellness 42	(100.76)
			AFLAC	WELLNESS - MAY	1041194 · Wellness 41	(74.19)
			AFLAC	WELLNESS - MAY	1022194 · Wellness 22	(35.10)
			AFLAC	WELLNESS - MAY	2531194 · Wellness 31	(48.80)
			AFLAC	WELLNESS - MAY	1030194 · Wellness 30	(29.60)
			AFLAC	WELLNESS - MAY	2531194 · Wellness 31	(52.10)
			AFLAC	WELLNESS - MAY	3332194 · Wellness 32	(106.80)
			AFLAC	WELLNESS - MAY	1069194 · Wellness 69	(56.96)
			AFLAC	WELLNESS - MAY	1014194 · Wellness 14	(50.31)
			AFLAC	WELLNESS - MAY	1069194 · Wellness 69	(69.70)
			AFLAC	WELLNESS - MAY	1051194 · Wellness 51	(32.20)
			AFLAC	WELLNESS - MAY	2531194 · Wellness 31	(40.60)
TOTAL						(1,007.12)
04/27/16	87981	ANIMAL MEDICAL CLINIC	ANIMAL MEDICAL ...	177592	1000101 · Operating Cash 10	
04/14/16	177592		ANIMAL MEDICAL ...	ANIMAL SHELTERING	1047213 · Animal Sheltering	(1,635.00)
TOTAL						(1,635.00)
04/27/16	87982	BALMADRID, ARLENE	BALMADRID, ARL...	REIMBURSEMENT	1000101 · Operating Cash 10	

5:11 PM

05/02/16

CITY OF CARPINTERIA
Warrant Register
April 20 through May 2, 2016

Date	Num	Name	Source Name	Memo	Account	Paid Amount
04/19/16	REIMBURS...		BALMADRID, ARLE...	RETIREMENT GIFT REIMBURSEMENT	1016310 · Employee/Public Relati...	(66.63)
TOTAL						(66.63)
04/27/16	87983	BIG GREEN CLEANING COMPANY	BIG GREEN CLEA...		1000101 · Operating Cash 10	
04/01/16	474427		BIG GREEN CLEAN...	ASH AVE	2861225 · Marsh Park Maintenance	(388.00)
			BIG GREEN CLEAN...	RESTROOMS	3332221 · Miscellaneous Contract...	(776.00)
			BIG GREEN CLEAN...	PARKS	2361221 · Miscellaneous Contracts	(1,555.00)
04/01/16	474423		BIG GREEN CLEAN...	CITY HALL	1013224 · Interior Maintenance	(900.00)
			BIG GREEN CLEAN...	VETS HALL	4865224 · Custodial Services	(811.00)
TOTAL						(4,430.00)
04/27/16	87984	CalPERS	CalPERS	MAY 2016 HEALTH	1000101 · Operating Cash 10	
04/19/16	MAY 2016 ...		CalPERS	MAY 2016 HEALTH	1051194 · Wellness 51	(4,661.12)
			CalPERS	MAY 2016 HEALTH	1011194 · Wellness 11	(1,877.65)
			CalPERS	MAY 2016 HEALTH	1012194 · Wellness 12	(2,782.72)
			CalPERS	MAY 2016 HEALTH	1013194 · Wellness 13	(1,472.98)
			CalPERS	MAY 2016 HEALTH	1014194 · Wellness 14	(4,366.62)
			CalPERS	MAY 2016 HEALTH	1016194 · Wellness 16	(666.91)
			CalPERS	MAY 2016 HEALTH	1030194 · Wellness 30	(5,471.08)
			CalPERS	MAY 2016 HEALTH	2531194 · Wellness 31	(4,418.94)
			CalPERS	MAY 2016 HEALTH	1041194 · Wellness 41	(3,742.17)
			CalPERS	MAY 2016 HEALTH	1042194 · Wellness 42	(1,413.96)
			CalPERS	MAY 2016 HEALTH	1069194 · Wellness 69	(2,155.50)
			CalPERS	MAY 2016 HEALTH	1022194 · Wellness 22	(2,606.04)
			CalPERS	MAY 2016 HEALTH	2361194 · Wellness 61	(1,472.98)
			CalPERS	MAY 2016 HEALTH	3332194 · Wellness 32	(2,606.04)
			CalPERS	MAY 2016 HEALTH	1044194 · Wellness 44	(1,472.98)
			CalPERS	PROJ 4860	1000251 · Development Deposits	(320.98)
			CalPERS	MAY 2016 HEALTH	1016196 · Health Insurance Surch...	(153.23)
			CalPERS	MAY 2016 HEALTH	4868194 · Wellness 68	(1,133.06)
TOTAL						(42,794.96)
04/27/16	87985	CARPINTERIA VALLEY CHAMBER OF CO...	CARPINTERIA VAL...	7338	1000101 · Operating Cash 10	
04/21/16	7338		CARPINTERIA VAL...	STATE OF THE COMMUNITY 7 SEATS	1051310 · Public Relations 51	(315.00)
TOTAL						(315.00)
04/27/16	87986	CITY OF SANTA BARBARA	CITY OF SANTA B...	JAN - MAR 2016	1000101 · Operating Cash 10	
04/22/16	JAN - MAR ...		CITY OF SANTA BA...	JAN - MAR 2016	4200276 · Fees Affordable Housing	(2,750.00)
TOTAL						(2,750.00)
04/27/16	87987	COASTAL VIEW NEWS	COASTAL VIEW N...		1000101 · Operating Cash 10	
03/24/16	47650		COASTAL VIEW NE...	EMPLOYMENT ADS	1016303 · Recruitment Advertising	(84.00)

5:12 PM

05/02/16

CITY OF CARPINTERIA
Warrant Register
 April 20 through May 2, 2016

Date	Num	Name	Source Name	Memo	Account	Paid Amount
03/29/16	47724		COASTAL VIEW NE...	EMPLOYMENT ADS	1016303 · Recruitment Advertising	(192.00)
TOTAL						(276.00)
04/27/16	87988	GONZALEZ, EMMA *	GONZALEZ, EMMA *	CPR CLASS REFUND	1000101 · Operating Cash 10	
04/26/16	CPR REFU...		GONZALEZ, EMMA *	CPR CLASS REFUND	4848405 · SAFETY CLASS TUITI...	(150.00)
TOTAL						(150.00)
04/27/16	87989	GRANITE CONSTRUCTION COMPANY	GRANITE CONSTR...	INVOICE #958729	1000101 · Operating Cash 10	
03/31/16	958729		GRANITE CONSTR...	CITYWIDE	2779612 · Pavement Rehabilitation	(248,891.54)
TOTAL						(248,891.54)
04/27/16	87990	GUZMAN, JOSEPHINE	GUZMAN, JOSEPH...	INVOICE #1010	1000101 · Operating Cash 10	
04/23/16	1010		GUZMAN, JOSEPHI...	04-18-16 CC MINUTES	1011221 · Contract Services 11	(125.00)
TOTAL						(125.00)
04/27/16	87991	JIMENEZ, MARIBEL	JIMENEZ, MARIBEL	VETS HALL REFUND	1000101 · Operating Cash 10	
04/27/16	CLEANING ...		JIMENEZ, MARIBEL	REFUND VETS HALL DEPOSIT	1000231 · Veterans Building Depo...	(100.00)
TOTAL						(100.00)
04/27/16	87992	JOE GONZALEZ WELDING	JOE GONZALEZ W...	INVOICE #59953	1000101 · Operating Cash 10	
04/15/16	59953		JOE GONZALEZ W...	BEACH TRACTOR	2862308 · Supplies & Materials 62	(534.50)
TOTAL						(534.50)
04/27/16	87993	KEYSER MARSTON ASSOCIATES, INC. *	KEYSER MARSTO...	REFUND BUSINESS TAX OVERPAYMENT	1000101 · Operating Cash 10	
04/14/16	REFUND O...		KEYSER MARSTO...	REFUND BUSINESS TAX OVERPAYMENT	1010122 · BUSINESS LICENSE T...	(6.25)
TOTAL						(6.25)
04/27/16	87994	LEAGUE OF CA CITIES	LEAGUE OF CA CI...	INVOICE #1572	1000101 · Operating Cash 10	
04/15/16	1572		LEAGUE OF CA CI...	2016 LEAGUE DUES	1051306 · Meetings & Travel 51	(150.00)
TOTAL						(150.00)
04/27/16	87995	LINCOLN FINANCIAL GROUP	LINCOLN FINANCI...	MAY 2016	1000101 · Operating Cash 10	
04/01/16	MAY 2016		LINCOLN FINANCIA...	MAY 2016	1051191 · Life Insurance Premium...	(115.38)
			LINCOLN FINANCIA...	MAY 2016	1011191 · Life Insurance Premium...	(107.68)
			LINCOLN FINANCIA...	MAY 2016	1012191 · Life Insurance Premium...	(130.60)

5:11 PM

05/02/16

CITY OF CARPINTERIA
Warrant Register
April 20 through May 2, 2016

Date	Num	Name	Source Name	Memo	Account	Paid Amount
			LINCOLN FINANCIA...	MAY 2016	1013191 · Life Insurance Premium...	(34.68)
			LINCOLN FINANCIA...	MAY 2016	1014191 · Life Insurance Premium...	(230.50)
			LINCOLN FINANCIA...	MAY 2016	1016191 · Life Insurance Premium...	(177.46)
			LINCOLN FINANCIA...	MAY 2016	1030191 · Life Insurance Premium...	(306.72)
			LINCOLN FINANCIA...	MAY 2016	2531191 · Life Insurance Premium...	(195.74)
			LINCOLN FINANCIA...	MAY 2016	1041191 · Life Insurance Premium...	(331.19)
			LINCOLN FINANCIA...	MAY 2016	1042191 · Life Insurance Premium...	(390.41)
			LINCOLN FINANCIA...	MAY 2016	1069191 · Life Insurance Premium...	(195.16)
			LINCOLN FINANCIA...	MAY 2016	1022191 · Life Insurance Premium...	(138.51)
			LINCOLN FINANCIA...	MAY 2016	3332191 · Life Insurance Premium...	(85.39)
			LINCOLN FINANCIA...	MAY 2016	1044191 · Life Insurance Premium...	(112.40)
			LINCOLN FINANCIA...	MAY 2016	2361191 · Life Insurance Premium...	(61.33)
			LINCOLN FINANCIA...	MAY 2016	4868191 · Life Insurance Premium...	(70.26)
TOTAL						(2,683.41)
04/27/16	87996	METLIFE - GROUP BENEFITS	METLIFE - GROUP ...	MAY 2016 DENTAL	1000101 · Operating Cash 10	
04/15/16	MAY 2016 ...		METLIFE - GROUP ...	MAY 2016 DENTAL	1051194 · Wellness 51	(472.72)
			METLIFE - GROUP ...	MAY 2016 DENTAL	1011194 · Wellness 11	(179.42)
			METLIFE - GROUP ...	MAY 2016 DENTAL	1012194 · Wellness 12	(311.46)
			METLIFE - GROUP ...	MAY 2016 DENTAL	1013194 · Wellness 13	(193.28)
			METLIFE - GROUP ...	MAY 2016 DENTAL	1014194 · Wellness 14	(386.56)
			METLIFE - GROUP ...	MAY 2016 DENTAL	1016194 · Wellness 16	(58.03)
			METLIFE - GROUP ...	MAY 2016 DENTAL	1030194 · Wellness 30	(548.91)
			METLIFE - GROUP ...	MAY 2016 DENTAL	2531194 · Wellness 31	(579.84)
			METLIFE - GROUP ...	MAY 2016 DENTAL	1041194 · Wellness 41	(444.59)
			METLIFE - GROUP ...	MAY 2016 DENTAL	1042194 · Wellness 42	(193.28)
			METLIFE - GROUP ...	MAY 2016 DENTAL	1069194 · Wellness 69	(251.31)
			METLIFE - GROUP ...	MAY 2016 DENTAL	1022194 · Wellness 22	(237.45)
			METLIFE - GROUP ...	MAY 2016 DENTAL	3332194 · Wellness 32	(311.46)
			METLIFE - GROUP ...	MAY 2016 DENTAL	1044194 · Wellness 44	(193.28)
			METLIFE - GROUP ...	MAY 2016 DENTAL	2361194 · Wellness 61	(193.28)
			METLIFE - GROUP ...	MAY 2016 DENTAL	4868194 · Wellness 68	(116.06)
TOTAL						(4,670.93)
04/27/16	87997	MNS ENGINEERS INC	MNS ENGINEERS I...		1000101 · Operating Cash 10	
04/20/16	66899		MNS ENGINEERS I...	PROJ 5436	1000251 · Development Deposits	(375.00)
04/20/16	66900		MNS ENGINEERS I...	ENGINEERING SERVICES	2536226 · Engineering Retainer	(100.00)
TOTAL						(475.00)
04/27/16	87998	ROCKWELL PRINTING	ROCKWELL PRINT...	27927	1000101 · Operating Cash 10	
04/22/16	27927		ROCKWELL PRINTI...	WINDOW ENVELOPES	1013308 · Supplies & Materials 13	(679.11)
TOTAL						(679.11)
04/27/16	87999	SATCOM GLOBAL FZE	SATCOM GLOBAL ...	INVOICE AS04160811	1000101 · Operating Cash 10	

5:12 PM

05/02/16

CITY OF CARPINTERIA
Warrant Register
 April 20 through May 2, 2016

Date	Num	Name	Source Name	Memo	Account	Paid Amount
04/01/16	AS04160811		SATCOM GLOBAL ...	IRIDIUM TRADE-UP	1024215 · Disaster Preparedness	(42.75)
TOTAL						(42.75)
04/27/16	88000	STAPLES ADVANTAGE	STAPLES ADVANT...		1000101 · Operating Cash 10	
04/01/16	3297947775		STAPLES ADVANT...	OFFICE SUPPLIES	1013308 · Supplies & Materials 13	(131.06)
04/01/16	3297947770		STAPLES ADVANT...	OFFICE SUPPLIES	1013308 · Supplies & Materials 13	(202.65)
TOTAL						(333.71)
04/27/16	88001	TORO ENTERPRISES, INC.	TORO ENTERPRIS...	INVOICE 9818	1000101 · Operating Cash 10	
03/01/16	9818		TORO ENTERPRIS...	MEASURE A GRANT 7	2000261 · Deferred Revenue 20	(17,844.16)
			TORO ENTERPRIS...	MEASURE A GRANT 7	2079275 · Public Work Grants	(17,844.15)
			TORO ENTERPRIS...	VIA REAL SIDEWALK IMP	2779623 · Ped Facilities Improve...	(43,687.40)
TOTAL						(79,375.71)
04/27/16	88002	TRANSAMERICA EMPLOYEE BENEFITS	TRANSAMERICA E...	GROUP ID#G000026466	1000101 · Operating Cash 10	
04/01/16	MAY 2016 B...		TRANSAMERICA E...	MAY 2016 WELLNESS	1030194 · Wellness 30	(18.75)
			TRANSAMERICA E...	MAY 2016 WELLNESS	1016194 · Wellness 16	(35.70)
			TRANSAMERICA E...	MAY 2016 WELLNESS	1030194 · Wellness 30	(56.75)
			TRANSAMERICA E...	MAY 2016 WELLNESS	1041194 · Wellness 41	(36.45)
			TRANSAMERICA E...	MAY 2016 WELLNESS	1012194 · Wellness 12	(35.70)
			TRANSAMERICA E...	MAY 2016 WELLNESS	4868194 · Wellness 68	(35.70)
			TRANSAMERICA E...	MAY 2016 WELLNESS	1011194 · Wellness 11	(18.75)
			TRANSAMERICA E...	MAY 2016 WELLNESS	1030194 · Wellness 30	(40.68)
			TRANSAMERICA E...	MAY 2016 WELLNESS	1012194 · Wellness 12	(33.12)
			TRANSAMERICA E...	MAY 2016 WELLNESS	1022194 · Wellness 22	(35.70)
			TRANSAMERICA E...	MAY 2016 WELLNESS	1041194 · Wellness 41	(87.43)
			TRANSAMERICA E...	MAY 2016 WELLNESS	1041194 · Wellness 41	(33.12)
			TRANSAMERICA E...	MAY 2016 WELLNESS	1022194 · Wellness 22	(72.48)
			TRANSAMERICA E...	MAY 2016 WELLNESS	1042194 · Wellness 42	(31.97)
			TRANSAMERICA E...	MAY 2016 WELLNESS	2531194 · Wellness 31	(109.37)
			TRANSAMERICA E...	MAY 2016 WELLNESS	1030194 · Wellness 30	(35.70)
			TRANSAMERICA E...	MAY 2016 WELLNESS	2531194 · Wellness 31	(67.40)
			TRANSAMERICA E...	MAY 2016 WELLNESS	1011194 · Wellness 11	(35.70)
			TRANSAMERICA E...	MAY 2016 WELLNESS	1022194 · Wellness 22	(18.75)
			TRANSAMERICA E...	MAY 2016 WELLNESS	4868194 · Wellness 68	(18.75)
TOTAL						(857.97)
04/27/16	88003	VERNON, THOMAS	VERNON, THOMAS	PROJ 1778 REFUND	1000101 · Operating Cash 10	
04/21/16	PROJ 1778 ...		VERNON, THOMAS	PROJ 1778 REFUND	1000251 · Development Deposits	(4,836.25)
TOTAL						(4,836.25)
04/27/16	88004	VJS BIOLOGICAL CONSULTING	VJS BIOLOGICAL ...	FEB - MAR 2016	1000101 · Operating Cash 10	
04/01/16	FEB-MAR 2...		VJS BIOLOGICAL C...	SAND BERM	2862221 · Beach Dune Maintenance	(240.00)

5:11 PM

05/02/16

CITY OF CARPINTERIA
Warrant Register
April 20 through May 2, 2016

Date	Num	Name	Source Name	Memo	Account	Paid Amount
			VJS BIOLOGICAL C...	CDD EXPENSES	1041225 · Misc. Planning Contracts	(1,642.50)
TOTAL						(1,882.50)
04/27/16	88005	ALL AROUND LANDSCAPE SUPPLY	ALL AROUND LAN...	S1868898.001	1000101 · Operating Cash 10	
04/06/16	S1868898.0...		ALL AROUND LAN...	TOMOL PARK	2361221 · Miscellaneous Contracts	(6.69)
TOTAL						(6.69)
04/27/16	88006	CARAWAN ARCHITECTURE	CARAWAN ARCHI...	CITY HALL AS BUILTS	1000101 · Operating Cash 10	
04/04/16	CITY HALL ...		CARAWAN ARCHIT...	CITY HALL	3179614 · City Hall Improvements	(2,513.43)
TOTAL						(2,513.43)
04/27/16	88007	COLANTUONO, HIGHSMITH & WHATLEY, ...	COLANTUONO, HI...	30635	1000101 · Operating Cash 10	
04/06/16	30635		COLANTUONO, HI...	LEGAL SERVICES	1030221 · Contract Services 30	(6,501.50)
TOTAL						(6,501.50)
04/27/16	88008	FEDEX	FEDEX	5-394-30487	1000101 · Operating Cash 10	
04/22/16	5-394-30487		FEDEX	PW SHIPPING	1030308 · Supplies & Materials 30	(58.02)
TOTAL						(58.02)
04/27/16	88009	HILLYARD	HILLYARD	INVOICE 602025547	1000101 · Operating Cash 10	
04/04/16	602025547		HILLYARD	POOL RESTROOMS	4866308 · Supplies & Materials 66	(264.07)
TOTAL						(264.07)
04/27/16	88010	LA MOTTE COMPANY	LA MOTTE COMPA...	1440503	1000101 · Operating Cash 10	
04/06/16	1440503		LA MOTTE COMPA...	POOL CHEMICALS	4866338 · Chemicals	(224.29)
TOTAL						(224.29)
04/27/16	88011	MSC INDUSTRIAL SUPPLY CO. INC	MSC INDUSTRIAL ...	INVOICE 62203186	1000101 · Operating Cash 10	
04/05/16	62203186		MSC INDUSTRIAL ...	ABOP	3332308 · Supplies & Materials 32	(128.33)
TOTAL						(128.33)
04/27/16	88012	SO CA EDISON	SO CA EDISON		1000101 · Operating Cash 10	
04/20/16	2-27-939-99...		SO CA EDISON	HOCKEY RINK	1013314 · Utility - Natural Gas	(27.55)
04/20/16	2-25-126-20...		SO CA EDISON	VIOLA FIELDS	2361313 · Utility - Electric 23	(34.34)

5:12 PM

05/02/16

CITY OF CARPINTERIA
Warrant Register
 April 20 through May 2, 2016

Date	Num	Name	Source Name	Memo	Account	Paid Amount
TOTAL						(61.89)
04/27/16	88013	STAPLES ADVANTAGE	STAPLES ADVANT...	3298756636	1000101 · Operating Cash 10	
04/07/16	3298756636		STAPLES ADVANT...	OFFICE SUPPLIES	1013308 · Supplies & Materials 13	(96.43)
TOTAL						(96.43)
04/27/16	88014	ZWORLD GIS	ZWORLD GIS	INVOICE #2016-0128	1000101 · Operating Cash 10	
04/03/16	2016-0128		ZWORLD GIS	GIS WEB MAPPING	2779623 · Ped Facilities Improve...	(2,083.32)
TOTAL						(2,083.32)
04/27/16	88015	CALIFORNIA STATE DISBURSEMENT UNIT	CALIFORNIA STAT...	CASE NUMBER 0850182383-01	1000101 · Operating Cash 10	
04/27/16	PAYROLL 0...		CALIFORNIA STAT...	PAYROLL WITHHOLDING 04-28-16	1000105 · ICMA Cash	(330.46)
TOTAL						(330.46)
04/27/16	88016	EDD-SDI	EDD-SDI	776-5147-9	1000101 · Operating Cash 10	
04/27/16	PAYROLL 0...		EDD-SDI	PAYROLL 04-28-16	1000223 · SDI Withheld	(936.73)
TOTAL						(936.73)
04/27/16	88017	EDD-SIT	EDD-SIT	932-0283-6	1000101 · Operating Cash 10	
04/27/16	PAYROLL 0...		EDD-SIT	PAYROLL 04-28-16	1000221 · SIT Withheld	(3,793.66)
TOTAL						(3,793.66)
04/27/16	88018	SEUI LOCAL 620	SEUI LOCAL 620	PAYROLL 04-28-16	1000101 · Operating Cash 10	
04/27/16	PAYROLL 0...		SEUI LOCAL 620	PAYROLL 04-28-16	1000229 · SEIU Local 620	(184.90)
TOTAL						(184.90)
04/27/16	88019	T. ROWE PRICE	T. ROWE PRICE	PAYROLL CONTRIBUTION - ANTHONY VEGA	1000101 · Operating Cash 10	
04/27/16	PAYROLL 0...		T. ROWE PRICE	PAYROLL 04-28-16 ANTHONY VEGA	1000105 · ICMA Cash	(50.00)
TOTAL						(50.00)
04/27/16	88020	UNITED WAY OF SANTA BARBARA COUN...	UNITED WAY OF S...	PAYROLL 04-28-16	1000101 · Operating Cash 10	
04/27/16	PAYROLL 0...		UNITED WAY OF S...	PAYROLL 04-28-16	1000224 · United Way Payable	(24.00)
TOTAL						(24.00)

5:11 PM

05/02/16

CITY OF CARPINTERIA
Warrant Register
April 20 through May 2, 2016

Date	Num	Name	Source Name	Memo	Account	Paid Amount
04/27/16	88021	VANTAGEPOINT TRANSFER AGENTS - 457	VANTAGEPOINT T...	PAYROLL 04-28-16	1000101 · Operating Cash 10	
04/27/16	PAYROLL 0...		VANTAGEPOINT T...	PAYROLL 04-28-16	1000105 · ICMA Cash	(1,075.00)
TOTAL						(1,075.00)
04/28/16	88023	SOUTHERN CALIFORNIA SWIMMING	SOUTHERN CALIF...	05-07-16 MEET FEES	1000101 · Operating Cash 10	
04/28/16	05-07-16 M...		SOUTHERN CALIF...	CAC SWIM TEAM FEES	4868308 · Supplies & Materials 68	(270.50)
TOTAL						(270.50)
04/28/16	88024	ORGANIZATION	ORGANIZATION	WATER POLO TOURNEY 2016	1000101 · Operating Cash 10	
04/28/16	WATER PO...		ORGANIZATION	SHAVER LAKE WATER POLO TOURNAMENT ...	4868308 · Supplies & Materials 68	(2,276.00)
TOTAL						(2,276.00)
TOTAL						\$774,267.50



City of Carpinteria

COUNCIL AGENDA STAFF REPORT May 9, 2016

ITEM FOR COUNCIL CONSIDERATION

Approving certain Authorizations related to the Department of Resources Recycling and Recovery City/County Payment Program

STAFF RECOMMENDATION

Action Item X ; Non-Action Item ____

Adopt Resolution No. 5661, authorizing submittal of an application and certain other authorizations related to the administration of the City/County Payment Program.

Motion: I move to adopt Resolution No. 5661, authorizing submittal of an application and certain other authorizations related to the administration of the City/County Payment Program.

BACKGROUND

Pursuant to Public Resources Code section 14581(a)(3)(A) of the California Beverage Container Recycling and Litter Reduction Act, The California Department of Resources Recycling and Recovery (CalRecycle) administers funding programs to assist jurisdictions with establishing convenient beverage container recycling and litter abatement projects, and to encourage market development and expansion activities for beverage container materials. One of those funding programs, the Beverage Container Recycling City/County Payment Program, provides cities and counties the opportunity to apply for annual non-competitive grants that may be used to support qualifying beverage container recycling and litter abatement programs. The goal of this program is to reach and maintain an 80 percent recycling rate for all California refund value beverage containers: aluminum, glass, plastic and bi-metal.

The City of Carpinteria has applied for and received payments averaging around \$5,000 annually since FY 05/06. The funds have been used for the purchase of park furniture such as benches and picnic tables constructed of recycled plastic lumber.

DISCUSSION

CalRecycle has made a number of changes to the City/County Payment Program for FY 2015-16, including the requirement that the applying jurisdiction's governing body pass an authorizing resolution. The resolution, along with the City's funding request and letter designating the authority to sign to the Environmental Coordinator, must be submitted to CalRecycle by June 7, 2016. Additionally, the City is required to adopt and implement an Environmentally Preferable Purchases and Practices policy prior to August 8, 2016.

Additional changes include the implementation of an approximate two year term for recipients to expend Program funds, allowing jurisdictions to submit regional funding requests, and requiring all recipients to submit an expenditure report with supporting documentation for funds expended. These requirements are similar to the Used Oil Payment Program grant that the City receives annually. Previously the City/County Payment Program application and reporting was handled by the Parks Department. Because of the changes in eligible projects, the Public Works Department will be taking over implementation of program funds, which will be handled by the Environmental Coordinator. Application and reporting requirements are going to be done by the City's solid waste consultant under the existing contract. Any additional staff costs to the changes in implementation of this grant funding are incidental and covered through the fees collected to implement the Solid Waste Program.

The purchase of recycled content products that do not directly contribute to beverage container recycling or litter abatement will no longer qualify under the Program. For example, the City purchase of plastic lumber products, such as park benches, will no longer be eligible. Products that contain recycled content and also either contribute to recycling beverage containers or litter abatement, such as several refuse/recycling containers most recently purchased by the City with Program funds, will continue to qualify.

POLICY CONSISTENCY

Continuing to receive funds from the City/County Payment Program is consistent with City policies, including General Plan policy PF-2d; which states: The City shall support source reduction and recycling efforts through the use of recycled products in all City departments, whenever economically and technically feasible.

FINANCIAL CONSIDERATIONS

Any additional staff costs incurred due to the new reporting requirements are incidental and covered through the fees collected to implement the Solid Waste Program.

LEGAL

There are no legal issues presented with this item.

OPTIONS

OPTIONS

Council may elect not to authorize the attached resolution. Without an authorizing resolution, however, the City would be ineligible to receive funds under this Program for FY 2015-16 and in subsequent years, unless and until such a resolution is authorized and submitted as part of the annual funding request.

PRINCIPAL PARTIES EXPECTED AT MEETING

There are no expected parties at the meeting.

ATTACHMENTS

Attachment A: Resolution No. 5661, Authorizing Submittal of Application for the City/County Payment Program and Related Authorizations

Attachment B: Letter of Designation – City County Payment Program

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



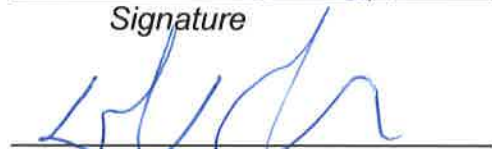
Signature

Reviewed by: Charlie Ebeling, Public Works Director



Signature

Reviewed by: Dave Durflinger, City Manager



Signature

RESOLUTION NO. 5661

**A RESOLUTION OF THE
CITY COUNCIL OF THE CITY OF CARPINTERIA
AUTHORIZING SUBMITTAL OF APPLICATION FOR PAYMENT PROGRAMS
AND RELATED AUTHORIZATIONS**

WHEREAS, pursuant to Public Resources Code sections 48000 et seq., 14581, and 42023.1(g), the Department of Resources Recycling and Recovery (CalRecycle) has established various payment programs to make payments to qualifying jurisdictions; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the administration of the payment programs; and

WHEREAS, CalRecycle's procedures for administering payment programs require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of the payment program.

NOW, THEREFORE, BE IT RESOLVED that the City of Carpinteria is authorized to submit an application to CalRecycle for any and all payment programs offered; and

BE IT FURTHER RESOLVED that the City Manager, or his/her designee, is hereby authorized as Signature Authority to execute all documents necessary to implement and secure payment; and

BE IT FURTHER RESOLVED that this authorization is effective until rescinded by the Signature Authority or this governing body.

PASSED, APPROVED AND ADOPTED this 28th day of March 2016 by the following called vote:

AYES: COUNCIL MEMBER:

NOES: COUNCIL MEMBER:

ABSENT: COUNCIL MEMBER:

ATTEST:

Mayor, City of Carpinteria

City Clerk, City of Carpinteria

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

CITY of CARPINTERIA, CALIFORNIA



May 9, 2016

Department of Resources Recycling and Recovery
Grants and Payment Unit 5
1001 I Street, MS 13A
Sacramento, CA 95814

Re: Letter of Designation – Grant and Payment Programs

Pursuant to City of Carpinteria Resolution No. 5661, authorizing an application for the Department of Resources Recycling and Recovery City/County Payment Program and designating the City Manager as Signature Authority for the City of Carpinteria (City), I am authorized to execute on behalf of City all documents, including but not limited to, applications, agreements, amendments and requests for payment, necessary to secure funds and implement the approved project, and to delegate this authority. Accordingly, I hereby delegate this authority to City's Environmental Coordinator.

This delegation is effective until rescinded by me or my successor.

Signature

Dave Durflinger
City Manager
City of Carpinteria
daved@ci.carpinteria.ca.us
(805) 684-5405

Signature

Erin Maker
Environmental Coordinator
City of Carpinteria
5775 Carpinteria Avenue
Carpinteria CA 93013
erinm@ci.carpinteria.ca.us
(805) 880-3415



City of Carpinteria

COUNCIL AGENDA STAFF REPORT May 9, 2016

ITEM FOR COUNCIL CONSIDERATION

Adoption of Resolution No. 5665 concerning authorization to apply to the Local Coastal Program Local Assistance Grant Program of the California Coastal Commission for financial and planning assistance.

STAFF RECOMMENDATION

Action Item X ; Non-Action Item

Staff recommends that the City Council adopt Resolution No. 5665 authorizing the Community Development Director to submit the Resolution to the California Coastal Commission.

Motion: I move to adopt Resolution No. 5665 and authorize the Community Development Director to submit the Resolution to the California Coastal Commission.

BACKGROUND

The California Coastal Commission (CCC) announced on March 28, 2016, the availability of Round 3 funding availability as part of the Local Coastal Program Local Assistance Grant Program (LCPLAGP). The Program funds local jurisdictions efforts to develop or update Local Coastal Programs (LCPs) pursuant to the California Coastal Act and with special emphasis on addressing impacts from climate change and sea level rise.

The City of Carpinteria's General Plan/Coastal Plan Update Committee met on April 27, 2016 and reviewed the General Plan/Coastal Plan Process Outline. The committee considered a three year work plan to update the General Plan/Coastal Plan. Based on the project schedule, the LCPLAGP application and funding period would align making participation in the grant program possible and beneficial to development of a plan which would include new sections addressing climate change, global warming, sea level rise and other similar topics.

FINANCIAL CONSIDERATIONS

The Community Development Department will be requesting grant funding in the amount of \$125,000 to offset the estimated costs associated with development of the General Plan/Coastal Plan Update. Staff anticipates matching funds and in-kind services by current staff to supplement contract services by a yet to be determined consulting firm.

TIMING

The application for the LCPLAGP is due on May 20, 2016. The application packet shall include adoption of a resolution authorizing application to the program, no later than June 10, 2016. Applications unable to meet these deadlines will not be considered for funding.

LEGAL

No legal issues have been identified at this time.

OPTIONS

The Council could direct staff to not submit the application for grant funds to the CCC.

PRINCIPAL PARTIES EXPECTED AT MEETING

None

ATTACHMENT

Attachment A: Resolution No. 5665

Staff contact: Shanna Farley-Judkins, Associate Planner
Phone: 805-755-4405
Email: shannaf@ci.carpinteria.ca.us


Signature

Reviewed by: Steve Goggia
Community Development Director


Signature

Reviewed by: Dave Durflinger, City Manager


Signature

RESOLUTION NO. 5665

A RESOLUTION OF THE CITY OF CARPINTERIA CITY COUNCIL AUTHORIZING SUBMITTAL OF A FINANCIAL AND PLANNING ASSISTANCE GRANT APPLICATION TO THE CALIFORNIA COASTAL COMMISSION

WHEREAS, the Budget Act of 2015 provides \$3 million for Coastal Commission grants in FY 15-16 to local governments to support Local Coastal Program (LCP) planning; and,

WHEREAS, the California Coastal Commission, under the authority of the California Coastal Act, may provide financial assistance to support coastal planning and has approved a competitive grant program to provide such financial assistance for LCP planning; and,

WHEREAS, the goal of the grant program is to develop new or updated LCPs in conformance with the California Coastal Act and to reflect current circumstances and new scientific information, including new understandings and concern for the effects of climate change; and,

WHEREAS, grant proposals submitted under this grant program must complete land use plan and/or zoning work to achieve submittal for of an LCP Amendment to significantly update a certified LCP, including with special emphasis on effects of climate change and sea-level rise; and,

WHEREAS, the City of Carpinteria, has an effectively certified LCP; and,

WHEREAS, the City of Carpinteria, desires to pursue a project that would result in the completion and submittal for certification by the California Coastal Commission of an Amendment to update the LCP, in whole; and,

WHEREAS, the City of Carpinteria commits to and agrees to fully support a planning effort intended to update a certified LCP pursuant to the provisions of the California Coastal Act, with full public participation and coordination with the Coastal Commission staff.

NOW THEREFORE, THE CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

1. Directs City of Carpinteria Community Development Department staff to submit the grant application package, attached here as Attachment 1, to the California Coastal Commission for financial and planning assistance, under authority of the California Coastal Act, in the amount of \$125,000 to fund the project more particularly described in the grant application package.

2. Authorizes the Community Development Director, of the City of Carpinteria, to execute, in the name of the City of Carpinteria, all necessary applications, contracts and agreements and amendments thereto to implement and carry out the grant application package attached hereto and any project approved through approval of the grant application.

PASSED, APPROVED AND ADOPTED this 9th day of May 2016, by the following called vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBER(S):

ABSENT: COUNCILMEMBER(S):

Gregg A. Carty, Mayor
City of Carpinteria

ATTEST:

City Clerk, City of Carpinteria

I hereby certify that the foregoing Resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of the City of Carpinteria held the 9th day of May 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

Resolution 5665

**City Council
May 9, 2016**

Attachment 1

Draft Local Coastal Program Local
Assistance Grant Program Application

CALIFORNIA COASTAL COMMISSION

45 FREMONT STREET, SUITE 2000
SAN FRANCISCO, CA 94105-2219
VOICE (415) 904-5200
FAX (415) 904-5400
TDD (415) 597-5885



CALIFORNIA COASTAL COMMISSION

LCP PLANNING

GRANT APPLICATION FORM

MARCH 28, 2016

The California Coastal Commission is pleased to announce the availability of Round 3 grant funding to support local governments in developing or updating Local Coastal Programs (LCPs) pursuant to the California Coastal Act and with special emphasis on addressing impacts from climate change and sea-level rise. For Fiscal Year 2015-2016, Governor Brown approved an augmentation of \$3 million to the California Coastal Commission's budget to support local governments responsible for planning under the California Coastal Act (Coastal Act) to develop or update their Local Coastal Programs. A full description of the grant program is available here: <http://www.coastal.ca.gov/lcp/lcpgrantprogram.html>.

Coastal Commission staff is available to work with local governments and to assist during the application process. Please note the entire grant application will be public record upon submittal. Click in the shaded text fields to enter text, numbers and dates. The fields will expand to accommodate the data.

Grant applications are due by **May 20, 2016 at 5 pm.**

APPLICANT INFORMATION

Applicant name (agency): City of Carpinteria

Address: 5775 Carpinteria Avenue, Carpinteria, CA 93013

Contact name: Steve Goggia

Title: Community Development Director

Telephone: (805) 705-4414

Fax: (805) 684-5304 Email: steveg@ci.carpinteria.ca.us

Federal Tax ID#: 95-2414438

Person authorized to sign grant agreement and amendment:

Name: David Durflinger

Title: City Manager

Application prepared by: Name: Shanna Farley-Judkins

Title: Associate Planner

Signature: _____

Date: Click here to enter a date.



PROJECT INFORMATION

Project title: City of Carpinteria General Plan/Coastal Plan Update

LCP/ LCP Segment: Coastal Plan Update

Project location: City / Geographic area: City of Carpinteria County: Santa Barbara

Project timeline: Start date: 4/25/2016 End date: 12/31/2018

MAPS AND PHOTOS

Applications must include a map showing the planning area for the project. Additional photos or maps may be included as attachments if needed to illustrate the proposed project. Please note: any photos and maps you submit are subject to the unqualified and unconditional right of the State of California to use, reproduce, publish, or display, free of charge. Please indicate if crediting is requested for the photos and/or maps.

APPLICATION MATERIALS

1. **PROJECT DESCRIPTION.** Provide a clear description of the proposed project organized under subheadings to describe how the project will address the priorities and criteria. This section should be no more than 5- 7 pages in 12 point font, single-spaced, and should include the following:
 - a. **Goals and Objectives:** Describe the specific project goals and objectives to be achieved. Goals and objectives should be specific for each year of the work plan presented. Recipients will be required to submit progress reports in which progress against these goals and objectives will be reported. Include a description of how you will accomplish each objective, and how your objectives will accomplish your goals.
 - b. **Approach:** Identify specific tasks to be accomplished; explain the technical approach needed to accomplish the tasks; identify the roles of partners and cooperators; and identify potential obstacles to successful completion of the goals and objectives. Describe how stakeholders will be involved in the planning or assessment process. If the project includes partners, the roles and responsibilities of the partners must be clearly identified.
2. **WORK PROGRAM AND SCHEDULE.** Provide a work program and schedule for implementation of the project, including anticipated benchmarks for LCP and or LCP amendment development and review for the project, using the template provided below. Work must be completed on or before September 28, 2018.

SCHEDULE

Proposed starting date: 4/25/2016

Estimated completion: 12/31/2018



WORK PROGRAM

Task 1. Initial Announcement and Promotion	Projected start/end dates: 9/1/2015/ 1/31/2016
1.1 City Council initiation of project through Work Plan, Establishing PC/CC GP/LCPU Committee	Projected start/end dates: 9/24/2015/ 10/5/2015
1.2 Involve appointed committee and boards	Projected start/end dates: 4/24/2016/ 6/24/2016
Outcome/Deliverables: Work Plan Outline, Meeting Notes, Meeting Minutes, Meeting Agenda	Projected start/end dates: 4/25/2016/ 5/24/2016
Task 2. Identify Active Participants	Projected start/end dates: 4/1/2016/ 6/25/2016
2.1 Designate project manager / facilitator	Projected start/end dates: 4/1/2016/ 6/25/2016
2.2 Contact Stakeholder groups	Projected start/end dates: 4/1/2016/ 6/25/2016
2.3 Include Each Major Stakeholder area	Projected start/end dates: 4/1/2016/ 6/25/2016
2.4 Select Individuals to represent stakeholder groups in the process	Projected start/end dates: 4/1/2016/ 6/25/2016
2.5 Establish Community General Plan Committee by Resolution / Choose Chair / Establish meeting schedule and roles of committee members	Projected start/end dates: 4/1/2016/ 6/25/2016
Outcome/Deliverables: GP/LCP Committee Resolution / Meeting Minutes / Meeting Schedule / Committee Members	Projected start/end dates: 4/1/2016/ 6/25/2016
Task 3. Consultant Selection	Projected start/end dates: 5/1/2016/ 9/30/2016
3.1 Request for Consultant Qualifications	Projected start/end dates: 5/1/2016/ 10/5/2015
3.2 Request for Consultant Proposals	Projected start/end dates: 6/1/2016/ 7/30/2015
3.3 Consultant Proposal Selection	Projected start/end dates: 8/1/2016/ 8/31/2015
3.4 Award Consultant Contract	Projected start/end dates: 9/1/2016/ 9/30/2015
Outcome/Deliverables: RFQs, RFQ Responses, RFPs, RFP Responses, Resolution for Contract Award	Projected start/end dates: 5/1/2016/ 9/30/2016
Task 4. Engage Stakeholders and Community	Projected start/end dates: 5/1/2016/ 9/30/2016
4.1 Conduct 2-4 Community Forums	Projected start/end dates: 5/1/2016/ 10/5/2015
Outcome/Deliverables: Community Forums Agendas, Staff Reports, Minute Notes	Projected start/end dates: 10/1/2016/ 12/31/2016
Task 5. Prepare Committee Members for Planning Process	Projected start/end dates: 7/1/2016/ 9/30/2016
5.1 Determine time frame for process and deadlines	Projected start/end dates: 7/1/2016/



	7/15/2015
5.2 Determine whether subcommittees will be used; assign chairs of subcommittees	Projected start/end dates: 7/1/2016/ 7/15/2015
5.3 Determine whether interim drafts will be issued	Projected start/end dates: 7/1/2016/ 7/15/2015
5.4 Provide background materials and data to encourage early thinking about the process	Projected start/end dates: 7/1/2016/ 8/31/2015
Outcome/Deliverables: Agendas, Staff Reports, Minute Notes	Projected start/end dates: 7/1/2016/ 9/30/2016
Task 6. Public Announcement GP/LCP Update	Projected start/end dates: 9/1/2016/ 9/30/2016
6.1 Mayor welcomes committee, explain process, review committee structure, assignments, goals, review background materials	Projected start/end dates: 9/1/2016/ 9/30/2015
Outcome/Deliverables: Agendas, Staff Reports, Minute Notes	Projected start/end dates: 9/1/2016/ 9/30/2016
Task 7. Provide Formal Documents to Committee	Projected start/end dates: 10/1/2016/ 10/31/2016
7.1 Provide the following documents to the committee: City Mission Statement, Vision 2020, Current GP/LCP, Legal Requirements, Other information related to local, state and federal requirements, forecasts and related data, conduct surveys	Projected start/end dates: 10/1/2016/ 10/31/2015
Outcome/Deliverables: Agendas, Staff Reports, Minute Notes, Documents Provided to Committee	Projected start/end dates: 10/1/2016/ 10/31/2016
Task 8. Committee Review / Research	Projected start/end dates: 11/1/2016/ 12/31/2016
8.1 Review demographic data, social factors, economic forecasts, financial indicators, state law, news articles, available local core values, survey results	Projected start/end dates: 11/1/2016/ 11/30/2015
Outcome/Deliverables: Agendas, Staff Reports, Minute Notes, Documents Provided to Committee	Projected start/end dates: 11/1/2016/ 12/31/2016
Task 9. Planning Review Process	Projected start/end dates: 1/1/2017/ 4/30/2017
9.1 Evaluate existing baselines setting in 2003 GP/LCP, draft policies and objectives, evaluate resources to accomplish policies and objectives, develop implementation policies, develop GIS maps, aerial images and key figures	Projected start/end dates: 1/1/2017/ 4/30/2017
Outcome/Deliverables: Agendas, Staff Reports, Minute Notes, Documents Provided to Committee, Working Draft Documents and Diagrams	Projected start/end dates: 1/1/2017/ 4/30/2017
Task 10. Draft GP/LCP Document Preparation	Projected start/end dates: 1/1/2017/ 9/30/2017



10.1 Prepare initial draft General Plan / Coastal Plan	Projected start/end dates: 1/1/2017/ 7/30/2017
10.2 Seek public comment and stakeholder input on draft document	Projected start/end dates: 5/1/2017/ 7/30/2017
10.3 Amend draft in response to comments	Projected start/end dates: 7/1/2017/ 9/30/2017
10.4 Discuss and approve final form at Committee level	Projected start/end dates: 9/1/2017/ 9/30/2017
Outcome/Deliverables: Agendas, Staff Reports, Minute Notes, Draft GP/LCP Document	Projected start/end dates: 1/1/2017/ 9/30/2017
Task 11. Conduct Environmental Review pursuant to CEQA	Projected start/end dates: 7/1/2017/ 12/31/2017
11.1 Environmental Assessment	Projected start/end dates: 7/1/2017/ 8/31/2017
11.2 Draft Environmental Impact Report	Projected start/end dates: 9/1/2017/ 10/31/2017
11.3 Public Meetings	Projected start/end dates: 11/1/2017/ 12/31/2017
11.4 Prepare Proposed Final EIR	Projected start/end dates: 12/1/2017/ 12/31/2017
Outcome/Deliverables: Agendas, Staff Reports, Minute Notes, Draft and Draft Final EIR Document	Projected start/end dates: 12/1/2017/ 12/31/2017
Task 12. Prepare Final Version of GP/LCP in Response to EIR	Projected start/end dates: 12/1/2017/ 1/31/2017
12.1 Amend Final Version of GP/LCP in response to EIR	Projected start/end dates: 12/1/2017/ 1/31/2017
12.2 Planning Commission approval of EIR and GP/LCP	Projected start/end dates: 12/1/2017/ 1/31/2017
Outcome/Deliverables: Agendas, Staff Reports, Minute Notes, Proposed Final EIR and GP/LCP	Projected start/end dates: 12/1/2017/ 1/31/2017
Task 13. Approval of EIR and GP/LCP by City Council	Projected start/end dates: 1/1/2018/ 1/31/2018
13.1 City Council consideration of Final EIR and GP/LCP	Projected start/end dates: 1/1/2018/ 1/31/2018
Outcome/Deliverables: Agendas, Staff Reports, Minute Notes, Approved EIR and GP/LCP	Projected start/end dates: 1/1/2018/ 1/31/2018
Task 14. Implementation Planning – Zoning Updates to Implement GP/LCP	Projected start/end dates: 2/1/2018/ 8/31/2018
14.1 Announce and publicize new GP/LCP	Projected start/end dates: 1/1/2018/ 2/28/2018
14.2 Disseminate Executive Summary to stakeholders	Projected start/end dates: 1/1/2018/ 2/28/2018
14.3 Implement the plan through Zoning Code, Annual Work Program, Budget, and other means	Projected start/end dates: 3/1/2018/ 7/28/2018
14.4 Provide GP/LCP Annual Report to Planning Commission and City Council	Projected start/end dates: 3/1/2018/ 4/28/2018



14.5 Amend GP/LCP if needed	Projected start/end dates: 2/1/2018/ 8/31/2018
Outcome/Deliverables: Agendas, Staff Reports, Minute Notes, Notices and Advertisements,	Projected start/end dates: 1/1/2018/ 8/31/2018

Please list (1) all significant and pertinent project benchmarks related to the project for which funds are being requested, (2) expected dates for reaching or completing those steps. These will be used in monitoring grant progress and in grant reporting under approved grant agreements.

BENCHMARK SCHEDULE

ACTIVITY	COMPLETION DATE
Initiation of GP/LCP Update Process	5/24/2016
GP/LCP Committee Resolution	6/25/2016
Consultant Selection	9/30/2016
Committee Preparation for Planning Process	9/30/2016
Public Announcement of GP/LCP Update	9/30/2016
Stakeholder and Community Meetings	12/31/2016
Baseline Data provided to Committee	10/31/2016
Committee Review and Research	12/31/2016
Working Draft GP/LCP	4/30/2017
Draft GP/LCP to Committee	9/30/2017
Draft EIR	10/31/2017
Draft Final EIR	12/31/2017
Planning Commission Review of EIR and GP/LCP	12/31/2017
Proposed Final EIR and GP/LCP	1/31/2017
City Council Review of EIR and GP/LCP	1/31/2018
Advertise New GP/LCP	2/28/2018
Disseminate GP/LCP to Stakeholders	2/28/2018
Develop Implementation Zoning Code Update	8/31/2018

3. **BUDGET.** Please provide a proposed budget, including the funding request, total project cost, estimated costs per task, funding sources, and in-kind services.

APPLICATION BUDGET INFORMATION

Funding Request: \$125,000

Total Project Cost: \$302,440

If multiple funding sources are being used, in the funding sources matrix below, list the major tasks of the proposed project and indicate the estimated cost of each, including source of funding for task. These tasks should correlate with your overall Work Program. An example follows the matrix.



PROJECT FUNDING SOURCES

Task Number	Task Name	Total Cost	Allocation of total cost among all funding sources	
			Applicant's Funding	LCP Grant Funding
1	Initiation and Promotion	\$2,612	\$2,612	\$0
2	Identify Participants	\$2,312	\$2,312	\$0
3	Consultant Selection	\$4,924	\$4,924	\$0
4	Engage Stakeholders and Community	\$15,173	\$9,548	\$5,625
5	Prepare Committee Members for Planning	\$11,148	\$9,648	\$1,500
6	Public Announcements of GP/LCP Update	\$6,268	\$3,768	\$2,500
7	Provide Formal Documents to Committee	\$5,071	\$4,446	\$625
8	Committee Review and Research	\$26,445	\$23,320	\$3,125
9	Planning Review Process	\$29,235	\$26,110	\$3,125
10	Draft GP/LCP Document Preparation	\$127,463	\$27,338	\$100,125
11	Conduct Environmental Review Pursuant to	\$38,856	\$16,356	\$22,500
12	Prepare Final Version of GP/LCP in Response	\$17,982	\$11,732	\$6,250
13	City Council Approval of GP/LCP	\$7,421	\$4,296	\$3,125
14	Implementation of GP/LCP through Zoning	\$7,530	\$6,030	\$1,500
TOTAL		\$302,440	\$152,440	\$150,000



In-kind Services: \$152,440

In-kind services or contributions include staff time, volunteer time and materials contributed to the project. Please describe and estimate value, and differentiate between expected in-kind contributions and contributions (work or other types of contributions) already obtained/completed.

BUDGET SUMMARY

Grant Application Budget Form

Please use the following form to fill in your estimated budget. Double click on the table to open in excel. Fill in the fields shaded in blue.

	Applicant's Funding	CCC Grant Funding		
Personnel				
Salaries and wages ¹				
Benefits ²				
Total Personnel	\$ -	\$ -		
Consultants³				
Subcontractor A				
Subcontractor B (etc.)				
Total Consultants	\$ -	\$ -		
Operating Expenses				
Postage/Shipping				
Supplies/Materials ⁴				
Travel ⁵				
Indirect Costs ⁶				
Total Operating Expenses	\$ -	\$ -		
Total Budget	\$ -	\$ -		

¹ Attach an explanation of rate(s) and hours for each position for which funds are being requested.

² Amount requested for benefits not to exceed 40% of amount requested for salary or wage.

³ All subcontractors must be selected pursuant to a competitive bidding process that seeks at least three (3) bids from responsible bidders.

⁴ Include a list of the major supplies and materials and how much they cost.

⁵ Travel reimbursement rates are the same as similarly situated state employees.

⁶ Indirect costs include, for example, a pro rata share of rent, utilities, and salaries for certain positions indirectly supporting the proposed project but not directly staffing it.

CITY OF CARPINTERIA LAND USE MAP COASTAL COMMISSION GRANT APPLICATION DIAGRAM

Revisions reflect proposed Land Use Map Amendments
reflected in local Coastal Plan Amendments:
LCP-4-CPH-14-0822-1 (Consistency Review) and
LCP-4-CPH-15-0018-1 (London/Castles)

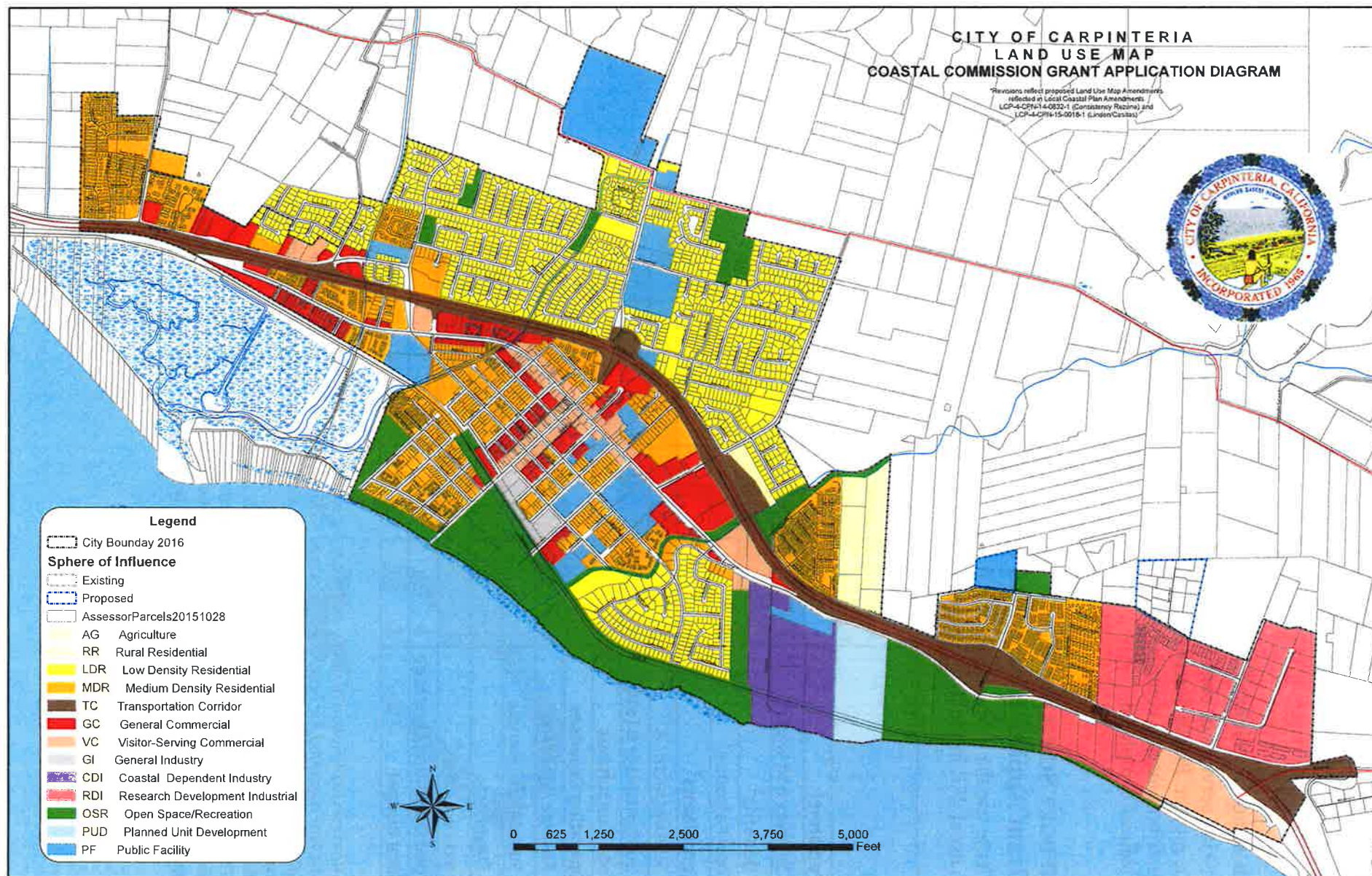


Legend

- City Boundary 2016
- Sphere of Influence**
- Existing
- Proposed
- AssessorParcels20151028
- AG Agriculture
- RR Rural Residential
- LDR Low Density Residential
- MDR Medium Density Residential
- TC Transportation Corridor
- GC General Commercial
- VC Visitor-Serving Commercial
- GI General Industry
- CDI Coastal Dependent Industry
- RDI Research Development Industrial
- OSR Open Space/Recreation
- PUD Planned Unit Development
- PF Public Facility



0 625 1,250 2,500 3,750 5,000
Feet





City of Carpinteria

COUNCIL AGENDA STAFF REPORT May 9, 2016

ITEM FOR COUNCIL CONSIDERATION

Purchase and installation of entry and interior doors at Carpinteria City Hall.

STAFF RECOMMENDATION

Action Item; X Non-Action Item

Authorize the City Manager to execute and issue a Construction Services Agreement in the amount of \$41,000.00 to Center Glass Company to purchase and install new entrance and interior doors at Carpinteria City Hall.

MOTION: I move to authorize the City Manager to execute the Construction Services Contract in an amount not to exceed \$41,000.00 for new exterior and interior doors for Carpinteria City Hall.

BACKGROUND

The City of Carpinteria purchased the Current City hall in January of 1975. The premises was previously owned by the Chevron Oil Company. The building's exterior doors are thought to be original to the building's construction and may be over 50 years old.

The City hired a licensed architect in 2015 to design specific City Hall building improvements including replacement of exterior and certain interior doors.

DISCUSSION

Carpinteria City Hall was constructed over fifty years ago and the original exterior doors are still in use. The doors do not conform to modern standards including those related to accessibility, energy conservation, building safety and security.

In March 2015, Carpinteria City Hall was evaluated for accessibility by Disability Access Consultants. In their written evaluation, the entrance doors were noted as requiring too

much force to operate and having improper door handle height. Additionally, the doors do not have sufficient kick panel height.

The existing doors may have non-tempered glass. No indicating etch mark can be found on the existing doors to verify if they have tempered glass. Tempered glass is as much as five times stronger than non-tempered glass. Also, tempered glass is much safer if it does shatter because it breaks into small beads without dangerous shards. This is why tempered glass is also known as safety glass. Tempered glass is required to be installed in every new door to comply with current building code.

New doors will also be energy efficient and compliant with the California Energy Commission's Title 24 energy standards.

The new doors will also provide better building security. The doors proposed are electronic lock ready so that lock sets can be installed to use keypads, card readers or mechanical keys, improving access and building security.

The front entrance doors are also proposed to be equipped with an automatic opener to best comply with the Americans with Disabilities Act. This automatic door opener will be push button actuated. The doors will also be able to be opened manually.

A high quality replacement door product was selected by a City hired architect to ensure the product selected conforms to existing building code requirements, would conform to the building's design, and be of high quality.

POLICY CONSIDERATIONS

The project will improve the City's ability to provide essential government functions including public meetings by improving accessibility, energy efficiency, safety and security.

FINANCIAL CONSIDERATIONS

The funding for this purchase is proposed to come from the General Facility DIF Fund. The funds have been budgeted as part of the FY 2015/16 Fiscal Year. The General Facility DIF Fund has approximately \$183,000 available.

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

Construction Services Agreement

Staff contact: Matthew Roberts, Parks and Recreation Director

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



Signature



Signature

Reviewed by: Dave Durflinger, City Manager

AGREEMENT FOR CONSTRUCTION CONTRACTOR SERVICES

THIS AGREEMENT FOR CONSTRUCTION CONTRACTOR SERVICES ("**Agreement**") is made and effective as of the ____ day of May 2016 by and between the City of Carpinteria, a municipal corporation ("**City**"), and Center Glass Company ("**Contractor**") (collectively, the "**Parties**") at Carpinteria, California, with reference to the following facts:

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

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

1. **SERVICES.**

- 1.1 **Basic Work.** City hereby retains Contractor to perform the services described and set forth in the attached Exhibit A ("**Basic Work**"), which is incorporated by this reference as though set forth in full. Contractor agrees to furnish at his own expense all labor, materials, equipment, tools, transportation, and services necessary for the successful completion of the Basic Work, except such materials, equipment and services as may be stipulated in Exhibit A. Contractor shall complete the Basic Work according to a schedule of performance which is also set forth in Exhibit A. The Parties agree and acknowledge that time is of the essence in performance of this Agreement.
- 1.2 **Additional Work.** In addition to the Basic Work, City may elect to have Contractor perform additional work that is beyond the current scope of the Basic Work ("**Additional Work**"). Such Additional Work shall be mutually agreed to in advance and specified in a writing, which shall also specify the basis for the Contractor's fee for such Additional Work. Basic Work and Additional Work are referenced collectively as "**Work**."

2. **PERFORMANCE.**

- 2.1 **Standard of Performance.** Contractor shall faithfully, competently and diligently perform the obligations and responsibilities required by this Agreement, applying best management practices and the same standards of care utilized by persons commonly engaged in providing similar services as are required of Contractor hereunder in meeting its obligations under this Agreement. Contractor shall review all plans and specifications and report any errors or omissions to the City before beginning any Work. Contractor shall not engage the assistance of subcontractors for performance of the Work unless previously agreed to in writing by the Public Works Director or his/her designee.

All Work is to be completed in accordance with, and as applicable to the latest revision of Santa Barbara County's Engineering Design Standards, City of Carpinteria Municipal Code, Caltrans Standard Specifications for Public Works Construction, and traffic control as set forth in accordance with the provisions of the California MUTCD or as specified by the Public Works Director or his/her designee.

- 2.2 **Completion of Work.** Work shall be completed within 60 days of the signed date of this Agreement, unless extended in writing by the City.
 - 2.3 **Labor and Materials.** Contractor agrees to furnish at his own expense all labor, materials, equipment, tools, transportation, and services necessary for the successful completion of the Work, except such materials, equipment and services as may be stipulated in Exhibit A. Contractor shall supervise fulfillment of the provisions of this Agreement by its employees and subcontractors and shall be responsible for the timely performance of the Work as required by this Agreement.
 - 2.4 **Review of Work.** Contractor shall furnish City with reasonable opportunities from time to time to ascertain whether the Work is being performed in accordance with this Agreement. All work done and materials furnished shall be subject to final review and approval by the Public Works Director or his/her designee; Contractor is not authorized to provide final approval or review, which is solely City's function and role. City review and approval of such Work shall not, however, relieve Contractor of any of its obligations under this Agreement.
 - 2.5 **Contract Administration.** The Public Works Director or his/her designee shall represent the City in all matters relating to the administration of this Agreement. The Public Works Director or his/her designee shall have the authority to act on the City's behalf to review and approve all Work submitted by Contractor and may execute all necessary documents to authorize Contractor to perform Additional Work as provided for herein.
 - 2.6 **Representations and Warranties.** Contractor represents and warrants to City that: (i) its fulfillment of its obligations and, as applicable, performance the Work under this Agreement, will not violate any applicable or breach any contracts with third parties and (ii) it has the right, power and authority to fulfill its obligations, and, as applicable perform the Work, and enter into this Agreement; (iii) the Work contemplated hereunder will be performed by adequately trained and properly licensed personnel in a professional manner, with such personnel having the requisite skill and expertise necessary to perform and complete the Work in accordance with best management practices and industry standards and in accordance with the terms and conditions of this Agreement; and (iv) the Work and all deliverables provided hereunder will conform to the specifications agreed-to by the parties.
3. **TERM.** This Agreement shall be effective as of the date first above written and shall continue until all Work to be provided by Contractor are completed to the satisfaction of the City.

4. **COMPENSATION.**

- 4.1 **Basic Work.** For Basic Work, City shall pay Contractor on a time and materials basis, not to exceed amount of forty-one thousand eight hundred eighty and 00/100 dollars (\$41,000.00) as full compensation for all labor, materials, equipment, tools, transportation, and Work. .

Contractor agrees that the above named price shall be full compensation for successful completion of the Basic Work pursuant to the terms outlined in Exhibit A, as well as for furnishing all said labor, materials, equipment, tools, transportation and services, furnishing and removing all plant, temporary structures, tools, and equipment, and doing everything required by this Agreement, for all loss and damages arising out of the nature of the Work, or from the action of the elements, or from any unforeseen difficulties which may arise during the prosecution of the Work until its acceptance by City, and for all risks of every description connected with the Work, for all expenses resulting from the suspension or discontinuance of work, except as are expressly stipulated in this Agreement to be borne by City and for completing the Work in accordance with the requirements of this Agreement.

- 4.2 **Additional Work.** Contractor shall not be compensated for any Work rendered in connection with its performance of this Agreement which is in addition to the Basic Work, unless such Additional Work is authorized in advance and in writing in the method provided for herein. Contractor will submit fee estimates for such Additional Work upon request of City.
- 4.3 **Consideration.** Contractor agrees to perform the Work according to the terms of this Agreement for the abovementioned price and City agrees to pay Contractor at the time, in the manner, and upon the conditions stipulated in this Agreement. City and Contractor, for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants contained in this Agreement and in the attached Exhibits.
- 4.4 **Invoiccs.** Each and every payment by City shall be subject to City's receipt of an invoice outlining the items for which payment is requested. Payment to Contractor as to any undisputed fees shall be made, after verification of Contractor's performance, within 30 (thirty) days of receipt of invoice. If City disputes any of Contractor's fees, it shall give written notice to Contractor within 30 (thirty) days of receipt of an invoice of such disputed fees. The City shall pay interest at the legal rate on any invoices not paid within 30 days of submission where the validity of the request is not disputed and the request has been properly submitted.
- 4.5 **Withholding.** City reserves the right to withhold future payment to Contractor if any aspect of the Contractor's work is found to be substantially inadequate. City shall notify Contractor in writing of deficiencies believed to be substantially inadequate within thirty (30) days after completion of Work.

- 4.6 **Taxes/Insurance/Licenses.** Contractor shall be solely responsible for the payment of any federal, state, or local income tax, social security tax, workers' compensation insurance, state disability insurance, and any other taxes or insurance which Contractor is responsible for paying as an independent contractor under federal, state or local law. At all times during the term of this Agreement, Contractor and all subcontractors shall have in full force and effect all licenses necessary for the performance of Work hereunder, including without limitation, business licensing from City, all at the sole cost of Contractor.

5. **RECORDS.**

- 5.1 **Financial Records.** Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of Work under this Agreement. Contractor shall also maintain adequate records of Work provided in sufficient detail to permit an evaluation of Work. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible.
- 5.2 **Access to Records.** Contractor shall provide free access to the representatives of City or its designees at reasonable times to books and records as set forth in Section 5.1; shall give City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of four (4) years after receipt of final payment.
- 5.3 **Original Records.** Upon completion of, or in the event of termination or suspension of this Agreement, all completed and incomplete original agreements, data, documents, designs, drawings, exhibits, maps, models, computer files, reports, studies, surveys, notes, and other work, materials or documents prepared or used to prepare Contractor's work product in the course of providing the Work pursuant to this Agreement ("Contractor Work Product") shall become the sole property of City once the Contractor has received payment. City may duplicate, disclose, disseminate, use, reuse or otherwise dispose of Contractor Work Product in whole or in part in any manner it deems appropriate, without the permission of Contractor. With respect to computer files, Contractor shall make available to the City, at Contractor's office and upon reasonable written request by City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files. Contractor may retain copies of such Contractor Work Product as a part of its record of professional activity.

6. **TERMINATION.**

- 6.1 **Termination Without Cause.** This Agreement may be terminated by either party for any reason upon ten (10) days prior written notice by the terminating party to the other party. In the event of a termination, the date of termination shall be deemed to be the first business day occurring after the expiration of the notice period. Upon receipt of said notice, Contractor shall immediately cease all work under this Agreement, unless the

notice provides otherwise. If City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

6.2 **Termination With Cause.** City may terminate this Agreement with cause, effective immediately upon written notice of such termination to the other party and failure of the breaching party to correct to the City's satisfaction within five (5) days of receiving such notice, based upon the occurrence of any of the following events:

- Material breach of this Agreement by Contractor;
- Cessation of Contractor, or subcontractors under his or her control, to be licensed, as required;
- Failure to substantially comply with any applicable federal, state or local law or regulation;
- Filing by or against Contractor of any petition under any law for the relief of debtors; and,
- Filing of a criminal complaint against Contractor for any crime, other than minor traffic offenses.

6.3 **Performance and Payment Upon Termination.** In the event this Agreement is terminated, with or without cause, City shall pay Contractor for the outstanding balance owed for Work performed up to the time of termination. Upon termination of the Agreement, Contractor shall submit an invoice to City as provided for herein and shall submit to the City all of its files for any billable or non-billable matters in which the Contractor is involved under the scope of this Agreement.

6.4 **Termination Upon Mutual Consent.** This Agreement may also be terminated by mutual consent of the Parties and in accordance with the terms and conditions of any plan of termination established by the Parties. In the event of a termination by mutual consent, the date of termination shall be such date as is agreed upon by the Parties. The Parties may agree to suspend or terminate a portion of this Agreement and such suspension or termination shall not make void or invalidate the remainder of this Agreement.

7. **DISPUTE RESOLUTION.** If any dispute, claim or disagreement shall arise relative to the interpretation or enforcement of this Agreement, the Parties shall use commercially reasonable efforts to settle the dispute, claim or disagreement. To this end, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. If they do not reach such a solution within a period of thirty (30) days, then, upon notice by either party to the other, the dispute, claim or disagreement shall be submitted to final, binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitrator shall have the authority to assess arbitration costs and expenses against either or both Parties. The decision in the arbitration shall be binding on all Parties, and judgment on any arbitration award may be entered in any court of competent jurisdiction.

8. **INSURANCE.** Prior to the beginning of the Work and for the duration of this Agreement, Contractor shall maintain insurance coverage as specified in the attached Exhibit B, which is incorporated by this reference as though set forth in full.
9. **INDEMNIFICATION.** To the fullest extent permitted by law, Contractor shall indemnify, protect, defend and hold harmless City and any of its officials, employees and agents ("**Indemnified Parties**") from and against any and all losses, liabilities, obligations, claims, penalties, damages, costs, interest, actions, judgments, suits and expenses or disbursements of any kind or nature whatsoever, including attorneys' fees and costs ("**Claims**"), which in any way relate to this Agreement or to the performance of this Agreement by any individual or entity for whom Contractor is legally liable, including but not limited to, officers, agents, employees, subcontractors or consultants of Contractor ("**Agents**"). Contractor shall also indemnify, defend and hold harmless Indemnified Parties from and against any and all Claims which arise out of the negligence, recklessness, strict liability or willful misconduct of the Contractor and Agents.
10. **RELEASE OF INFORMATION.**
- 10.1 **Confidentiality.** All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released except to the City, directly or indirectly, by Contractor without City's prior written authorization. Contractor, its officers, employees or subcontractors shall not voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the Work performed under this Agreement unless requested by the City Attorney or authorized in writing by the City Manager or his designee. Response to a subpoena or court order shall not be considered "voluntary" provided that Contractor shall give City prompt written notice of any such court order or subpoena. The provisions of this Paragraph shall survive the termination of this Agreement.
- 10.2 **Notice and Cooperation.** Contractor shall promptly notify the City Manager and City Attorney in writing if Contractor, its officers, employees, agents or subcontractors are served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any person or party related to this Agreement and/or Contractor's related Work. City has no obligation to, but may exercise discretion to represent Contractor and/or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide the City an opportunity to review any response to discovery requests provided by Contractor. However, City's right to review any such response does not grant or imply a right of City to control, direct, dictate or rewrite said response.
11. **RELATIONSHIP TO CITY.**
- 11.1 **Independent Contractor.** Contractor is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the Work under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, subcontractors, or agents, except as set forth in this Agreement. Contractor shall not at

any time or in any manner represent that it or any of its officers, employees, subcontractors or agents are in any manner officers, employees or agents of City. Contractor shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

- 11.2 **Contractor Duty to City.** Contractor understands and agrees that its responsibility to provide complete and accurate Work is owed solely to City and that its accountability under this contract shall likewise be solely to City and not to any City applicants or any other third person or entity.
- 11.3 **Interest of Contractor.** Contractor agrees to comply with all applicable conflict of interest codes. Contractor represents and warrants to City that it presently has no interests, and covenants that it shall not acquire any interests, direct or indirect, financial or otherwise, which would conflict with the performance of the Work to be provided by Contractor under this Agreement. Contractor further covenants that, in the performance of this Agreement, no subcontractor or employee having such an interest shall be employed by Contractor. Contractor certifies that neither he nor any of his officer, employees, subcontractors, or agents has or will have any prohibited financial interest under this Agreement.
- 11.4 **Undue Influence.** Contractor declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement or financial inducement. No officer or employee of City will receive compensation, directly or indirectly, from Contractor or any officer, employee, subcontractor or agent of Contractor, in connection with the award of this Agreement or any Work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling City to any and all remedies at law or in equity.
- 11.5 **Third Party Beneficiaries.** This Agreement is entered into solely for the benefit of the City and the Contractor and will not confer any rights upon any person not expressly a party to this Agreement.

12. GENERAL PROVISIONS.

- 12.1 **Further Assurances.** City and Contractor each agree to cooperate with one another, to use their best efforts, to act in good faith, and to promptly perform such acts and execute such documents or instruments as are reasonably necessary and proper to consummate the transactions contemplated by this Agreement.
- 12.2 **Notices.** All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if personally served or on the second day after mailing if mailed by first-class mail, registered or certified, return receipt requested, postage prepaid and properly addressed as follows:

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

To Contractor:
Attn: Randy Gluden
Center Glass Company
3910-A Market Street
Ventura, CA 93003
P 805 642-0149
C 805 218-5110

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

- 12.3 **Legal Responsibilities.** Contractor shall keep itself informed of state, federal and laws and regulations which in any manner affect those employed by it or in any way affect the performance of its Work pursuant to this Agreement. The Contractor shall reasonably observe and comply with such laws and regulations. The City and its officers and employees shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this Section.
- 12.4 **Notice of Claims.** City agrees to timely notify Contractor of the receipt of any third party claim related to the Agreement.
- 12.5 **Licenses.** At all times during the term of this Agreement, Contractor and all officer employees, subcontractors or agents of Contractor shall have in full force and effect, all licenses required by law for the performance of Work described in this Agreement.
- 12.6 **Labor Conditions.** City is a public entity in the state of California, and therefore, City and Contractor are subject to the provisions of the Government Code and the Labor Code of the state of California. All provisions of law applicable to public contracts and/or this Agreement are incorporated herein by this reference and are made a part of this Agreement to the same extent as if they were fully stated in the Agreement and shall be complied with by Contractor.
- 12.7 **Labor Requirements.** Contractor shall abide by all federal and California laws and regulations regarding wages, including, without limitation, the Fair Labor Standards Act and the California Labor Code, which, in part, mandate that 8 hours' labor constitutes a legal days' work, and require Contractor to pay the general prevailing wage rates. The California statutory provisions for penalties for failure to pay prevailing wages will be enforced and the statutory provisions for penalties for failure to comply with California's wage and hour laws will be enforced. In addition, Contractor must secure the payment of workers' compensation to its employees as provided by California law. Contractor must also comply with the statutory requirements relating to the employment of apprentices. Additionally, Contractor is required to comply with all statutory requirements relating to certified payroll records, including the maintenance of the records, their certification, and their availability for inspection.

- 12.8 **Discrimination.** No person shall be excluded from employment in the performance of this Agreement on the grounds of race, creed, color, sex, age, marital status, sexual orientation or place of national origin. Contractor shall comply with all local, state, and federal laws relating to equal employment opportunity rights.
- 12.9 **Assignment.** Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of City, which shall have the sole discretion to consent to any proposed assignment. Specifically, but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- City and Contractor each binds itself, its successors, assigns and legal representatives to the other party, its successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in this Agreement.
- 12.10 **Waiver.** No waiver of a provision of this Agreement shall constitute a waiver of any other provision, whether or not similar. No waiver shall constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
- 12.11 **Force Majeure.** Neither Contractor nor City shall be liable for any delays resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority.
- 12.12 **Construction of Terms.** All parts of this Agreement shall in all cases be construed according to their plain meaning and shall not be construed in favor or against either of the parties. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, in whole or in part, the remainder of this Agreement shall remain in full force and effect and shall not be affected, impaired or invalidated thereby. In the event of any provision shall be adjudged invalid, void or unenforceable, the parties hereto agree to enter into a supplemental agreement to effectuate the intent of the parties and the purposes of this Agreement.
- 12.13 **Controlling Law.** The City and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement, with venue proper only in the County of Santa Barbara, State of California.
- 12.14 **Authorization.** All officers and individuals executing this and other documents on behalf of the respective parties hereby certify and warrant that they have the capacity and have been duly authorized to execute said documents on behalf of the entities indicated.
- 12.15 **Entire Agreement.** This Agreement, along with its attached exhibits, which are incorporated herein by this reference, constitutes the entire Agreement between the parties and supersedes all prior and contemporaneous agreements, representations and

understandings of the parties. This Agreement may be altered, amended or modified only by a supplemental writing executed by the parties to this Agreement and by no other means. Each party waives any future right to claim, contest, or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreement, course of conduct, waiver or estoppel.

12.16 Counterparts. This Agreement may be executed in counterparts, each of which shall remain in full force and effect as to each party.

12.17 Severability. In the event that any term or provision of this Agreement shall be held to be invalid, void or unenforceable, then the remainder of this Agreement shall not be affected, impaired or invalidated, and each such term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

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

"CITY"
City of Carpinteria

"CONTRACTOR"

By: _____
David Durflinger, City Manager

By:  _____
PRESIDENT
Center Glass Company

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



Contractor's Proposal

Date : April 14, 2016

City of Carpinteria

Attention: Matthew Roberts

Re: City Hall Door Storefront Door and Hardware Replacements

PROPOSAL

We hereby propose to furnish all materials and labor to complete the following:

- 1 - Main entry door assembly with sidelights, transoms, frames, glass and hardware.
- 2 - Side entry doors with transom, frames, glass and hardware.

All doors include Von Duprin 35 series electrified exit devices (right side only at main entry)
LCN 4041 closers, continuous gear hinges, power transfers, power supplies, door pulls, cylinder
housings, (Cores by the City) thresholds, weather stripping, 1" insulated glass, thresholds, related
sealants.

\$ 23,500.00. Price includes local prevailing wage requirement's

Electrical work, card reader system not included and is by others.

Alternate Main Entry -

Add \$ 4,800.00 for one (1) ADA power assist operator with bollard exterior, push pad interior.

We exclude the following, unless noted above.

- | | |
|--|---|
| 1. Final Cleaning on installed products. | 2. Protection of our products after installation. |
| 3. Breakage or damaged caused by others. | 4. Permits / or civic approvals. |
| 5. Delays beyond our control. | 6. Structural steel, building structure. |
| 7. Preparation of site, structural, mechanical. | 8. Electrical, low voltage, wiring. |
| 10. Flashings not specifically called out as part of the window assembly. | |
| 11. Product Warranties beyond those provided by manufacture. Labor warranted for one year. | |

By:

Randy Gulden

Accepted By:

Date:

Payment terms: Due upon receipt of invoice. 100% upon completion. 1.5% interest on invoices past 30 days. Deposits, if required, on a per job basis. Attorney's fee's will be paid by the customer in the event legal action is required to collect payment. All work to be installed in accordance with local building codes and industry standards. Standard labor warranty shall be for one year from date of our completion. Acceptance of this proposal authorizes the above work to be done and fully accepts the above prices, terms, and conditions.

THIS PROPOSAL IS VOID IF NOT ACCEPTED WITHIN THIRTY DAYS FROM DATE OF OFFER, SHOWN ABOVE.

DIR # 1000008277



Date : May 3, 2016

City of Carpinteria

Attention: Matthew Roberts

Re: City Hall Storefront Door and Hardware Replacement

PROPOSAL # 2

We hereby propose to furnish all materials and labor to complete the following:

2 - 3070 Storefront doors with transoms, frames, glass and hardware.

Medium stile doors, ADA compliant 10" bottom rails, Von Duprin 35 exit devices, LCN 4041 closers, continuous gear hinges, power transfers, power supply, door pulls, cylinder housings (cores by the city) thresholds, weather stripping, 1" insulated glass, related sealants.

\$ 12,380.00

Electrical work, card reader not included and is by others.

We exclude the following, unless noted above.

- | | |
|--|---|
| 1. Final Cleaning on installed products. | 2. Protection of our products after installation. |
| 3. Breakage or damaged caused by others. | 4. Permits / or civic approvals. |
| 5. Delays beyond our control. | 6. Structural steel, building structure. |
| 7. Preparation of site, structural, mechanical. | 8. Electrical, low voltage, wiring. |
| 9. Door hardware, unless listed above. | 9. Demolition |
| 10. Flashings not specifically called out as part of the window assembly. | |
| 11. Product Warranties beyond those provided by manufacture. Labor warranted for one year. | |

By:

Randy Gulden

Accepted By:

Date:

Payment terms: Due upon receipt of invoice. 100% upon completion. 1.5% interest on invoices past 30 days. Deposits, if required, on a per job basis. Attorney's fee's will be paid by the customer in the event legal action is required to collect payment. All work to be installed in accordance with local building codes and industry standards. Standard labor warranty shall be for one year from date of our completion. Acceptance of this proposal authorizes the above work to be done and fully accepts the above prices, terms, and conditions.

THIS PROPOSAL IS VOID IF NOT ACCEPTEED WITHIN THIRTY DAYS FROM DATE OF OFFER, SHOWN ABOVE.

EXHIBIT B
INSURANCE REQUIREMENTS

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

Contractor shall provide the following types and amounts of insurance:

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

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

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

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

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

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

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

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

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

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

EXHIBIT C

WORKERS' COMPENSATION STATEMENT

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Acknowledged and Agreed:



Randy Gulden, President
CENTER GLASS CO.



City of Carpinteria

COUNCIL AGENDA STAFF REPORT May 9, 2016

ITEM FOR COUNCIL CONSIDERATION

Eucalyptus tree removal and replacement at Heath Ranch Park.

STAFF RECOMMENDATION

Action Item; X Non-Action Item

1. Accept the recommendations of the Tree Advisory Board.
2. Direct Staff to prepare a tree removal and updated replacement plan with assistance by a certified arborist.
3. Direct Staff to apply for a Coastal Development Permit for the project.

MOTION: I move to;

1. Accept the recommendations of the Tree Advisory Board.
2. Direct Staff to prepare a tree removal plan and an updated replacement plan with assistance by a certified arborist.
3. Direct staff to apply for a Coastal Development Permit for the project.

BACKGROUND

Heath Ranch Park was officially named by an action of the Carpinteria City Council on April 9, 1973 when Resolution No. 488 was adopted. In that establishing Resolution, the park and the adobe ruins were also designated as Carpinteria Historical Landmark No. 2.

Within the boundaries of the park, a ruin of an adobe structure, thought to be originally built in 1858, exists under a protective metal roof. The building belonged to Russel Heath, who served as a District Attorney, was the first county sheriff and a California state legislator. The adobe structure is thought to be the oldest existing structure in the Carpinteria Valley. In the 1880's, a two story Victorian style house was built over the adobe transforming it into an impressive home for the time. About the same time, a

number of eucalyptus trees were planted on the property, some of which remain today. These trees, Tasmanian Blue Gums, lined the carriageway (or driveway) that extended about 1,000 feet to the south, all the way down to what is now known as Via Real; far beyond the current park boundaries. This variety of blue gum trees is reported to have a typical life span of about 100 -150 years in southern California. The trees within this neighborhood park are thought to be about 135 years old.

Eucalyptus trees are known to drop large branches unexpectedly. Furthermore the Blue gum eucalyptus generally does not form a taproot. It produces roots throughout the soil profile, rooting several feet deep on soils that permit it, or shallowly otherwise¹.

Today, the California Invasive Plant Council lists on their A-1 list, the Blue Gum as an invasive tree and recommend that they not be planted as they easily spread to adjacent areas.

In spite of the negative aspects of the eucalyptus trees in Heath Ranch Park, they are tall and majestic and are a part of the history of the Carpinteria Valley. Also, the trees can provide important habitat. Red tailed hawks and owls are known to roost in the trees' upper branches.

In late November of 2002, one of the large eucalyptus trees in the park fell without warning. The lifted roots revealed what appeared to be a relatively small root system for a large tree. In July of 2003, another eucalyptus was removed as it was beginning to list to the north and had noticeable structural defects in its lower trunk.

In August 2004, the City hired an arborist to evaluate the remaining eucalyptus trees in the park. A report titled: Tree Evaluation Report: Blue Gums at Heath Ranch Park, City of Carpinteria was prepared by the arborist. The report contains recommendations that include the removal of trees six trees.

On October 25, 2005, the Carpinteria Tree Advisory Board (TAB) heard a staff presentation about the status of the trees as well as heard public testimony from concerned members of the community. TAB members were previously provided with

¹ Forestry article by Roger G. Skolmen and F. Thomas Ledig, Silvics of Forest Trees of the United States," This handbook is the result of a service wide project of Timber Management Research, Forest Service, U.S. Department of Agriculture.
https://www.na.fs.fed.us/pubs/silvics_manual/volume_2/eucalyptus/globulus.htm

arborists reports for their review. The TAB passed a motion recommending removal of four trees consistent with staff recommendation by a four to one affirmative vote.

On November 15, 2005, the City Council directed staff to remove two eucalyptus trees seen as the most compromised and to continue to monitor and evaluate the remaining trees



12 Native trees were planted at the park in 2006 to serve as succession trees. Seven Portola sycamore trees were planting to replicate the carriage way that once approached the Heath residence. As can be seen in the pictures above. Since the 2006 planting, these trees have grown to about thirty-five feet in height.

The City hired an arborist to provide a eucalyptus tree report every four years thereafter, in 2007, 2011 and in 2015.

DISCUSSION

It was the January 2015 report prepared by Ken Knight that raised new issues with the remaining trees that required further review and possible action. This report stated that all the large eucalyptus trees except the southern most, tree No. 7, were with significant hazard and action should be taken to prevent injury, property damage or death.

Recognizing the importance of the trees, the City then requested an additional opinion by another arborist, Duke McPherson, who authored another analysis. This report concluded that the trees are with significant risk and should be removed.

Both reports indicated that the shape and form of the trees was such that corrective pruning or other actions would not significantly reduce the risk factor and would be costly. Heavy crown reduction would also perpetuate the trees' poor form lead to greater risk of limb drop. However, both arborists agreed that tree No. 7 was a beautiful specimen and should be further evaluated to determine if it could be saved.

The City followed this recommendation and had a root zone analysis performed as well as a safety prune of tree number seven. The City also requested a cultural care plan be prepared for tree No 7 that improves the prospect that tree can remain in the park for years to come.

On September 14, 2015, the City presented the matter to the Santa Barbara County Historical Commission. While this panel does not have jurisdiction over the City's Park, they agreed to hear the matter and offered some opinions about the proposed tree removal and replacement plan. The minutes of their meeting is attached to this report.

On April 7, 2016, the Tree Advisory Board held a special meeting to consider the two arborists reports. After hearing the report and taking public testimony, the Board passed the following motion.

The Tree Advisory Board made a recommendation for the City Council to contract a certified arborist to develop a five year maintenance and removal/replacement plan for trees 2, 3, 4 and 5 that incorporates International Society of Arboriculture (ISA) standards and is completed prior to the November rainy season.

Tree Replacement

Should the City Council approve the staff recommendation and remove four large trees from the park, then a tree replacement is envisioned. In 2005, a tree replacement plan was prepared and implemented in part as space allowed. Staff will work to update this plan as part of the project. The principle feature of the replacement plan is to recreate the carriageway using native sycamore trees that are grown from cuttings of the locally famous Portola Sycamore Tree. This tree is a true Carpinteria native. Sycamore trees are generally considered excellent park area trees. Full implementation of the replacement plan is advised by Staff.

Should Staff be given direction to proceed with tree replacement, reuse of the eucalyptus tree trunks will be considered. Such uses could include the fashioning of benches or landscape features.

Permit Process

Should the City Council direct staff to proceed with a tree removal and replacement project, staff will prepare an application for a coastal development permit. For an

application to be completed, it is anticipated that a historical resources report, an environmental analysis and an updated tree plan will need to be completed.

POLICY CONSIDERATIONS

The proposal to remove four of the existing eucalyptus trees is motivated by two arborists' reports that indicate there is a public safety hazard. Public safety is always a primary concern of the City. Removal of specimen trees, trees of special interest and those within the boundaries of an historical landmark are being proposed only due to serious public safety concerns.

If directed by the City Council, Staff will seek CEQA compliance and obtain a Coastal Development Permit for the removal and replacement project.

FINANCIAL CONSIDERATIONS

Estimates to remove the trees will likely exceed \$15,000 dollars and will need to be budgeted.

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

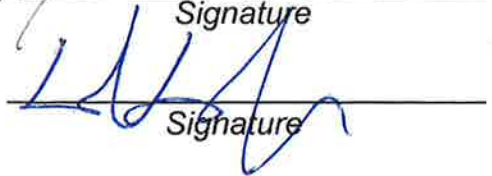
ATTACHMENTS

- A. Arborist report by Duke McPherson 08/20/15
- B. Arborist Report By Ken Knight 01/25/15
- C. Arborist Report by Ken Knight 12/14/15
- D. Tree Cultural Care Plan for Tree 04/20/16
- E. Historical Landmark Commission Meeting Minutes
- F. Tree Replacement Plan

Staff contact: Matthew Roberts, Parks and Recreation Director

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

Reviewed by: Dave Durflinger, City Manager


Signature

Signature

**Kenneth A. Knight Consulting LLC**

Registered Consulting Arborist #507
69 Calaveras Avenue Goleta, CA 93117
H (805) 968-8523 W (805)252-1952

January 25, 2015

Matthew Roberts, Director, Parks and Recreation
City of Carpinteria
5775 Carpinteria Avenue
Carpinteria, CA 93013
MattR@ci.carpinteria.ca.us

Assignment

Conduct a Level 2 risk assessment of five heritage Blue Gum Eucalyptus (*Eucalyptus globulus*) trees in Heath Ranch Park. A Level 2 assessment as defined by the American National Standard Institute (ANSI) A300 (part 9) Tree Risk Assessment standard is a detailed ground based 360 degree walk by each tree and visual inspection of a tree and its surrounding site using binoculars, mallet, probe, magnifying glass, diameter tape and trowel. A Level 2 assessment provides analysis of data, evaluation of risk and mitigation options.

Summary of findings

The risk failure ratings for each of the five trees are as follows;

Tree 2 – Moderate Risk

Tree 3 – Low Risk

Tree 4 - Moderate Risk

Tree 5 – Moderate Risk

Tree 6 – High Risk

Residual risk ratings remain the same after mitigation

Limitations of this report

1. Not all potential structure and stability concerns associated with trees can be predicted or eliminated.
2. Sudden branch drop is the sudden, unanticipated failure of a tree branch with little or no discernible defect, often associated with long, horizontal branches and warm temperatures. There are no current means of predicting sudden branch drop.
3. Crown reduction is one method of reducing risk by reduce the weight of long, usually horizontal scaffold extensions with little taper and most of its foliage at the end. Crown reduction can reduce the likelihood but not guarantee the avoidance of limb drop. Crown reduction does increase the likelihood of infection and disease entering cut areas of older trees, permanently disrupts their character, increases their long term maintenance needs, and could cause the tree to enter into a death spiral. General crown reduction to reduce risk liability is not recommended in this report, although specific scaffold and branch reductions are recommended for consideration
4. A Level Two analysis provides some indication of the interior structure of the tree, and to the amount of wood supporting the tree. A Level Three analysis can provide more specific information on the location and amount of structurally supportive wood within a tree. Level three information could be used for more exact recommendations on the extent of mitigation necessary to maintain a tree in a lower risk category, and possibly avoiding the reduction or removal of more of the tree than necessary.

Process

On January 10, 2015, I conducted a Level Two detailed assessment of 5 Eucalyptus trees at Heath Ranch Park in Carpinteria. The format and definitions included in this report are from the 2013 International Society of Arboriculture [Tree Risk Assessment Manual](#) and [Tree Risk Assessment Best Management Practices](#).

Observations:

1. Trees one and seven previously failed, possibly due in part to root failure
2. Blue gum trees reconfigure as they age and deteriorate a process sometimes called natural retrenchment. The trunk diameter may continue to grow while branches die and fail—reducing overall height of the tree and increasing stability.
3. This area is in the midst of severe multiple year drought conditions. The trees are in a park area receiving some lawn irrigation at the periphery of the canopies. The trees do not appear to be in a drought stressed condition, but in their native condition, they thrive with regular water. One positive impact of the drought is that root rot from the common Armillaria fungus, which prefers moist conditions, is not as prevalent as it would likely to be given the soil conditions.
4. The area has unrestricted pedestrian access but there are no compaction issues around the trees.
5. The insects causing damages to the leaves are not a cause for significant concern at this time.
6. I did not detect any root problems that revealed themselves through conks and growths on trunks, which usually mean that decay within the tree is extensive.
7. No frass was present indicating the presence of borers such as the eucalyptus long horned beetle.
8. A 2-3 inch mulch underneath the canopies of the trees is beneficial, but care should be taken not to have the mulch deeper than 4". Mulch deeper than 4" prevents necessary water and air from getting to the roots of the tree.
9. While these trees are large heritage trees, the California champion Blue gum measures 141' high, circumference 586" (187" DSH), crown 126'}

Recommendations:

1. **Risk Ratings** –Specific risk ratings and recommended actions are attached for each of the five trees
2. **Mitigations to reduce risk**
 - a. **Branch/Scaffold Reductions** – Specific branch/scaffold reductions are one method of attempting to reduce risk levels. General crown reductions are not recommended for risk reduction as there is no guarantee that reduced canopies will not fail. The purpose of the reduction is to gradually reduce weight on the end of a branch/scaffold to avoid its total failure. This process is best done over a several year period with no more than 15% of the total live growth of the tree (leaves and woody material) should be removed in one year.

Tree care specifications should be written to avoid 'cleaning' a tree of all live and dead interior branches, resulting in 'lion tailing'. As in the case of a lion's tail where there is just a tuft of hair at the end, a lion tailed branch removes all foliage, leaving canopy only at the tip. This type of pruning resulting in structurally unstable trees.

An essential element of a tree risk management program to avoid tree failures is to maintain trees in healthy and vigorous growing conditions. This maintenance program could include occasional deep watering of periphery of canopy during drought periods and installation of 2-3" of mulch under tree canopies (not touching trunks).
 - b. **Level 3 Tree Risk Analysis** - Consider conducting Level 3 tree risk analysis on trees 2, 5 and 6 as identified in this Level 2 report. A Level Three analysis generally involves the use of tomography to more clearly identify the extent of decay and remaining structurally sound wood in a tree trunk, along with other more advanced investigative methodologies. This level of analysis provides more information and evidence to support taking aggressive actions, such as crown reductions, as a means of retaining the trees.

Also of concern in trees 2, 5 and 6 are potential disease/insect issues that could weaken the roots and base of the trees. Further review of the sap and fungal issues is needed to determine if Armillaria is present (identified by white mycelium under the bark) or the presence of dark galleries under the bark made by eucalyptus long horned borers. Root collar inspections approximately one foot below current surface may reveal indications of phytophthora. If phytophthora is present, bark that is oozy and dark should

be removed and the soil around the root system should be allowed to dry out completely. There is no cure for phytophthora, but its effects can be lessened in a drier environment.

3. **Warning signs**

The process of reducing the risk of heritage trees by removing portions of the tree could also endanger the life of the tree. If mitigations to reduce risk are not able to reduce the residual risk of a tree, the City may consider erecting signage to provide basic warning information to park visitors about potentially hazardous trees. A sample warning sign developed by the Tasmanian Parks & Wildlife Service (where Blue Gum trees are native) includes the following language;

General Warnings

- *Trees and limbs may fall at any time and in any weather conditions*
- *High winds may increase the likelihood of trees and limbs falling*
- *The only way to avoid the risk is not to enter forested areas.*

Severe Hazard Area

Using this area exposes you to Severe Hazard Risks. This means you are not protected from natural hazards such as large trees and limbs that may fail at any time and in any weather conditions – but may be especially dangerous during high winds. This natural hazard cannot be effectively reduced by management actions, and there are no steps that you can take to avoid this risk once you have entered this area. You must be prepared to accept this risk and meet this hazard on your own terms. This is your responsibility.

4. **Conduct a Level Two Update Annually on high risk rated trees** – Previous tree inspections occurred on December 2007 and January 2011. The current 1/27/15 assessment reviews likelihood of occurrences within one year from the date of this assessment. The value of these trees combined with their large size, mature status, the number of people visiting the park, changing environmental conditions, and the history of past tree failures indicates a benefit from an annual risk assessment.

Sincerely,



Ken Knight, Registered Consulting Arborist #507
ISA Risk Assessment Qualified

Tree Risk Assessment – ISA BMP Definitions

Risk—the likelihood for conflict or tree failure occurring and affecting a target, and the severity of the associated consequences—personal injury, property damage, or disruption of activities. Categorized as Low, Moderate, High, Extreme.

Hazard—situation or condition that is likely to cause harm (injury, damage or disruption).

Hazardous tree—a tree identified as a likely source of harm.

Residual risk—risk remaining after mitigation.

Likelihood of Failure—The potential for tree or branch failure within a specified time frame. Based on species, extent of defect, anticipated loads and response growth. Categories based on the time frame established in the report are:

Improbable—failure not likely in normal or severe weather conditions within time frame.

Possible—failure unlikely during normal weather conditions (expected in severe weather).

Probable—failure expected under normal weather conditions within specified time frame.

Imminent—failure has started or is most likely to occur in the near future, regardless of weather.

Likelihood of Impact—The potential of the failed tree or branch impacting a target. Based on target location, occupancy rate, anticipated fall direction, and target protection factors. Categories are:

Very low—chance of impact is remote.

Low—not likely that the failed tree or branch will impact the target.

Medium—may or may not impact the target, with nearly equal likelihood.

High—will most likely impact the target.

Consequences—effects or outcome of an event, including personal injury, property damage, or disruption of activities. Based on target value, tree part size, fall distance, and target protection. Categories are:

Negligible—low-value property damage (replace or repair), and do not involve personal injury.

Minor—moderate property damage, small disruptions of traffic or utility, or very minor injury.

Significant—high value property damage, considerable disruption, or personal injury.

Severe—serious personal injury or death, high-value damage, or disruption of important activities.

Matrix 1. Likelihood matrix

Likelihood of Failure	Likelihood of Impacting Target			
	Very low	Low	Medium	High
Imminent	Unlikely	Somewhat likely	Likely	Very likely
Probable	Unlikely	Unlikely	Somewhat likely	Likely
Possible	Unlikely	Unlikely	Unlikely	Somewhat likely
Improbable	Unlikely	Unlikely	Unlikely	Unlikely

Matrix 2. Risk rating matrix

Likelihood of Failure & Impact	Consequences of Failure			
	Negligible	Minor	Significant	Severe
Very likely	Low	Moderate	High	Extreme
Likely	Low	Moderate	High	High
Somewhat likely	Low	Low	Moderate	Moderate
Unlikely	Low	Low	Low	Low



Chaparral Dr.

1436 Chaparral

tree #1

tree #2

tree #3

tree #4

tree #5

2 benches and trash can

sand lot

log

logs

tree #7

tree #6

sawed
and logs

recycled oil

Deadly Cedars and alders

Deadly cedars

Eucalyptus St.

Tree 2	
Species:	Tasmanian Blue Gum (<i>Eucalyptus globulus</i>)
DSH:	69" Diameter at Standard Height
Height:	110 feet
Canopy:	95" (53' x 95')
Observations:	Tree 2 appears to be in good condition. The burl on the bottom of the tree is primarily hollow and does exhibit evidence of sap ooze. This appears to be slime ooze, a harmless bacteria infection and not symptoms of damage from eucalyptus long horned beetle insect activity.
Tree Defects:	The parts of the tree most at risk of failure is weak scaffold branch approximately 2/3 of the way up the tree, and two overextended branches with weak attachments. Also possible root issues with sap oozing from burl.
Targets:	People walking in the Park under tree 2 and within 165' of the tree. People walking on Eucalyptus St. sidewalks People in cars parked along Eucalyptus St.
Likelihood of failure:	Possible
Likelihood of Impact to target:	High
Likelihood Matrix:	Somewhat likely
Consequences of failure:	Severe
Tree 2 Risk Rating:	Moderate
Mitigation Options:	Reduce two overextended branches in the upper canopy, no parking on west side of Eucalyptus St. within target area, warning signage
Residual risk:	Moderate



Tree 2



Potential scaffold reductions on north east side



Weak attachment



Sap oozing from burl

Tree 3
 Species: Tasmanian Blue Gum (*Eucalyptus globulus*)
 DSH: 36" Diameter at Standard Height
 Height: 70'
 Canopy: 49' (54' x 43')
 Observations: Tree 3 appears to be in good condition. Tree 3 is protected on three sides by trees 2, 4 and 5.
 Tree Defects: The parts of the tree most at risk of failure are the three, codominant scaffold branches approximately 15-20 feet up the tree.
 Targets: People walking in the Park under tree 2 and within 105' of the tree.
 Likelihood of failure: Unlikely
 Likelihood of Impact: High
 Likelihood of impacting target matrix: Unlikely
 Consequences of failure: Severe
 Tree 2 Risk Rating: Low
 Mitigation Options: None recommended
 Residual risk: Low



Tree 4
Species: Tasmanian Blue Gum (*Eucalyptus globulus*)
DSH: 64" Diameter at Standard Height
Height: 120 feet
Canopy: 85" (89' x 80')
Observations: Tree 4 appears to be in good condition.
Tree Defects: There are two parts of the tree most at risk of failure. The first is a approximately ¾ up the trunk where three 25"+ scaffolds have V-joints extending from the main trunk. Although the scaffolds are large in relation to the main trunk, the joints do not have included bark.
The second risk area is approximately half way up the trunk with three 25-30" scaffolds are within one foot of each other. The scaffold joints do not exhibit included bark, and the scaffolds are tapered, but overextended.
Targets: People walking in the Park under tree 4 and within 180' of the tree.
People walking on Eucalyptus St. sidewalks
People in cars parked along Eucalyptus St.
Likelihood of failure: Possible
Likelihood of Impact to target: High
Likelihood Matrix: Somewhat likely
Consequences of failure: Severe
Tree 4 Risk Rating: Moderate
Mitigation Options: Reduce length of overextended branches in middle and upper canopy
Residual risk: Moderate



Tree 4



Potential scaffold reduction



Tree 4



Potential scaffold reductions

Tree 5
Species: Tasmanian Blue Gum (*Eucalyptus globulus*)
DSH: 125" Diameter at Standard Height
Height: 125 feet
Canopy: 93" (92' x 93')
Observations: Tree 5 appears to be in good condition. Areas of white fungus are located on the north east side of the burl, which sounds mostly hollow
Tree Defects: The parts of the tree most at risk of failure are 1) the 30"+ scaffold branch half way up the tree on the northwest side that is overextended and lion-tailed. 2) The scaffold one quarter of the way up on the west side with a poor junction with the trunk. 3) The two over-extended branches three-quarter of the way up the tree on the east side
Targets: People walking in the Park under tree 5 and within 188' of the tree.
People walking on Eucalyptus St. sidewalks
People in cars parked along Eucalyptus St.
People in houses along Eucalyptus St.
Likelihood of failure: Possible
Likelihood of Impact to Target: High
Likelihood Matrix: Somewhat likely
Consequences of failure: Severe
Tree 5 Risk Rating: Moderate
Mitigation Options: Reduction of scaffolds, no parking on west side of Eucalyptus St. within target area, warning signage,
Residual risk: Moderate



Tree 5 potential scaffold reduction



Tree 5 potential scaffold reduction



Fungus on burl



Potential scaffold reduction



Tree 6
Species: Tasmanian Blue Gum (*Eucalyptus globulus*)
DSH: 93" Diameter at Standard Height
Height: 95 feet
Canopy: 75"
Observations: Tree 6 appears to be in fair condition. The bottom of the tree is partially hollow, with a flat edge on the southeast side indicating root issues, and sap ooze. The sap appears to be slime ooze, a harmless bacteria infection and not symptoms of damage from eucalyptus long horned beetle insect activity.

Tree Defects: The parts of the tree most at risk of failure are 1) the overextended branches on the north side of tree, 2) the three scaffolds next to each other about one quarter up the tree on the west side. 3) The scaffold on the southeast side. 4) The base of the tree and possible insect/root issues

Targets: People walking in the Park under tree 2 and within 143' of the tree.
People in playground
People in houses within target zone on south side Chaparral Dr.

Likelihood of failure: Possible
Likelihood of Impact to target: High
Likelihood Matrix: Somewhat likely
Consequences of failure: Severe
Tree 6 Risk Rating: High
Mitigation Options: Reduce two overextended branches on north side of tree, or consider moving playground 143' from trunk, level three analyses of sap wounds and root collar
Residual risk: Moderate



Tree 6 sap ooze, flat base



Tree 6 – Scaffold reduction on playground side



Tree 6 scaffold reduction



Tree 6 3 close scaffolds



Arborist Report Heath Ranch Park

**Submitted to:
Matthew Roberts
Parks and Recreation Director
City of Carpinteria
5775 Carpinteria Avenue
Carpinteria CA 93013**

**Prepared by:
Duke McPherson, Arborist
201 East Mountain Drive
Santa Barbara, California 93108**

August 20, 2015

Table of Contents

Introduction-----	1
Observations and Discussion-----	1-2
Further Discussion-----	2
Conclusions and Recommendations-----	3
Appendix A	
Figure 1. Decay in Tree #2-----	4
Appendix B	
Figure 2. Decay in Tree #5-----	5
Appendix C	
Figure 3. Decay in Tree #7-----	6

Duke McPherson, Arborist

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Santa Barbara, CA 93108
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E-mail: treemanduke@cox.net

August 20, 2015

Matthew Roberts
Parks and Recreation Director
City of Carpinteria
5775 Carpinteria Avenue
Carpinteria CA 93013

Arborist Report

Introduction

I was asked by Matthew Roberts, Director of the City of Carpinteria Parks and Recreation Department, to present my opinion as to the health and safety of the five mature Tasmanian Blue Gum trees, *Eucalyptus globulus* found on the property known as Heath Ranch Park located in Carpinteria, California.

Observations and Discussion

The five trees on the property are highly prized for their historical significance and beauty. On the other hand consideration must be given to the following conditions within and around each tree:

1. They are older trees which over the years have built up both obvious and hidden 'defects' which can contribute to hazardous conditions (Refer to an arborist report by Kenneth Knight of January 25, 2015 titled Heath Ranch Park Heritage Trees Level 2 Assessment and Dan Condon's letter to Matthew Roberts dated January 31, 2011)..
 - a. In this grove there are signs of hollowing and internal decay occurring (see photographs in Appendix's A-C pages 4-6).
 - b. There are numerous poorly attached branches in most of the trees (See the report by Kenneth Knight and Dan Condon's letter).
2. There are over weighted and over extended branches throughout the grove (See Kenneth Knight's report).
3. The logs from previously fallen trees in the Park had exhibited an internal decay called Brown Cubical Rot, *Phaeolus schweinitzii*. In my Arborist Report of October 17, 2005 I noted that it appeared that the large trunk lignotubers (galls) on the fallen trees had provided entry points for this variety of internal rot which eventually compromised the support tissue in the trees.

4. The trees have grown to great heights (70'-125'). Their high canopies carry branches which, when they break off, have the potential to injure and possibly kill park users.
5. The phenomenon called 'sudden limb drop' can strike at any time in this tree species and does not depend on wind to dislodge branches
5. The property provides 'targets' in the form of park users on a daily basis.

Further Discussion

I address below in more detail the potential and possible anticipated problems regarding the subject trees which were noted in the above section:

1. Defects

a. In the photos presented on pages 4-6 visually observed decay is occurring in three of the five trees under study. In trees 2 and 5, the decay at this point appears not to have invaded wood deeply. More research needs to be done with tree number 7 to determine the extent of decay and hollowing out. The same process may now be in progress in the existing trees which caused toppling in those which were described in #3 above.

b. Numerous poorly attached branches were noted in Mr. Knight's report. Dan Condon recommended that a trained professional in an aerial bucket truck be employed to look more closely at limb attachments and other possible defects throughout the grove to better determine a course of action. In my view, retaining most of the lower branches but pruning out their excessive weight may provide catch places for possible upper level breaks.

2, 4. Over weighted and over extended branches, high canopies, sudden limb drop.

To a certain extent, these existing and potential future problems can be ameliorated through pruning by trained professionals as was described in detail in Mr. Knight's report. In his report he presented recommendations regarding each specific tree's safety concerns. However, even with the best efforts to prevent it, the phenomenon of 'sudden limb drop' will always haunt this grove.

5. Targets

Concerns over safety would not be a consideration if it were not for the large number of people who frequent this park for recreation. It could be added that the trees present a threat to properties adjacent to the park as well. Whatever measures are employed to help insure safety, whether it be safety pruning, signage, or exclusion fencing, the City of Carpinteria must face the specter of the threat to human safety and life which these trees will continue to pose.

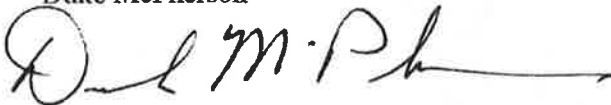
Conclusions and Recommendations

Throughout the years of my involvement with the maintenance of the Heath Ranch Park Eucalyptus grove, I recommended the removal of one tree (tree #1) and the safety pruning of the remaining trees. Tree number 5 has been an exception due to its rangy, poorly branched structure. In my arborist report of October 2005, I recommended that it be cordoned off to prevent possible harm to park users from falling branches (the tree has had a history of breakage).

I have come to conclude at the present time that even with the best efforts, these mature trees present a significant liability for the City and pose a threat to human safety. The central issue is that their dangerous condition, on many counts, continues to progress. It is only a matter of time before an accident will happen which will prompt their removal. My recommendation is that all the trees except for #7 should be removed at this time. Tree #7 needs basic pruning, especially over the playset. The cavity at its base on the north side needs to be thoroughly dug out to determine the extent of active decay.

Report prepared by

Duke McPherson

A handwritten signature in black ink, appearing to read 'Duke McPherson', with a long horizontal flourish extending to the right.

Certified Arborist with the
International Society of Arboriculture
Certification # WE-0690A

Appendix A



Figure 1. Photo shows a basal burl on the west side of tree #2 which has decayed away. Note the depth to which decay has advanced into its center. Decay of this kind can provide a point of entry for the very destructive Brown Cubicle Rot.

Appendix B



Figure 2. Photo shows burl decay in two places at the base of tree #5.

Appendix C



Figure 3. Photo shows a deep cavity on the north side of tree #7 in which Brown Cubicle Rot is abundantly present.



Kenneth A. Knight Consulting LLC

Registered Consulting Arborist #507

69 Calaveras Avenue Goleta, CA 93117

H (805) 968-8523 W (805) 252-1952

kennethknight@cox.net www.goletaarborists.com

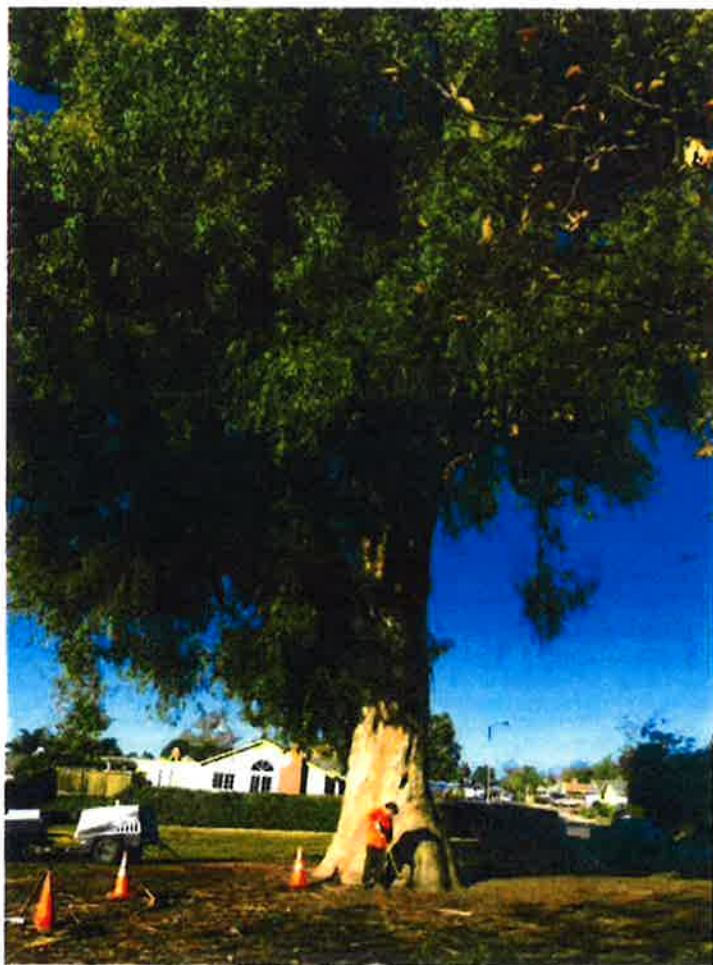
December 24, 2015

Matthew Roberts
Parks and Recreation Director
City of Carpinteria
5775 Carpinteria Avenue
Carpinteria CA 93013

Arborist Report: Health Ranch Park Eucalyptus Tree #7

Assignment

I was requested to follow up the September 4, 2015 pruning of Heath Park Ranch Eucalyptus Tree Number 7 with an air spade evaluation of the root collar. The purpose of the inspection was to identify potential structural root collar deficiencies that could result in whole tree failure, and to also improve tree health by loosening the soil under the canopy.



Observations

On December 15, 2015, after extensive watering around the tree by City staff, West Coast Arborist staff attempted to use an air spade to dislodge soil around the base of tree 7. However, the soil next to the tree was heavily compacted clay where the water could not penetrate. We stopped work and returned on December 23, 2015 after City staff again heavily watered around the tree, including the use of a soaker hose at the base of the tree.

The irrigation penetrated approximately 3 inches of the upper soil, which did not allow as deep penetration with the air spade as we had anticipated, but it did allow the removal of approximately 8 to 12 inches of soil around the root collar. I was particularly interested in the gall at ground level on the south side of the tree, I did not see any cankers, fungal bodies, or wood discoloration at that location or elsewhere around the outside of the tree. I sounded the root collar with a rubber mallet all around the tree and I did not detect any significant hollow sounds.



Duke McPherson's August 20, 2015 Arborist Report called for a closer inspection of the cavity on the north side of the tree. The cavity extends approximately 2 feet into the tree and about two feet high. While there is Brown Cubical Rot in the deadwood of the cavity, the remaining wood when probed by hand and with a five-foot probe is relatively solid. The tree is seven feet wide at this point, so there is approximately 5 feet of good wood on the southern side that will continue to support the tree.



Above-Cavity on north side, Right-decayed pieces, below looking up from inside cavity



The air spade did uncover a 7' to 9" diameter girdling root on the south side of the tree. The flat shape of the southern side of the trunk indicated that this was likely.



Above -girdling root on the south side. Below – girdling root extending east along trunk



After finishing the root collar examination, City staff refilled the hole with existing loose soil.

West Coast Arborist staff used the air spade to create eight trenches around the tree, each one about six inches deep and one foot wide. Each trench started about ten feet from the tree and extended about 25 feet to the edge of the canopy. Each trench was then backfilled with one two cubic foot bag of compost mixed in with the original soil. The purpose of the trenches is to loosen the compacted soil, add some organic material to the soil, and improve the ability of the tree roots to receive air and water.



Above - trench radiating from tree. Right- cell phone indicates depth of trench, note soil is dry about 3 inches below surface



Conclusions

1. There is some decay in the northern base of tree seven, but this decay is not present around the exterior root collar. There appears to be sufficient good, structurally sound wood to support the main trunk of tree seven under normal conditions.
2. Under the current drought conditions, the irrigation system for the grass is not penetrating deep enough to provide irrigation to tree seven.
3. Although the radial trenching will assist the ability of tree seven roots to secure water and minerals, the majority of the ground around tree seven remains heavily compacted clay.

Recommendations

1. To slow the progress of decay, the area around the cavity and the tree seven dripline should remain dry and not irrigated. Should the drought continue, the tree's periodic irrigation needs should be reevaluated in summer of 2016.
2. Tree seven is likely to continue to live for decades, thus the girdling root on the south side of the tree should be cleanly cut and removed along the approximately 10 foot length adjacent to the trunk.
3. The City should consider annually loosening the soil under the canopy of tree seven in different locations than done in 2015. Since the City has a number of high value trees where this soil loosening would be beneficial, the City may want to consider purchasing their own heavy duty Air Spade or Supersonic Air Knife.
4. All of the ground underneath the dripline of tree seven, especially the radial trench areas where the soil was recently loosened, should be covered with 3 to 4 inches of organic bark mulch. The grass does not have to be removed, but if the water is turned off, and the mulch is in place under the tree seven shady canopy, the grass will minimally active.
5. Tree seven is experiencing regrowth from the September 4, 2015 pruning of 15% of the canopy. The City should consider an annual strategic structural pruning to remove 15% of end weight.

Sincerely,

A handwritten signature in black ink that reads "Ken Knight". The signature is written in a cursive, flowing style.

Ken Knight, Registered Consulting Arborist #507



Kenneth A. Knight Consulting LLC

Registered Consulting Arborist #507

69 Calaveras Avenue Goleta, CA 93117

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kennethknight@cox.net www.goletaarborists.com

April 20, 2016

Matthew Roberts
Parks and Recreation Director
City of Carpinteria
5775 Carpinteria Avenue
Carpinteria CA 93013

Cultural Care Plan Heath Ranch Park Eucalyptus Tree #7

Assignment

I was requested to develop a Cultural Care Plan for Heath Ranch Park Eucalyptus Tree Number 7. These recommendations follow up on the September 4, 2015 pruning of Tree Number 7, and my December 24, 2015 report of an air spade evaluation of Tree 7's root collar.

Recommendations

1. To slow the progress of decay, the area around the cavity and the tree seven dripline should remain dry and not irrigated during the summer of 2016
2. Tree seven is likely to continue to live for decades, thus the girdling root on the south side of the tree should be cleanly cut and removed along the approximately 10 foot length adjacent to the trunk.
3. The City should consider annually using an air spade to loosen soil under the canopy of tree seven in different locations than done in December 2015. The next date to conduct the soil loosening would be November/December 2016, or later depending upon when winter rains arrive to naturally irrigate and soften the soil.
4. All of the ground underneath the dripline of tree seven, especially the radial trench areas where the soil was recently loosened, should be covered with 3 to 4 inches of organic bark mulch and eucalyptus leaf droppings. The grass does not have to be removed, but if the water is turned off, and the mulch is in place under the tree seven shady canopy, the grass will minimally active.
5. Tree seven is experiencing regrowth from the September 4, 2015 pruning of 15% of the canopy. The City should consider an annual strategic structural pruning to remove 15% of canopy end weight in November/December 2016.
6. The City should consider relocating the children's playground north of tree 7 to an area outside of the fall zones of any of the remaining Eucalyptus trees in Heath Ranch Park.

Sincerely,

Ken Knight, Registered Consulting Arborist #507

COUNTY OF SANTA BARBARA



HISTORIC LANDMARKS ADVISORY COMMISSION APPROVED MINUTES

**Hearing of September 14, 2015
Meeting Time: 10:00 a.m.**

The regular hearing of the Santa Barbara County Historic Landmarks Advisory Commission was called to order by Chair Howard Wittausch, at 10:05 a.m., in the County of Santa Barbara Board of Supervisors Hearing Room, 4th Floor, 105 East Anapamu Street, Santa Barbara, California.

COMMISSIONERS PRESENT:

RONALD NYE	MEMBER AT LARGE
EDWIN LENVIK	1 ST DISTRICT
CARLA TOMSON	1 ST DISTRICT
GINA MARIE FISCHER	2 ND DISTRICT
JAMES KYRIACO, JR.	2 ND DISTRICT
LANSING DUNCAN	3 RD DISTRICT
ANNE GLASGOW	3 RD DISTRICT
EILEEN WYCKOFF	4 TH DISTRICT
RANDY MELCOMBE	5 TH DISTRICT
HOWARD WITTAUSCH	5 TH DISTRICT, CHAIR

STAFF MEMBERS PRESENT:

Anne Rierson, Senior Deputy County Counsel
Zoraida Abresch, Supervising Planner
Anita Hodosy-McFaul, Hearing Support Supervisor
Joyce Gerber, Senior County Planner

1. **ROLL CALL:** All members present. Commissioners Tomson and Fischer left early from the meeting.
2. **MINUTES: Hearing of August 10, 2015**
ACTION: Commissioner Kyriaco moved, seconded by Commissioner Fischer and carried by a vote of 10 to 0 to approve the Minutes of August 10, 2015 as amended.
3. **PUBLIC COMMENT:** Kellam de Forest stated the property located at 2659 Todos Santos Lane in Mission Canyon is worthy of Landmark Status. The home and garden were designed and owned by Lockwood de Forest, Jr.
4. **STAFF UPDATE:**
Zoraida Abresch, reported on the status of the **Juarez-Hosmer Adobe, Landmark #34** located at 461 San Ysidro Road in Montecito. The project is 90 percent completed.
Joyce Gerber, Senior County Planner gave an update on the Master Plan for **Casa Dorinda**, regarding open space, the oak tree grove and two rows of oaks trees, the reconstruction of the two bridges, the contributing feature of the terrace and the relocation of the grill closer to the existing dining room.
5. **THE SANTA BARBARA BOTANIC GARDEN IN THE MISSION CANYON AREA:** The County Historic Landmarks Advisory Commission (HLAC) will approve, approve with modifications or deny the proposed redesign of the homeowners' demonstration garden as well as the concept of changing the pathways and pavers materials in the area around the homeowners' demonstration Garden. The property is shown as Assessor's Parcel Numbers 023-340-013, -014, -015, located at 1212 Mission Canyon Road in the Santa Barbara Area, First Supervisorial District.

Determine that the above actions are exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15308 of the State CEQA Guidelines, because they consist of actions taken by regulatory agencies, as authorized by local ordinance, to assure the maintenance, restoration, enhancement, or protection of the environment where the regulatory process involves procedures for protection of the environment.

Present:

Nicole Lieu, County Planner stated the proposed is the same project reviewed by HLAC at the August 10, 2015 meeting and is returning for final action by HLAC.

Steve Windhager, Ph.D. Executive Director, was present for further questions on the proposed project.

ACTION: Commissioner Duncan moved, seconded by Commissioner Tomson and carried by a vote of 10 to 0 to approve the proposed redesign of the homeowners' demonstration garden as well as the concept of changing the pathways and pavers material, and determine these actions are exempt from the California Environmental Quality Act pursuant to Section 15308 of the State CEQA Guidelines.

6. **COUNTY LANDMARK #42 CANBY HOUSE LOCATED AT 1696 EAST VALLEY ROAD IN THE MONTECITO AREA:** The County Historic Landmarks Advisory Commission (HLAC) will approve, approve with modifications or deny the proposed removal of existing roofing material and replacement with new roofing material. The property is shown as Assessor's Parcel Number 007-120-040, located at **1696 East Valley Road**, Montecito area, First Supervisorial District.

Determine that the above actions are exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15308 of the State CEQA Guidelines, because they consist of actions taken by regulatory agencies, as authorized by local ordinance, to assure the maintenance, restoration, enhancement, or protection of the environment where the regulatory process involves procedures for protection of the environment.

Public Comment: Kellam de Forest

ACTION: Commissioner Lenvik moved, seconded by Commissioner Glasgow and carried by a vote of 8 to 1 (Wittausch opposed, Tomson abstained) to approve the proposed removal of existing roofing material, the replacement with new slate material and determine these actions are exempt from the California Environmental Quality Act pursuant to Section 15308 of the State CEQA Guidelines.

7. **CITY OF CARPINTERIA LANDMARK #2 HEATH RANCH PARK AND THE HEATH RANCH ADOBE LOCATED AT 3152-4344 CHAPPARAL DRIVE IN THE CITY OF CARPINTERIA:** The County Historic Landmarks Advisory Commission (HLAC) will review and provide comments on the removal of eucalyptus trees and replacement with sycamore trees. The property is shown as Lot 53 in Tract 25030, as recorded in Book 78, Page 70, in the office of the County Recorder, located at **3152-4344 Chaparral Drive**, City of Carpinteria.

Public Comment:

David W. Griggs Director/Curator Carpinteria Valley Museum of History and a letter from the Heath Ranch Park Community

Kellam de Forest, reflecting on the preserved Eucalyptus Trees along East Valley Road

Present:

Matt Roberts, Carpinteria Parks and Recreation Director

Presentation:

Matt Roberts gave a brief history of Mr. Russell Heath's prominent role locally in Santa Barbara and in State of California and about the Heath Ranch Park which was named as Carpinteria City Landmark #2 in 1973. Heath held the position of County Sheriff, was elected to the State Legislator and then settled in Carpinteria in 1858 as a farmer growing grapes, citrus and had one of the largest walnut groves in the state. He originally built an adobe on the 52 acre property and later a house that surrounded the adobe in 1881. Only two walls of the adobe remain and are protected by fencing and roofing in the small area designated as a leisure park. Only 5 of the original Tasmanian blue gum (*Eucalyptus globules*) trees remain.

According to the City of Carpinteria and two arborist reports, tree failures seem imminent due to age, tree height and core rot, and public safety due to tree collapse and limb dropping is a concern. Presently, the park is surrounded by a housing development that was built in early 1970s. At one time there was an allee of trees creating a carriage way that extended from the house down to the area that today is the intersection of Santa Monica Gardens, Via Real and exit of Highway 101.

Over the past 20 years, several trees were removed due to their poor condition. The City Council adopted a tree replacement plan using sycamores instead of eucalyptus trees. The City is proposing to replace the remaining five trees with Portola Sycamores native to Carpinteria and establish in other areas of the park Live Oak trees, black walnut trees and an ornamental citrus orchard.

Discussion:

Commissioner Duncan suggested using replacement trees that reflect the historical basis of Eucalyptus Lane. He supported the use of Portola Sycamore and Black Walnut trees and suggested looking for other types of trees indicating this is an historic site.

Commissioner Kyriaco inquired if there is an inventory record of what actually existed on the ranch. Suggest utilizing such plantings in the landscape to reflect the spirit of historic resource.

Chair Wittausch suggested the City consult the U.S. Department of Interior's Guidelines for the Treatment of Cultural Landscapes and corresponding sections of the California Historic Building Code to protect landscaping.

Commissioner Nye stated a historic report is required, written by a historian applying the Secretary of Interior Guidelines, and suggests a more scientific and phased approach for keeping the existing trees as long as possible.

HLAC overall agrees with a phased removal of the Eucalyptus trees and to include the neighborhood in the process, to update the Heath Ranch Park Plan, to obtain a historic resources report, and to use the Secretary of Interior's Guidelines. Consider using other types of Eucalyptus to relate to the street names surrounding the park and the use of other plant materials consistent with the resolution establishing it a landmark.

8. HISTORIC RESOURCES SURVEYS: Discussion and consideration of Historic Resources Survey Monies for Fiscal Year 2015/2016:

Zoraida Abresch reported that Lisa Marsh may be available to do the work proposed for the archival ordering of some of the historic resources in the third floor library. She would not be able to start until October. There will be further discussions at the October HLAC meeting.

9. DISTRICT REPORTS:

Commissioner Kyriaco reported that the City of Goleta had a discussion on June 30 about creating an inventory of historic landmarks, crafting an ordinance regarding historic preservation, and identifying potential funding.

Commissioner Wittausch reported for Commissioner Tomson that she attended the Land Use meeting for the Montecito Association regarding the Casa Dorinda Master Plan. She also submitted a booklet on the Montecito Community Hall and Library. The building was built in 1900.

Commissioner Nye suggested that staff invite a fire inspector to HLAC's next scheduled meeting to discuss roofing standards.

10. NEXT MEETING of the Historic Landmarks Advisory Commission:

Date:	October 12, 2015
Time	10:00 a.m.
Location:	Santa Barbara County Engineering Building Planning Commission Hearing Room, Room 17 123 East Anapamu Street Santa Barbara, CA 93101

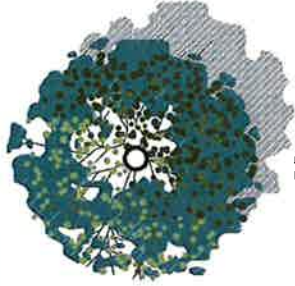
Respectfully submitted by,

Anita Hodosy-McFaul
Secretary, HLAC

HEATH RANCH PARK



PLANT LEGEND



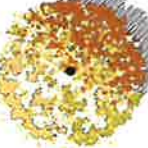
EXISTING EUCALYPTUS TO REMAIN, NUMBERS MATCH ARBORIST'S REPORT



EXISTING AVOCADO



EXISTING CEDARS



PROPOSED SYCAMORES, PLATANUS RACEMOSA; PART OF SUCCESSION STRATEGY, SYCAMORES WILL EVENTUALLY REPLACE EUCALYPTUS



PROPOSED LIVE OAKS, QUERCUS AGRIFOLIA



PROPOSED BLACK WALNUT, JUGLANS CALIFORNICA
HEATH RANCH WAS THE LARGEST WALNUT PRODUCER IN THE STATE IN THE LATE 1800'S, NATIVE WALNUTS WERE USED AS ROOT STOCK FOR COMMERCIAL VARIETIES



PROPOSED ORNAMENTAL ORCHARD, REMINISCENT OF THE HISTORIC FRUIT ORCHARDS ON HEATH RANCH

LEGEND



SITE LOCATION

MATERIALS LEGEND:



BARK MULCH:
USE EUCALYPTUS TREES TO CREATE BARK MULCH AND LOG BENCHES FOR USE IN SHADY GROVES.



STABILIZED DECOMPOSED GRANITE:
MAIN PATHS THROUGH PARK WILL BE PAVED WITH STABILIZED DECOMPOSED GRANITE



MEADOW:
NATIVE, LOW MAINTENANCE (NON IRRIGATED) FLOWERING MEADOW SEED MIX.



LOW GROWING OR OPEN GROUNDCOVER:
LOW GROUNDCOVER THAT IS LESS LIKELY TO SERVE AS VERMIN HABITAT AND WOULD REQUIRE ONLY OCCASIONAL MOWING.



GROUNDCOVER FOR EROSION CONTROL:
MULLENBERGIA RIGENS (DEER GRASS).



TURF:
REPLACE EXISTING LAWN WITH A DROUGHT TOLERANT TURF SUBSTITUTE SUCH AS RED FESCUE.

HISTORIC IMAGES

*RUSSELL HEATH PURCHASED 52 ACRES IN 1858, EVENTUALLY THE RANCH ENCOMPASSED 200 ACRES
*DENSE OAKS HAD TO BE CLEARED TO BUILD ON THE LAND
*HISTORIC ADOBE RUINS DATE BACK TO THE 1860'S
*1881 VICTORIAN STYLE MANSION WAS BUILT, INCORPORATING THE ORIGINAL ADOBE STRUCTURE
*FOUNTAIN DATES TO THE VICTORIAN PERIOD



BLACK WALNUT ORCHARD



ORNAMENTAL PLUM TREE



ORNAMENTAL PLUM BLOSSOM



CALIFORNIA SYCAMORE



SYCAMORE BARK



CATALINA PERFUME



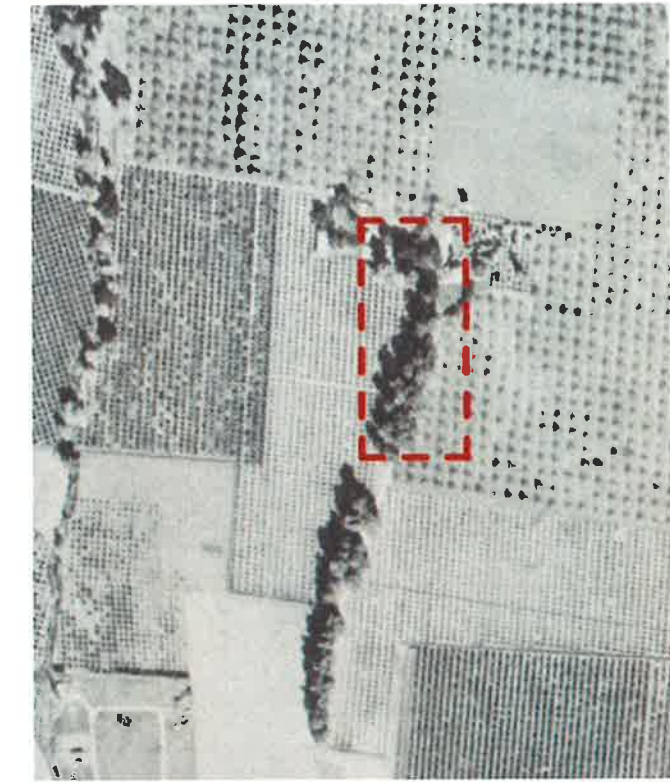
ISLAND SNAPDRAGON



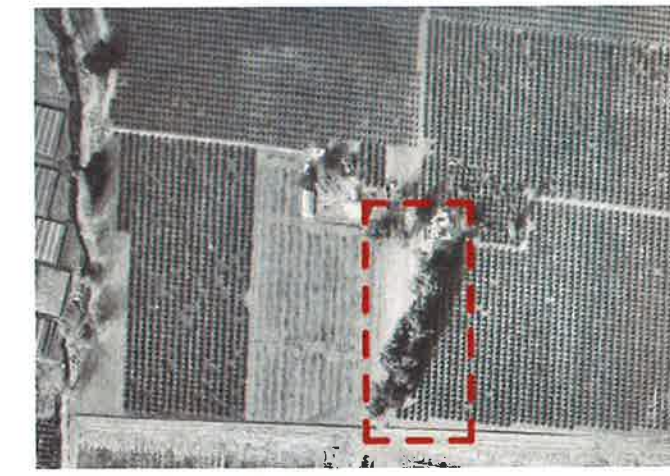
SNAPDRAGON FLOWER



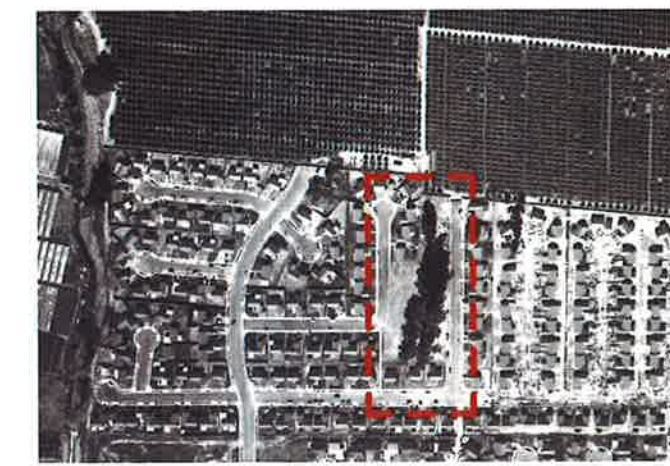
DEER GRASS



HEATH RANCH AERIAL: 1938



HEATH RANCH AERIAL: 1969



HEATH RANCH AERIAL: 1973



City of Carpinteria

COUNCIL AGENDA STAFF REPORT May 9, 2016

ITEM FOR COUNCIL CONSIDERATION

Agreement with BSN Construction Inc. for the completion of City Maintenance Project No. 15027-2, Linden Avenue Concrete Repair Phase 2

STAFF RECOMMENDATION

Action Item X ; Non-Action Item

Approve and authorize the City Manager to sign the agreement with BSN Construction Inc. for the completion of City Maintenance Project No. 15027-2, Linden Avenue Concrete Repair Phase 2.

Motion: I move to approve and authorize the City Manager to sign the agreement with BSN Construction Inc. for the completion of City Maintenance Project No. 15027-2, Linden Avenue Concrete Repair Phase 2.

BACKGROUND

The City of Carpinteria has a Right-of-Way Maintenance Program that provides general maintenance and repairs to public rights-of-way. This program focuses on maintaining the City's sidewalks, street tree inventory and other landscaped areas within the public right-of-way.

In 2012, the City completed the first phase of the Linden Avenue Concrete Repair Project, which included the replacement of street trees, curb, gutter and sidewalk at four Linden Avenue locations (Fig. 1). The second phase of the project will address two additional locations at 507 Linden Avenue (Fig. 2) and 973 Linden Avenue (Fig. 3), which are in need of repair and tree replacement. Both locations have received extensive concrete repairs over the years and are once again in need of repair. The identified sidewalk, curb, and gutter locations are currently cracked and lifted due to the root structures of adjacent street trees and present potential risk for pedestrian travel.

On November 6, 2014, the Tree Advisory Board made a recommendation to remove and replace the trees at both locations due to the extensive damage they have caused to the sidewalk, curb and gutter. The City Council approved their replacement on

December 8, 2014. Earlier this year, the tree at 507 Linden Avenue was removed and the sidewalk was temporarily repaired by the Department of Public Works while the adjacent business was closed for repairs. The tree at 973 Linden Avenue will be removed prior to the start of construction.

Figure 1



Figure 2



Figure 3



DISCUSSION

The project scope includes the replacement of two trees and a total of approximately 48 lineal feet of curb, gutter and sidewalk at 507 and 973 Linden Avenue. The replacement trees selected for these locations are Ginkgo Biloba Fairmont trees.

During the entire construction phase of this project, local businesses will have the option to remain open with access provided for their customers. BSN Construction Inc. will coordinate all construction activities with the affected businesses and City Departments, to reduce any potential negative impacts from their work activities. The total number of working days anticipated for this project is 15.

POLICY CONSISTENCY

The proposed project is included in the Street and Thoroughfares section of the City's Capital Improvement Program. This project also addresses many of the goals, objectives and policy statements in the pedestrian circulation section of the Circulation Element of the City of Carpinteria General Plan. In addition, the improvements will comply with current Americans with Disabilities Act Standards.

FINANCIAL CONSIDERATIONS

The total project construction cost is \$43,272. This project will be funded through Measure A.

LEGAL

This project is exempt from the formal bid process in accordance with Chapter 1.09 California Public Contract Code, Section 22032(a) of the California Uniform Construction Cost Accounting Commission, Cost Accounting Policies and Procedures Manual which states that *"Public projects of forty-five thousand dollars or less may be performed by the employees of a public agency by force account, by negotiated contract, or by purchase order."*

The proposed agreement will allow BSN Construction Inc. to complete City Maintenance Project No. 15027-2, Linden Avenue Concrete Repair Phase 2. The proposed agreement form is a standard agreement form approved by the City Attorney.

OPTIONS

The City Council could choose to not authorize the City Manager to sign the agreement with BSN Construction Inc. and direct staff to make revisions.

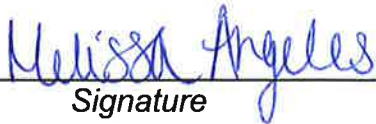
PRINCIPAL PARTIES EXPECTED AT MEETING

No principal parties are expected to attend.

ATTACHMENTS

Attachment A: Agreement with BSN Construction Inc. for Construction Contractor Services

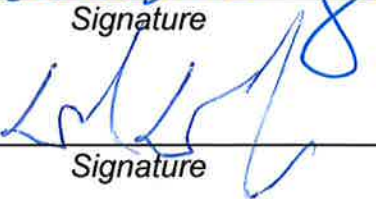
Staff contact:
Melissa Angeles, Engineering Technician
(805) 684-5405, ext. 445
MelissaA@ci.carpinteria.ca.us


Signature

Reviewed by:
Charles W. Ebeling, Public Works Director


Signature

Reviewed by: Dave Durflinger, City Manager


Signature

ATTACHMENT A

Agreement with BSN Construction Inc. for Construction Contractor Services

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AGREEMENT FOR CONSTRUCTION CONTRACTOR SERVICES

THIS AGREEMENT FOR CONSTRUCTION CONTRACTOR SERVICES (“**Agreement**”) is made and effective as of the ____ day of _____ 2016 by and between the City of Carpinteria, a municipal corporation (“**City**”), and BSN Construction Inc. (“**Contractor**”) (collectively, the “**Parties**”) at Carpinteria, California, with reference to the following facts:

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

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

1. **SERVICES.**

- 1.1 **Basic Work.** City hereby retains Contractor to perform the services described and set forth in the attached Exhibit A (“**Basic Work**”), which is incorporated by this reference as though set forth in full. Contractor agrees to furnish at his own expense all labor, materials, equipment, tools, transportation, and services necessary for the successful completion of the Basic Work, except such materials, equipment and services as may be stipulated in Exhibit A. Contractor shall complete the Basic Work according to a schedule of performance which is also set forth in Exhibit A. The Parties agree and acknowledge that time is of the essence in performance of this Agreement.
- 1.2 **Additional Work.** In addition to the Basic Work, City may elect to have Contractor perform additional work that is beyond the current scope of the Basic Work (“**Additional Work**”). Such Additional Work shall be mutually agreed to in advance and specified in a writing, which shall also specify the basis for the Contractor’s fee for such Additional Work. Basic Work and Additional Work are referenced collectively as “**Work.**”

2. **PERFORMANCE.**

- 2.1 **Standard of Performance.** Contractor shall faithfully, competently and diligently perform the obligations and responsibilities required by this Agreement, applying best management practices and the same standards of care utilized by persons commonly engaged in providing similar services as are required of Contractor hereunder in meeting its obligations under this Agreement. Contractor shall review all plans and specifications and report any errors or omissions to the City before beginning any Work. Contractor shall not engage the assistance of subcontractors for performance of the Work unless previously agreed to in writing by the Public Works Director or his/her designee.

All Work is to be completed in accordance with, and as applicable to the latest revision of Santa Barbara County's Engineering Design Standards, City of Carpinteria Municipal Code, Caltrans Standard Specifications for Public Works Construction, and traffic control as set forth in accordance with the provisions of the California MUTCD or as specified by the Public Works Director or his/her designee.

- 2.2 **Completion of Work.** Work shall be completed within 15 days of the signed date of this Agreement, unless extended in writing by the City.
 - 2.3 **Labor and Materials.** Contractor agrees to furnish at his own expense all labor, materials, equipment, tools, transportation, and services necessary for the successful completion of the Work, except such materials, equipment and services as may be stipulated in Exhibit A. Contractor shall supervise fulfillment of the provisions of this Agreement by its employees and subcontractors and shall be responsible for the timely performance of the Work as required by this Agreement.
 - 2.4 **Review of Work.** Contractor shall furnish City with reasonable opportunities from time to time to ascertain whether the Work is being performed in accordance with this Agreement. All work done and materials furnished shall be subject to final review and approval by the Public Works Director or his/her designee; Contractor is not authorized to provide final approval or review, which is solely City's function and role. City review and approval of such Work shall not, however, relieve Contractor of any of its obligations under this Agreement.
 - 2.5 **Contract Administration.** The Public Works Director or his/her designee shall represent the City in all matters relating to the administration of this Agreement. The Public Works Director or his/her designee shall have the authority to act on the City's behalf to review and approve all Work submitted by Contractor and may execute all necessary documents to authorize Contractor to perform Additional Work as provided for herein.
 - 2.6 **Representations and Warranties.** Contractor represents and warrants to City that: (i) its fulfillment of its obligations and, as applicable, performance the Work under this Agreement, will not violate any applicable or breach any contracts with third parties and (ii) it has the right, power and authority to fulfill its obligations, and, as applicable perform the Work, and enter into this Agreement; (iii) the Work contemplated hereunder will be performed by adequately trained and properly licensed personnel in a professional manner, with such personnel having the requisite skill and expertise necessary to perform and complete the Work in accordance with best management practices and industry standards and in accordance with the terms and conditions of this Agreement; and (iv) the Work and all deliverables provided hereunder will conform to the specifications agreed-to by the parties.
3. **TERM.** This Agreement shall be effective as of the date first above written and shall continue until all Work to be provided by Contractor are completed to the satisfaction of the City.

4. **COMPENSATION.**

- 4.1 **Basic Work.** For Basic Work, City shall pay Contractor on a time and materials basis, not to exceed amount of forty three thousand two hundred and seventy two dollars (\$43,272.00) as full compensation for all labor, materials, equipment, tools, transportation, and Work. This compensation shall be paid in accordance with the payment rates and schedule as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based on the actual time spent on the tasks and the actual price of the necessary materials.

Contractor agrees that the above named price shall be full compensation for successful completion of the Basic Work pursuant to the terms outlined in Exhibit A, as well as for furnishing all said labor, materials, equipment, tools, transportation and services, furnishing and removing all plant, temporary structures, tools, and equipment, and doing everything required by this Agreement, for all loss and damages arising out of the nature of the Work, or from the action of the elements, or from any unforeseen difficulties which may arise during the prosecution of the Work until its acceptance by City, and for all risks of every description connected with the Work, for all expenses resulting from the suspension or discontinuance of work, except as are expressly stipulated in this Agreement to be borne by City and for completing the Work in accordance with the requirements of this Agreement.

- 4.2 **Additional Work.** Contractor shall not be compensated for any Work rendered in connection with its performance of this Agreement which is in addition to the Basic Work, unless such Additional Work is authorized in advance and in writing in the method provided for herein. Contractor will submit fee estimates for such Additional Work upon request of City.
- 4.3 **Consideration.** Contractor agrees to perform the Work according to the terms of this Agreement for the abovementioned price and City agrees to pay Contractor at the time, in the manner, and upon the conditions stipulated in this Agreement. City and Contractor, for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants contained in this Agreement and in the attached Exhibits.
- 4.4 **Invoices.** Each and every payment by City shall be subject to City's receipt of an invoice outlining the items for which payment is requested. Payment to Contractor as to any undisputed fees shall be made, after verification of Contractor's performance, within 30 (thirty) days of receipt of invoice. If City disputes any of Contractor's fees, it shall give written notice to Contractor within 30 (thirty) days of receipt of an invoice of such disputed fees. The City shall pay interest at the legal rate on any invoices not paid within 30 days of submission where the validity of the request is not disputed and the request has been properly submitted.
- 4.5 **Withholding.** City reserves the right to withhold future payment to Contractor if any aspect of the Contractor's work is found to be substantially inadequate. City shall notify

Contractor in writing of deficiencies believed to be substantially inadequate within thirty (30) days after completion of Work.

- 4.6 **Taxes/Insurance/Licenses.** Contractor shall be solely responsible for the payment of any federal, state, or local income tax, social security tax, workers' compensation insurance, state disability insurance, and any other taxes or insurance which Contractor is responsible for paying as an independent contractor under federal, state or local law. At all times during the term of this Agreement, Contractor and all subcontractors shall have in full force and effect all licenses necessary for the performance of Work hereunder, including without limitation, business licensing from City, all at the sole cost of Contractor.

5. **RECORDS.**

- 5.1 **Financial Records.** Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of Work under this Agreement. Contractor shall also maintain adequate records of Work provided in sufficient detail to permit an evaluation of Work. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible.

- 5.2 **Access to Records.** Contractor shall provide free access to the representatives of City or its designees at reasonable times to books and records as set forth in Section 5.1; shall give City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of four (4) years after receipt of final payment.

- 5.3 **Original Records.** Upon completion of, or in the event of termination or suspension of this Agreement, all completed and incomplete original agreements, data, documents, designs, drawings, exhibits, maps, models, computer files, reports, studies, surveys, notes, and other work, materials or documents prepared or used to prepare Contractor's work product in the course of providing the Work pursuant to this Agreement ("**Contractor Work Product**") shall become the sole property of City once the Contractor has received payment. City may duplicate, disclose, disseminate, use, reuse or otherwise dispose of Contractor Work Product in whole or in part in any manner it deems appropriate, without the permission of Contractor. With respect to computer files, Contractor shall make available to the City, at Contractor's office and upon reasonable written request by City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files. Contractor may retain copies of such Contractor Work Product as a part of its record of professional activity.

6. **TERMINATION.**

- 6.1 **Termination Without Cause.** This Agreement may be terminated by either party for any reason upon ten (10) days prior written notice by the terminating party to the other

party. In the event of a termination, the date of termination shall be deemed to be the first business day occurring after the expiration of the notice period. Upon receipt of said notice, Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

- 6.2 **Termination With Cause.** City may terminate this Agreement with cause, effective immediately upon written notice of such termination to the other party and failure of the breaching party to correct to the City's satisfaction within five (5) days of receiving such notice, based upon the occurrence of any of the following events:

- Material breach of this Agreement by Contractor;
- Cessation of Contractor, or subcontractors under his or her control, to be licensed, as required;
- Failure to substantially comply with any applicable federal, state or local law or regulation;
- Filing by or against Contractor of any petition under any law for the relief of debtors; and,
- Filing of a criminal complaint against Contractor for any crime, other than minor traffic offenses.

- 6.3 **Performance and Payment Upon Termination.** In the event this Agreement is terminated, with or without cause, City shall pay Contractor for the outstanding balance owed for Work performed up to the time of termination. Upon termination of the Agreement, Contractor shall submit an invoice to City as provided for herein and shall submit to the City all of its files for any billable or non-billable matters in which the Contractor is involved under the scope of this Agreement.

- 6.4 **Termination Upon Mutual Consent.** This Agreement may also be terminated by mutual consent of the Parties and in accordance with the terms and conditions of any plan of termination established by the Parties. In the event of a termination by mutual consent, the date of termination shall be such date as is agreed upon by the Parties. The Parties may agree to suspend or terminate a portion of this Agreement and such suspension or termination shall not make void or invalidate the remainder of this Agreement.

7. **DISPUTE RESOLUTION.** If any dispute, claim or disagreement shall arise relative to the interpretation or enforcement of this Agreement, the Parties shall use commercially reasonable efforts to settle the dispute, claim or disagreement. To this end, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. If they do not reach such a solution within a period of thirty (30) days, then, upon notice by either party to the other, the dispute, claim or disagreement shall be submitted to final, binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitrator shall have the authority to assess arbitration costs and expenses against either or both Parties. The decision in the arbitration shall be binding on all Parties, and judgment on any arbitration award may be entered in any court of competent jurisdiction.

8. **INSURANCE.** Prior to the beginning of the Work and for the duration of this Agreement, Contractor shall maintain insurance coverage as specified in the attached Exhibit C, which is incorporated by this reference as though set forth in full.
9. **INDEMNIFICATION.** To the fullest extent permitted by law, Contractor shall indemnify, protect, defend and hold harmless City and any of its officials, employees and agents ("**Indemnified Parties**") from and against any and all losses, liabilities, obligations, claims, penalties, damages, costs, interest, actions, judgments, suits and expenses or disbursements of any kind or nature whatsoever, including attorneys' fees and costs ("**Claims**"), which in any way relate to this Agreement or to the performance of this Agreement by any individual or entity for whom Contractor is legally liable, including but not limited to, officers, agents, employees, subcontractors or consultants of Contractor ("**Agents**"). Contractor shall also indemnify, defend and hold harmless Indemnified Parties from and against any and all Claims which arise out of the negligence, recklessness, strict liability or willful misconduct of the Contractor and Agents.
10. **RELEASE OF INFORMATION.**
 - 10.1 **Confidentiality.** All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released except to the City, directly or indirectly, by Contractor without City's prior written authorization. Contractor, its officers, employees or subcontractors shall not voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the Work performed under this Agreement unless requested by the City Attorney or authorized in writing by the City Manager or his designee. Response to a subpoena or court order shall not be considered "voluntary" provided that Contractor shall give City prompt written notice of any such court order or subpoena. The provisions of this Paragraph shall survive the termination of this Agreement.
 - 10.2 **Notice and Cooperation.** Contractor shall promptly notify the City Manager and City Attorney in writing if Contractor, its officers, employees, agents or subcontractors are served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any person or party related to this Agreement and/or Contractor's related Work. City has no obligation to, but may exercise discretion to represent Contractor and/or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide the City an opportunity to review any response to discovery requests provided by Contractor. However, City's right to review any such response does not grant or imply a right of City to control, direct, dictate or rewrite said response.
11. **RELATIONSHIP TO CITY.**
 - 11.1 **Independent Contractor.** Contractor is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the Work under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, subcontractors, or agents, except as set forth in this Agreement. Contractor shall not at

any time or in any manner represent that it or any of its officers, employees, subcontractors or agents are in any manner officers, employees or agents of City. Contractor shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

- 11.2 **No Employee Privileges.** No City employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City shall not pay salaries, wages or other compensation to Contractor for performing Work hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing Work hereunder.
- 11.3 **Contractor Duty to City.** Contractor understands and agrees that its responsibility to provide complete and accurate Work is owed solely to City and that its accountability under this contract shall likewise be solely to City and not to any City applicants or any other third person or entity.
- 11.4 **Interest of Contractor.** Contractor agrees to comply with all applicable conflict of interest codes. Contractor represents and warrants to City that it presently has no interests, and covenants that it shall not acquire any interests, direct or indirect, financial or otherwise, which would conflict with the performance of the Work to be provided by Contractor under this Agreement. Contractor further covenants that, in the performance of this Agreement, no subcontractor or employee having such an interest shall be employed by Contractor. Contractor certifies that neither he nor any of his officer, employees, subcontractors, or agents has or will have any prohibited financial interest under this Agreement.
- 11.5 **Undue Influence.** Contractor declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement or financial inducement. No officer or employee of City will receive compensation, directly or indirectly, from Contractor or any officer, employee, subcontractor or agent of Contractor, in connection with the award of this Agreement or any Work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling City to any and all remedies at law or in equity.
- 11.6 **Third Party Beneficiaries.** This Agreement is entered into solely for the benefit of the City and the Contractor and will not confer any rights upon any person not expressly a party to this Agreement.

12. **GENERAL PROVISIONS.**

- 12.1 **Further Assurances.** City and Contractor each agree to cooperate with one another, to use their best efforts, to act in good faith, and to promptly perform such acts and execute such documents or instruments as are reasonably necessary and proper to consummate the transactions contemplated by this Agreement.

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

To City:

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

To Contractor:

Ben Nakaba, President
BSN Construction Inc.
3445 Telegraph Road, Suite 107
Ventura, CA 93003
P: (805) 676-1864
F: (805) 676-1210

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

- 12.3 **Legal Responsibilities.** Contractor shall keep itself informed of state, federal and laws and regulations which in any manner affect those employed by it or in any way affect the performance of its Work pursuant to this Agreement. The Contractor shall reasonably observe and comply with such laws and regulations. The City and its officers and employees shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this Section.
- 12.4 **Notice of Claims.** City agrees to timely notify Contractor of the receipt of any third party claim related to the Agreement.
- 12.5 **Licenses.** At all times during the term of this Agreement, Contractor and all officer employees, subcontractors or agents of Contractor shall have in full force and effect, all licenses required by law for the performance of Work described in this Agreement.
- 12.6 **Labor Conditions.** City is a public entity in the state of California, and therefore, City and Contractor are subject to the provisions of the Government Code and the Labor Code of the state of California. All provisions of law applicable to public contracts and/or this Agreement are incorporated herein by this reference and are made a part of this Agreement to the same extent as if they were fully stated in the Agreement and shall be complied with by Contractor.
- 12.7 **Labor Requirements.** Contractor shall abide by all federal and California laws and regulations regarding wages, including, without limitation, the Fair Labor Standards Act and the California Labor Code, which, in part, mandate that 8 hours' labor constitutes a legal days' work, and require Contractor to pay the general prevailing wage rates. The California statutory provisions for penalties for failure to pay prevailing wages will be enforced and the statutory provisions for penalties for failure to comply with California's wage and hour laws will be enforced. In addition, Contractor must secure the payment of workers' compensation to its employees as provided by California law. Contractor must also comply with the statutory requirements relating to the employment of apprentices.

Additionally, Contractor is required to comply with all statutory requirements relating to certified payroll records, including the maintenance of the records, their certification, and their availability for inspection.

- 12.8 **Discrimination.** No person shall be excluded from employment in the performance of this Agreement on the grounds of race, creed, color, sex, age, marital status, sexual orientation or place of national origin. Contractor shall comply with all local, state, and federal laws relating to equal employment opportunity rights.

- 12.9 **Assignment.** Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of City, which shall have the sole discretion to consent to any proposed assignment. Specifically, but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

City and Contractor each binds itself, its successors, assigns and legal representatives to the other party, its successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in this Agreement.

- 12.10 **Waiver.** No waiver of a provision of this Agreement shall constitute a waiver of any other provision, whether or not similar. No waiver shall constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

- 12.11 **Force Majeure.** Neither Contractor nor City shall be liable for any delays resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority.

- 12.12 **Construction of Terms.** All parts of this Agreement shall in all cases be construed according to their plain meaning and shall not be construed in favor or against either of the parties. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, in whole or in part, the remainder of this Agreement shall remain in full force and effect and shall not be affected, impaired or invalidated thereby. In the event of any provision shall be adjudged invalid, void or unenforceable, the parties hereto agree to enter into a supplemental agreement to effectuate the intent of the parties and the purposes of this Agreement.

- 12.13 **Controlling Law.** The City and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement, with venue proper only in the County of Santa Barbara, State of California.

- 12.14 **Authorization.** All officers and individuals executing this and other documents on behalf of the respective parties hereby certify and warrant that they have the capacity and have been duly authorized to execute said documents on behalf of the entities indicated.

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

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

"CITY"
City of Carpinteria

"CONTRACTOR"

By: _____
David Durflinger, City Manager

By: _____
Ben Nakaba, President

APPROVED AS TO FORM:
City of Carpinteria

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

EXHIBIT A
BASIC WORK



CONSTRUCTION

4/26/16

Proposal**Submitted to:**

City of Carpinteria
5775 Carpinteria Ave
Carpinteria, CA 93013
Public Works

Prepared by:

Ben Nakaba
President
BSN Construction Inc.
3445 Telegraph Rd Ste 107
Ventura, CA 93003
Ph: (805) 676-1864
Fax: (805) 676-1210
bnakaba@bsncon.com

Description

Prevailing Wage rates.

507 Linden Ave:

1. Approx: 24 lineal ft. Saw cut asphalt and concrete, demo, load and haul off.
2. Form for curb and gutter 6" high curb and 2' wide gutter, pour 560- C- 3250 mix. 24' x 30" wide curb and gutter. Import and install 6" base under curb and gutter.
3. Pour 4" thick sidewalk on existing sub grade and match existing joints, 560-C-3250 mix. Approx 24' x 11.5'
4. Patch back asphalt on existing subgrade Approx: 170 square feet.

Total: \$ 21,636.00



CONSTRUCTION

973 Linden Ave Near Carp Ave:

1. Approx: 24 lineal ft. Saw cut asphalt and concrete, demo, load and haul off.
2. Form for curb and gutter 6" high curb and 2' wide gutter, pour 560- C- 3250 mix. 27' x 30" wide curb and gutter. Import and install 6" base under curb and gutter. A little wider where gutter tapers.
3. Pour 4" thick sidewalk on existing sub grade and match existing joints, 560-C-3250 mix. Approx 36' x 11.5'
4. Patch back asphalt on existing subgrade Approx: 210 square feet.

Total: \$ 21,636.00

Exclusions:

1. Permits, survey, bonds, fees, testing, inspections.

EXHIBIT B

PAYMENT RATES AND SCHEDULE
(Refer to Exhibit A)

EXHIBIT C
INSURANCE REQUIREMENTS

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

Contractor shall provide the following types and amounts of insurance:

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

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

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

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

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

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

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

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/26/2016PRODUCER (818) 761-8422
La France & La France Ins. Agency, Inc.
5756 Lankershim Blvd.THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

North Hollywood, CA 91601-

INSURED

BSN CONSTRUCTION INC
PO BOX 6714

VENTURA CA 93006-

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: COLONY INSURANCE COMPANY

INSURER B: UNITED FINANCIAL CASUALTY

INSURER C: MIDWEST EMPLOYERS CASUALTY

INSURER D: ZURICH INSURANCE CO

INSURER E: NATIONAL UNION FIRE INSU

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO- JECT ☐ LOC	103GL000464202	/ / 06/14/2015	/ / 06/14/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
B		AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	03326897	/ / 10/16/2015	/ / 10/16/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY ☐ ANY AUTO		/ /	/ /	AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
E		EXCESS/UMBRELLA LIABILITY ☒ OCCUR ☐ CLAIMS MADE DEDUCTIBLE RETENTION \$	EBU 012051238	12/03/2015	06/14/2016	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$ \$ \$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	BNUWC0133789	10/30/2015	10/30/2016	☒ WC STATU- TORY LIMITS ☐ OTH- ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D		OTHER INLAND MARINE	EC71167060	06/14/2015	06/14/2016	RENTED & LEASED EQUIP 50,000 / / / / / /

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
certificate holder is included as additional insured.

CERTIFICATE HOLDER

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City of Carpinteria
5775 Carpinteria Ave

Carpinteria CA 93013-

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE
EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL
____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT
FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE
INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s) (Additional Insured):	Location(s) of Covered Operations:
All persons or organizations as required by written contract with the Named Insured	As designated in written contract with the Named Insured

- A. **SECTION II – WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

Additional Insured Contractual Liability

“Bodily injury” or “property damage” for which the additional insured(s) are obligated to pay damages by reason of the assumption of liability in a contract or agreement.

Finished Operations at Work

“Bodily injury” or “property damage” occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization.

Negligence of Additional Insured

"Bodily injury" or "property damage" arising directly or indirectly out of the negligence of the additional insured(s).

- C. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance** is amended and the following added:

The insurance afforded by this Coverage Part for the additional insured shown in the Schedule is primary insurance and we will not seek contribution from any other insurance available to that additional insured.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

EXHIBIT D

WORKERS' COMPENSATION STATEMENT

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Acknowledged and Agreed:
