

City of Carpinteria
City Council Regular Meeting Agenda
Monday, November 28, 2016
Council Chamber, 5775 Carpinteria Avenue

4:30 Closed Session and 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 MATTERS**

4:32 p.m. **CLOSED SESSION**

CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Government Code section 54956.9: one case

4:32 p.m. **TEMPORARY ADJOURNMENT TO CLOSED SESSION**

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

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

5:30 p.m. **CLOSED SESSION REPORT**

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

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

5:31 p.m. 1. Presentation of Certificate of Commendation to Silvia Echeverria on her retirement as Code Enforcement Supervisor with the City of Carpinteria.

5:36 p.m. **PUBLIC INFORMATION REPORTS AND ANNOUNCEMENTS**

5:37 p.m. **CITY MANAGER'S REPORT**

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

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

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

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

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

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

5:55 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. Approve the minutes of the regular meeting held November 14, 2016.
3. Receive and file the Expenditures Report for the period beginning November 3, 2016 and ending November 22, 2016.
4. Contracts executed by the City Manager on behalf of the City for the Period of October 16, 2016 through November 18, 2016.
5. Award of a construction contract to Skinner Pool Plastering, Inc. to re-plaster the Carpinteria Community Pool.

5:57 p.m.

ADMINISTRATIVE MATTER: None.

5:57 p.m.

OTHER BUSINESS:

- 5:57 p.m. 6. Law Enforcement Report in Response to Citizen Concerns About Criminal Activity in the Area of Santa Monica Road and Via Real
- Recommendation: Receive the report and direct staff as determined appropriate.
- Staff presenter: Dave Durflinger, City Manager and Lt. Mike Perkins
- a. Staff Report
 - b. Public Comment
 - c. City Council Determination
- 6:15 p.m. 7. Recommendation and Findings of the City of Carpinteria Tree Advisory Board's Annual Tree Tour
- Recommendation: Support the Tree Advisory Board and Staff recommendations to remove the trees listed in the Staff Report and replace with an approved tree species from the City Street Tree Management Plan.
- Staff presenter: Melissa Angeles, Engineering Technician and Charlie W. Ebeling, Public Works Director
- a. Staff Report
 - b. Public Comment
 - c. City Council Determination
- 6:30 p.m. 8. Pavement Maintenance Project Selection Methodology and Authorization of Project No. 15091 – 2017 Pavement Maintenance Project
- Recommendation: Authorize Project No. 15091 – 2017 Pavement Maintenance Project with street selections recommended in Table 1 (including Group B) of the Staff Report.
- Staff presenter: Charlie W. Ebeling, Public Works Director and Matt Meachler, Civil Engineer
- a. Staff Report
 - b. Public Comment
 - c. City Council Determination
- 6:45 p.m. 9. Annual 2016 Economic Vitality Program Report

Recommendation: Receive the 2016 annual report regarding the City's Economic Vitality Program and direct staff as determined appropriate.

Staff presenter: Dave Durflinger, City Manager and Kevin Silk, Assistant to the City Manager

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

7:00 p.m.

10. Emergency Services Management Program Annual Report

Recommendation: Receive and file the report.

Staff presenter: Mimi Audelo, Program Manager

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

7:10 p.m.

11. Extension of Contract Civil Engineer Position

Recommendation: Authorize the City Manager to extend the term of the Contract Civil Engineer position for an additional five-year term.

Staff presenter: Charles W. Ebeling, Public Works Director and Arlene Balmadrid, Human Resource Administrator

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

7:20 p.m.

12. City Manager Employment Agreement Amendment

Recommendation: Approve the attached third amendment to the July 22, 2013 City Manager Employment agreement

Staff presenter: Arlene Balmadrid, Human Resource Administrator

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

7:30 p.m. **LEGISLATIVE UPDATE:** The City Council will discuss local, state and/or federal legislation under consideration and decide whether to direct staff to place a matter(s) on a future City Council agenda for consideration.

7:35 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)
- e. Law Enforcement Services Agreement Committee (Stein & Clark)

4. City Representatives on other Committees

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

7:40 p.m.

ATTENDANCE OF COUNCILMEMBERS FOR FUTURE MEETINGS

7:41 p.m.

ADJOURNMENT

The City Council is scheduled to meet for a **Study Session on Monday, December 12, 2016 at 3:30 p.m.** and a **Regular Meeting to follow at 5:30 p.m.** Both to be held 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, November 23, 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, November 14, 2016**

CALL TO ORDER

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

ROLL CALL

Councilmember Al Clark, Councilmember Wade Nomura, Councilmember J. Bradley Stein, Vice Mayor Fred Shaw, and Mayor Gregg A. Carty were present. Peter Brown and Hillary Steenberge, on behalf of Brownstein Hyatt Farber Schreck, LLP acting as City Attorney of the City of Carpinteria, City Manager Dave Durflinger and Human Resources Manager Arlene Balmadrid were also present.

PUBLIC COMMENT ON CLOSED SESSION: None.

CLOSED SESSION

Peter Brown on behalf of Brownstein Hyatt Farber Schreck, LLP, acting as City Attorney of the City of Carpinteria announced that the City Council would temporarily adjourn to a Closed Session for the purpose of the following items:

- 1 a. Conference with Labor Negotiator(s) – Government Code Section 54957.6

Agency Designated Representatives: Arlene Balmadrid, Human Resources Director and Peter N. Brown and Hillary Steenberge, on behalf of Brownstein Hyatt Farber Schreck, LLP acting as City Attorney of the City of Carpinteria

Unrepresented Employee - City Manager Dave Durflinger

- 1b. Public Employee Performance Evaluation – Government Code Section 54957(b)(1).

Title: City Manager Dave Durflinger

TEMPORARY ADJOURNMENT TO CLOSED SESSION

The City Council recessed to Closed Session at 4:32 p.m.
City Manager Dave Durflinger did not participate in the closed session matters and was absent at 4:32 p.m.

CALL TO ORDER

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

ROLL CALL

Councilmembers present:

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

Staff members present:

Dave Durflinger, City Manager
Peter Brown on behalf of Brownstein Hyatt Farber Schreck, LLP, acting as City Attorney of the City of Carpinteria
Fidela Garcia, City Clerk
Kevin Silk, Assistant to the City Manager
Matt Maechler, Civil Engineer
Charlie W. Ebeling, Public Works Director
John Thornberry, Administrative Services Director.

CLOSED SESSION REPORT

1 a. Conference with Labor Negotiator(s) – Government Code Section 54957.6

Agency Designated Representatives: Arlene Balmadrid, Human Resources Director and Peter N. Brown and Hillary Steenberge, on behalf of Brownstein Hyatt Farber Schreck, LLP acting as City Attorney of the City of Carpinteria

Unrepresented Employee - City Manager Dave Durflinger

1b. Public Employee Performance Evaluation – Government Code Section 54957(b)(1).

Title: City Manager Dave Durflinger

Peter Brown, on behalf of Brownstein Hyatt Farber Schreck, LLP, acting as City Attorney of the City of Carpinteria, announced that the City Council met in Closed Session and there was no reportable action on Item 1a. He also announced that Closed Session Item 1b was not conducted.

PLEDGE OF ALLEGIANCE

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

INTRODUCTIONS, PROCLAMATIONS AND PRESENTATIONS

2. Presentation in honor of members of the Boys & Girls Club who have achieved Gold Card status.

Michael Baker, Chief Executive Officer of United Boys and Girls Club, spoke regarding Boys and Girls Club 105 and stated that what they have learned is that a child that attends a Boys and Girls Club 105 times in a calendar year is twice as likely to graduate high school on time and twice as likely to lead a healthy lifestyle. He noted that children are given a purple membership card when they first join the Boys and Girls Club; when they achieve the halfway mark of 52 days they receive their silver card; and when they achieve 105 days they receive their gold card. He stated that during tonight's City Council meeting a small portion of children were present who have achieved gold card status for the United Boys and Girls Club of Santa Barbara County – Carpinteria Unit. He also stated that many of these children were on their way to achieving the ultimate status of blue card status for 200 days attendance. He thanked the City Council for the opportunity to recognize the children who are members of the Boys and Girls Club.

Mayor Carty read the Certificate of Commendation given to the children in recognition of Club 105.

Mr. Baker presented gold card honorary memberships to the City Councilmembers and City Manager Dave Durflinger.

3. Presentation of the City's fall 2016 Outstanding Community Partner award to the Carpinteria Promotores.

Kevin Silk, Assistant to the City Manager, provided the background of the Outstanding Community Partner Award.

Mayor Carty read the certificate commending and congratulating Carpinteria Promotores as the City's Fall 2016 Outstanding Community Partner Award recipient.

Mr. Silk noted that Carpinteria Promotores is a group of 21 volunteers that provide various outreach efforts to the Carpinteria community; all of the volunteers speak Spanish; many are bilingual; and all received training in health advocacy, health and wellbeing, and personal development. He noted that Carpinteria Promotores assist with the annual Carpinteria Project Spring Health Faire, and they contributed over 500 hours of their time in 2015.

PUBLIC INFORMATION REPORTS AND ANNOUNCEMENTS

Mayor Carty stated that he would adjourn the meeting in honor of and in memory of Kent Weinberg.

CITY MANAGER'S REPORT

- Construction of annual winter sand berm protection at the beach will begin the week of November 21 and continue through December 1. At times the beach will be closed and signs will be posted limiting access during construction activities.
- Tree trimming will take place at Heath Ranch Park beginning November 15 as part of annual maintenance. Staff will be bringing back the Health Ranch Park Master Plan and Tree Protection at a future meeting.
- Work will take place at Carpinteria Bluffs for removal of tamarisk wind row non-native trees.
- The California Public Utilities Commission has informed the City that it has received its railroad-overcrossing license, which will allow the City to build the bridge over the railroad tracks for the Rincon Trail Project. Matt Roberts, Parks and Recreation Director, and the City's consultant were commended for their efforts. Staff from the California Transportation Commission has recommended approval of \$6.8 million in grant funding for the project, which will be considered for approval at the Commission's meeting in December. Construction is expected in 2019/2020.
- The Downtown Business Advisory Board will host a meeting of downtown merchants on November 17, at 9:00 a.m. at the Veterans' Hall, to discuss homelessness in Carpinteria and programs to address homelessness in the City. Speakers will include Luke Barrett, Regional Coordination Director, and Detective Adam Alegria speaking on behalf of the Sheriff's Department.
- City Hall will be closed November 24 and 25 in recognition of the Thanksgiving Day holiday.

PRESENTATIONS BY CITIZENS/PUBLIC COMMENT

Joyce Donaldson, representing the Carpinteria Valley Chamber of Commerce, congratulated the incumbent Councilmembers on their recent reelection. She expressed her pleasure in working with the City Council for the past year and a half. She noted that she and 19 community members recently returned from Nice, France where they met with 60 different Chamber of Commerce members from different countries. She also noted that the 75th anniversary of the Carpinteria Valley Water District celebration would take place on November 16 at 5:00 p.m. prior to their regularly scheduled board meeting. She invited everyone to attend the ribbon cutting ceremony at Visiting Angels on November 18 at 3:30 p.m. She stated that the new Chamber Guide would soon be delivered to Carpinteria area residents.

Mayor Carty acknowledged Bob Franco for his participation in the community.

AGENDA MODIFICATIONS

Peter Brown, on behalf of Brownstein Hyatt Farber Schreck, LLP, acting as City Attorney of the City of Carpinteria, noted an amendment to Consent Calendar Item No. 6 for the second reading of Ordinance No. 713, which was given first reading at the previous City Council meeting to amend the Carpinteria Municipal Code by adding Chapter 8.14, Cultivation of Nonmedical Marijuana Regulations. The ordinance is being presented for final adoption and staff discovered a clerical error in the ordinance. Chapter 8.14, when introduced by the City Council, was titled Use and Cultivation of Nonmedical Marijuana; however, the ordinance does not say anything about "use" and it is only directed at the cultivation of marijuana. The City Attorney's office prepared a revised version of the ordinance to strike the words "use and" in the title. There are no references in the ordinance to the use. It solely concerns cultivation. Should the City Council decide to take action on this ordinance tonight and approve, the City Council would be approving its new, revised version where the clerical error was removed so that the ordinance now reads "cultivation of nonmedical marijuana."

CONSENT CALENDAR

Motion by Councilmember Stein, seconded by Vice Mayor Shaw, to approve the Consent Calendar and the amended second reading of Ordinance No. 713 amending the title of Cultivation of Nonmedical Marijuana Regulations as read by title only.

Councilmember Nomura referred to Item 4, minutes of the regular meeting held October 24, 2016, and stated that the comments he made regarding the tree replacement was more in direction of being proactive in identification of specific programmed areas, which was not reflected in the minutes, and he asked the minutes reflect his comments of a more proactive assessment of trees and in removing some trees out they should look at all the trees at the same time.

Councilmember Stein amended his motion to reflect this change. Vice Mayor Shaw seconded the amended motion.

Upon voice vote, motion carried unanimously.

4. Approve the minutes of the regular meeting held October 24, 2016.
5. Receive and file the Expenditures Report for the period beginning October 19, 2016 and ending November 2, 2016.
6. Second reading of Ordinance No. 713, amending the Carpinteria Municipal Code by adding Chapter 8.14, Cultivation of Nonmedical Marijuana Regulations.
7. Accept the grading and offsite improvements for the Casas de las Flores Project and authorize the City Clerk to release Performance Bond Nos. 0628924 and 0628925, in the amounts of \$814,095 and 4167,409, respectively.

ADMINISTRATIVE MATTER: None

PUBLIC HEARING: None.

OTHER BUSINESS:

8. Pavement Management Program Update

Recommendation: Receive and file.

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

Charlie W. Ebeling, Public Works Director, continued the presentation and reviewed the revenue comparison for various funding, past revenue, and projected revenue. He responded to a question regarding the definition of a collector street by stating that this would be one street you would have to go on in order to go to another street. He also responded to a question regarding the level of funding needed in perpetuity in order to manage the street pavement program. He noted that at the November 28 City Council meeting staff would be bringing recommendations for street selection for the next pavement project.

There were no public comments.

Councilmember Stein noted that costs would escalate should the City defer street maintenance.

The report was received and filed.

9. Receive a Report Regarding the Americans with Disabilities Act (ADA) Title II requirements for Local Government and City's updated ADA Transition Plan.

Recommendation: Receive and file.

Charlie W. Ebeling, Public Works Director provided introductory remarks.

Barbara Thorpe, Disability Act Consultant, provided a PowerPoint presentation on the ADA Transition Plan process.

Kevin Silk, Assistant to the City Manager, acknowledged Ms. Thorpe and her staff for their efforts.

Councilmember Stein inquired whether the federal government would be providing any funding for the ADA Title II mandates, whether grants would be available, and the timeline. Mr. Ebeling responded that ADA standards are always included in projects

whenever the City obtains grants for capital projects, and staff continues to have this in mind with any project and development of a long-range plan.

Ms. Thorpe added that many cities develop a 10, 15 or 20-year plan with an average of 15 to 20-year plan, and they set priorities on items they can do immediately that are low cost such as adjusting door pressures, trimming bushes that encroach into path of travel, or a pedestrian access route, or installing signage. She also noted that the ADA Transition Plan is an unfunded mandate.

Councilmember Clark inquired whether ADA has a compliance division such as OSHA enforcement office who would issue a citation or whether this is a complaint driven law. Ms. Thorpe responded that the Department of Justice is the strong enforcement arm for the ADA. She also stated that enforcement is propelled by state and federal lawsuits, and cities, counties, and other public entities that have a plan showing the progress into the plan will receive credit for good faith.

Mr. Ebeling noted that the City has had experience with the Department of Justice through Project Civic Access. He also noted that the City was audited by the Federal Department of Justice around 2004 and a settlement agreement was entered into considered the City's Transition Plan at the time. He stated that this was one of the reasons the City was moving forward with updating the Transition Plan, modernize the system, and take advantage of a database system for tracking purposes.

Mayor Carty referred to the curb cuts that go to the streets and inquired regarding the purpose of the yellow circles. Mr. Ebeling responded that these are truncated domes that are a tactile surface to inform the vision impaired, and the yellow is for the contrasting standard against the white sidewalk in order to maintain a certain level of contrast for visibility. He stated that the tactile surface is an indication that a person is crossing from a safe area to an unsafe area.

There were no public comments.

The report was received and filed.

10. Review of Year to Date Financial Results

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

Councilmember Clark stated that he serves on the Board of Directors for HELP, which has a funding request as a subpart of this agenda item; therefore, he would have a remote interest in the outcome of the HELP matter. He also stated that he would not participate in discussion of HELP, and he requested that the vote for HELP be separated out from the rest of the agenda item so that he may participate in the rest of the agenda items and not participate in the HELP matter.

Peter Brown, on behalf of Brownstein Hyatt Farber Schreck, LLP, acting as City Attorney of the City of Carpinteria, stated that this would mean that if the City Council were to honor Councilmember Clark's request the City Council would discuss and take action on the HELP item. He also stated that if the City Council takes any action on that item, the discussion and action would be separate from the rest of the report so that Councilmember Clark may participate in the bulk of the discussion. He further stated that the single discussion about HELP and possible funding could be done separately and Councilmember Clark would not participate.

John Thornberry, Administrative Services Director, presented the staff report, specifically the financial results for July 1 through October 31, 2016 and the preliminary comprehensive annual financial report.

Dave Durflinger, City Manager, continued the presentation, including the Community Support Program that provides funding to applicants that assist the community. He noted that the City Council requested a review of the allocation requests during the first quarter financial review. He also noted that another item that was uncertain at the time the budget was adopted was the contract with the Sheriff's Department because the County had not reached an agreement with the Deputies Association's represented labor group and the City was uncertain whether a retroactive increase was going to be applied to the City's contract. He stated that the City had now received notification that an agreement was reached that would necessitate a very minor adjustment to the contract amount and there was no change to the estimated contract amount that was provided in the spring. He noted there were three areas for discussion tonight, including HELP, Branch Library, and Cable Systems and Open Video Systems related to franchise cable television services.

Councilmember Clark inquired whether the City would experience loss of revenue due to the transfer in cable television services. Mr. Durflinger responded that this was unknown. He explained that State law was structured to try to protect local franchise revenues. He stated that staff might need to bring an item to the City Council to consider hiring a consultant to conduct an audit to ensure that the City receives the correct amount of franchise revenue and that all terms are in compliance.

Councilmember Clark inquired whether other communities were suffering loss of revenue to their local libraries and whether there were any discussions regarding a countywide ballot measure to support funding the library system. Mr. Durflinger responded that staff requested information from the City of Santa Barbara, who runs the library system on behalf of the County, and they provided copies of the preliminary budget. He noted that each branch library is facing revenue shortages and they have all addressed shortages differently, such as cutting hours and reliance on Friends of the Library. He stated that there has been discussion regarding a countywide ballot measure to address funding for the branch library system.

Gabby Edwards stated that she attended a County Library Advisory Committee Meeting where they discussed financial challenges that the County Library system is facing. She noted that the local branch library could receive less funding. She also stated that the Committee is studying the City of Goleta branch library's efforts to become an independent library and studying what other counties are doing; however, so far there has not been movement on a ballot measure. She noted that the Carpinteria Friends of the Library would be celebrating its 50th anniversary next year and they continue to work hard on fundraising efforts. Councilmember Clark inquired whether there was any feasibility in having volunteers from Friends of the Library volunteer at the branch library. Ms. Edwards responded that the Central Library requires that two employees be onsite at all times for safety reasons. She noted that volunteers have been used to teach people how to use computers and they were thinking of other ways they can help the library.

Motion by Councilmember Stein, seconded by Vice Mayor Shaw, to fully fund the request of \$15,000 for the Carpinteria Library from the General Fund Available Fund Balance to the Community Service Program, and \$5,000 for the cost of updating the city cable franchise regulations in anticipation of implementation of the Digital Infrastructure and Video Competition Act from the General Fund available fund balance to the Contract Services Line.

Upon voice vote, motion carried unanimously.

Mr. Durflinger continued the presentation regarding the request from HELP for \$4,704

Art Wilner, HELP Board President, distributed an information sheet regarding the services that HELP provides. He noted that HELP is an all-volunteer nonprofit organization that provides door-to-door transportation to non-driving residents since 1988. He stated that last year they provided 7,153 rides serving 600 different people; they do not deny transportation to anyone regardless of whether they can make a donation for the ride; and any ride donation they receive only cover 25 percent of operating costs.

Sanderson Smith noted that he has driven for HELP for 12 years and he served as the past President of HELP Board of Directors. He noted that his numerous passengers have expressed their appreciation to HELP. He expressed his hope that the City Council would consider their request for additional funding.

Judy Goodbody stated that one of HELP's major funding source for operating expenses is experiencing difficulty with their own funding and their funding was cut by \$7,000 last year. She noted that HELP's annual budget is \$50,000. She thanked the City Council for past allocations from Measure D and Measure A funds. She expressed her hope that the City Council would consider their request for additional funding.

Jane Benefield congratulated the incumbent Councilmembers on their reelection. She noted that HELP provides door-to-door transportation to seniors and disabled residents, and provides the residents their independence for getting around town. She thanked the City Council for their consideration.

Terry Moore stated that he has driven for HELP for ten year and passengers have told him that if it weren't for HELP they would not be able to stay in their own home. He also stated that the reason he drives for HELP is because one day he will need their services. He spoke in support of the request for additional funding.

Motion by Vice Mayor Shaw to approve an additional \$4,704 from Measure A to HELP.

Councilmember Stein expressed support for providing the additional funding this year; however, he could not guarantee that the same amount would be provided in future years. He suggested that HELP consider mandating the \$2 fee for rides and consider other fundraising efforts. He also suggested the City explore other ways to assist HELP, such as providing mechanical needs for vehicles.

Councilmember Stein seconded the motion.

Upon voice vote, Councilmember Nomura, Councilmember Stein, Vice Mayor Shaw, and Mayor Carty were in favor. Councilmember Carty abstained and did not participate in the discussion of this item. Motion carried.

11. Adoption of Resolution No. 5694, creating a City Council ad hoc committee concerning the Law Enforcement Services Agreement between the City of Carpinteria and the County of Santa Barbara and appointing certain City Council members to serve on the Committee

Recommendation: 1. Take nominations for two City Council members to serve as the ad hoc committee concerning the Law Enforcement Services Agreement; and 2. Approve and adopt Resolution No. 5694, creating an ad hoc City Council Committee concerning the Law Enforcement Services Agreement.

Dave Durflinger, City Manager, presented the staff report.

Councilmember Nomura inquired regarding the contract time period. Dave Durflinger, City Manager, responded that historically the contracts are for a five-year initial terms with the ability by mutual agreement to extend for additional five-year terms.

There were no public comments.

Councilmembers Clark and Stein volunteered to serve on the ad hoc committee.

Motion by Councilmember Nomura, seconded by Vice Mayor Shaw, to accept the nominations of Councilmembers Clark and Stein to serve as the ad hoc committee concerning the Law Enforcement Services Agreement; and approve and adopt Resolution No. 5694 as read by title only creating an ad hoc City Council Committee concerning the Law Enforcement Services Agreement.

Upon voice vote, motion carried unanimously.

LEGISLATIVE UPDATE

Vice Mayor Shaw noted that he attended a League of California Cities Conference in Newport Beach last week where they discussed several major issues for 2017.

Dave Durflinger, City Manager, stated that the full legislative report was attached to the League of California Cities (League) update, which reviewed overarching issues such as transportation funding, past League advocacy efforts, and looking forward. He noted that last week he and several Department Heads participated in a webinar for the League's year-end summary. He explained that the special session formed by the Governor and the State Legislature for transportation funding is still open until the end of November. He stated that the League is asking Councilmembers to reach out to their Legislatures to take up the issue of transportation funding before the end of the special session. He spoke regarding AB 1618 and AB 1628, the No Place Like Home bond program in the amount of \$2 billion for permanent housing for homeless people with mental illness. He stated that these mandates could assist the City in providing grant opportunities through the County Housing Authority, People Self-Help Housing, and nonprofit organizations for projects with permanent support of housing for homeless people with mental illness in Carpinteria. He noted that information was also provided regarding AB 2299 and SB 1069 regarding accessory dwelling units, which means less local control over second dwelling units. He also noted that information was also provided regarding AB 2406 related to junior accessory dwelling units, which provides for permissive legislation for cities. He stated that junior accessory units are defined as units of 500 square feet or less that may be established by right with no additional parking requirements. He also noted that information was also provided related to bonus density near transportation such as bus corridor and transit stops to create opportunities for developers to create higher density housing. He also noted that information was provided regarding the Assembly Bill for additional training for elected officials and other appointed officials concerning sexual harassment prevention. He also noted that information included a review of AB 2594 related to stormwater resources that clarifies that cities may use the stormwater generated and captured within streets rights-of-way. He stated that AB 2228 provides for statewide guidelines for training of Code Enforcement Officers. He also stated that AB 806 relates to expanding economic development by entering into loan or sale agreements with private developers related to public property. He asked the City Council to provide feedback on whether they prefer to receive the legislative updates as an attachment to the agenda packet or whether they would prefer to receive a link to the League's website.

Councilmember Clark noted that SB 1000 related to General Plans requires the development of an environmental justice element. He asked staff to review whether it would apply to the City since an effort is currently underway.

COMMITTEE REPORTS, INQUIRIES AND OTHER MATTERS PRESENTED BY COUNCILMEMBERS

Vice Mayor Shaw spoke regarding the upcoming efforts by the League of California Cities for critical funding for transportation and water infrastructure, housing affordability, public safety, and homelessness.

Mayor Carty reported that he, Vice Mayor Shaw, and Community Development Director Steve Goggia attended the Santa Barbara County Joint Housing Task Group Meeting where they discussed SB 1069 Accessory Dwelling Units and loss of local control.

ATTENDANCE OF COUNCILMEMBERS FOR FUTURE MEETINGS

All Councilmembers are expected to be in attendance at the November 28, 2016 City Council meeting.

ADJOURNMENT

The meeting was adjourned at 7:41 p.m. by Mayor Carty, in memory and honor of Kent Weinberg.

Gregg A. Carty, Mayor

ATTEST:

Fidela Garcia, CMC, City Clerk



City of Carpinteria

COUNCIL AGENDA STAFF REPORT November 28, 2016

ITEM FOR COUNCIL CONSIDERATION

Expenditures for the period beginning November 3, 2016 and ending November 22, 2016.

STAFF RECOMMENDATION

Action Item ____ ; Non-Action Item X

That the City Council accept this report concerning the current list of warrants pursuant to Carpinteria Municipal Code 2.08.150(F).

DISCUSSION

As part of each regular City Council agenda, a list of all checks (attached) dispersed since the last reporting period is presented to the City Council pursuant to C.M.C. 2.08.150(F). The report is provided for City Council and public information and serves as Staff's verification that the expenditures have been reviewed and are within budgeted appropriations.

FINANCIAL CONSIDERATIONS

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

ATTACHMENTS

Attachment A: Warrant Register for the period beginning November 3, 2016 and ending November 22, 2016.

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

moniquee@ci.carpinteria.ca.us

Reviewed by: John Thornberry, Admin. Services Director

Signature



Signature

Reviewed by: Dave Durflinger, City Manager



Signature

8:21 AM

11/21/16

CITY OF CARPINTERIA

Warrant Register

November 3 - 22, 2016

Date	Num	Name	Source Name	Memo	Account	Paid Amount
11/09/16	89289	ACCESS CONTROL SECURITY, INC.	ACCESS CONTROL...	0024737	1000101 · Operating Cash 10	
10/19/16	0024737		ACCESS CONTROL...	VETS HALL SECURITY	4848352 · VETS HALL RENTALS	(164.25)
TOTAL						(164.25)
11/09/16	89290	AERIOCONNECT	AERIOCONNECT	843604	1000101 · Operating Cash 10	
11/03/16	843604		AERIOCONNECT	DSL MONTHLY SERVICE CHARGE - DECEMBE...	1018222 · Equipment Maintenance	(66.06)
TOTAL						(66.06)
11/09/16	89291	CALIFORNIA STATE DISBURSEMENT UNIT	CALIFORNIA STAT...	CASE NUMBER 0850182383-01	1000101 · Operating Cash 10	
11/09/16	PAYROLL 1...		CALIFORNIA STATE...	PAYROLL WITHHOLDING 11-10-16	1000105 · ICMA Cash	(330.46)
TOTAL						(330.46)
11/09/16	89292	CANON FINANCIAL SERVICES, INC	CANON FINANCIAL ...	16621244	1000101 · Operating Cash 10	
10/22/16	16621244		CANON FINANCIAL ...	COPIER SERVICE	1018222 · Equipment Maintenance	(618.31)
TOTAL						(618.31)
11/09/16	89293	CARP EVENTS	CARP EVENTS	2016 HOLIDAY PARADE	1000101 · Operating Cash 10	
11/07/16	2016 HOLID...		CARP EVENTS	2016 HOLIDAY PARADE	3845222 · Marketing/Project Carpin...	(1,800.00)
			CARP EVENTS	2016 HOLIDAY PARADE	1045220 · Contract Services 45	(4,850.00)
TOTAL						(6,650.00)
11/09/16	89294	CARPINTERIA LOCK & KEY	CARPINTERIA LOC...	INVOICE #1614	1000101 · Operating Cash 10	
10/18/16	1614		CARPINTERIA LOC...	VETS HALL	4865309 · Misc Operating Expense...	(54.00)
			CARPINTERIA LOC...	CITY HALL	1013224 · Interior Maintenance	(25.92)
TOTAL						(79.92)
11/09/16	89295	CHANNEL COUNTIES DIVISION	CHANNEL COUNTI...	2016 HOLIDAY MEETING	1000101 · Operating Cash 10	
11/04/16	2016 HOLID...		CHANNEL COUNTI...	MEETING ATTENDANCE, SHAW, NOMURA	1051306 · Meetings & Travel 51	(70.00)
TOTAL						(70.00)
11/09/16	89296	COAST OFFICE TECHNOLOGY	COAST OFFICE TE...	2016111	1000101 · Operating Cash 10	
10/28/16	2016111		COAST OFFICE TE...	COMPUTER HARDWARE	1070417 · Computer Hardware	(1,778.54)
TOTAL						(1,778.54)

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Warrant Register

November 3 - 22, 2016

Date	Num	Name	Source Name	Memo	Account	Paid Amount
11/09/16	89297	COASTAL VIEW NEWS	COASTAL VIEW NE...		1000101 · Operating Cash 10	
10/21/16	49004		COASTAL VIEW NE...	LEGAL NOTICES	1011303 · Printing & Advertising 11	(497.00)
10/21/16	49013		COASTAL VIEW NE...	DISPLAY ADVERTISING	1011303 · Printing & Advertising 11	(99.00)
10/21/16	49016		COASTAL VIEW NE...	DISPLAY ADVERTISING	1011303 · Printing & Advertising 11	(288.00)
11/04/16	49061		COASTAL VIEW NE...	DISPLAY ADVERTISING	1044302 · Marketing Materials	(952.00)
11/04/16	49085		COASTAL VIEW NE...	DISPLAY ADVERTISING	1016303 · Recruitment Advertising	(200.00)
TOTAL						(2,036.00)
11/09/16	89298	COLSON'S TOWING INC	COLSON'S TOWIN...		1000101 · Operating Cash 10	
10/14/16	3273		COLSON'S TOWING...	BUCKET TRUCK	2531307 · Vehicle Oper & Maintena...	(626.80)
10/14/16	3332		COLSON'S TOWING...	VEHICLE MAINTENANCE	2531307 · Vehicle Oper & Maintena...	(287.60)
TOTAL						(914.40)
11/09/16	89299	EDD-SDI	EDD-SDI	776-5147-9	1000101 · Operating Cash 10	
11/09/16	PAYROLL 1...		EDD-SDI	PAYROLL 11-10-16	1000223 · SDI Withheld	(704.13)
TOTAL						(704.13)
11/09/16	89300	EDD-SIT	EDD-SIT	932-0283-6	1000101 · Operating Cash 10	
11/09/16	PAYROLL 1...		EDD-SIT	PAYROLL 11-10-16	1000221 · SIT Withheld	(3,755.90)
TOTAL						(3,755.90)
11/09/16	89301	EVERSHADE EXTERIOR CLEANING SOLUTI...	EVERSHADE EXTE...	INVOICE 7833	1000101 · Operating Cash 10	
10/25/16	7833		EVERSHADE EXTE...	LINDEN/CARP POWER WASHING	3332225 · ROW Maintenance 32	(10,975.00)
TOTAL						(10,975.00)
11/09/16	89302	EVERYWHERE RIGHT NOW	EVERYWHERE RIG...	INVOICE 1759	1000101 · Operating Cash 10	
09/05/16	1759		EVERYWHERE RIG...	WEBHOSTING	1018224 · Software Maintenance	(540.00)
TOTAL						(540.00)
11/09/16	89303	FEDEX	FEDEX	5-593-77497	1000101 · Operating Cash 10	
10/28/16	5-593-77497		FEDEX	DIF HWY INTERCHANGE	3100232 · DIF Highway Interchange	(15.02)
			FEDEX	DIF HWY INTERCHANGE	3179616 · FHWA HBR 31	(15.01)
TOTAL						(30.03)
11/09/16	89304	FIRST BANKCARD	FIRST BANKCARD	3727	1000101 · Operating Cash 10	

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CITY OF CARPINTERIA
Warrant Register
 November 3 - 22, 2016

Date	Num	Name	Source Name	Memo	Account	Paid Amount
10/26/16	3727		FIRST BANKCARD	HOST PROGRAM	1024215 · Disaster Preparedness	(262.36)
TOTAL						(262.36)
11/09/16	89305	HILLYARD	HILLYARD	602275717	1000101 · Operating Cash 10	
10/14/16	602275717		HILLYARD	POOL RESTROOMS	4866308 · Supplies & Materials 66	(57.89)
TOTAL						(57.89)
11/09/16	89306	HOUSE SANITARY SUPPLY	HOUSE SANITARY ...	171240	1000101 · Operating Cash 10	
10/14/16	171240		HOUSE SANITARY ...	POOL	4866308 · Supplies & Materials 66	(53.19)
TOTAL						(53.19)
11/09/16	89307	JEANNE LEANORA SUPIN	JEANNE LEANORA ...	1177	1000101 · Operating Cash 10	
10/18/16	1177		JEANNE LEANORA ...	ZONING CODE UPDATE	1072216 · Zone Code Update	(12,527.50)
TOTAL						(12,527.50)
11/09/16	89308	JOY EQUIPMENT PROTECTION INC	JOY EQUIPMENT P...	66791	1000101 · Operating Cash 10	
08/19/16	66791		JOY EQUIPMENT P...	ANNUAL EXTINGUISHERS	3332221 · Miscellaneous Contracts ...	(579.28)
TOTAL						(579.28)
11/09/16	89309	LEAGUE OF CA CITIES	LEAGUE OF CA CIT...	VOID: 56707	1000101 · Operating Cash 10	
TOTAL						0.00
11/09/16	89310	MNS ENGINEERS INC	MNS ENGINEERS I...		1000101 · Operating Cash 10	
10/24/16	67717		MNS ENGINEERS INC	CASA DEL SOL	2734224 · Traffic Engineering Retai...	(3,455.00)
10/24/16	67718		MNS ENGINEERS INC	PROJ 6005	1000251 · Development Deposits	(360.00)
TOTAL						(3,815.00)
11/09/16	89311	PACIFIC PLUMBING SPECIALITIES	PACIFIC PLUMBIN...	1667-0	1000101 · Operating Cash 10	
10/14/16	1667-0		PACIFIC PLUMBING...	ASH	2862308 · Supplies & Materials 62	(159.24)
			PACIFIC PLUMBING...	PARKS	2361221 · Miscellaneous Contracts	(118.22)
TOTAL						(277.46)
11/09/16	89312	ROBERT BROWN ENGINEERS	ROBERT BROWN E...	INVOICE #237-4131	1000101 · Operating Cash 10	
10/24/16	237-4131		ROBERT BROWN E...	PROJ 1769	1000251 · Development Deposits	(232.50)

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Date	Num	Name	Source Name	Memo	Account	Paid Amount
TOTAL						(232.50)
11/09/16	89313	SANTA BARBARA COUNTY, PUBLIC WORKS	SANTA BARBARA ...	INVOICE #CARP10.31.16	1000101 · Operating Cash 10	
11/02/16	103116		SANTA BARBARA C...	CARP TRAFFIC SIGNAL MAINTENANCE & REPA...	2923210 · Traffic Signals	(718.09)
TOTAL						(718.09)
11/09/16	89314	SEUI LOCAL 620	SEUI LOCAL 620	PAYROLL 11-10-16	1000101 · Operating Cash 10	
11/09/16	PAYROLL 1...		SEUI LOCAL 620	PAYROLL 11-10-16	1000229 · SEIU Local 620	(168.67)
TOTAL						(168.67)
11/09/16	89315	SO CA EDISON	SO CA EDISON		1000101 · Operating Cash 10	
10/29/16	2-30-652-4281		SO CA EDISON	SEASIDE	4865309 · Misc Operating Expense...	(59.53)
10/29/16	2-32-832-7564		SO CA EDISON	PROJ 4865	1000251 · Development Deposits	(707.39)
			SO CA EDISON	VETS HALL	4865309 · Misc Operating Expense...	(348.41)
TOTAL						(1,115.33)
11/09/16	89316	SO CA GAS COMPANY	SO CA GAS COMP...		1000101 · Operating Cash 10	
11/02/16	006-514-270...		SO CA GAS COMPA...	POOL	4866314 · Utility - Natural Gas 66	(1,763.93)
11/02/16	140-914-308...		SO CA GAS COMPA...	PROJ 4865	1000251 · Development Deposits	(47.95)
			SO CA GAS COMPA...	VETS HALL	4865309 · Misc Operating Expense...	(23.61)
TOTAL						(1,835.49)
11/09/16	89317	SOUTHERN CALIFORNIA SWIMMING	SOUTHERN CALIF...	PVST SWIM MEET	1000101 · Operating Cash 10	
11/02/16	PVST SWIM...		SOUTHERN CALIFO...	PVST SWIM MEET	4868308 · Supplies & Materials 68	(194.00)
TOTAL						(194.00)
11/09/16	89318	STATESIDE SERVICES, INC	STATESIDE SERVI...	PROJ 5944 REFUND	1000101 · Operating Cash 10	
11/08/16	PROJ 5944 ...		STATESIDE SERVI...	PROJ 5944 REFUND	1000251 · Development Deposits	(5,749.51)
TOTAL						(5,749.51)
11/09/16	89319	T. ROWE PRICE	T. ROWE PRICE	PAYROLL CONTRIBUTION - ANTHONY VEGA	1000101 · Operating Cash 10	
11/09/16	PAYROLL 1...		T. ROWE PRICE	PAYROLL 11-10-16 ANTHONY VEGA	1000105 · ICMA Cash	(50.00)
TOTAL						(50.00)
11/09/16	89320	THE STORAGE PLACE	THE STORAGE PLA...	VOID: 10984	1000101 · Operating Cash 10	

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CITY OF CARPINTERIA

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Date	Num	Name	Source Name	Memo	Account	Paid Amount
TOTAL						0.00
11/09/16	89321	TRI-CO BLUE PRINT & SUPPLY	TRI-CO BLUE PRIN...	50307	1000101 · Operating Cash 10	
09/22/16	50307		TRI-CO BLUE PRIN...	TRIATHLON	4863300 · Triathlon Expense	(200.88)
TOTAL						(200.88)
11/09/16	89322	UNITED WAY OF SANTA BARBARA COUNTY	UNITED WAY OF S...	11-10-16	1000101 · Operating Cash 10	
11/09/16	PAYROLL 1...		UNITED WAY OF S...	11-10-16	1000224 · United Way Payable	(24.00)
TOTAL						(24.00)
11/09/16	89323	VANTAGEPOINT TRANSFER AGENTS - 457	VANTAGEPOINT TR...	PAYROLL 11-10-16	1000101 · Operating Cash 10	
11/09/16	PAYROLL 1...		VANTAGEPOINT TR...	PAYROLL 11-10-16	1000105 · ICMA Cash	(1,275.00)
TOTAL						(1,275.00)
11/09/16	89324	VENCO WESTERN INC	VENCO WESTERN I...	INVOICE #0149019-IN	1000101 · Operating Cash 10	
10/24/16			VENCO WESTERN I...	ROW	3332221 · Miscellaneous Contracts ...	(1,793.19)
			VENCO WESTERN I...	CITY HALL	1013225 · Grounds Maintenance	(742.10)
			VENCO WESTERN I...	PROJ 4865	1000251 · Development Deposits	(221.26)
			VENCO WESTERN I...	VETS HALL	4865220 · Grounds Maintenance 65	(108.66)
			VENCO WESTERN I...	POOL	4866220 · Grounds Maintenance 66	(221.73)
			VENCO WESTERN I...	ROW	3323220 · Parking Lot Landscape	(211.19)
			VENCO WESTERN I...	PARKS	2361225 · Park Maintenance 61	(4,523.56)
TOTAL						(7,821.69)
11/09/16	89325	VJS BIOLOGICAL CONSULTING	VJS BIOLOGICAL C...	JUL - SEP 2016	1000101 · Operating Cash 10	
10/01/16	JUL - SEP 2...		VJS BIOLOGICAL C...	PROJ 1767	1000251 · Development Deposits	(300.00)
			VJS BIOLOGICAL C...	PROJ 1407	1000251 · Development Deposits	(37.50)
			VJS BIOLOGICAL C...	BIOLOGICAL SERVICES	1041225 · Misc. Planning Contracts	(382.50)
TOTAL						(720.00)
11/09/16	89326	WEST COAST ARBORIST INC	WEST COAST ARB...		1000101 · Operating Cash 10	
09/30/16	119616		WEST COAST ARB...	TREE MAINTENANCE	2732220 · Public Tree Maintenance...	(5,916.00)
10/15/16	119924		WEST COAST ARB...	TREE MAINTENANCE	2732220 · Public Tree Maintenance...	(1,734.00)
TOTAL						(7,650.00)
11/09/16	89327	WILLDAN	WILLDAN	010-32622	1000101 · Operating Cash 10	
10/27/16	010-32622		WILLDAN	DIF UPDATE	1030221 · Contract Services 30	(6,355.00)

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CITY OF CARPINTERIA
Warrant Register
 November 3 - 22, 2016

Date	Num	Name	Source Name	Memo	Account	Paid Amount
TOTAL						(6,355.00)
11/09/16	89328	SOUTHERN CALIFORNIA SWIMMING*	SOUTHERN CALIF...	MCCARTHY COACH FEE	1000101 · Operating Cash 10	
11/02/16	MCCARTHY...		SOUTHERN CALIFO...	MCCARTHY COACH FEE	4868308 · Supplies & Materials 68	(64.00)
TOTAL						(64.00)
11/09/16	89329	BERRY GENERAL ENGINEERING CONTRA...	BERRY GENERAL ...	CP #15047	1000101 · Operating Cash 10	
10/17/16	15047		BERRY GENERAL E...	CDBG GRANT	2000261 · Deferred Revenue 20	(6,924.40)
			BERRY GENERAL E...	CDBG GRANT	2079275 · Public Work Grants	(6,924.39)
TOTAL						(13,848.79)
11/09/16	89330	BIG GREEN CLEANING COMPANY	BIG GREEN CLEAN...		1000101 · Operating Cash 10	
10/17/16	484465		BIG GREEN CLEANI...	ASH AVE	2861225 · Marsh Park Maintenance	(130.00)
10/17/16	484471		BIG GREEN CLEANI...	ROW	3332221 · Miscellaneous Contracts ...	(144.00)
			BIG GREEN CLEANI...	BEACHES	2861225 · Marsh Park Maintenance	(144.00)
10/17/16	484472		BIG GREEN CLEANI...	BEACH	2861225 · Marsh Park Maintenance	(118.90)
			BIG GREEN CLEANI...	ROW	3332221 · Miscellaneous Contracts ...	(237.70)
			BIG GREEN CLEANI...	PARKS	2361221 · Miscellaneous Contracts	(475.40)
10/17/16	484476		BIG GREEN CLEANI...	CITY HALL	1013221 · Miscellaneous Contracts ...	(512.00)
TOTAL						(1,762.00)
11/09/16	89331	C3 INTELLIGENCE, INC	C3 INTELLIGENCE, ...	10629	1000101 · Operating Cash 10	
11/01/16	10629		C3 INTELLIGENCE, ...	RECRUITMENT	1016320 · Pre-placement Health Sc...	(206.00)
TOTAL						(206.00)
11/09/16	89332	COX COMMUNICATIONS	COX COMMUNICAT...	001-3011-022093901	1000101 · Operating Cash 10	
11/01/16	0013011022...		COX COMMUNICATI...	INTERNET SERVICES	1018222 · Equipment Maintenance	(132.00)
TOTAL						(132.00)
11/09/16	89333	GRAINGER	GRAINGER	9254162366	1000101 · Operating Cash 10	
10/17/16	9254162366		GRAINGER	CITY HALL	1013224 · Interior Maintenance	(17.45)
			GRAINGER	GONZALEZ SAFETY ACCT	1013197 · Indiv Equip Reimburse...	(46.07)
TOTAL						(63.52)
11/09/16	89334	MARBORG INDUSTRIES	MARBORG INDUST...	3885563	1000101 · Operating Cash 10	
10/16/16	3885563		MARBORG INDUST...	TRIATHLON	4863300 · Triathlon Expense	(3.00)

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CITY OF CARPINTERIA
Warrant Register
November 3 - 22, 2016

Date	Num	Name	Source Name	Memo	Account	Paid Amount
TOTAL						(3.00)
11/09/16	89335	SHAW CONTRACTING INC.	SHAW CONTRACTI...	652-16	1000101 · Operating Cash 10	
10/18/16	652-16		SHAW CONTRACTI...	AVOCADO FEST K RAILS	2531308 · Supplies & Materials 31	(1,190.00)
TOTAL						(1,190.00)
11/09/16	89336	SO CA EDISON	SO CA EDISON	VOID:	1000101 · Operating Cash 10	
TOTAL						0.00
11/09/16	89337	SO CA SWIMMING	SO CA SWIMMING	VOID: MCCARTHY COACH FEES	1000101 · Operating Cash 10	
TOTAL						0.00
11/09/16	89338	STAPLES ADVANTAGE	STAPLES ADVANT...	3318525774	1000101 · Operating Cash 10	
10/20/16	3318525774		STAPLES ADVANT...	OFFICE SUPPLIES	1013308 · Supplies & Materials 13	(54.72)
TOTAL						(54.72)
11/09/16	89339	THE STORAGE PLACE	THE STORAGE PLA...	10984	1000101 · Operating Cash 10	
11/03/16	10984		THE STORAGE PLA...	OFFSITE STORAGE RENTAL	1013221 · Miscellaneous Contracts ...	(325.00)
TOTAL						(325.00)
11/10/16	89340	LEAGUE OF CA CITIES	LEAGUE OF CA CIT...	56707	1000101 · Operating Cash 10	
11/04/16	56707		LEAGUE OF CA CITI...	WESTERN CITY MAGAZINE	1016303 · Recruitment Advertising	(450.00)
TOTAL						(450.00)
11/10/16	89341	SO CA EDISON	SO CA EDISON	2-26-504-7225	1000101 · Operating Cash 10	
11/01/16	2-26-504-7225		SO CA EDISON	STREET LIGHTING	2923210 · Traffic Signals	(26.87)
TOTAL						(26.87)
11/10/16	89342	SO CA GAS COMPANY	SO CA GAS COMP...	016-913-9500-6	1000101 · Operating Cash 10	
11/01/16	016-913-950...		SO CA GAS COMPA...	CIVIC CENTER	1013314 · Utility - Natural Gas	(240.55)
TOTAL						(240.55)
11/10/16	89343	SANTA BARBARA COUNTY	SANTA BARBARA ...	14-1719-CUP/CDP	1000101 · Operating Cash 10	

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Warrant Register

November 3 - 22, 2016

Date	Num	Name	Source Name	Memo	Account	Paid Amount
11/10/16	14-1719-CU...		SANTA BARBARA C...	14-1719-CUP/CDP	1000251 · Development Deposits	(3,120.00)
TOTAL						(3,120.00)
11/10/16	89344	FIRST BANKCARD	FIRST BANKCARD	1438	1000101 · Operating Cash 10	
10/26/16	1438		FIRST BANKCARD	MEETINGS & TRAVEL	1016306 · Meetings & Travel 16	(3.29)
			FIRST BANKCARD	MEETINGS & TRAVEL	1016306 · Meetings & Travel 16	(7.51)
			FIRST BANKCARD	RECRUITMENT INTERVIEWS	1016303 · Recruitment Advertising	(55.33)
			FIRST BANKCARD	CITY HALL	1013308 · Supplies & Materials 13	(9.73)
			FIRST BANKCARD	RECRUITMENT INTERVIEWS	1016303 · Recruitment Advertising	(8.18)
			FIRST BANKCARD	BDAY CARDS	1016310 · Employee/Public Relatio...	(16.05)
			FIRST BANKCARD	CITY COUNCIL	1051310 · Public Relations 51	(4.18)
			FIRST BANKCARD	MEETINGS & TRAVEL	1051306 · Meetings & Travel 51	(2.75)
			FIRST BANKCARD	MEETINGS & TRAVEL	1051306 · Meetings & Travel 51	(2.39)
			FIRST BANKCARD	MEETINGS & TRAVEL	1016228 · Employee Training	(53.95)
			FIRST BANKCARD	MEETINGS & TRAVEL	1016306 · Meetings & Travel 16	(209.09)
			FIRST BANKCARD	MEETINGS & TRAVEL	1016306 · Meetings & Travel 16	(268.65)
			FIRST BANKCARD	RECRUITMENT INTERVIEWS	1016303 · Recruitment Advertising	(6.00)
TOTAL						(647.10)
11/10/16	89347	MALKIEWICZ, MARIAH	MALKIEWICZ, MARI...	PAYROLL 11-10-16	1000101 · Operating Cash 10	
11/10/16	PAYROLL 1...		MALKIEWICZ, MARI...	PAYROLL 11-10-16	1000101 · Operating Cash 10	(130.09)
TOTAL						(130.09)
11/10/16	89348	KEISER, JON	KEISER, JON	PAYROLL 10-13-16	1000101 · Operating Cash 10	
11/10/16	PAYROLL 1...		KEISER, JON	PAYROLL 10-13-16	1000101 · Operating Cash 10	(379.86)
TOTAL						(379.86)
11/17/16	89349	76 FLEET SERVICES	76 FLEET SERVICES	47433244	1000101 · Operating Cash 10	
10/31/16	47433244		76 FLEET SERVICES	VEHICLE FUEL	3332307 · Vehicle Oper & Maintena...	(83.44)
			76 FLEET SERVICES	VEHICLE FUEL	2531307 · Vehicle Oper & Maintena...	(47.03)
			76 FLEET SERVICES	VEHICLE FUEL	1013307 · Vehicle Oper & Maintena...	(3.00)
TOTAL						(133.47)
11/17/16	89350	ACCESS CONTROL SECURITY, INC.	ACCESS CONTROL...	0024833	1000101 · Operating Cash 10	
11/03/16	0024833		ACCESS CONTROL...	VETS HALL SECURITY	4848352 · VETS HALL RENTALS	(312.08)
TOTAL						(312.08)
11/17/16	89351	ALAMO SELF STORAGE	ALAMO SELF STOR...	OFFSITE STORAGE FEES	1000101 · Operating Cash 10	
11/17/16			ALAMO SELF STOR...	OFFSITE STORAGE FEES	1013221 · Miscellaneous Contracts ...	(360.00)

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CITY OF CARPINTERIA

Warrant Register

November 3 - 22, 2016

Date	Num	Name	Source Name	Memo	Account	Paid Amount
TOTAL						(360.00)
11/17/16	89352	ARYA ICE CREAM	ARYA ICE CREAM	11100033	1000101 · Operating Cash 10	
09/15/16	11100033		ARYA ICE CREAM	POOL RESALE ITEMS	4866350 · Supplies for Resale	(16.99)
TOTAL						(16.99)
11/17/16	89353	CARPINTERIA BOYS & GIRLS CLUB	CARPINTERIA BOY...	PYP TRIPS 2015	1000101 · Operating Cash 10	
10/29/16	PYPTRIPS 2...		CARPINTERIA BOY...	COMMUNITY SERVICE GRANT	1046212 · Boys & Girls Club Funding	(18,007.00)
TOTAL						(18,007.00)
11/17/16	89354	CARPINTERIA MAGAZINE	CARPINTERIA MAG...	49118	1000101 · Operating Cash 10	
11/04/16	49118		CARPINTERIA MAG...	CARPINTERIA MAGAZINE WINTER	1044302 · Marketing Materials	(1,595.00)
TOTAL						(1,595.00)
11/17/16	89355	CARPINTERIA VALLEY LUMBER CO	CARPINTERIA VAL...	ACCOUNT 164	1000101 · Operating Cash 10	
10/31/16	OCT 2016 S...		CARPINTERIA VALL...	POOL	4866308 · Supplies & Materials 66	(1.48)
			CARPINTERIA VALL...	POOL	4866308 · Supplies & Materials 66	(29.96)
			CARPINTERIA VALL...	POOL	2531308 · Supplies & Materials 31	(4.51)
			CARPINTERIA VALL...	POOL	4866308 · Supplies & Materials 66	(0.49)
			CARPINTERIA VALL...	CITY HALL	1013225 · Grounds Maintenance	(33.01)
			CARPINTERIA VALL...	PW SUPPLIES	2531308 · Supplies & Materials 31	(1.90)
			CARPINTERIA VALL...	POOL	4866308 · Supplies & Materials 66	(23.93)
			CARPINTERIA VALL...	PW SUPPLIES	3332308 · Supplies & Materials 32	(41.10)
			CARPINTERIA VALL...	PW SUPPLIES	1013224 · Interior Maintenance	(9.90)
			CARPINTERIA VALL...	POOL	4866308 · Supplies & Materials 66	(24.99)
			CARPINTERIA VALL...	ROW	3332308 · Supplies & Materials 32	(8.88)
			CARPINTERIA VALL...	ROW	3332308 · Supplies & Materials 32	(51.84)
			CARPINTERIA VALL...	CITY HALL	1013224 · Interior Maintenance	(72.79)
			CARPINTERIA VALL...	PW SUPPLIES	2531308 · Supplies & Materials 31	(85.34)
			CARPINTERIA VALL...	ROW	3332308 · Supplies & Materials 32	(75.03)
			CARPINTERIA VALL...	ROW	3332308 · Supplies & Materials 32	(50.02)
			CARPINTERIA VALL...	ROW	3332308 · Supplies & Materials 32	(22.54)
			CARPINTERIA VALL...	VETS HALL	4865309 · Misc Operating Expense...	(7.86)
TOTAL						(545.57)
11/17/16	89356	CARPINTERIA VETERINARY HOSPITAL INC	CARPINTERIA VET...		1000101 · Operating Cash 10	
10/12/16	265334		CARPINTERIA VET...	DOG LICENSE	1047213 · Animal Sheltering	(45.00)
10/26/16	266064		CARPINTERIA VET...	DOG LICENSE	1047213 · Animal Sheltering	(40.00)
TOTAL						(85.00)
11/17/16	89357	CENTRAL COAST IMAGING SOLUTIONS	CENTRAL COAST I...		1000101 · Operating Cash 10	

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Date	Num	Name	Source Name	Memo	Account	Paid Amount
11/07/16	AR34243		CENTRAL COAST I...	COPIER SERVICING	1018222 · Equipment Maintenance	(47.88)
11/07/16	AR34242		CENTRAL COAST I...	COPIER SERVICING	1018222 · Equipment Maintenance	(460.10)
TOTAL						(507.98)
11/17/16	89358	COASTAL VIEW NEWS	COASTAL VIEW NE...	49006	1000101 · Operating Cash 10	
10/12/16	49006		COASTAL VIEW NE...	LEGAL NOTICES	1011303 · Printing & Advertising 11	(168.00)
TOTAL						(168.00)
11/17/16	89359	DRAKE HAGLAN & ASSOCIATES, INC.	DRAKE HAGLAN & ...	INVOICE #12034-50	1000101 · Operating Cash 10	
11/04/16	12034-50	15016	DRAKE HAGLAN & ...	HBR GRANT	2000261 · Deferred Revenue 20	(3,024.42)
		15016	DRAKE HAGLAN & ...	HBR GRANT	2079614 · FHWA HBR 20	(3,024.43)
		15016	DRAKE HAGLAN & ...	DIF PROGRAM HIGHWAY BRIDGES & INTERCH...	3100232 · DIF Highway Interchange	(391.85)
		15016	DRAKE HAGLAN & ...	DIF PROGRAM HIGHWAY BRIDGES & INTERCH...	3179616 · FHWA HBR 31	(391.85)
TOTAL						(6,832.55)
11/17/16	89360	DUDEK	DUDEK	20166361	1000101 · Operating Cash 10	
11/10/16	20166361		DUDEK	PROJ 1522	1000251 · Development Deposits	(1,200.00)
TOTAL						(1,200.00)
11/17/16	89361	FIRST BANKCARD	FIRST BANKCARD	MATTHEW ROBERTS - 2142	1000101 · Operating Cash 10	
11/17/16	2142		FIRST BANKCARD	INTREPRETIVE SIGN PANELS	2361221 · Miscellaneous Contracts	(1,128.74)
			FIRST BANKCARD	LOT 1 LIGHTING	2923313 · Parking Lot Lighting	(145.68)
TOTAL						(1,274.42)
11/17/16	89362	FRONTIER COMMUNICATIONS	FRONTIER COMMU...		1000101 · Operating Cash 10	
11/07/16	8056847613...		FRONTIER COMMU...	TELEPHONE SERVICE	1013301 · Telephone 13	(131.14)
11/10/16	8055660068...		FRONTIER COMMU...	TELEPHONE SERVICE	1013301 · Telephone 13	(137.75)
TOTAL						(268.89)
11/17/16	89363	IMPULSE INTERNET SERVICES	IMPULSE INTERNE...	842238	1000101 · Operating Cash 10	
11/11/16	842238		IMPULSE INTERNE...	TELEPHONE SERVICE	1013301 · Telephone 13	(2,133.76)
TOTAL						(2,133.76)
11/17/16	89364	LEAGUE OF CA CITIES	LEAGUE OF CA CIT...	56607	1000101 · Operating Cash 10	
09/07/16	56607		LEAGUE OF CA CITI...	WESTERN CITY MAGAZINE	1016303 · Recruitment Advertising	(450.00)
TOTAL						(450.00)

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CITY OF CARPINTERIA

Warrant Register

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Date	Num	Name	Source Name	Memo	Account	Paid Amount
11/17/16	89365	MEZA, ELIZABETH	MEZA, ELIZABETH	VETS HALL REFUND	1000101 · Operating Cash 10	
11/14/16	VETS HALL ...		MEZA, ELIZABETH MEZA, ELIZABETH	SECURITY SERVICES REFUND CLEANING DEPOSIT REFUND	4848352 · VETS HALL RENTALS 1000231 · Veterans Building Depos...	(20.94) (253.81)
TOTAL						(274.75)
11/17/16	89366	PALEMON, VENANCIO *	PALEMON, VENAN...	VETS HALL REFUND	1000101 · Operating Cash 10	
11/09/16	VETS HALL ...		PALEMON, VENAN... PALEMON, VENAN...	CLEANING REFUND SECURITY REFUND	1000231 · Veterans Building Depos... 4848352 · VETS HALL RENTALS	(300.00) (5.50)
TOTAL						(305.50)
11/17/16	89367	PROFESSIONAL WASH CENTER	PROFESSIONAL W...	8686	1000101 · Operating Cash 10	
10/12/16	8686		PROFESSIONAL W...	BANNERS	3845222 · Marketing/Project Carpin...	(25.00)
TOTAL						(25.00)
11/17/16	89368	RADIOSHACK	RADIOSHACK	ACCT: 00000403062193	1000101 · Operating Cash 10	
10/29/16	OCT 2016 S...		RADIOSHACK RADIOSHACK	PW SHOP CITY HALL	1013224 · Interior Maintenance 1013224 · Interior Maintenance	(16.19) (29.12)
TOTAL						(45.31)
11/17/16	89369	ROCKWELL PRINTING	ROCKWELL PRINTI...	28325	1000101 · Operating Cash 10	
11/07/16	28325		ROCKWELL PRINTI...	BUSINESS CARD STOCK	1013308 · Supplies & Materials 13	(2,924.63)
TOTAL						(2,924.63)
11/17/16	89370	SO CA EDISON	SO CA EDISON	2-01-201-6465	1000101 · Operating Cash 10	
11/05/16	2-01-201-6465		SO CA EDISON	STREET LIGHTING	2923220 · Street Lighting	(7,139.54)
TOTAL						(7,139.54)
11/17/16	89371	STAPLES ADVANTAGE	STAPLES ADVANT...		1000101 · Operating Cash 10	
10/22/16	3318809759		STAPLES ADVANT...	PW OFFICE SUPPLIES	2531308 · Supplies & Materials 31	(240.40)
10/22/16	3318809761		STAPLES ADVANT...	OFFICE SUPPLIES	1013308 · Supplies & Materials 13	(569.44)
TOTAL						(809.84)
11/17/16	89372	STATE HUMANE ASSOC OF CA	STATE HUMANE A...	2017 MEMBERSHIP DUES	1000101 · Operating Cash 10	
11/14/16	2017 MEMB...		STATE HUMANE AS...	2017 MEMBERSHIP DUES	1022305 · Dues & Subscriptions 22	(235.00)

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CITY OF CARPINTERIA
Warrant Register
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Date	Num	Name	Source Name	Memo	Account	Paid Amount
TOTAL						(235.00)
11/17/16	89373	TITAN WATER POLO CLUB, INC.	TITAN WATER POL...	WATER POLO FEES	1000101 · Operating Cash 10	
11/16/16	WATER PO...		TITAN WATER POL...	WATER POLO FEES	4868308 · Supplies & Materials 68	(1,450.00)
TOTAL						(1,450.00)
11/17/16	89374	TRUWEST	TRUWEST	INVOICE #179235	1000101 · Operating Cash 10	
10/07/16	179235		TRUWEST	AQUATICS SUPPLIES	4868308 · Supplies & Materials 68	(407.70)
TOTAL						(407.70)
11/17/16	89375	WEST GROUP	WEST GROUP	565-139-500	1000101 · Operating Cash 10	
10/31/16	834983803		WEST GROUP	SUBSCRIPTION PRODUCT CHARGES	1051305 · Dues & Subscriptions 51	(136.66)
TOTAL						(136.66)
11/17/16	89376	WESTERN EXTERMINATOR COMPANY	WESTERN EXTERM...	OCTOBER 2016	1000101 · Operating Cash 10	
10/31/16	OCTOBER 2...		WESTERN EXTERM...	PROJ 4865 MEDICAL CLINIC	1000251 · Development Deposits	(50.50)
TOTAL						(50.50)
11/17/16	89377	BARTEL ASSOCIATES, LLC*	BARTEL ASSOCIAT...	INVOICE 16-811	1000101 · Operating Cash 10	
10/25/16	16-811		BARTEL ASSOCIAT...	GASB 68 REPORTING	1014229 · Annual Audit	(3,000.00)
TOTAL						(3,000.00)
11/17/16	89378	EMERGENCY MEDICAL PRODUCTS INC	EMERGENCY MEDI...	1862691	1000101 · Operating Cash 10	
10/26/16	1862691		EMERGENCY MEDI...	SAFETY PRODUCTS	4866308 · Supplies & Materials 66	(162.49)
TOTAL						(162.49)
11/17/16	89379	JAMES L. REISER III	JAMES L. REISER III	1500	1000101 · Operating Cash 10	
10/25/16	1500		JAMES L. REISER III	SWIM LESSON PROGRAM	4866308 · Supplies & Materials 66	(525.00)
TOTAL						(525.00)
11/17/16	89380	MONTECITO JOURNAL INC	MONTECITO JOUR...	3640	1000101 · Operating Cash 10	
11/10/16	3640		MONTECITO JOUR...	EMPLOYMENT AD	1016303 · Recruitment Advertising	(253.00)
TOTAL						(253.00)

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CITY OF CARPINTERIA

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Date	Num	Name	Source Name	Memo	Account	Paid Amount
11/17/16	89381	MUNICIPAL CODE CORPORATION	MUNICIPAL CODE ...	168165	1000101 · Operating Cash 10	
10/27/16	168165		MUNICIPAL CODE ...	MUNICODE UPDATES	1011221 · Contract Services 11	(1,054.62)
TOTAL						(1,054.62)
11/17/16	89382	NATIONAL DATA & SURVEYING SERVICES,...	NATIONAL DATA & ...	16-8139	1000101 · Operating Cash 10	
10/25/16	16-8139		NATIONAL DATA & ...	PROJ 1522	1000251 · Development Deposits	(750.00)
TOTAL						(750.00)
11/17/16	89383	SAFETY STRIPING SERVICE INC	SAFETY STRIPING ...	CUSTOMER #0302	1000101 · Operating Cash 10	
10/27/16	716338		SAFETY STRIPING ...	LSTP CARP 09	2000261 · Deferred Revenue 20	(3,317.50)
			SAFETY STRIPING ...	LSTP CARP 09	2079275 · Public Work Grants	(3,317.50)
TOTAL						(6,635.00)
11/17/16	89384	SANTA BARBARA COUNTY, SHERIFF'S DEPT	SANTA BARBARA ...		1000101 · Operating Cash 10	
10/24/16	17-081		SANTA BARBARA C...	NOVEMBER CONTRACT SERVICES	1021214 · SB County Sheriff	(281,468.42)
			SANTA BARBARA C...	NOVEMBER CONTRACT SERVICES	1000150 · COPS Grant Receivable	(8,333.33)
			SANTA BARBARA C...	NOVEMBER CONTRACT SERVICES	1121214 · SB County Sheriff 11	(1,303.25)
10/25/16	17-092		SANTA BARBARA C...	2016 AVOCADO FESTIVAL PATROL	1021215 · Sheriff's Overtime	(10,885.61)
10/26/16	17-096		SANTA BARBARA C...	SHERIFF OVERTIME	1021215 · Sheriff's Overtime	(832.34)
10/26/16	17-095		SANTA BARBARA C...	SHERIFF OVERTIME	1021215 · Sheriff's Overtime	(616.46)
11/03/16	17-129		SANTA BARBARA C...	SHERIFF OVERTIME	1021215 · Sheriff's Overtime	(784.61)
TOTAL						(304,224.02)
11/17/16	89385	VAN ATTA ASSOCIATES INC	VAN ATTA ASSOCI...	5722	1000101 · Operating Cash 10	
10/24/16	5722		VAN ATTA ASSOCI...	CARP & LINDEN	1030221 · Contract Services 30	(401.25)
TOTAL						(401.25)
11/18/16	89386	PETTY CASH	PETTY CASH	PETTY CASH	1000101 · Operating Cash 10	
11/18/16	PETTY CASH		PETTY CASH	PETTY CASH	1013308 · Supplies & Materials 13	(21.16)
			PETTY CASH	PETTY CASH	2862308 · Supplies & Materials 62	(25.00)
			PETTY CASH	PETTY CASH	4862308 · Supplies & Materials 62	(40.00)
TOTAL						(86.16)

TOTAL \$467,325.02



City of Carpinteria

COUNCIL AGENDA STAFF REPORT November 28, 2016

ITEM FOR COUNCIL CONSIDERATION

Contracts Executed by the City Manager on behalf of the City for the Period of October 16, 2016 through November 18, 2016

STAFF RECOMMENDATION

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

Receive and file Report of Contracts Executed by the City Manager for the period of October 16, 2016 through November 18, 2016.

Motion: I move to receive and file the Report of Contracts Executed by the City Manager for the period of October 16, 2016 through November 18, 2016.

DISCUSSION

The City Manager is delegated authority by the Carpinteria Municipal Code (CMC), §2.08.150B, to execute contracts on behalf of the City in the amount of \$30,000 or less. Pursuant to CMC §2.08.150C, a list of all contracts executed by the City Manager is provided for City Council information and appended to this Staff Report as Attachment A. Attachment A lists all contracts entered into on behalf of the City for goods, construction and services for the period of October 16, 2016 through November 18, 2016.

FINANCIAL CONSIDERATIONS

All contracts entered into are within the appropriated budgeted amounts.

ATTACHMENTS

- A. Report of Contracts Executed by the City Manager

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

Reviewed by: Dave Durflinger, City Manager



Signature



Signature

ATTACHMENT A

Report of Contracts Executed by the City Manager Period of October 16, 2016 through November 18, 2016

VENDOR	PURPOSE	AMOUNT
BSN CONSTRUCTION INC.	EL CARRO LANE CONCRETE REPAIRS	\$20,100
BARTEL & ASSOCIATES	OPEB ACTUARIAL VALUATION FEE ESTIMATE AND DATA REQUEST	NOT TO EXCEED \$19,000
VIC MORAGA	FIRST FRIDAY ENTERTAINER EVENT FEBRUARY 3, 2016	\$200
BOB TRAUTZ LAND DEVELOPMENT	INSTALL POLE LIGHTS ON FIFTH STREET	\$9,000
CARAWAN ARCHITECTURE	ARCHITECT SERVICES RELATED TO CITY HALL COUNCIL CHAMBER BATHROOMS	NOT TO EXCEED \$6,500



City of Carpinteria

COUNCIL AGENDA STAFF REPORT November 28, 2016

ITEM FOR COUNCIL CONSIDERATION

Award a construction contract to Skinner Pool Plastering, Inc. to re-plaster the Carpinteria Community Pool.

STAFF RECOMMENDATION

Action Item X ; Non-Action Item ____

Authorize the City Manager to execute a contract with Skinner Pool Plastering Inc. to re-plaster the Carpinteria Community Pool.

Motion: I move to authorize the City Manager to execute a contract with a not to exceed amount of \$44,875.00 with Skinner Pool Plastering Inc. to re-plaster the Carpinteria Community Pool.

BACKGROUND

Re-plastering a pool is a maintenance procedure that is expected to be needed approximately every ten years. The Carpinteria Community Pool was first open to the public in June 1989. The pool was re-plastered for the first time in December 2006. The current condition of the Community Pool's plaster coat indicates that a re-plaster is needed. This is evident in that many areas have eroded to a very thin condition and in high wear areas, the plaster is worn through.

Plaster is the waterproofing layer that is important to the integrity of an in-ground pool structure. Plaster should be smooth. With time, water chemistry and wear and tear can create pits and pocks in the plaster surface. Commonly called "etching", plaster with pitting is rough to the skin, can snag swimsuits, is difficult to keep clean and provides algae a surface conducive to its growth.

DISCUSSION

Skinner Swim Pool Plastering is a licensed and registered swimming pool contractor in California holding a C-53 swimming pool license.

Pursuant to California Health and Safety Code §116040 operating or maintaining a public swimming pool must be done in a sanitary, healthful and safe manner. A worn out plaster surface adds to the difficulty in maintaining a clean pool, may decrease the pool shell life, and can cause discomfort to pool users.

The December closure period has been selected as the best time to re-plaster the pool in part because it will not interfere with high school aquatic programming.

Should the project move ahead, the proposed schedule is to close the pool after regular hours on December 10th and reopen to the public on January 4th, 2017. Skinner Pool Plastering, Inc. has agreed to perform the re-plastering well within these time frames.

FINANCIAL CONSIDERATIONS

Skinner Pool Plastering, Inc. has quoted a not to exceed price of \$44,875.00 to complete the work. This project was anticipated as part of the City's Adopted Budget. An appropriation of \$75,000 has been made in account number 10-79-61-1. The installation of a solar system on the pool building is also envisioned that will require the balance of the appropriation.

LEGAL

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

OPTIONS

The City Council could defer this maintenance for another year, however the condition of the plaster indicates it should be done as scheduled to meet health and safety objectives.

PRINCIPAL PARTIES EXPECTED AT MEETING

None

ATTACHMENTS

Proposed Contract

Staff contact: Matthew Roberts, Parks and Recreation Director



Signature

Reviewed by: Dave Durflinger, City Manager



Signature

AGREEMENT FOR CONSTRUCTION CONTRACTOR SERVICES

COMMUNITY POOL REPLASTER

THIS AGREEMENT FOR CONSTRUCTION CONTRACTOR SERVICES (“**Agreement**”) is made and effective as of the 1st day of December 2016 by and between the City of Carpinteria, a municipal corporation (“**City**”), and Skinner Swim Pool Plastering, 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 City Manager or his/her designee.

- 2.2 **Completion of Work.** Work shall be completed within 30 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 Parks and Recreation 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 Parks and Recreation Director shall represent the City in all matters relating to the administration of this Agreement. The Parks and Recreation 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-four thousand eight hundred and seventy-five dollars (\$44,875.00) 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 **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 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 Durlinger, City Manager
City of Carpinteria
5775 Carpinteria Avenue
Carpinteria, CA 93013-2698
P 805 680-8066
F: (805) 684-5304

To Contractor:
Attn: Kyle Skinner
Skinner Swim Pool Plastering, Inc.
8761 Amigo Avenue
93101 Northridge, CA 91324
P (800) 585-1900
P (818) 885-5753

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: _____
Skinner Swim Pool Plastering, Inc.

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



D.B.A. Singing S. Pool Plastering Co.

8761 AMIGO AVENUE • NORTHRIDGE, CA 91324

TELEPHONE (818) 885-5753 • (800) 585-1900 • FAX (818) 885-5019

skinnerpools.com

PROPOSAL and CONTRACT

To City of Carpinteria-Community Pool Home Telephone _____
5305 Carpinteria Ave. Cell Telephone 805-566 2417-Tamara
Carpinteria, Ca.93013 Email tamarac@ci.carpinteria.ca.us
Date Proposed 11/11/16 Estimate Expires 11/28/16

We propose to furnish all material and perform all labor necessary to complete the following. Jobs put on a hold at owner's request, are subject to a price increase.

Drain pool, prepare surface and replaster, in White \$43,875.00, w/15 yr. guarantee

Health Dept. plans, permit & handling \$1,000.00

Price includes new main drain covers

**This bid is based on a 328' perimeter pool that does not appear to have unsound plaster. see #15 backside
OPTIONS NOT INCLUDED BELOW:**

Upgrade to White ColorQuartz finish, w/25 yr. guarantee, add \$6,248.00

Start up maintenance not included in price. Instruction sheets will be issued at start of job. Contracts cancelled after the 3 day grace period but before work begins, will be charged a 10% handling fee. - Work to commence within 30 working days of acceptance and to be completed approximately 30 working days thereafter, weather permitting (wind, rain, fires, etc.). The following constitutes commencement of work pursuant to this Proposal and

Contract. waterblast All of the above work to be completed in a substantial and workmanlike manner according to standard practices for the sum of: \$44,875.00 dollars. Payments to be made as follows: \$1,000.00 at acceptance;
\$1,000.00 permit fee at signing; \$20,000.00 at prep/tile cut; \$20,000.00 at waterblast & \$2,875.00 at plaster

Any deviation from the above specifications involving extra charges must be made in writing. Additional agreements between parties must be signed by both parties and attached to the contract. Price does not include any applicable permits unless otherwise specified. Non payment voids all guarantees written or implied.

OWNER'S NOTICES:

FAILURE BY CONTRACTOR WITHOUT LAWFUL EXCUSE TO SUBSTANTIALLY COMMENCE WORK WITHIN (20) DAYS FROM THE APPROXIMATE DATE SPECIFIED IN THIS PROPOSAL AND CONTRACT WHEN WORK WILL BEGIN IS A VIOLATION OF THE CONTRACTORS LICENSE LAW.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR OF THE BOARD WHOSE ADDRESS IS: Contractors State License Board, 9821 Business Park Drive, P.O. Box 2600, Sacramento, CA 95826. You have the right to require Contractor to have a performance and payment bond.

NOTICE TO OWNER

Under the California Mechanics Lien Law any contractor, subcontractor, supplier or other person who helps to improve your property, but is not paid for his/her work or supplier, has a right to enforce a claim against your property. This means that after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your contractor in full if the subcontractors, laborers, or suppliers remain unpaid.

To preserve their right to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are required to provide you with a document entitled "preliminary notice". Original (or prime) contractors and laborers for wages do not have to provide this notice. A Preliminary Notice is not a lien against your property. Its purpose is to notify you of persons who may have a right to file a lien against your property if they are not paid. (Generally, the maximum time allowed for filing a claim or lien against your property is ninety (90) days after completion of your project).

TO INSURE EXTRA PROTECTION FOR YOURSELF AND YOUR PROPERTY,

YOU MAY WISH TO TAKE ONE OR MORE OF THE FOLLOWING STEPS:

1. Require that your contractor supply you with a payment and performance bond (not a license bond), which provides that the bonding company will either complete the project or pay damages up to the amount of the bond. This payment and performance bond as well as a copy of the construction contract should be filed with the county recorder for your further protection.
2. Require that payments be made directly to subcontractors and material suppliers through a joint control. Any joint control agreement should include the addendum approved by the registrar of Contractors.
3. Issue joint checks for payment, made out to both your contractor and subcontractors or material suppliers involved in the project. This will help to ensure that all persons due payment are actually paid.
4. After making payment on any completed phase of the project, and before making any further payments, require your contractor to provide you with unconditional lien releases signed by each material supplier, subcontractor and laborer involved in that portion of the work for which payment was made. On projects involving improvements to a single family residence or a duplex owned by individuals, the persons signing these releases lose the right to file a claim against your property. In other types of construction this protection may still be important, but may not be complete. TO PROTECT YOURSELF UNDER THIS OPTION YOU MUST BE CERTAIN THAT ALL MATERIAL SUPPLIERS, SUBCONTRACTORS OR LABORERS HAVE SIGNED.

You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See reverse side notice of cancellation form for an explanation of this right. I have read and agree to both sides of this agreement.

ACCEPTED:

RESPECTFULLY SUBMITTED,

Kyle Skinner

ACCEPTANCE DATE: _____

KYLE SKINNER • SKINNER SWIM POOL PLASTERING, INC. • D.B.A. SINGING S. POOL PLASTERING CO.

TERMS AND CONDITIONS

WE GUARANTEE OUR WORKMANSHIP AND MATERIALS. Our replaster will not delaminate from substrate for FIFTEEN years. Color Quartz for TWENTY FIVE years. Exposed pebble for TWENTY FIVE years. Our coping and/or tile* will not separate, delaminate or crack, guaranteed TEN years, if correct expansion is installed between coping and surrounding deck (unless acted on by external force, acts of others or acts of nature). Our plumbing guaranteed leak free for 3 years. Skinner Swim Pool Plastering, Inc. (hereafter referred to as contractor) will repair at no extra charge for materials or labor to the original owner. Shade variations are inherent in all hand troweled cement finishes. These shade differences are the result of variations in the color of aggregate, which is mined from the earth. Our guarantee does not cover structural cracks or surface checking which is normal in all Portland cements or discoloration after the pool is filled. GUARANTEE does not include spot etching, surface spalling, scaling, or loss of pebble, * Exception: Glass tile and tile on pool with cantilever decks - 1 year guarantee.

1. Contractor shall not perform his work under unfavorable weather conditions that in his opinion may adversely affect such work, except upon express instructions from owner, at which time owner assumes responsibility for such adverse effects.
2. Contractor shall not be liable for any damages to the project resulting from rain, flood, fires, earthquake, swelling of ground, hydrostatic pressure, or other acts of the elements, acts of other persons, government controls, acts of God, and non-issuance of permits. Contractor does not assume liability for any work performed by others. Any repairs will be done for an additional charge.
3. Owner acknowledges and represents that his property meets all existing building codes, and holds contractor harmless for any loss or damage incurred by all persons for owner's failure to comply with all existing building codes. Any required permits are to be obtained by owner, unless stated otherwise in contract.
4. On pools with turbo type cleaning systems, cleaning heads must be removed during the replaster process. Often these heads are frozen and brittle, making removal impossible without destroying them. Replacement of these heads will be at owners expense.
5. Should it become necessary for contractor to cut pool decking or excavate/trench, contractor is not responsible for damage to existing plumbing including skimmer or electrical placed under ground. Repairs will be made at an additional charge.
6. If light is being replaced, contractor is not responsible for swollen light cords stuck in light conduit or for existing problems in light conduit or junction box. If light conduit or junction box need replacement, installation will be at an additional charge. Contractor is not responsible for damage to existing light, or damage from turn on due to negligence, timer or photocell when pool is empty. Replacement will be at an additional charge.
7. Contractor is not responsible for wire mesh or steel in existing deck. If metal reinforcement is in deck, there will be an additional charge for demolition.
8. Contractor is not responsible for structural problems (structural crack or rust spot) if tile or plaster is installed over a structural crack or rust spot. There is no guarantee against cracking, separating or rust reappearing; even if structural or rust repair is performed.
9. If color plaster is applied, contractor is neither responsible nor liable for color variation, alkaline film, scaling, crazing, spotting, pigment streaks, spot etching, splotching, footprints, etc. or calcium adhering to crazing (checking). Color variation is inherent in all color pool plastering. Color may not match sample. We make no guarantee regarding coloration of cement (plaster).
10. Contractor is not responsible for earth movement (shifting, swelling, settling, etc.,). If concrete is installed, contractor is not liable for shifting or cracking due to earth movement. Contractor does not guarantee uniformity of color or finish of concrete. If concrete is patched, patch will not match existing concrete. Contractor does not guarantee against cracking of concrete.
11. Owner agrees to pay the amount stated in said proposal for materials and labor performed. Should suit be commenced to enforce payment of this contract, owner agrees to pay all court costs and attorney fees in said suit.
12. This document, including the terms and conditions provided contains the entire agreement of the parties. If any provisions of this document is declared invalid by any court of law, such invalidity shall effect only such provisions and the remainder thereof shall remain in full force and effect. Further this agreement shall be deemed entered into within the State of California.
13. Contractor is not responsible for tile damaged in preparation for replaster. However, if tile is damaged, Contractor will make every effort to match existing tile but cannot guarantee exact match. Contractor is not responsible for condition of existing plaster if pool is getting tile or coping only (no replaster).
14. Contractor is not responsible for damages (cracks, stains, etc.) to driveway, walkway, etc. Curb release in effect.
15. It is sometimes impossible for the estimator to discern whether or not a pool has unsound plaster, or has been previously replastered or retiled and/or how many times a pool has been replastered or retiled. If extra labor & material is required, it will be at an additional charge.
16. If an exposed pebble surface is applied, contractor is not responsible for color variation of the pebble or the grout. Owner is advised that exposed pebble surfaces are by their very nature rough and uneven. These issues should be considered when choosing your pool surface especially if your pool will be used for heavy activity. We cannot save or re-drill Spa air bars with Exposed Pebble Surface.

CUT ALONG DOTTED LINE

NOTICE OF CANCELLATION

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN 10 DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.

IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE, OR YOU MAY, IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK.

IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND SELLER DOES NOT PICK THEM UP WITHIN 20 DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREE TO RETURN THE GOODS TO THE SELLER AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THIS CONTRACT.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE, OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM TO KYLE SKINNER, 8761 AMIGO AVENUE, NORTHRIDGE, CA 91324.

I hereby cancel this transaction

Signed _____

Dated _____

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 2010-0413. 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:



CERTIFICATE OF LIABILITY INSURANCE

SKINSWI-01

RBAKUS

DATE (MM/DD/YYYY)

11/1/2016

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

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

PRODUCER License # 0757776
Santa Barbara, CA - HUB International Insurance Services Inc.
P O Box 3310
Santa Barbara, CA 93130-3310

CONTACT NAME: Rebecca Bakus
PHONE (A/C, No, Ext): (707) 226-7039 FAX (A/C, No): (707) 226-7638
E-MAIL ADDRESS: rebecca.bakus@hubinternational.com

INSURED

Skinner Swim Pool Plastering, Inc.
dba Singing S Pool Plastering Co
8761 Amigo Avenue
Northridge, CA 91324

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : HDI Global Insurance Company	41343
INSURER B : State Compensation Insurance Fund of California	35076
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X X	GK20X000364 01 00 CA	05/01/2016	05/01/2017	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 - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS ☒ HIRED AUTOS ☒ SCHEDULED AUTOS NON-OWNED AUTOS		GK20X000364 01 00 CA	05/01/2016	05/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	91652012016	08/28/2016	08/01/2017	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Re: All operations at 5305 Carpinteria Ave., Carpinteria, CA (Community Pool)

City of Carpinteria, its officials, employees, volunteers and agents are named as additional insureds under the general liability as described in the attached forms.

CERTIFICATE HOLDER

CANCELLATION

City of Carpinteria
5775 Carpinteria Ave.
Carpinteria, CA

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

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

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)	Location(s) Of Covered Operations
Blanket as required by written contract and effective during the policy period as stated on the policy declarations.	Primary Insurance applies: It is agreed that such insurance as is afforded by this policy for the benefit of the additional insured shown shall be primary insurance, and any other insurance maintained by the additional insured(s) shall be excess and noncontributory as respects any claim, loss or liability allegedly arising out of the operations of the named insured or its subcontractors, provided however that this insurance will not apply to any claim loss or liability which is determined to be solely the result of the additional insured's negligence or solely the additional insured's responsibility.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Blanket as required by written contract and effective during the policy period as stated on the policy declarations.	Primary Insurance applies: It is agreed that such insurance as is afforded by this policy for the benefit of the additional insured shown shall be primary insurance, and any other insurance maintained by the additional insured(s) shall be excess and noncontributory as respects any claim, loss or liability allegedly arising out of the operations of the named insured or its subcontractors, provided however that this insurance will not apply to any claim loss or liability which is determined to be solely the result of the additional insured's negligence or solely the additional insured's responsibility. This insurance also does not apply to any structure intended to be occupied as a private residence, not including apartments.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

**Blanket as required by written contract
and effective during the policy period as stated on the policy declarations.**

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

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Contractor's License Detail for License # 176985

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Business Information

SKINNER SWIM POOL PLASTERING INC
dba SINGING S POOL PLASTERING CO

8761 AMIGO AVE
NORTHRIDGE, CA 91324
Business Phone Number:(818) 885-5753

Entity Corporation
Issue Date 07/22/1958
Expire Date **09/30/2018**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C53 - SWIMMING POOL

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with WESCO INSURANCE COMPANY.

Bond Number: 04WB038576

Bond Amount: \$15,000

Effective Date: 01/01/2016

Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual KYLE KRISTOPHER SKINNER certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 12/11/2013

Workers' Compensation

This license has workers compensation insurance with the STATE COMPENSATION INSURANCE FUND

Policy Number: 9165201

Effective Date: 08/28/2016

Expire Date: 08/01/2017

Workers' Compensation History


[Press Room](#) | [Contact DIR](#) | [CA.gov](#)
[Go to Search](#)
[Home](#) [Labor Law](#) [Cal/OSHA - Safety & Health](#) [Workers' Comp](#) [Self Insurance](#) [Apprenticeship](#) [Director's Office](#) [Boards](#)
[Public Works](#)

Public Works Contractor (PWC) Registration Search

This is a listing of current and active PWC registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720 of the California Labor Code.)

Enter at least one search criteria to display active registered public works contractor(s) matching your selections.

Registration Year:

PWC Registration Number:

Contractor Legal Name: [Contractor License Lookup](#)

License Number:

County:

 Export as: [Excel](#) | [PDF](#)

Search Results

One registered contractor found. 1

Details	Legal Name	Registration Number	County	City	Registration Date	Expiration Date
View	SKINNER SWIM POOL PLASTERING INC	1000044041	LOS ANGELES	NORTHRIDGE	10/27/2016	06/30/2017

v2.20160101

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CITY of CARPINTERIA

5775 Carpinteria Avenue • Carpinteria, CA 93013
(805) 684-5405

BUSINESS LICENSE TAX CERTIFICATE

This certifies that the person, firm or corporation named below has paid the required business license tax to transact the business herein set forth, for the period stated, in conformity with the provisions of Chapter 5.04 of the Carpinteria Municipal Code. This City License is issued without verification that the license is subject to or exempted from licensing by the state or any other license or permit required by law.

NOT TRANSFERABLE
PLEASE POST IN A
CONSPICUOUS PLACE

EXPIRES
06/30/17

LICENSE NO. 20170763

Mailing Address:

SKINNER SWIM POOL PLASTERING INC
BRYAN SKINNER
8761 AMIGO AVENUE
NORTHRIDGE CA 91324

Business Location:

8761 AMIGO AVENUE
NORTHRIDGE CA 91324

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

Name (as shown on your income tax return)
Skinner Swim Pool Plastering, Inc.
Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
Individual/sole proprietor ☐ ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)

Address (number, street, and apt. or suite no.)
8761 Amigo Ave.
City, state, and ZIP code
Northridge, Ca. 91324
List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

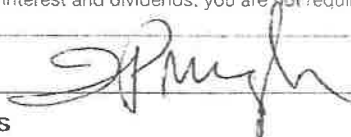
Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
Employer identification number
95-1946045

Part II Certification
Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 **does not apply**. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here
Signature of U.S. person ▶ 
Date ▶ **11/1/16**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



City of Carpinteria

COUNCIL AGENDA STAFF REPORT November 28, 2016

ITEM FOR COUNCIL CONSIDERATION

Law Enforcement report in response to citizen concerns about criminal activity in the area of Santa Monica Road and Via Real.

STAFF RECOMMENDATION

Action Item ☐; Non-Action Item ☒

Receive the report and direct staff as determined appropriate.

BACKGROUND

At its regular meeting of September 26, 2016, the City Council received testimony during the public comment period from citizens that were concerned about criminal activity in the Santa Monica neighborhood. Testimony included statements about the belief that responsible agencies were driving parolees to Carpinteria and dropping them off at or near the intersection of Santa Monica and Via Real and that parolees were being housed at motels in the same area and that illegal drug activities occurred routinely at these motels. A resident also testified about an incident involving a law enforcement pursuit where the suspect jumped a fence and ran through the yard of her residence.

The residents expressed concern that such activity negatively impacts public safety, property values, and the local economy, which relies heavily on tourism.

The City Council requested that the Sheriff's Office look into the matter and provide a report.

DISCUSSION

The Sheriff's Office has investigated the rumor that parolees have been dropped off in Carpinteria and that parolees have been encouraged to stay at local motels, e.g., provided vouchers. Also, the Sheriff's Office has researched crime statistics in the

Santa Monica/Via Real commercial district and adjacent residential neighborhood. Lt. Mike Perkins will be providing an oral report at the meeting on the Sheriff's Office findings and will also make recommendations for how residence can best protect themselves from being victims of crime.

Staff contact: Dave Durflinger, City Manager
(805) 755-4400, daved@ci.carpinteria.ca.us



Signature



City of Carpinteria

COUNCIL AGENDA STAFF REPORT November 28, 2016

ITEM FOR COUNCIL CONSIDERATION

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

STAFF RECOMMENDATION

Action Item X ; Non-Action Item

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

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

BACKGROUND

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

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

The following table illustrates the number of replacement requests received and the number of replaced trees over the past four years:

Year	# of Replacement Requests Received	# of Approved Replacements	# of Plantings
2016	17	9 trees recommended	--
2015	21	12 trees	5
2014	16	10 trees	8
2013	10	5 trees	3

When selecting replacement species and locations, the City takes into consideration the width of the planting space, presence of overhead and underground utilities, and other pertinent field information. When replacement in the exact location is unsuitable, a nearby location is selected for the replacement tree. Due to the current drought conditions, the City has cut back on replacing trees but will continue to fill vacancies when conditions improve.

Attachment B illustrates the number of tree plantings by street between 2013 and 2016. The City has planted in the street right-of-way only, 175 trees over the past four years.

DISCUSSION

On October 22, 2016 the TAB visited each of the following tree sites as noted on the following table. Photos of each tree are provided in Attachment A of this report. The table also documents the TAB recommendations made at its November 3, 2016 meeting addressing each property owner's request. The approved pallet of replacement trees is listed and available for review in the City's approved Street Tree Management Plan (STMP). The scheduling of tree replacements is based on having new trees available for planting, and/or the availability of construction crews to perform necessary repairs to curb, gutter, and sidewalk as may be needed. From 2013-2016, the City planted 175 trees throughout the City as shown in Attachment B.

The City's practice has been to provide replacement trees based on the adjacent property owner's preference from the approved tree species list for that roadway in the STMP, when possible, if a tree in front of their property is determined to be unhealthy, hazardous, or undesirable in accordance with CMC Chapter 12.28.210(A)(1-10). When trees are planted, the City conducts knock and talks and/or places a Tree Planting Notice (Attachment C) on the adjacent property owner's door with information on how to properly care for and maintain the new tree.

Street Tree Locations	TAB/Staff Recommendations
5401 8 th Street (American Sweet Gum)	<u>TAB recommendation:</u> Tree be removed and replaced. <u>Basis for recommendation:</u> Tree is diseased/dying and has caused damage to the public street/right-of-way. <u>Additional Staff comments:</u> Replacement selection will be based on a review of the trees in the area, planting space and other field information. Property owner's preference will also be taken into consideration. STMP designated replacement species: • Quercus Agrifolia (Coast Live Oak) • Jacaranda Mimosifolia • Koelreuteria Bipinnata (Chinese Flame)
690 Maple Avenue (Queen Palm)	<u>TAB recommendation:</u> Tree be removed and replaced. <u>Basis for recommendation:</u> Otherwise healthy but a proven nuisance due to continuous drop of fronds on private property. <u>Additional Staff comments:</u> Replacement selection will be based on a review of the trees in the area, planting space and other field information. Property owner's preference will also be taken into consideration. STMP designated replacement species: • Chitalpa Tashkentensis • Jacaranda Mimosifolia • Koelreuteria Paniculata (Goldenrain)
4696 7 th Street (Italian Stone Pine)	<u>TAB recommendation:</u> Trees be removed and replaced. <u>Basis for recommendation:</u> Extensive damage to public street/right-of-way and storm drain. <u>Additional Staff comments:</u> Tree was classified as a moderate to high risk tree in the Stone Pine Assessment & Management Plan prepared by Consulting Arborist, Bill Spiewak on November 13, 2015. Replacement selection will be based on a review of the trees in the area, planting space and other field information. Property

	owner's preference will also be taken into consideration. STMP designated replacement species: • Tristania Laurina (Water Gum) • Koelreuteria Paniculata (Goldenrain) • Magnolia Grandiflora 'Little Gem'
850 Linden Avenue (Tipuana)	<u>TAB recommendation:</u> Tree be removed and replaced. <u>Basis for recommendation:</u> Tree has caused extensive damage to the public street/right-of-way. <u>Additional Staff comments:</u> Replacement selection will be based on a review of the trees in the area, planting space and other field information. STMP designated replacement species: • Ginkgo Biloba 'Fairmont' • Livistona Palm
892 Linden Avenue (tree located on Wullbrandt Way) (Tipuana)	<u>TAB recommendation:</u> Tree be retained. <u>Basis for recommendation:</u> Tree is healthy and not causing damage to the public street/right-of-way. <u>Additional Staff comments:</u> None.
4916 Carpinteria Avenue (Windmill Palm)	<u>TAB recommendation:</u> Tree be retained. <u>Basis for recommendation:</u> Tree is healthy and not causing damage to the public street/right-of-way. <u>Additional Staff comments:</u> None.
1385 Linden Avenue (Fern Pine)	<u>TAB recommendation:</u> Tree be retained. <u>Basis for recommendation:</u> Tree is healthy and causing minimal damage to the public street/right-of-way. <u>Additional Staff comments:</u> None.

1360 Limu Drive (Carob)	<u>TAB recommendation:</u> Tree be removed and replaced. <u>Basis for recommendation:</u> Tree is diseased/dying and has caused damage to the public street/right-of-way. In close proximity to utilities. <u>Additional Staff comments:</u> Replacement selection will be based on a review of the trees in the area, planting space and other field information. Property owner's preference will also be taken into consideration. STMP designated replacement species: • Pyrus Kawakamii (Evergreen Pear) • Cercis Canadensis 'Forest Pansy' (Eastern Red Bud) • Olea Europaea 'Swan Hill' (Olive)
1422 Limu Drive (Carob)	<u>TAB recommendation:</u> Tree be retained. <u>Basis for recommendation:</u> Tree is fairly healthy and causing minimal damage to the public right-of-way. <u>Additional Staff comments:</u> None.
4690 Aragon Drive (Carolina Laurel Cherry)	<u>TAB recommendation:</u> Tree be removed and replaced. <u>Basis for recommendation:</u> Tree is diseased/dying. <u>Additional Staff comments:</u> Replacement selection will be based on a review of the trees in the area, planting space and other field information. Property owner's preference will also be taken into consideration. STMP designated replacement species: • Pyrus Calleryana (Redspire) • Chitalpa Tashkentensis • Ligustrum Lucidum (Glossy Privet)
4596 El Carro Lane (trees located on Eucalyptus Street) <i>*2 trees at this location</i> (Southern Magnolia)	<u>TAB recommendation:</u> Trees be retained. <u>Basis for recommendation:</u> Trees can be retained, but pest management measures should be integrated to treat insect infestation. <u>Additional Staff comments:</u>

	None.
1476 Andrea Street (Glossy Privet)	<u>TAB recommendation:</u> Tree be retained <u>Basis for recommendation:</u> Tree is causing minimal damage to the public street/right-of-way. <u>Additional Staff comments:</u> None.
1347 Camino Trillado (London Plane)	<u>TAB recommendation:</u> Tree be removed and replaced. <u>Basis for recommendation:</u> Tree is diseased/dying. <u>Additional Staff comments:</u> Replacement selection will be based on a review of the trees in the area, planting space and other field information. Property owner's preference will also be taken into consideration. STMP designated replacement species: • Platanus Acerifolia 'Yarwood' (London Plane) • Quercus Tomentella (Island Oak) • Gingko Biloba 'Saratoga'
5481 Granada Way (Carrotwood)	<u>TAB recommendation:</u> Tree be retained. <u>Basis for recommendation:</u> Tree is healthy and causing minimal damage to the public street/right-of-way. <u>Additional Staff comments:</u> None.
5384 Ogan Road (Carrotwood)	<u>TAB recommendation:</u> Tree be removed and replaced. <u>Basis for recommendation:</u> Tree has health and structural issues. Continual damage to public street/right-of-way. <u>Additional Staff comments:</u> Replacement selection will be based on a review of the trees in the area, planting space and other field information. Property owner's preference will also be taken into consideration. STMP designated replacement species:

	• Quercus Tomentella (Island Oak) • Olea Europaea 'Swan Hill' (Olive) • Tristania Laurina (Water Gum)
5522 Cameo Road (Weeping Bottlebrush)	<u>TAB recommendation:</u> Tree be removed and replaced. <u>Basis for recommendation:</u> Tree has severe structural damage. <u>Additional Staff comments:</u> Replacement selection will be based on a review of the trees in the area, planting space and other field information. Property owner's preference will also be taken into consideration. STMP designated replacement species: • Callistemon Viminalis (Weeping Bottle Brush) • Tabebuia Impetiginosa (Pink Trumpet Tree) • Sophora Japonica (Japanese Pagoda Tree)

Other Public Tree Locations	TAB/Staff Recommendations
Parking Lot 2 (Cactus Lane) <i>*11 trees at this location</i> (Tipuana)	<u>TAB recommendation:</u> The trees be removed and replaced. Phase removal over the course of several years (1/3 each year) until all trees are removed or as funding becomes available. <u>Basis for recommendation:</u> Trees are causing extensive damage to the public right-of-way. Removal of the trees is recommended at this time to prevent further infrastructure damage and assist with interim repairs to improve safety at this location. <u>Additional Staff comments:</u> Staff recommends holding off on the replacement of trees until repairs to the parking lot are completed. STMP designated replacement species: • STMP does not include replacement tree species for City parking lots. • Replacement selection will be based on a review of the trees in the area, planting space and other field information.
Public Works Yard (Eucalyptus) <i>*7 trees at this location</i>	<u>TAB recommendation:</u> Trees be removed and replaced. <u>Basis for recommendation:</u>

	Trees have structural damage and are causing damage to City property. Public Works will be implementing a bioswale detention basin at this location to improve filtration of storm water runoff for the City Hall campus. <u>Additional Staff comments:</u> Staff recommends selecting replacement trees that will function well with the bioswale detention basin. STMP designated replacement species: • STMP does not include replacement tree species for City Hall. • Replacement selection will be based on a review of the trees in the area, planting space and other field information.
--	---

POLICY CONSISTENCY

This item is consistent with Chapter 12.28 of the Carpinteria Municipal Code which establishes rules and regulations relating to the planting, care, maintenance and removal of trees, shrubs and any other plantings in public areas, rights-of-ways and easements.

FINANCIAL CONSIDERATIONS

The City's annual street tree maintenance budget is \$135,000 per year and \$30,000 a year for additional trimming, emergency maintenance, and normal tree replacements. On average, the cost to remove and replace a street tree is approximately \$2,500 per tree site but will vary depending on the size of the tree. Funding for repairs of the adjoining curb, gutter and sidewalk is obtained from Measure A and the Right-of-Way Assessment Fund.

Public Works will be evaluating potential funding sources as they become available for the replacement of trees in Parking Lot #2.

Public Works is currently working on designing a stormwater bioswale detention basin in the Public Works Yard to improve filtration of storm water runoff for the City Hall campus. The project requires space at the west end of the City Hall campus where the trees are located to effectively meet stormwater requirements. Funding for this project will be obtained from several sources including: Development Impact Fees, Measure A and the General Fund.

LEGAL

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

OPTIONS

The City Council could choose to:

1. Support the Tree Advisory Board and staff recommendations for tree replacements.
2. Modify the Tree Advisory Board and staff recommendations by providing direction to staff.

PRINCIPAL PARTIES EXPECTED AT MEETING

No principal parties are expected to attend.

ATTACHMENTS

Attachment A:	Tree Site Photos
Attachment B	Tree Planting Counts by Year and Street
Attachment C	Tree Planting Notice

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


Signature

Reviewed by:
Charles W. Ebeling, Public Works Director


Signature

Reviewed by: Dave Durflinger, City Manager


Signature

ATTACHMENT A

Tree Site Photos

5401 8th Street



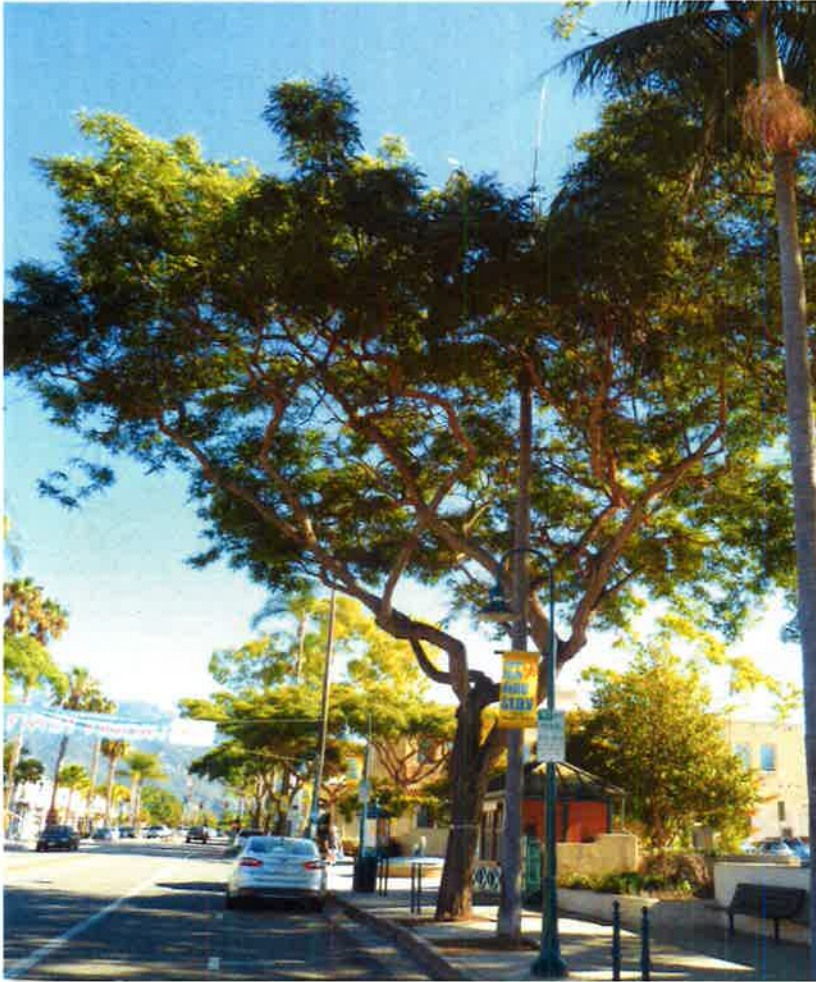
690 Maple Avenue



4696 7th Street



850 Linden Avenue



892 Linden Avenue (tree located on Wullbrandt Way)



4916 Carpinteria Avenue



1385 Linden Avenue



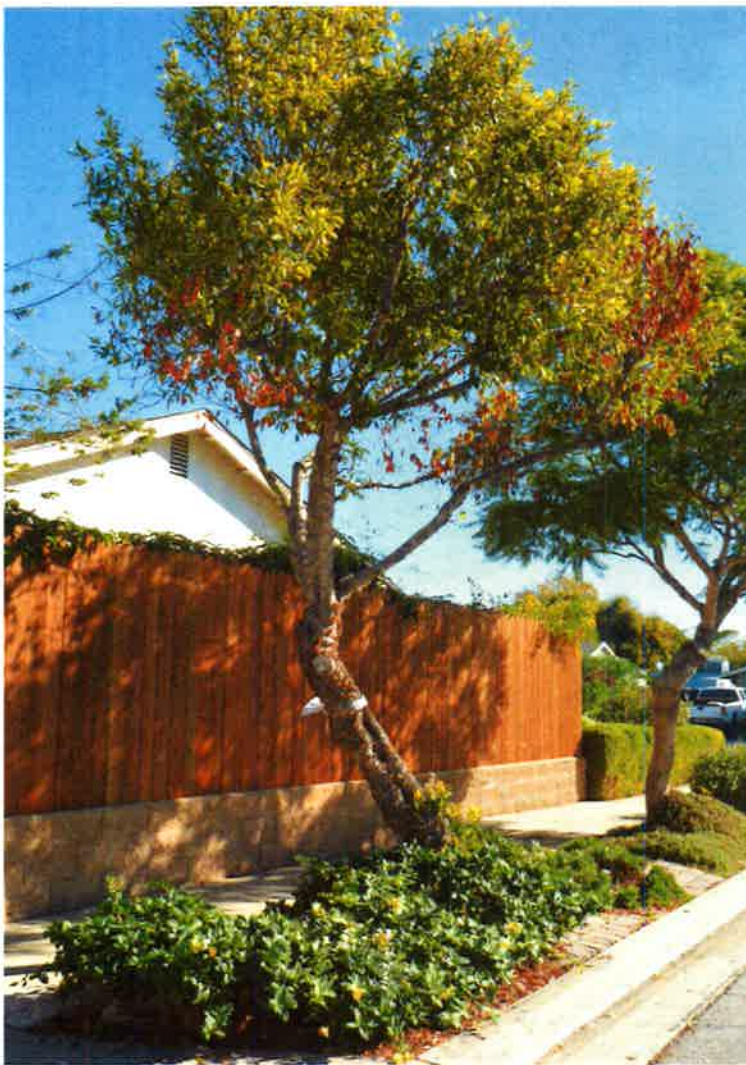
1360 Limu Drive



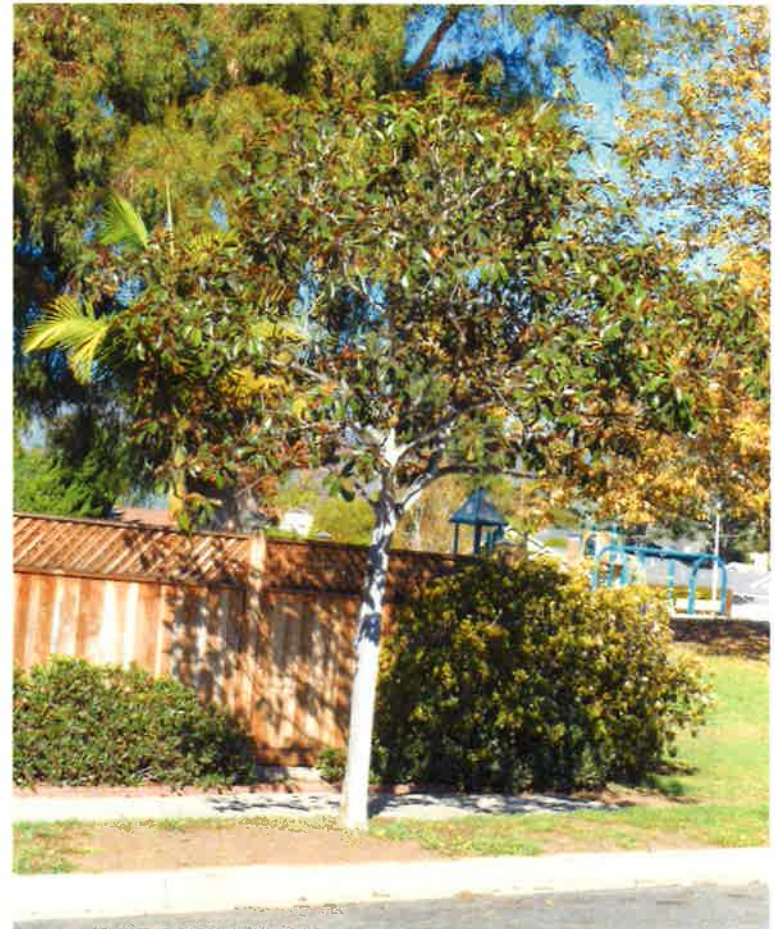
1422 Limu Drive



4690 Aragon Drive



4596 El Carro Lane (trees located on Eucalyptus Street)



1476 Andrea Street



1347 Camino Trillado



5481 Granada Way



5384 Ogan Road



5522 Cameo Road



Parking Lot #2 (Cactus Lane)



Public Works Yard



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ATTACHMENT B

Tree Planting Counts by Year and Street

Tree Planting Counts by Year and Street

2016	
8 th Street	31
Santa Monica Trail	2
El Carro Lane	1
Linden Avenue	3
Malibu Drive	3
Total:	40
2015	
Via Real	2
8 th Street	3
Carpinteria Avenue	2
Ogan Road	2
Camino Trillado	6
La Manida	1
El Carro Lane	1
Eleanor Drive	2
Chaney Street	2
7 th Street	2
Santa Monica Trail	2
Linden Avenue	5
Malibu Drive	8
Linden Avenue	6
Total:	53
2014	
Carpinteria Avenue	7
Walnut Avenue	2
8 th Street	3
Linden Avenue	2
Linhire Drive	2
Limu Drive	2
Ogan Road	4
Camino Trillado	5
El Carro Lane	4
Azalea Drive	2
Anita Street	2
Theresa Street	2
Shemara Street	2
Total:	39
2013	
Santa Monica Trail	30
8 th Street	4
Walnut Avenue	1
7 th Street	2
Linden Avenue	1
El Carro Lane	1
Aragon Drive	1
Parking Lot #3	2
Carpinteria Avenue	1
Total:	43

ATTACHMENT C

Tree Planting Notice



TREE PLANTING NOTICE

In an effort to beautify the City and help the environment, a tree has been planted in your parkway. The tree selected was based on tree performance characteristics such as limb and root structure and general resistance to insects and disease. The planting was completed by West Coast Arborists, the tree care contractor for the City.

The City shall be responsible for all major pruning and any tree surgery that is needed and the control and treatment of insect pests and diseases. However, we ask that you take the responsibility of watering your tree as needed. Here are a few guidelines to follow for proper care and maintenance of your new tree: 1) Do not change the staking; tight staking does not let the tree grow strong. 2) Keep the tree well free of weeds and other plants; they will take nutrients away from the tree. 3) **Fill the tree well with water twice a week; deep watering will promote downward growth of roots and help prevent broken curbs and sidewalk damage.** 4) Keep fertilizer with weed killer at least five to ten feet away from the tree. 5) If a tree needs restaking, please call the City of Carpinteria, Public Works Department at (805) 684-5405.

Your cooperation is greatly appreciated in this effort to make our City a beautiful place to live.



City of Carpinteria

COUNCIL AGENDA STAFF REPORT November 28, 2016

ITEM FOR COUNCIL CONSIDERATION

Pavement Maintenance Project Street Selection Methodology and Authorization of Project No. 15091 – 2017 Pavement Maintenance Project

STAFF RECOMMENDATION

Action Item X ; Non-Action Item

Authorize Project No. 15091 – 2017 Pavement Maintenance Project with street selections recommended in Table 1 (including Group B) of the Staff Report.

Motion: I move to authorize the Project No. 15091 – 2017 Pavement Maintenance Project with street selections listed in Table 1 (including Group B) of the Staff Report.

BACKGROUND

The City of Carpinteria owns and maintains approximately 28 centerline miles of roadway with approximately 5,411,915 square feet of pavement. The roadway pavement alone (not including other infrastructure such as curb, gutter, and sidewalks) represents an asset with a replacement value of approximately \$70,000,000. A well maintained transportation infrastructure is important to the local economy as well as public safety.

Pavement Management Programs (PMPs) are a way of tracking past, present and future pavement conditions and maintenance projects in a database. All states and most local agencies now have some form of a PMP. To best track data and repair work, many agencies now also implement pavement maintenance plans. A maintenance plan ensures that a city, county or state is prioritizing roadway and street repairs to best serve the community with proposed pavement maintenance projects. Typically, these projects consist of pothole repair, crack sealing, overlays and slurry seals and in extreme cases, roadway reconstructions.

Pavement Management Programs consist of performing Visual Condition Ratings (VCRs), non-destructive testing and core sampling on selected street segments. The collected data is then entered into a PMP database that will calculate a Pavement Condition Index (PCI) for each roadway segment and for the entire system.

Since 2010, the City of Carpinteria Department of Public Works has been performing visual and non-destructive testing approximately every two to three years. The information is then input into a proprietary subscription based online database software system called StreetSaver. The software database system not only tracks the condition of the City's pavement but it's also a maintenance and budgeting planning tool. As pavement maintenance projects are completed, the new pavement condition is added to the database and a new PCI is calculated by the system.

The Department has completed two major overlay projects and several smaller projects since 2010, overall the City's system-wide PCI has continued to decline from a "very good" starting point of 74 to a "fair" 63. Due to limited funding, the City has followed a strategy of keeping the main roadway arterials such as Carpinteria Avenue in good condition. However, this strategy has not addressed the larger system needs and so the PCI has continued to decline.

Below is a list of pavement maintenance and rehabilitation projects Public Works has completed, planned or budgeted since the PMP began in 2010:

- 2010 ARRA Project on Casitas Pass Road
- 2014 Slurry Seal on Santa Ynez Ave.
- 2014 Carpinteria Ave/Casitas Pass Rd. Pavement Rehabilitation Project
- 2015 Pavement Maintenance Project (various streets citywide)
- 2016 Slurry Seal on Walnut Ave.
- 2017 Pavement Maintenance Project (various streets citywide)

In an effort to address the City's larger pavement system maintenance needs, Public Works proposed to the City Council that a pavement rehabilitation project be included in the FY 2016-2017 City of Carpinteria Annual Budget. On June 13, 2016 the City Council authorized the use of \$500,000 of the General Fund Available Fund Balance for a pavement rehabilitation project to be delivered by Public Works in the Spring of 2017. The City Council acknowledged that this was a special onetime allocation and that General Fund surpluses that would allow this type of expenditure are not expected to continue.

DISCUSSION

Engineers from Pavement Engineering Incorporated (PEI) used visual street inspections and a review of the StreetSaver software recommendations to develop the proposed asphalt treatment types. They looked for opportunities to combine the recommendations with other street segments to increase contractor efficiency and

reduce mobilization costs. Many of the recommended streets were slightly lower in priority, but are recommended because, as a group, the maintenance work needed will result in the limited funding being used as efficiently as possible.

Initially PEI began with a large list of road segments classified as high priority by the StreetSaver software. The original list is included in **Attachment B**. It was shortened and revised through several iterations to fit the project budget. A proposed FINAL list of streets to receive maintenance (including alternative groupings to add to the list) is shown in **Table 1**. It includes the Base Bid Grouping of road segments in addition to two alternative groupings (Alternatives A and B). Public Works Staff recommends adding Alternative Group B at minimum to the Base Bid Grouping. A map for each grouping is included in **Attachment A**.

The remaining street segments that were removed from the original list (**Attachment B**) will remain high priority streets in the following years. However, all streets citywide will be reevaluated as a whole to determine a new list that will fit with a future project budget. Some of these eliminated streets may be replaced with other high priority streets after future evaluations.

Table 1
Proposed FINAL Street Segment List

Street Name	Begin Location	End Location	Area (SF)
Base Bid Grouping			
6TH ST	YUCCA LN	ELM AVE	7,500
8TH ST	HOLLY AVE	END	21,204
9TH ST	LINDEN AVE	HOLLY AVE	33,300
9TH ST	HOLLY AVE	FRANKLIN CREEK	11,424
ELM AVE	8TH ST	7TH ST	11,285
HOLLY AVE	CARPINTERIA AVE	7TH ST	35,705
JUNIPER PL	YUCCA LN	ELM AVE	4,700
LINDEN AVE	CARPINTERIA AVE	8TH ST	36,305
LINDEN AVE	8TH ST	6TH ST	32,595
LINDEN AVE	6TH ST	RAILROAD TRACKS	20,670
WULLBRANDT WAY	LINDEN AVE	CACTUS LN	6,250
YUCCA LN	CARPINTERIA AVE	9TH ST	7,500
YUCCA LN	9TH ST	8TH ST	6,600
YUCCA LN	8TH ST	7TH ST	5,200
YUCCA LN	7TH ST	6TH ST	3,780
6TH ST	PALM AVE	WALNUT AVE	14,720
6TH ST	EAST END/ END OF CURB	OLIVE AVE	10,530
CACTUS LN	8TH ST	7TH ST	4,950
CITRUS PL	MAPLE ST	CACTUS LN	4,900
MAPLE AVE	8TH ST	CARPINTERIA AVE	37,200
OLIVE AVE	6TH ST	SOUTH END	4,840
WALNUT AVE	6TH ST	SOUTH END	18,550
CARPINTERIA AVE	HOLLY AVE	7TH ST/ SANTA YNEZ AVE	108,286
CARPINTERIA AVE	ELM AVE	HOLLY AVE	23,985
CARPINTERIA AVE	LINDEN AVE	ELM AVE	16,965
REYNOLDS AVE	FWY ON/OFF RAMP	CARPINTERIA AVE	8,800
CASITAS PASS RD	FOOTHILL RD	EL CARRO LN	45,864
CASITAS PASS RD	EL CARRO LN	OGAN RD	50,800
CASITAS PASS RD	OGAN RD	CAMEO RD	61,680
VIA REAL	LEMONWOOD DR	CALLE LAGUNITAS	283,500
Alternative Grouping A			
HOLLY AVE	4TH ST	3RD ST	11,205
HOLLY AVE	3RD ST	SANDYLAND RD	23,865
Alternative Grouping B			
CRAMER CIR	VIA REAL (E)	VIA REAL (W)	16,560
SANTA YNEZ AVE	VIA REAL	CARPINTERIA AVE	34,225
SANTA YNEZ AVE	EL CARRO LN	VIA REAL	38,600
SANTA YNEZ AVE	NORTH END	EL CARRO LN	36,000

To start construction in the Spring of 2017, the Department is proposing the following schedule:

Street and Treatment Selection	November 28, 2016
Plans, Specifications and Estimates	December through January
Authorization to Advertise	February 13, 2017
Advertise for Bids	February 16, 2017
Open Bids	March 2, 2017
Award Contract (City Council)	March 13, 2017
First Working Day	March 27, 2017

POLICY CONSISTENCY

The Circulation Element of the City's General Plan discusses implementing a PMP to help establish baselines and improvement strategies to repair and replace aging street infrastructure over time. A Pavement Maintenance Project is also listed in the City's Annual Work Program.

FINANCIAL CONSIDERATIONS

Below are estimated costs of preliminary engineering and construction.

Project Costs:		Project Funding:	
Preliminary Eng.	\$ 30,000.00		
Construction	\$ 550,000.00	Measure A:	\$ 145,000.00
Staff Time	\$ 10,000.00	General Fund:	\$ 500,000.00
Contingency (10%)	\$ 55,000.00		
Total:	\$ 645,000.00	Total:	\$ 645,000.00

LEGAL

Bids from qualified contractors will be solicited using the formal bid process required by California Public Contract Code, and the Uniform Construction Cost Accounting Commission Manual, as adopted by the City of Carpinteria.

OPTIONS

1. To authorize the Project No. 15091 – 2017 Pavement Maintenance Project as recommended by staff.
2. Authorize the amended Project No. 15091 – 2017 Pavement Maintenance Project with changes to the street selections and provide direction to Staff.

PRINCIPAL PARTIES EXPECTED AT MEETING

There are no principal parties expected at the meeting.

ATTACHMENTS

Attachment A: Final Proposed Street Section Map

Attachment B: Draft Initial Street Segment List Considered for Maintenance

Staff contact: Matt Maechler, PE, Civil Engineer
805-755-4441, mattm@ci.carpinteria.ca.us


Signature

Reviewed by: Charles Ebeling, PE, Director
805-880-3402, cebeling@ci.carpinteria.ca.us


Signature

Reviewed by: Dave Durflinger, City Manager


Signature

ATTACHMENT A

LEGEND



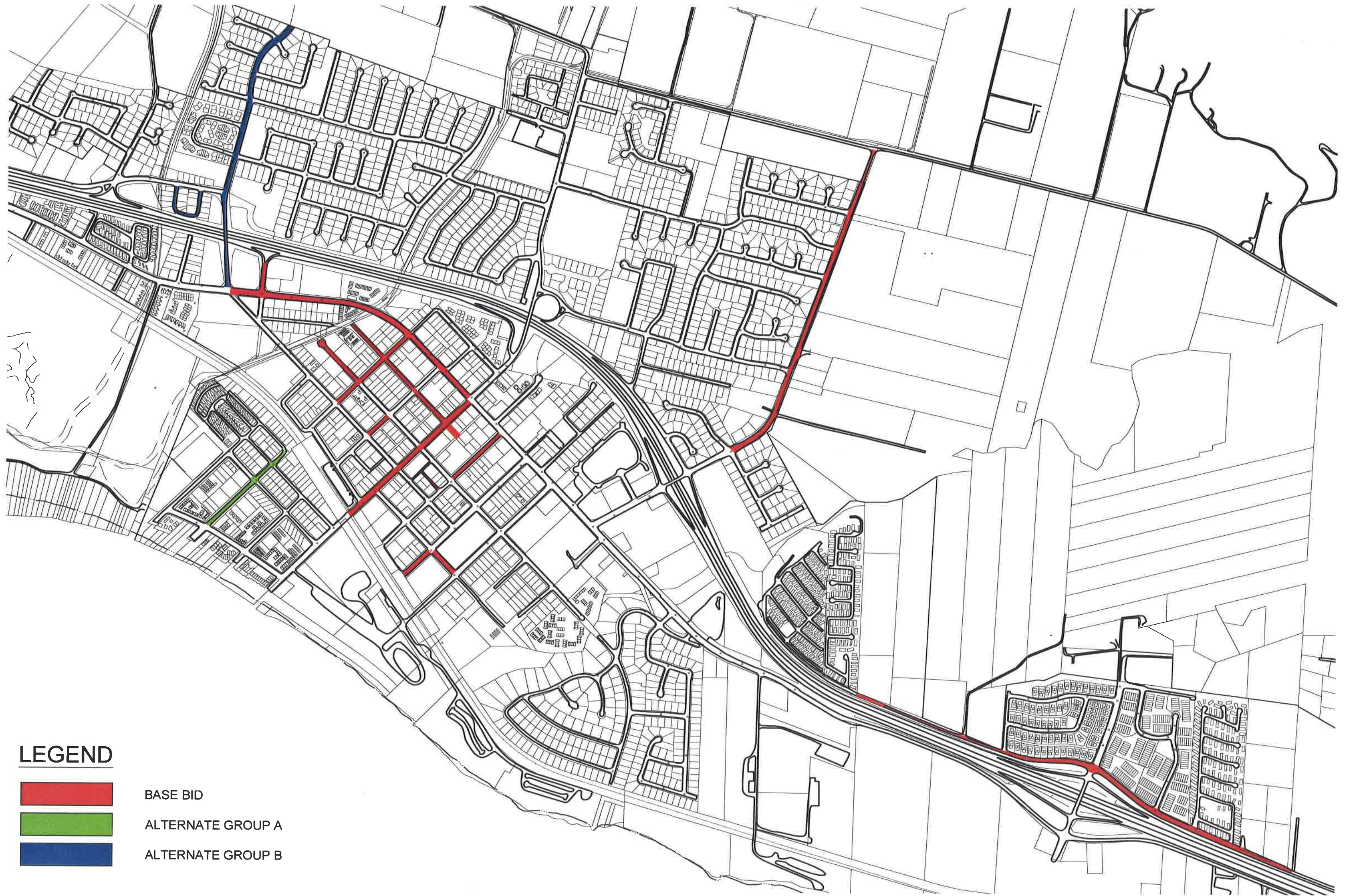
BASE BID



ALTERNATE GROUP A



ALTERNATE GROUP B



ATTACHMENT B

ATTACHMENT B

CITY OF CARPINTERIA
2016/2017 Slurry Seal Group Area List

Street Name	Section ID	From	To	Length	Width	Area
GROUP A						
6TH ST	020	YUCCA LN	ELM AVE	250	30	7,500
8TH ST	080	HOLLY AVE	END	558	38	21,204
9TH ST	010	LINDEN AVE	HOLLY AVE	900	37	33,300
9TH ST	020	HOLLY AVE	END	476	24	11,424
ELM AVE	030	8TH ST	7TH ST	305	37	11,285
HOLLY AVE	020	CARPINTERIA AVE	7TH ST	965	37	35,705
JUNIPER PL	010	YUCCA LN	ELM AVE	235	20	4,700
LINDEN AVE	060	CARPINTERIA AVE	8TH ST	685	53	36,305
LINDEN AVE	070	8TH ST	6TH ST	615	53	32,595
LINDEN AVE	080	6TH ST	RAILROAD TRACKS	390	53	20,670
WULLBRANDT WAY	010	LINDEN AVE	CACTUS LN	125	50	6,250
YUCCA LN	010	CARPINTERIA AVE	9TH ST	300	25	7,500
YUCCA LN	020	9TH ST	8TH ST	300	22	6,600
YUCCA LN	030	8TH ST	7TH ST	260	20	5,200
YUCCA LN	040	7TH ST	6TH ST	210	18	3,780
GROUP B						
6TH ST	010	PALM AVE	WALNUT AVE	320	46	14,720
6TH ST	005	EAST END/ END OF CURB	OLIVE AVE	390	27	10,530
CACTUS LN	010	8TH ST	7TH ST	275	18	4,950
CITRUS PL	010	MAPLE ST	CACTUS LN	245	20	4,900
MAPLE AVE	010	8TH ST	BEND	930	40	37,200
OLIVE AVE	XXX	6TH ST	SOUTH END	220	22	4,840
WALNUT AVE	030	6TH ST	SOUTH END	350	53	18,550
GROUP B2						
CARPINTERIA AVE	110	HOLLY AVE	7TH ST/ SANTA YNEZ AV	1,867	58	108,286
CARPINTERIA AVE	100	ELM AVE	HOLLY AVE	533	45	23,985
CARPINTERIA AVE	090	LINDEN AVE	ELM AVE	377	45	16,965
REYNOLDS AVE	010	FWY ON/OFF RAMP	CARPINTERIA AVE	220	40	8,800
GROUP B3						
CASITAS PASS RD	010	FOOTHILL RD	EL CARRO LN	1,092	42	45,864
CASITAS PASS RD	020	EL CARRO LN	OGAN RD	1,270	40	50,800
CASITAS PASS RD	030	OGAN RD	CAMEO RD	1,028	60	61,680
GROUP B4						
VIA REAL	-	LEMONWOOD DR	CALLE LAGUNITAS	6300	45	283,500
GROUP C						
HOLLY AVE	040	4TH ST	3RD ST	415	27	11,205
HOLLY AVE	050	3RD ST	SANDYLAND RD	645	37	23,865
GROUP C2						
CRAMER CIR	010	VIA REAL (E)	VIA REAL (W)	720	23	16,560
SANTA YNEZ AVE	010	VIA REAL	CARPINTERIA AVE	925	37	34,225
SANTA YNEZ AVE	020	EL CARRO LN	VIA REAL	965	40	38,600
SANTA YNEZ AVE	030	NORTH END	EL CARRO LN	900	40	36,000
GROUP E2						
CAMEO RD	020	CASITAS PASS RD	END	836	32	26,752
CAMINO TRILLADO	010	EL CARRO LN	GRANDA WY	457	37	16,909
CAMINO TRILLADO	020	GRANDA WY	OGAN RD	770	37	28,490
LA BREA LN	010	EAST END	WEST END	520	37	19,240
LA PALA LN	010	EAST END	CAMEO RD	270	32	8,640
GROUP F						
ALVARADO RD	010	END	LINDEN AVE	380	37	14,060
ANDREA ST	010	EL CARRO LN	END	299	32	9,568
CHURCH LN	010	NORTH END	VALLECITO RD	670	24	16,080
EUGENIA PL	010	NORTH END	CARPINTERIA AVE	660	37	24,420
LINDEN AVE	030	EL CARRO LN	NIPOMO DR	750	46	34,500
LINDEN AVE	040	NIPOMO DR	BRIDGEDECK (N)	575	46	26,450
MEADOW VIEW LN	010	LINDEN AVE	WEST END	595	38	22,610
NAMOUNA ST	010	EL CARRO LN	SOUTH END	236	32	7,552
OGAN RD	030	VALLECITO RD	LINDEN AVE	1,200	37	44,400
PACIFIC VILLAGE CT	010	PACIFIC VILLAGE DR	SOUTH END	160	32	5,120
PACIFIC VILLAGE DR	010	WEST END	OGAN RD	804	33	26,532
TRENORA ST	010	EL CARRO LN	SOUTH END	235	32	7,520
VALLECITO PL	010	VALLECITO RD	OGAN RD	700	32	22,400
GROUP H						
ARBOL VERDE	010	FIESTA ST	CALLE PACIFIC	750	37	27,750
ARBOL VERDE	020	CARPINTERIA AVE	FIESTA ST	900	37	33,300
CALLE DIA	010	END	CALLE PACIFIC	515	32	16,480
CALLE PACIFIC	010	END	CALLE DIA	590	32	18,880
CANALINO DR	010	ARBOL VERDE ST	CALLE DIA	350	32	11,200
CANALINO DR	020	CALLE OCHO	CONCHA LOMA DR	1,115	24	26,760
FIESTA DR	010	ARBOL VERDE ST	CALLE OCHO	545	37	20,165



City of Carpinteria

COUNCIL AGENDA STAFF REPORT November 28, 2016

ITEM FOR COUNCIL CONSIDERATION

Annual 2016 Economic Vitality Program report.

STAFF RECOMMENDATION

Action Item ____; Non-Action Item X

Receive the 2016 annual report regarding the City's Economic Vitality Program and direct staff as determined appropriate.

BACKGROUND

The City's Economic Vitality program consists of activities of all City Departments including General Government, Administrative Services, Community Development, Public Works and Parks & Recreation. The Economic Vitality Program is overseen by the City Manager's office with responsibilities also being assigned to the Assistant to the City Manager. The integrated nature of the Economic Vitality Program in the City organization is fundamental to its approach in promoting economic growth in the Carpinteria community.

Outlined below are various economic vitality activities related to the City's General Government, Community Development, Public Works, and Parks & Recreation Departments.

A. General Government

This City program undertakes activities to promote Carpinteria and assist in the retention of existing businesses and recruitment of new businesses. City staff also cooperates with the Carpinteria Valley Chamber of Commerce on efforts that promote the City. The City Manager serves as an ex-officio member of the Chamber Board of Directors and members of the City Council and Chamber Board of Directors meet as the City/Chamber committee to work on cooperative projects and programs aimed at improving the business climate in Carpinteria.

Business/Developer Assistance

- City staff is available to provide assistance to new and existing businesses, regarding questions related to relocation, expansion, zoning, development, etc.

- Staff maintains an Available Commercial Properties inventory on the City's web page. The inventory is updated at various times throughout the year and is available to assist real estate professionals, developers, building owners, businesses looking for commercial space, and the general public 24/7. Updates to the information include adding new inventory and removing properties as needed. The inventory is also periodically emailed directly to various real estate professionals--primarily commercial real estate agents/brokers.
- Staff attends various Chamber of Commerce functions and business related events (e.g., Chamber mixers, Ribbon Cutting events, Annual Community Awards Banquet, as well as City staff participation at the Annual State of the Community event). Additionally, staff attends the annual UCSB South Santa Barbara County Economic Summit.

Carpinteria First Committee

Mission Statement

Carpinteria First is a City endorsed committee comprised of Carpinteria Valley Chamber of Commerce representatives and local business leaders, committed to enhance economic vitality in Carpinteria by supporting a framework of events, activities and promotions, which maintain the special character that makes Carpinteria a welcome destination for tourists and locals alike.

Committee activities include:

First Friday—First Friday is supported by the City's Carpinteria First Committee and takes place every first Friday of the month (except October) and this year the hours were expanded to an all-day event. These events have included:

- Art-Niture furniture auction
- Sidewalk Chalk Art at the Seal Fountain
- Surf's Up event
- December Dance Performances by the Curtis Studio of Dance
- Recycled Fashion Show by Carpinteria High School students

During First Friday events many participating businesses offer a promotion. Events typically include live music at the Seal Fountain and at other locations as well. The purpose of First Friday (and Saturday) events is to encourage visitors and locals alike to patronize local businesses that are participating in the program as well as Carpinteria merchants in general. The First Friday Linden Avenue and pool banners have a fresh new look and were displayed for the November First Friday event.

Saturday promotional events—these events have included a Crafters Fair at Casitas Plaza Shopping Center and a Snow Day event that includes a snow play area and synthetic skating rink.

Event / Community Promotion—a variety of advertising mediums are used to promote First Friday and Saturday events. Over the years they have included:

- Radio advertising
- KEYT 3 / Cox Communications Shop Carpinteria promotion
- City GATV channel 21 to broadcast First Friday videos
- Print media / promotional advertising (Coastal View News, Explore Santa Barbara--a New Press publication, Carpinteria Magazine, Chamber of Commerce Destination Guide & Business Directory)
- City web page includes links to First Friday / Saturday event map as well as a promotional First Friday video and Shop Carpinteria video
- Chamber of Commerce web page which includes a link to the First Friday / Saturday event map
- First Friday event banners are placed across Linden Avenue and at the community pool
- The City Scroll displays a First Friday promotion slide

HOST Program

The City's Host Program exists primarily to support and promote visitor services in the Downtown. Every weekend from Memorial Day through the last weekend in September, City HOSTs are on-hand at the downtown Visitor's Center to greet passersby, answer questions about the Carpinteria Valley and provide information on activities that appeal to a variety of interests. On occasion the HOSTs are on hand at First Friday events.

B. Community Development

The Community Development Department has a direct impact on the economic vitality of our community by providing the overall framework for the physical development of the City, encouraging new private investment and promoting the City as an attractive and safe place to live, work and visit.

Notable projects include:

- **GranVida**
GranVida, the 76-bed Assisted Living community is getting ready for a grand opening early in the New Year. To date, deposits have been placed for 30 apartments, 24 of these by Carpinteria valley residents. Most of the approximately 60 employees will also be from the local south coast area.
- **Lagunitas**
Carpinteria is experiencing a boom in technology jobs. Last month the Architectural Review Board saw a concept to redesign the 84,550-square foot office building approved in 2008 as part of the Lagunitas Mixed Use project that also included 73 residential units. This concept redesigns the office park portion of the project by replacing the approved building with six separate, smaller office

buildings ranging in size from 8,000 square feet to 28,500 square feet (74,000 sq. ft. total) arranged in a campus setting. A 5,000-square foot retail component (market/deli) is also proposed, bringing the project total to 79,000 square feet.

- **700 Linden Avenue**

The east side of the 700 block of Linden Avenue (former Austin's Hardware store site) has been purchased. Successful redevelopment of this important block can best fit into the broader vision for keeping Carpinteria's small beach town feel while at the same time helping to maintain an active and vibrant downtown.

In addition to these private projects, staff continues to work with Caltrans and the Santa Barbara County Association of Governments (SBCAG) on the major freeway and interchanges projects.

C. Public Works

The Public Works Department directly and indirectly impacts the local economy by making needed infrastructure improvements and maintaining City infrastructure. This work supports and encourages private investment and quality of life for both residents and visitors. The Department has on-going programs to maintain and improve the City's public realm such as cleaning and painting street furnishings, repairing asphalt pavement and concrete curb, gutter and sidewalk, and trimming and replacing street trees.

The Department provides staff support to the Downtown "T" Business Advisory Board, the Carpinteria First Committee, the Traffic Safety Committee and the Tree Advisory Board, and represents the City on regional transportation matters.

Work by the Department that adds to the enhancement of the community includes:

Capital Projects

- Public Works delivers major capital improvement projects such as the Carpinteria Avenue Bridge Replacement Project and the regionally significant Linden Avenue and Casitas Pass Road Interchanges Project, and the Main School Sidewalk Infill Project

Right-of-Way Maintenance

- The Department provides for street and sidewalk repair and crack sealing along various streets within the City, tree replacements, Downtown landscape maintenance, and operation and maintenance of Downtown public restrooms

Special Events

- Public Works staff oversees permitting of special events such as the Avocado Festival, Rods and Roses Classic Car Event, the Triathlon, Avon Walk for Breast

Cancer and numerous bicycle events. The City expends public resources (e.g., street closures, etc.) in support of these special events which serve to promote the Carpinteria community.

All Public Works projects include updates for meeting current American's with Disability Act requirements. The improvement and maintenance of City infrastructure is critical to attracting and maintaining business, supporting private property values, and promoting the community as a safe and attractive place to visit.

D. Parks and Recreation

Open space conservation and the creation of city parks are investments that produce significant local economic benefits. Parks provide intrinsic environmental, aesthetic, and recreation benefits to our community. Parks enhance property values, increase municipal revenue, bring in homebuyers, tourists and businesses, and attract retirees.

The Parks Department is currently working on several significant projects that will serve to improve the economy in the Carpinteria community, key projects include:

- **Master Plan for City Property Adjacent to the Railroad**
Work continues on a master plan for City owned property adjacent to the railroad. A more detailed evaluation of using a portion of the site for a small Inn is underway. Such a project has the potential to improve the Carpinteria experience for visitors, provide a small restaurant with an ocean view and help grow patronage for downtown merchants. The master plan also calls for a trail, additional public parking, a pedestrian railroad undercrossing and a community garden. If implemented, the project would provide significant municipal revenue from ground lease and transient occupancy tax payments to help support public services.
- **Carpinteria Community Garden**
The Carpinteria Community Garden is another example of a park project that will provide social, health and economic benefits to the community. In part due to the project's location, it will increase visitor ship downtown, both from residents and tourists. In addition, community gardens have been shown to increase property values in the vicinity where they are located.
- **Carpinteria Rincon Trail**
The Carpinteria Rincon Trail Project is a vital addition to the Coastal Trail as it connects the new Mussel Shoal bike path to Carpinteria Avenue while also connecting Carpinteria to Rincon County Park. The project provides safe coastal access, promotes bicycle use, tourism, healthy outdoor recreation and marine environment awareness. The project promotes Carpinteria as a bicycle tourism destination bringing economic benefits to merchants, hotels and restaurants.

PRINCIPAL PARTIES EXPECTED AT MEETING

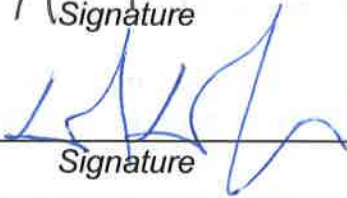
Carpinteria First Committee representative(s)

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



Signature

Reviewed by: Dave Durflinger, City Manager



Signature



City of Carpinteria

COUNCIL AGENDA STAFF REPORT November 28, 2016

ITEM FOR COUNCIL CONSIDERATION

Informational Report on the City's Emergency Services Management Program

STAFF RECOMMENDATION

Action Item ____; Non-Action Item X

Receive and file the report

BACKGROUND

The City maintains a comprehensive emergency services program designed to strengthen the City's ability to prepare for, respond to and recover from disasters and other emergencies. This program encompasses all phases of emergency management: mitigation, preparedness response and recovery. This program also ensures that the City fulfills all legal requirements concerning emergency management practices and remains compliant with accepted emergency response systems, including the Standardized Emergency Management System and the National Incident Management System.

The City's Emergency Services Management program is a part of the Public Safety division of the General Government Department and is carried out by the Program Manager with oversight by the City Manager. The Emergency Services Management program, in part, implements the emergency services provisions of the Carpinteria Municipal Code (Chapter 2.40). To achieve success within our emergency services program, the City relies on strong partnerships and working relationships. Collaboration with residents, non-profit organizations, private industry and other governmental agencies is critical. The City actively collaborates with the following groups regarding emergency services related activities:

- Santa Barbara County Office of Emergency Management
- Santa Barbara County Sheriff's Department
- Santa Barbara County Emergency Managers Council
- Santa Barbara County Public Education Committee
- Santa Barbara County CERT Committee

- Carpinteria-Summerland Fire Protection District
- Carpinteria Unified School District Safety Committee
- Emergency Public Information Communicators (EPIC)
- Local Businesses
- Public Utilities and Special Districts
- State & Federal Agencies

Annually, emergency services projects are identified and prioritized based on department goals and objectives. The following emergency services goals currently drive programming:

1. Strengthen community emergency preparedness outreach and identify opportunities to foster relationships among individuals, communities and organizations to encourage trust and build consensus.
2. Develop and implement a training program to ensure City staff are prepared to lead community response efforts and cooperate with other agencies in the event of an emergency.
3. Enhance the City's ability to respond to emergencies and reach residents and visitors with vital information on severe weather and other emergencies.

While there are many actions that take place on a regular basis to drive towards the achievement of these goals, there are three main programmatic areas that the majority of work performed falls into:

- Community Preparedness
- Training, Drills & Exercises
- Emergency Response Capacity Building

Community Preparedness

To build ongoing relationships with the community and to increase awareness of disasters, the City sponsors two significant programs: Don't Panic! Prepare! and CERT.

Don't Panic! Prepare! is a public education program that educates community members regarding what to do before, during and after a disaster occurs. This program is delivered through presentations to community groups as well as through the coordination of community events. Since 2011, over 3,000 local residents have been reached with critical disaster preparedness information through this program. Over the past year, the City participated in the Children's Safety Fair reaching over 150 households with preparedness information. Residents were given a starter emergency supplies kit and a "survival guide" to assist with preparing a family plan. An additional 300 starter emergency supplies kits were given out during preparedness presentations at local businesses, Chamber events, and the CUSD kick-off for the new school safety program, Hour-Zero.

The Community Emergency Response Team (CERT) Program trains community members to provide critical emergency response functions in the immediate aftermath of a disaster. Participants receive a minimum of 20 hours of training to become certified through this program. Training covers topics such as disaster preparedness, fire suppression, medical operations, light search and rescue, team organization, disaster psychology and terrorism. We have over 300 trained CERTs in Carpinteria. The City hosted two Basic CERT training courses in 2016.

Additionally, an advanced course, Traffic and Crowd Management was held in the fall in time for graduates to lend their newly acquired skills to the City Triathlon.

Carpinteria CERTs participated in the All-County CERT Drill in Santa Ynez, taking this opportunity to brush up on their preparedness knowledge and skills.

A State sponsored CERT Train the Trainer course was hosted by the City at Main School in November graduating 18 new CERT instructors from across the County.

The City participated in the Listos in English Train the Trainer pilot program. Listos is a grassroots, Spanish language program started in Carpinteria in 2010 that provides disaster preparedness education in a culturally, socially and linguistically appropriate manner. Sometimes referred to as a pre-CERT course, Listos helps community members prepare their households in a more brief eight-hour course.

Trainings, Drills and Exercises

To address critical training needs as well as other requirements mandated by federal and state agencies, the City offers ongoing emergency preparedness and response training for employees. This training is designed to increase their knowledge, skills and abilities related to disaster response. Additionally, the City coordinates drills and exercises with partner agencies to test City emergency response plans and our response capabilities.

Annually, a training program is developed to address employee critical training needs. In 2016, Santa Barbara County Office of Emergency Management (SBC OEM) implemented a new emergency alert system, Everbridge. The system includes a county-wide public alert notification system, AwareandPrepare.org, as well as an internal communications program. City staff was introduced to the new system and instructed on how to opt-in to public alert notifications. Staff was updated on the Public Employee Emergency Service Worker requirements and issued new identification badges. Looking forward, an evacuation drill will be planned for City Hall in 2017.

The Code Enforcement staff attended Heightened Awareness, De-escalating/Defusing Situations training by the City's SBC Sheriff Community Service Officer.

Disaster Training for Community Leaders workshop was held in April, 2016. The SBC OEM provided a trainer specializing in community leadership rolls during and after a disaster. Representatives from Carpinteria Unified School District, Carpinteria Valley Water District, Carpinteria Sanitary District, Carpinteria Summerland Fire District, as well as City Council, attended the workshop.

Staff attended a Continuity of Government workshop in September, 2016 hosted by SBC OEM. This training will be instrumental as the development of a formal City Continuity of Government Plan begins in 2017.

A committee was formed to create a Mass Casualty/Large Event Disaster Plan. Planning began in late summer with representation from City staff, Carpinteria Summerland Fire District, Santa Barbara County Sheriff Office, and community members. As part of the planning process, a table top exercise with all parties will be scheduled in mid-2017.

Emergency Response Capacity Building

To enhance the City's ability to respond to emergencies, it is necessary to have clearly articulated plans in place that address response actions and to have resources available to support response functions.

To ensure that we have the necessary resources available to sustain Emergency Operations Center (EOC) operations, EOC equipment, tools and resources are tested and updated on a regular basis to ensure readiness. The City's EOC provides centralized management when a major emergency or disaster strikes, so it is imperative that personnel have the resources necessary to perform functions and that these resources are operational.

To address critical emergency response actions, the following plans have been identified as priorities to write and/or update:

- **Emergency Operations Plan (EOP):** The EOP addresses the City's planned response to extraordinary emergency situations by establishing operational concepts, responsibilities and procedures. Demonstrates compliance with the Standardized Emergency Management System and the National Incident Management System. Currently under review.
- **City of Carpinteria Annex to Santa Barbara County Multi-Hazard Mitigation Plan:** Outlines the prioritization of mitigation activities and identifies threats and hazards to the community. The plan was updated and the draft was sent to the County in September for review and approval by the State and FEMA. The plan will be presented to City Council for approval in early 2017. This plan is required to be eligible to receive Hazard Mitigation Grant funds.
- **Employee Notification & Reporting Plan:** Outlines employee roles, responsibilities and reporting requirements during an emergency.
- **EOC Activation Handbook:** Clearly outlines the steps involved in the activation of the City EOC, including key procedures and functional checklists. This plan is based on the Emergency Operations Plan.
- **Continuity Planning:** Important for all businesses and agencies. Staff attended a Continuity of Government workshop and will begin development of a formal Continuity of Government Plan in 2017.
- **Shelter Response Plan:** Defines the roles and responsibilities of agencies responding to or acting in support of care and sheltering services. Will begin development in 2017.
- **Tsunami Response Plan:** Provides information and guidance specific to receiving information that a tsunami watch, advisory or warning is in effect. Required component to receive *TsunamiReady* designation by the National Weather Service. Will begin development in 2017.

POLICY CONSISTENCY

The City's Emergency Services Management Program aligns with the purpose and policies of the City's General Plan Safety Element including reducing death and injuries, property damage and economic and social dislocation from natural and man-made disasters.

FINANCIAL CONSIDERATIONS

The Emergency Services Program is funded through the General Fund – Annual budget of \$16,315

LEGAL

N/A

ATTACHMENTS

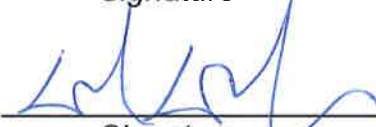
N/A

Staff contact: Mimi Audelo, Program Manager
805-775-4401; mimia@ci.carpinteria.ca.us



Signature

Reviewed by: Dave Durflinger, City Manager



Signature



City of Carpinteria

COUNCIL AGENDA STAFF REPORT November 28, 2016

ITEM FOR COUNCIL CONSIDERATION

Extension of Contract Civil Engineer Position for An Additional Five-Year Term.

STAFF RECOMMENDATION

Action Item X ; Non-Action Item

Authorize the City Manager to extend the term of the Contract Civil Engineer position for an additional five-year term.

Motion: I move to authorize the City Manager to extend the term of the Contract Civil Engineer position for an additional five-year term.

BACKGROUND

In May 2013, the Public Works Department presented an information item to the City Council that discussed how the City and Department have experienced transitions over the past 10 to 15 years. The Department recommended and the Council adopted the creation of the full-time Contract Civil Engineer (5-year contract), full-time Engineering Technician, and a part-time Maintenance Worker. The Civil Engineer position has been filled since October 21, 2013.

The Department has evolved from focusing on new development to a growing and predominant demand for infill development and maintenance of public facilities. Much of the City's infrastructure has reached its expected design lifetime. In response to the changing demands, the Department's administrative and engineering staff has also transitioned from entirely consultant based to a core City staff managing and directing the work of an extensive array of vendor, construction contractors, and consultants. The purpose of maintaining a core staff to manage contracts is to reduce costs and obtain higher quality products and improve services that are in the best interest of the City.

The purpose of this agenda matter is to authorize the extension of the Contract Civil Engineer position for an additional five-year term.

DISCUSSION

The Contract Civil Engineer position was established on May 13, 2013 and the position's term began October 21, 2013 for an initial five-year period. The position was established to provide project management of the City's Capital Improvement Plan, projects, permitting, and inspections. The Public Works Department has an extensive workload ranging from the current construction of the Linden Avenue and Casitas Pass Road Interchanges Project and the Carpinteria Avenue Bridge Replacement Project to managing a myriad of CIP projects. The Department has several grant-funded capital projects lined up for the next few years.

The Civil Engineer has and continues to provide extensive project management skills and the Department feels it prudent to extend the contract position for an additional five-year period to address the Department's workload. The current five-year term will expire on October 21, 2018. With the Council's authorization, the contract term will be extended for an additional five-year period and will expire on October 21, 2023, unless prior action is taken.

POLICY CONSISTENCY

This item is consistent with the Personnel System Rules and Regulations last adopted under Resolution No. 5012 in 2006.

FINANCIAL CONSIDERATIONS

At the time the Contract Civil Engineer, Engineering Technician, and Part-Time Maintenance Worker positions were established, the City previously spent \$365,000 per year for a 1 full-time equivalent consultant. With the new positions in effect, the Department spending was reduced to approximately \$215,000 per year. This included the fully burdened rate for each new employee. The addition of new staff not only reduced costs to the Department, but also the public's costs for engineering and encroachment permits.

Funding for the Civil Engineer position comes from a variety of sources such as Gas Tax, Measure A, Development Impact Fees, and capital project grants. These funding sources reduce the impact this position has on the General Fund. In addition, the position brings in revenue to fund itself, such as passing labor costs to development permits, engineering permits, and capital project grants.

LEGAL

There are no legal issues presented with this item.

OPTIONS

The City Council could choose not to extend the Contract Civil Engineer Position and give further direction to staff.

PRINCIPAL PARTIES EXPECTED AT MEETING

There are no principal parties expected at the meeting.

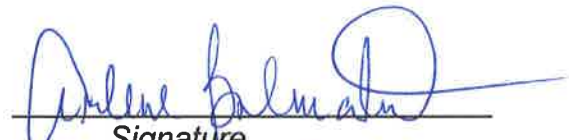
ATTACHMENTS

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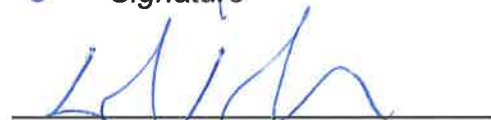
Staff contact:
Charles W. Ebeling, P.E., Public Works Director


Signature

Reviewed by:
Arlene Balmadrid, Human Resources Administrator/
Risk Manager


Signature

Reviewed by: Dave Durflinger, City Manager


Signature



City of Carpinteria

COUNCIL AGENDA STAFF REPORT November 28, 2016

ITEM FOR COUNCIL CONSIDERATION

Amendment to the City Manager Employment Agreement.

STAFF RECOMMENDATION

Action Item X ; Non-Action Item

Approve the attached third amendment to the July 22, 2013 City Manager Employment Agreement.

Motion: I move to adopt and approve the third amendment to the July 22, 2013 City Manager Employment Agreement.

BACKGROUND

Consistent with other members of the management group in the recent past, the City Manager has received salary adjustments to offset employee cost sharing on CalPERS retirement and health insurance premium. The last salary adjustment of this type was made on June 22, 2015.

In June 2014, the City of Carpinteria hired Bryce Consulting to conduct a total compensation survey of 14 cities. The cities surveyed were Arroyo Grande, Buellton, Fillmore, Goleta, Grover Beach, Marina, Morro Bay, Ojai, Pacific Grove, Pismo Beach, Port Hueneme, Santa Paula, Solano Beach and Solvang. Two cities, Fillmore and Santa Paula, declined to participate. The cities surveyed were comparable to the City of Carpinteria based on their size, geographic proximity, and nature of services provided, budget, and more.

At the time of the Study, it showed that the monthly total compensation of the City Manager was below the labor market median. The City Manager's performance evaluation rating over each of the last seven years have been sufficient to merit salary

increases; however, since the last merit increase in FY 2008-09, merit/salary adjustments have not been applied due to budget constraints.

Since the Study, the City has made changes in benefits. Effective July 1, 2015, employees started paying 7% of their annual salary in retirement cost and a portion of the monthly health insurance premium.

In response to the 2014 Compensation Survey, in June 2016, the City Council approved salary range adjustments for three positions that were found to be significantly below the median salary for comparable agencies. The City Manager's position was found to be 3.62% below median.

DISCUSSIONS:

The proposed amendment would change the terms of the City Manager's contract. The changes to the terms of the Employment Agreement are as follows:

- Annual base wage effective July 1, 2016 from \$151,517.90 to \$156,063.44, a 3% increase.

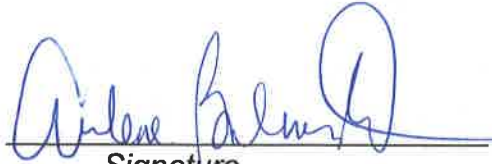
FINANCIAL CONSIDERATIONS

The proposed merit increase have been considered as part of the 2016-17 annual budget adoption.

ATTACHMENTS

- A. Third amendment to the July 22, 2013 Employment Agreement of the City Manager

Staff contact: Arlene Balmadrid, HR/Risk Manager
(805) 755-4404, arleneb@ci.carpinteria.ca.us



Signature

Reviewed by: John Thornberry, Administrative
Services Director



Signature

ATTACHMENT A
Third Amendment to
City Manager
Employment Agreement of July 22, 2015

**THIRD AMENDMENT TO
EMPLOYMENT AGREEMENT OF JULY 22, 2013**

CITY MANAGER, CITY OF CARPINTERIA

THIS THIRD AMENDMENT TO EMPLOYMENT AGREEMENT is made and entered into this 28th DAY OF NOVEMBER 2016 by and between **THE CITY OF CARPINTERIA** ("City") and **DAVE DURFLINGER** ("Employee") at Carpinteria, California, with reference to the following facts and intentions:

- A.** Employee serves as City Manager for City.
- B.** The City and Employee wish to amend the terms of Employee's Employment Agreement as set forth below.

NOW, THEREFORE, in consideration of the above Recitals and of the mutual promises and conditions of this Third Amendment, **IT IS AGREED** as follows:

- 1. Section 5 – **Compensation**. The following provisions of Section 5, Compensation, shall be amended to read as follows:

- a. **Salary** – Effective the first pay period beginning after July 1, 2016, Employee shall be paid at the rate of Six Thousand Two Dollars and Forty-Four Cents (\$6,002.44) bi-weekly, which equals One Hundred Fifty Six Thousand Sixty-Three Dollars and Forty-Four Cents (\$156,063.44) per year ("Base Salary").

All other provisions of Section 5, as amended, shall remain unchanged and in full force and effect.

- 2. A new section 8.1, entitled Participation in Housing Assistance Program, shall be added to the Employment Agreement, to read as follows:

Participation in Housing Assistance Program. Employee shall be entitled to participate in any Housing Assistance Program as may be established by the City in the future for the position of City Manager.

All other Sections of the Employment Agreement, as amended, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to the Employment Agreement of July 22, 2013, on the date first written above.

CITY
City of Carpinteria

EMPLOYEE
City Manager

By: _____
Gregg A. Carty, Mayor

By: _____
Dave Durflinger, City Manager

Date: _____

Date: _____

Approved as to form:

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

Date: _____

Nov. 10, 2016
Issue #94

California Voters Approve Record Number of Local Tax and Bond Measures

The results of Tuesday's election indicate a continuing confidence in local government in California and the importance of the services provided by cities, counties, special districts and schools. California considered over 650 local measures on Nov. 8 and approved a record number of local taxes and bonds. They approved over \$32 billion facility bonds including \$23 billion in school construction bonds and \$7.2 billion in transit and other local public facility improvements. The [full preliminary report](#) is available online. It will be updated as new results become available.

Among the 224 non-school local revenue measures were 12 measures asking for a total of \$7.266 billion in bonds including the \$3.5 billion Bay Area Rapid Transit (BART) Measure RR covering three San Francisco Bay area counties, the \$1.2 billion Los Angeles homeless housing and services Measure HHH and Santa Clara County's \$950 million affordable housing Measure A.

There were 88 measures to increase or extend Transactions and Use Tax (Sales Tax) rates. Thirty of these were special (earmarked) taxes requiring two-thirds voter approval. These include 13 countywide measures for transportation improvements. There were 58 city and county majority vote general purpose tax proposals ranging from 0.25 percent to 1 percent.

There were 39 city, county and special district parcel taxes requiring two-thirds voter approval, including five street/road improvement measures, eight for parks/recreation/open space, 14 for fire /emergency medical response, four for hospitals, and four for police.

Coinciding with the statewide Proposition 64 that legalizes recreational marijuana in California, there were 63 local measures related to cannabis including 39 to impose local taxes on marijuana. There were also three measures to tax sugary beverages (in Albany, Oakland and San Francisco).

Nov. 14, 2016
Issue #95

League Establishes Strategic Goals for 2017

Approximately 107 leaders of the League of California Cities' divisions, departments, policy committees, diversity groups and board of directors meet in Newport Beach on Nov. 10 – 11 and participated in an interactive workshop to develop and set the League's 2017 strategic goals.

The workshop involved city officials from throughout California and built on the success of prior years while developing a guide for 2017 as well.

The adopted goals are as follows:

1. **Increase Funding for Critical Transportation and Water Infrastructure.** Provide additional state and federal funding and local financing tools — such as reducing the vote threshold for local initiatives — to support California's economy, transportation (streets, bridges, trade corridors, active transportation and transit) and water related needs (supply, sewer, storm water, flood control, beach erosion, etc.) including maintenance and construction. Support appropriate streamlining of storm water regulations and CEQA to avoid duplication and reduce litigation.
2. **Develop Realistic Responses to the Homeless Crisis.** Increase state and federal funding and support to provide additional shelter and services to California's homeless, and advance the recommendations of the CSAC-League Homelessness Task Force.
3. **Improve the Affordability of Workforce Housing and Secure Additional Funds for Affordable Housing.** Increase state and federal financial support, reduce regulatory barriers, and provide additional incentives and local financial tools to address the affordability of workforce housing and increase the availability of affordable housing.
4. **Address Public Safety Impacts of Reduced Sentencing Laws, Protect Local Priorities in the Implementation of AUMA, and Preserve City Rights to Deliver Emergency Medical Services.** Provide tools and resources cities need to respond to recent changes in statewide criminal sentencing policies. Protect local priorities during development of regulations and legislation to implement the Adult Use of Marijuana Act. In addition, continue to preserve city rights to deliver emergency medical services (Health and Safety Code 1797.201).

Previous years' goals are available on the League's website at www.cacities.org/priorities.

CA Cities Advocate



LEGISLATION AND POLICY AFFECTING CALIFORNIA CITIES

Nov. 18, 2016
Issue #96

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New Mayors and Council Members Academy Scheduled for Jan. 18–20 in Sacramento

The League has opened registration for the 2017 New Mayors and Council Members Academy. Scheduled for Jan. 18–20 in Sacramento, the conference is expected to sell out quickly. For more, see Page 2.



Call for Entries Open for Outstanding City Street Projects *Nominations due Jan. 11*

The Save California Streets Coalition has opened the nomination period for its annual Outstanding Local Streets and Roads Awards Program. Submissions should highlight a street infrastructure project or program that has demonstrated a significant improvement in your community's street system. The coalition comprises a number of organizations including the League of California Cities® and the California State Association of Counties. For more, see Page 2.



League-Sponsored Bond Agency Issues \$231.8 Million in Tax-Exempt Bonds for Affordable Housing in National City, Educational Housing in Riverside and a Community Hospital in Redlands

Some of the most significant benefits of League membership for cities since 1988 have flowed from the League's co-sponsorship of the California Statewide Communities Development Authority (CSCDA). For more, see Page 2.

'MCMA Reg Open' Continued from Page 1...

This conference is programmed specifically for newly elected city officials, with courses on the basic legal and practical framework in which mayors and council members operate. Sessions will focus on a range of topics including:

- Your League and How to Use It;
- Effective Advocacy & Key City Officials;
- Your Legal Powers and obligations;
- Policy Role in Land Use Planning;
- Relationship between City Council and City Manager Staff;
- Communications and the New Media; and
- Financial Responsibilities, City Revenues Workshop.

The conference also features AB 1234 Ethics Training, which is required for all elected and appointed officials to complete every two years in specific laws and principles.

Full conference registration includes the following:

- Two-and-a-half days of sessions, including AB 1234 training;
- Wednesday lunch and reception, Thursday breakfast and lunch and Friday breakfast; and
- Electronic access to all program materials.

Registration

Register online by Friday, Jan. 6. Due to high demand for this conference, and the large numbers of newly elected mayors and council members, it is expected to sell out before the registration deadline.

Questions

Please contact Caitlin Cole with any questions about the conference or Megan Dunn about registration.

'LSR Awards' Continued from Page 1...

Nominations for this prestigious award are due by Jan. 11. Winners will be announced in February and awards will be presented during the Public Works Officers Institute and County Engineers Association of Counties conference, March 22–24 in San Diego. They will also be featured later in 2017 in *Western City*, the League's monthly magazine.

Projects nominated should address one of four categories that promote a comprehensive improvement of local streets:

- Efficient and Sustainable Road Maintenance, Construction and Reconstruction Projects;
- Complete Streets Projects;
- Safety or Intelligent Transportation System Project; or
- Efficient and Sustainable Bridge Maintenance, Construction and Reconstruction Projects.

Applications must be submitted online.

Please contact Meghan McKelvey with any questions on the award program and application process.

'CSCDA bonds' Continued from Page 1...

This program provides a variety of public agencies and developers access to low-cost, tax-exempt financing and economic development tools. CSCDA recently issued \$231,822,392 in tax-exempt multi-family affordable housing bonds for the Paradise Creek in National City; tax-exempt bonds for Lancer Educational Housing LLC (LEH LLC), in conjunction with California Baptist University in Riverside; and Redlands Community Hospital in Redlands.

About Paradise Creek II Apartments

The project is the second phase of Paradise Creek, an additional 92-unit affordable housing community for low-income families located on two acres by Related California and Community HousingWorks (CHW). Recognized as the transformative cornerstone of National City's Old Town neighborhood revitalization, Paradise Creek is a transit-oriented community development project that will remediate old underground contamination, provide a total of 201 affordable rental homes, a new public park, and will be a catalyst to future revitalization of Old Town. Envisioned by the community and city more than 10 years ago, the Related-CHW team developed the project over the last eight years.

The project has been recognized with a number of different awards including the Silver Catalyst Award — California's Sustainable Strategies Pilot Program, which is one of five federal Sustainable Communities Partnership Pilots in the country by the U.S. Environmental Protection Agency in partnership with the U.S. Department of Housing and Urban Development and the Department of Transportation. It also received California Housing and Community Development Infill Infrastructure Grant funding, and was also the recipient of over \$9 million of competitively awarded California Cap-and-Trade funds earmarked for affordable housing. The project received a U.S. Green Building Council Affordable Green Neighborhood Grant as a LEED Neighborhood Development project. The city of National City provided significant funding in addition to a long-term ground lease reflecting its partnership with the community and Related-CHW.

The benefits of the project for National City and San Diego County include the following:

- 100 percent of the affordable rental housing units will be rent restricted for low-income tenants;
- The building will bring new economic vibrancy to the project site;
- A positive impact to restaurants and retail in the area; and
- The project consists of six studios, 21 one-bedroom units, 35 two-bedroom units, 29 three-bedroom units and one manager's unit.

About Redlands Community Hospital (RCH)

A California nonprofit public benefit corporation, RCH owns and operates a general acute care hospital with 229 licensed beds in the city of Redlands. RCH provides health care services primarily to the residents of the eastern portions of the San Bernardino Valley. Originally established as a 40-bed hospital in 1929, RCH has expanded and modernized its facilities to meet the increasing patient care needs of the Inland Empire which includes emergency services, inpatient/outpatient services, home health services, hospice services, maternal services, and family clinics.

CSCDA partnered with Bank of America Merrill Lynch to underwrite the \$91,565,000 in tax-exempt bonds for RCH. The bonds were issued to refinance CSCDA's previously issued Series 2013 Bonds as well as finance improvements to RCH's facilities, including its operating rooms and emergency room.

About LEH LLC & California Baptist University

LEH LLC was formed in 2007 for the purpose of receiving, holding, and administering student housing facilities for the direct benefit of California Baptist University. The university is a California nonprofit corporation located in Riverside, organized to operate a private, accredited Christian university offering liberal arts undergraduate and graduate degrees.

CSCDA partnered with D.A. Davidson to underwrite the \$113,555,000 in tax-exempt bonds for the project. The bonds will be used to finance new student housing facilities for California Baptist University as well as refinance CSCDA's previously issued Series 2007A and Series 2010A bonds.

Background

CSCDA is a joint powers authority created in 1988 and is sponsored by the League of California Cities® and the California State Association of Counties. It was created by cities and counties for cities and counties. More than 500 cities, counties and special districts are program participants in CSCDA, which serves as their conduit issuer and provides access to efficiently finance locally-approved projects. CSCDA has issued more than \$50 billion in tax exempt bonds for projects that provide a public benefit by creating jobs, affordable housing, healthcare, infrastructure, schools and other fundamental services. Visit [CSCDA's website](#) for additional information on the ways in which CSCDA can help your city.

Help Set League Policy — Join a League Policy Committee

Dec. 2 Deadline to Request Presidential Appointment Fast Approaching

The League's [seven policy committees](#) comprise city officials from throughout California. Policy committees help develop League policy by reviewing legislation and participating in policy deliberations, suggesting broad new policy guidelines and studying key issues impacting cities.

Each policy committee addresses a different issue area.

- [Community Services](#): This committee is concerned with issues related to childcare, parks and recreation, libraries, cultural arts and community and human services programs.
- [Environmental Quality](#): This committee is concerned with all aspects of air and water quality, solid waste and recycling, hazardous materials, coastal issues, noise pollution, and CEQA. In addition, the committee is concerned with the issues related to energy and utilities.
- [Governance, Transparency and Labor Relations](#): This committee reviews state legislation as it relates to transparency, technology (open data), healthcare, elections and political reform. Additionally the committee oversees pension and workers compensation reform as well as other labor related issues.
- [Housing, Community and Economic Development](#): This committee is concerned with building regulations and code enforcement, community and economic development, urban renewal, housing, planning, zoning, incorporation, annexation and redevelopment.
- [Public Safety](#): This committee is concerned with law enforcement, fire and life safety policies including emergency communications, and emergency services including ambulance and disaster preparedness.
- [Revenue and Taxation](#): This committee is concerned with finance administration, taxation reform, revenue needs and revenue sources at the federal, state and local levels.
- [Transportation, Communication and Public Works](#): This committee is concerned with issues of transportation funding, construction, public works, telecommunications, and other related areas.

Over 400 elected and appointed city officials serve on policy committees, and thus participate directly in establishing League policy. They add their collective expertise, wisdom and opinions to the policy debate that is the foundation of League policy.

The recommendations from the policy committee are forwarded to the League's [board of directors](#). The time commitment involves three to four meetings, beginning in January and ending at the League's Annual Conference in the fall. Meeting locations rotate from statewide from northern to southern California locations.

How to Join a League Policy Committee

There are a few different ways to become a member of a policy committee. All policy committee appointments end at the conclusion of each year's annual conference. Reappointments are not automatic and must be annually requested.

Presidents of the League's [divisions, departments, and affiliates](#) make appointments to each of the committees. Each division has two appointments. Each department has one appointment.

The League president may appoint up to 16 members to each policy committee. Dec. 2 is the deadline to request a presidential appointment. If you are an elected or appointed city official and have previously determined that your division and department appointments have been filled, you may contact the League president in writing to request a presidential appointment.

Requests may be submitted via mail, email or fax to the League. Do not send the request directly to the League president. Email requests are suggested.

Please direct your request to Meg Desmond.

- Email: mdesmond@cacities.org.
- Fax: (916) 658-8240 Attention: Meg Desmond.
- Mail: 1400 K Street, Fourth Floor, Sacramento, CA 95814, Attention: Meg Desmond, Presidential Appointment Request

If you have questions or need assistance, please contact [Meg Desmond](#) (916) 658-8224.

California City Solutions: San Diego Partners With Youth to Educate the Community on Water Purification Technology

This story is part of an ongoing series featuring Helen Putnam Award entries. The 2016 entries are available on the League's website as a resource for cities in a searchable database called [California City Solutions](#). The Pure Water San Diego was submitted in 2016 for the [Ruth Vreeland Award for Engaging Youth in City Government](#) award category.

Pure Water San Diego raises awareness about a safe, reliable and cost-effective local drinking water supply using water purification technology. The education and outreach program includes a sizable youth engagement component which emphasizes partnerships with local schools and organizations.

The city of San Diego has limited local water sources and imports 85 percent of its water supply from the Colorado River and the Northern California Bay-Delta. Recurring drought, the potential for earthquakes, and the rising cost of imported water threaten San Diego's long-term water reliability. In order to address its water supply challenges, San Diego has worked for many years to develop a successful potable reuse program to treat wastewater through multiple steps to produce a safe local drinking water supply.

In the 1990s, the city launched a demonstration project to evaluate the possibility of making potable reuse a reality for San Diego. The San Diego City Council ultimately cancelled the project. Residents did not understand the water purification process and opponents used the phrase "toilet-to-tap" to describe the project, which contributed to the negative view of the technology.

Currently, the city of San Diego is moving forward with [Pure Water San Diego](#), a phased, multi-year potable reuse program that will provide one-third of San Diego's water supply locally by 2035. After several years of testing that confirmed the water purification process can produce a safe drinking water supply, the city is in the design phase for an initial full-scale water purification facility scheduled to come online in 2021.

A robust education and outreach program has proven to be key to the program's success, reversing misconceptions about the potable reuse and providing a vehicle for the city to communicate clear and accurate information to the public about the water purification process. A 2014 survey commissioned by the San Diego County Water Authority showed that 73 percent of San Diegans are now in favor of using advanced treated recycled water as part of the drinking water supply.

To ensure public support for the program remains steady as water purification facilities come online during the next 20 years, the city decided to make youth engagement a major component of the Pure Water San Diego education and outreach program. Collaborations with local schools

and organizations have been instrumental in raising awareness about the need for the Pure Water program now and into the future.

USD Partnership

San Diego partnered with the University of San Diego (USD) in fall 2014 and 2015 to teach students about the program and provide them the opportunity to develop outreach materials and recommendations for a real-world program. Students from USD's Small Group Communications class conducted surveys in the community to find out what information influences the public's perception of recycled water. They then worked in teams to create videos, infographics and social media hashtags to inform the selected demographics of young adults and mothers about Pure Water San Diego.

Media Days

Approximately 100 journalism students from eight high schools in the San Diego Unified School District attended Pure Water Media Days in February 2016 to learn about the program and participate in a challenge to develop a news package about it.

The agenda included a Pure Water Facility tour, a workshop on storytelling and photography, and panels on careers in the media and the water industry. Local reporters led the storytelling and media career sessions, and city staff, including chemists, water resource specialists and public information officers, led the water industry sessions. The day also included a dedicated session for the students to interview city staff, film their own reports and take B-roll footage.

Project SWELL Lesson

Since 2014, the city of San Diego has partnered with San Diego Coastkeeper and Think Blue San Diego to develop a lesson about Pure Water San Diego to include in the Project SWELL 5th grade "Water in San Diego" earth science curriculum for San Diego Unified School District. The goal of Project SWELL is to promote environmental stewardship among San Diego youth, while also enhancing science education opportunities for local students and providing resources for teachers.

The lesson plan guides teachers through a presentation that includes vocabulary, water cycle diagrams, videos about the water purification process and interviews with Pure Water program engineers. Students then work in small groups to do an interactive activity that models the three-step water purification process and takes water from dirty to purified.

Girl Scout Patch Program

Girl Scouts are some of the most frequent youth visitors to the Pure Water Facility. Brownies participate in the tours to fulfill part of the requirements for their Wonders of Water Journey patch, which tasks them with learning about water's importance in the world. In 2015, program staff created and began offering a unique Pure Water patch that can be earned by Girl Scouts of all ages. Scouts fulfill the requirements for the patch by participating in an interactive presentation about the program and touring the Pure Water Facility.

Through partnerships with the University of San Diego, San Diego Unified School District and the Girl Scouts of San Diego, the city of San Diego has enhanced and expanded its youth engagement and has taken a major step in ensuring that the next generation of San Diegans understand the water purification process and the program's benefits for San Diego. In 2015 alone, the Pure Water education and outreach program engaged more than 3,000 youth of all ages in program activities. Engaging youth has helped to also reach their families, friends and communities by extension.

The USD partnership received USD's 2015 Innovation in Community Engagement Award. The award is given to one professor/program annually that innovatively connects their expertise and scholarship with community outreach in ongoing ways that benefit the public, the campus and the scholarly community. The partnership was also featured in the November 2015 issue of the Journal AWWA and on USD's News Center website.

The USD students' feedback on the partnership was overwhelmingly positive; they were grateful for the opportunity to have a class assignment that helped them develop skills for their future careers. The city has used the materials and recommendations provided by the students to enhance its outreach strategy for the community. Additionally, one of the students who participated in the partnership was selected for and completed a three-month internship with the Pure Water outreach program.

To support the launch of the Pure Water Project SWELL lesson, 5th grade teachers were invited to attend a professional development session at the Pure Water Facility in November 2015 where they received a tour, were taught the curriculum and received a kit of lesson plans, presentations and activity supplies to aid in teaching their students.

Educating San Diegans from a young age has helped to develop understanding of and support for the Pure Water program. The youth the city is educating now will be adults and ratepayers by the time the Pure Water program reaches full build-out in 2035. Other cities can learn from San Diego how important youth outreach is for the success of a long-term government program, as well as what types of partnerships are the most successful.

Proposition 47 Grant Funding Now Available

Request for Proposals due Feb. 21, 2017

The Board of State and Community Corrections (BSCC) has released its [BSCC Proposition 47 Request for Proposals \(RFP\)](#). Approximately \$103.5 million will be available over the 38-month grant period that runs June 16, 2017 through Aug. 15, 2020. Proposals are due Feb. 21, 2017.

Additional Grant Details

Consistent with the legal requirements in [Prop. 47](#) and [AB1056 \(Atkins\)](#), grant funds must be used for mental health services, substance use disorder treatment, diversion programs, or some combination thereof. In addition to these required services and programs, applicants are encouraged to provide supplemental housing-related services and other community-based supportive services.

This RFP is restricted to public agencies. A public agency is defined as:

- Public agency means a county, city, whether a general law city or a chartered city, or city and county, the duly constituted governing body of an Indian reservation or Rancheria, a school district, municipal corporation, district, political subdivision, or any board, commission, or agency thereof, entities that are legislative bodies of a local agency pursuant to subdivision (c) or (d) of Section 54952 of the Government Code, a housing authority organized pursuant to Part 2 (commencing with Section 34200) of Division 24 of the Health and Safety Code, a state agency, public district, or other political subdivision of the state, or any instrumentality thereof, which is authorized to engage in or assist in the development or operation of housing for persons and families of low or moderate income. (Pen. Code, §6046.1, subd. (c).)

Public agencies must agree to commit a minimum of 50 percent of the grant funds requested to one or more non-governmental community partners.

BSCC's [Prop. 47 webpage](#) provides additional background, information and a link to the RFP flyer.

BSCC's [Prop. 47 FAQ](#) provides additional details about the initiative, AB 1056 and the funding.