

City of Carpinteria
City Council Regular Meeting Agenda
Monday, October 11, 2021
Council Chamber, 5775 Carpinteria Avenue

5:30 p.m. Regular Meeting
In-Person and Virtual Participation Options

*Amended Agenda

IN RESPONSE TO THE GOVERNOR'S ISSUANCE OF EXECUTIVE ORDER N-07-21, WHICH FORMALLY RESCINDED CALIFORNIA'S STAY-AT-HOME ORDER ISSUED LAST IN MARCH 2020, EXECUTIVE ORDER N-08-21, AND SANTA BARBARA COUNTY HEALTH OFFICER ORDER 2021-10.3, THE CITY OF CARPINTERIA HAS MADE THE DECISION TO PROVIDE BOTH IN-PERSON AND VIRTUAL ATTENDANCE AND PARTICIPATION OPTIONS AVAILABLE FOR THIS MEETING.

To minimize the potential spread of the COVID-19 virus, the County of Santa Barbara is requiring all individuals to wear face coverings while inside City Council Chambers, regardless of vaccination status.

Attendance/Viewing Options:

- Attend the in-person meeting in City Council Chambers at City Hall (5775 Carpinteria Ave.) Please note that, per Health Officer Order 2021-10.3, the County of Santa Barbara requires all individuals to wear face coverings while indoors, regardless of vaccination status.
- View the meeting live through the City's website (<https://carpinteria.ca.us/city-hall/agendas-meetings>) on your computer, tablet or smartphone.
- View the meeting on Government Access Television Channel 21 (broadcast live and rebroadcast on the Wednesday and the Saturday following the meeting at 8:00 p.m. and 5:00 p.m., respectively).
- Call 669-900-9128 (and enter Webinar ID 889 0390 2262) to listen to the meeting on your phone.
- Join the City's Zoom webinar from your computer, tablet, or smartphone by [CLICKING HERE](#). Alternatively, you can join the Zoom webinar by logging on to www.zoom.us, downloading the application, selecting "Join Meeting", and entering Webinar ID 889 0390 2262.

Public Comments

- Provide a live public comment during the in-person meeting in City Council Chambers at City Hall (5775 Carpinteria Ave.). Please note the City has the

discretion to limit the speaker's time for any meeting or agenda matter. Typically, the practice has been 3 minutes per speaker on each item. Regardless of vaccination status, individuals providing in-person public comment are required to wear face coverings while inside the City Council Chambers, including while providing public comment. If you fall under the exemption criteria for wearing a face covering indoors per Health Officer Order 2021-10.3, the City strongly recommends you provide public comment through one of the alternative means provided below.

- Coordinate with the City Clerk to provide a live public comment (as either a general public comment or on a specific agenda item) by phone by sending an email to PublicComment@ci.carpinteria.ca.us by **12:00 P.M. on the day of the meeting** and including the following information in your email: (1) the meeting date and agenda item (number and title) on which you wish to speak, (2) your full name, (3) your call back number and area code. During public comment on the agenda item specified in your email, City staff will make every effort to contact you via your provided telephone number so that you can provide public comment telephonically. Please note the City has the discretion to limit the speaker's time for any meeting or agenda matter. Typically, the practice has been 3 minutes per speaker on each item.
- Provide a live comment through the City's Zoom webinar platform (through the link provided above). To make public comments through this platform please use the "raise your hand" feature to notify staff that you would like to make a public comment during designated public comment times. Once it is your turn to provide a public comment, staff will unmute your microphone and you will be given a designated amount of time to provide your comment (typically, the practice has been up to 3 minutes per speaker on each item). At the end of your comment, staff will once again mute your microphone.
- Submit a written comment (as either a general public comment or on a specific agenda item) to be distributed to Council Members by **12:00 P.M. on the day of the meeting** by either submitting your comment via (1) email to PublicComment@ci.carpinteria.ca.us, or (2) the **eComment** link on the City's agenda website (<https://carpinteria.ca.us/city-hall/agendas-meetings>). Please reference the agenda item to which your comment pertains. Note that written comments will not be read into the record during the meeting.

Please note that the City will make every effort to make the meeting accessible virtually; however, if one of the above virtual attendance/viewing or public comment options is unavailable due to technological issues, you are invited to take advantage of one of the other participation options outlined above (including attending and providing public comment in-person in the City Council Chambers). Additional options may be made available at the meeting.

Additionally, as the situation with COVID-19 continues to evolve, the City will provide updates on any changes to this policy as soon as possible. The public is referred to the

City's website at www.carpinteria.ca.us for the latest COVID-19 policies and information. The City of Carpinteria thanks you in advance for taking all precautions to prevent spreading the COVID-19 virus.

Also, please note that Spanish interpretation will be available at the in-person meeting (but will not be available through the City's Zoom webinar).

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

INTRODUCTIONS, PROCLAMATIONS AND PRESENTATIONS

PUBLIC INFORMATION REPORTS AND ANNOUNCEMENTS

This may include updates on law enforcement activity within the City from a Sheriff's Office representative.

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.

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.

CONSENT CALENDAR:

1. Approve the minutes of the regular City Council meeting of September 27, 2021.
2. Receive and file the Expenditures for the period beginning September 18, 2021 and ending October 1, 2021.
3. Adoption of the attached Resolution No. 6075, authorizing a change of signature on City bank accounts.

ADMINISTRATIVE MATTERS: NONE

4. Authorize the City Manager to execute Amendment No. 1 to the Agreement with LIN Consulting, Inc. for adding Project No. 15125 – Carpinteria High School Crosswalk Safety Improvements Project.

Recommendation: (1) Authorize the City Manager to execute Amendment No. 1 to the Agreement with LIN Consulting, Inc. for adding Project No. 15125 – Carpinteria High School Crosswalk Safety Improvements Project in an amount not-to-exceed \$129,880 thereby extending the term to June 30, 2022 and increasing the maximum Agreement amount to \$199,316.10 and (2) Approve a budget appropriation of \$97,000 from the Measure A Fund Available Fund Balance to Capital Improvements Project Fund Expense Account No. 301-403-5780 for Project No. TR-21-003 and the associated transfer.
(This motion requires a roll call vote.)

Staff Presenter: John L. Ilasin, Public Works Director

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

5. Purchase of Backhoe Loader Equipment.

Recommendation: Authorize the City Manager to purchase a backhoe loader equipment from Quinn Company in an amount not to exceed \$124,500.
(This motion requires a roll call vote.)

Staff Presenter: John L. Ilasin, Public Works Director

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

PUBLIC HEARING: NONE

OTHER BUSINESS:

6. Presentation on the Emergency Housing Voucher Program in Santa Barbara County and response to a related funding request.

Recommendation: Receive the status report and direct staff to include the requested supportive services funding as a part of City budgeting for use of American Recovery Plan Act revenue in an amount equal to the City's pro rata share of the expense (currently estimated at \$60,000).

Staff Presenter: Dave Durflinger, City Manager

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

7. Report on off-leash dog park pilot program at El Carro Park.

*Recommendation: (1) Receive and file the report on off-leash dog park pilot program; and (2) staff recommends the Program be continued for another year with adjustments. These adjustments include amending the sign program to define a 30 foot buffer for the western most area of the park, and improving communications with dog owners about park rules.

Staff Presenter: Matt Roberts, Parks, Recreation & Public Facilities Director

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

8. Consideration of a status report for the property located at 399 Linden Avenue (APN: 004-105-026, 028) (Property).

Recommendation: Receive and file this status report.

Staff Presenter: Matt Roberts, Parks, Recreation & Public Facilities Director

- a. Staff Report
- b. Public Comment

c. City Council Determination

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.

TEMPORARY ADJOURNMENT FOR THE PURPOSE OF HOLDING THE MONTHLY MEETING OF THE CARPINTERIA LIBRARY BOARD OF TRUSTEES

RECONVENE THE REGULAR MEETING OF THE CITY COUNCIL

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) (Clark/Alt. Carty)
- b. California Joint Powers Insurance Authority (CJPIA) (Clark/Alt. Carty)
- c. Channel Counties Division, League of California Cities (Nomura/Alt. Lee)
- 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 Affordable Housing Task Group (Carty & Alarcon)
- g. Santa Barbara County Elected Leaders Forum to Address Homelessness (Clark/Alt. Alarcon)
- h. Home for Good of Santa Barbara County (Clark/Alt. Alarcon)
- i. South Coast Youth Safety Partnership (Lee & Alarcon)
- J. Central Coast Community Energy (3CE) (Nomura/Alt. Goleta)
- k. Multijurisdictional Solid Waste Task Group (Lee/Alt. Alarcon)

2. Joint and Standing Committees

- a. City Council/Economic Vitality Committee (Carty & Lee)
- b. City Council/Public Safety Committee (Clark & Nomura)
- c. City Council/School Board Committee (Lee & Alarcon)
- d. City Council/Utilities Committee (Lee & Nomura)
- e. City Council/First District Supervisor Committee (Lee & Carty)
- f. City Council Finance/Budget Committee (Carty & Clark)

- g. Transportation Committee (Lee & Clark)
 - h. Development Review Committee (Joint Committee membership from City Council, Planning Commission and Architectural Review Board) (CC: Clark & Nomura/Alt. Carty) (PC: Benefield and Callender) (ARB: Reginato and Stein)
 - i. General Plan and Coastal Plan Update Committee (Joint Committee membership from City Council and Planning Commission) (Clark & Lee) (PC: Allen/Callender)
 - j. Public Facility Site Acquisition/Development Committee (Carty & Nomura)
3. Ad Hoc Committees
- a. Library Committee (Lee & Alarcon/Alt. Carty)
 - b. District Elections Committee (Alarcon & Clark)
 - c. COVID-19 Communications Committee (Clark & Nomura)
 - d. COVID-19 Recovery Committee (Carty & Lee)
 - e. Racial Equity and Social Justice Program Planning Committee (Nomura & Alarcon)
 - f. Harbor Seal Advisory Committee (Clark & Lee)
4. City Representatives on other Committees
- a. Community Media Access Center (Gary Dobbins)
 - b. Santa Barbara Mosquito and Vector Management District (Vacant)
 - c. Santa Barbara Metropolitan Transit District (Chuck McQuary)
 - d. County Library Advisory Committee (Gail Marshall)

ATTENDANCE OF COUNCILMEMBERS FOR FUTURE MEETINGS

ADJOURNMENT

The next regular meeting of the City Council will be held October 25, 2021 at 5:30 p.m.

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 755-4403 or the California Relay Service at (866) 735-2929. Notification two business days prior to the meeting will enable the City to make reasonable arrangements for accessibility to this meeting.

Materials related to an agenda item submitted to the City Council after distribution of the agenda packet are available for public review at the City Clerk's Office.

This agenda was posted on Wednesday, October 6, 2021, in the City Clerk's Office, on the City Hall Public Notices Window, and on the Internet.

**City of Carpinteria
City Council Minutes
Regular Meeting
Monday, September 27, 2021**

In-Person and Virtual

Acting City Clerk Brian C. Barrett noted for the record that in response to the Governor's Executive Orders N-07-21 and N-08-21, the City of Carpinteria has made the decision to provide both in-person and virtual attendance and participation options available to the public for this meeting and additionally noted the protocols by which the public could participate and should one of the virtual attendance/viewing or public comment options be unavailable due to technological issues, the public is invited to take advantage of one of the other participation options available.

CALL TO ORDER

Mayor Nomura called the meeting to order at 5:30 pm.

ROLL CALL

Councilmembers present:

Councilmember Natalia Alarcon
Councilmember Gregg A. Carty
Councilmember Roy Lee
Vice Mayor Al Clark
Mayor Wade T. Nomura

Staff members present:

Dave Durflinger, City Manager
Jena Shoaf Acos, on behalf of Brownstein Hyatt Farber
Schreck, LLP acting as City Attorney of the City
of Carpinteria
Brian C. Barrett, Acting City Clerk
Laura Hernández, Human Resources/Risk Manager
Amber Workman, Aquatics Superintendent
John L. Ilasin, Public Works Director
Jason Dane, Engineering Technician

PLEDGE OF ALLEGIANCE

INTRODUCTIONS, PROCLAMATIONS AND PRESENTATIONS

1. Retirement Recognition for Kevin Silk, Assistant to the City Manager.

The City Council and City Manager Durflinger congratulated Mr. Silk on his retirement and thanked him for his dedicated service to the community. Mr. Silk thanked the City Council and staff. Mayor Nomura and the City Council presented Mr. Silk with a City tile and a special City Council commendation.

PUBLIC INFORMATION REPORTS AND ANNOUNCEMENTS

Lieutenant Butch Arnoldi with the Santa Barbara County Sheriff's Department provided an update on crime in the City.

CITY MANAGER'S REPORT

- Human Resources/Risk Manager Hernández introduced new City employee Amber Workman who was hired as the Aquatics Superintendent in the Parks, Recreation & Public Facilities Department.
- Public Works Director Ilasin introduced new City employee Jason Dane who was hired as the Engineering Technician in the Public Works Department.
- City Manager Durflinger noted that there was a system-wide service disruption to City Hall's phone system. He indicated that the phoneline appears to be working, but if it failed again, an alternative phone number would be made available and announced on the City's website.
- City Manager Durflinger reported that First District Supervisor Das Williams, Supervisor Gregg Hart, Assembly Member Steve Bennett, and Senator Monique Limón presented a \$1,050,000 check from the State of California to the County of Santa Barbara and the City of Carpinteria this morning to pay for remediation of defunct oil pipelines left by Venoco following its bankruptcy.

Mayor Nomura added that the City would be receiving \$500,000 of the \$1,050,000 check presented.

Councilmember Alarcon asked for an update on the District Election Workshops held the previous week.

City Manager Durflinger explained that three hybrid workshops were held on communities of interest to educate and engage citizens to draw communities of interest. He noted that soon residents will be able to draw district maps using the software mapping system on the City's dedicated district elections website. He also said that all maps whether software-drawn maps or paper placemat-sized maps will all be considered by the City Council.

PRESENTATIONS BY CITIZENS / PUBLIC COMMENT

Speakers in-person: Gary Dobbins

Mr. Dobbins presented Councilmember Carty with a recognition award for his many years serving on the Avocado Festival Board of Directors. Councilmember Carty thanked the Avocado Board of Directors and expressed his appreciation.

Speakers via Zoom: Mike Wondolowski

In response to Mr. Wondolowski's comments regarding Councilmember Carty's comments during the agenda item on Short Term Rentals at the September 13th City Council meeting, Councilmember Carty disclosed that he had no contact with the owners of that property.

AGENDA MODIFICATIONS: NONE

CONSENT CALENDAR:

Motion by Councilmember Lee, seconded by Councilmember Alarcon, to approve the Consent Calendar Item Nos. 2 through 5. The roll call vote was as follows:

AYES: Councilmember Alarcon, Councilmember Carty, Councilmember Lee, Vice Mayor Clark, and Mayor Nomura
NOES: None
ABSENT: None
ABSTAIN: None

The motion carried unanimously.

2. Approve the minutes of the regular City Council meeting of September 13, 2021.
3. Receive and file the Expenditures for the period beginning September 4, 2021 and ending September 17, 2021.
4. Receive and file the Contracts Executed by the City Manager on behalf of the City for the Period of July 21, 2021 through September 21, 2021.
5. Receive and file the Monthly City Treasurer's Report on Compliance with Statement of Safekeeping and Investment of Public Funds.

ADMINISTRATIVE MATTERS: NONE

PUBLIC HEARING: NONE

OTHER BUSINESS:

6. Status Report concerning Memorandum of Understanding discussions between the City, Housing Authority of Santa Barbara County and County of Santa

Barbara concerning multi-family residential development on property at 1101 and 1103 Bailard Avenue, and related response.

Recommendation: Receive the status report and suspend indefinitely further discussions on the MOU.

Staff Presenter: Dave Durflinger, City Manager

Speakers via Zoom: Mike Wondolowski

Motion by Vice Mayor Clark, seconded by Councilmember Lee, to receive the status report and direct staff to suspend indefinitely further MOU discussions and return to the City Council with a letter of protest to the County Board of Supervisors regarding the Council's issues about the project and in particular, the land use issues.

City Manager Durflinger identified that the County Housing Authority has its own Board of Directors and suggested Vice Mayor Clark amend the motion to include a letter to the County Housing Authority's Board of Directors in addition to the County Board of Supervisors.

Mayor Nomura recommended also including in the amended motion for staff to report on additional actions the Council could take regarding the project. Vice Mayor Clark suggested providing more information on how the public could be involved with this project. Mayor Nomura noted that Vice Mayor Clark's suggestion be included with staff recommendations at a future Council meeting.

Vice Mayor Clark amended the motion and Councilmember Lee seconded the amended motion to receive the status report and direct staff to suspend indefinitely further MOU discussions and return to the City Council with a letter of protest to the County Board of Supervisors and the County Housing Authority's Board of Directors regarding the Council's issues about the project and in particular, the land use issues as well as seek additional actions the Council could take regarding the project such as providing more information on how the public could get involved. The roll call vote was as follows:

AYES: Councilmember Alarcon, Councilmember Carty, Councilmember Lee, Vice Mayor Clark, and Mayor Nomura
NOES: None
ABSENT: None
ABSTAIN: None

The motion carried unanimously.

7. Sheriff's Department Annual Report on Law Enforcement Services

Recommendation: Receive and file report.

Staff Presenter: Lt. Ugo Arnoldi, Santa Barbara Sherriff's Office

Lt. Arnoldi introduced new South County Operations Division Commander Darin Fotheringham. Commander Fotheringham spoke about his previous assignments with the City of Carpinteria.

There was no public comment.

Motion by Vice Mayor Clark, seconded by Councilmember Lee, to receive and file report. The roll call vote was as follows:

AYES: Councilmember Alarcon, Councilmember Carty, Councilmember Lee, Vice Mayor Clark, and Mayor Nomura
NOES: None
ABSENT: None
ABSTAIN: None

The motion carried unanimously.

LEGISLATIVE UPDATE:

City Manager Durflinger reported that Governor Newsom signed SB 8, 9 and 10. He noted that staff would report back on that legislation.

COMMITTEE REPORTS, INQUIRIES AND OTHER MATTERS PRESENTED BY COUNCILMEMBERS

Mayor Nomura reported on the League of California Cities Annual Conference which Councilmember Alarcon, City Manager Durflinger, and himself attended. He spoke about the actions the League took such as (1) the online sales tax equity where the 1% sales tax that went to local cities that had a fulfillment center would be distributed to cities throughout California and (2) securing railroad property maintenance which would allow more funding to ensure that homeless debris and pollution don't enter local waterways.

Councilmember Alarcon acknowledged that the Conference was very useful and that she attended sessions about how cities can pass policies to be more environmentally friendly, more energy efficient, and be diverse and equitable.

City Manager Durflinger stated he would prepare a memo on what he learned during the Conference and provide to the Council and staff.

ATTENDANCE OF COUNCILMEMBERS FOR FUTURE MEETINGS

All Councilmembers are expected to be in attendance at the next regular City Council meeting of October 11th.

ADJOURNMENT

Mayor Nomura adjourned the meeting at 7:18 p.m.

Wade T. Nomura, Mayor

ATTEST:

Brian C. Barrett, Acting City Clerk



City of Carpinteria

COUNCIL AGENDA STAFF REPORT October 11, 2021

ITEM FOR COUNCIL CONSIDERATION

Expenditures for the period beginning September 18, 2021 and ending October 1, 2021.

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

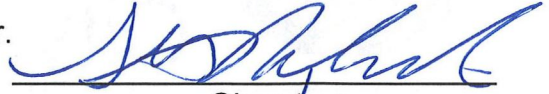
Attachment A: Warrant Register for the period beginning September 18, 2021 and ending October 1, 2021.

Staff contact: Ashley Chaparro, Sr. Financial Analyst
(805) 880-3406, AshleyC@ci.carpinteria.ca.us



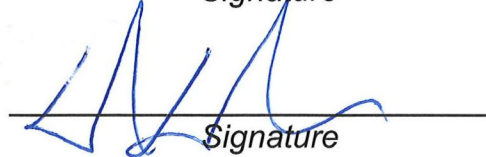
Signature

Staff contact: Licette Maldonado, Admin Services Dir.
(805) 755-4448, LicetteM@ci.carpinteria.ca.us



Signature

Reviewed by: Dave Durlinger, City Manager
(805) 755-4400, DaveD@ci.carpinteria.ca.us



Signature



Warrant Register

City of Carpinteria

Date Range: 09/18/2021 - 10/01/2021

Payable #	Vendor Name Payable Type	Post Date	Payment Date Payable Description	Payment Type	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
INV0002807	DAVID DURFLINGER Invoice	09/20/2021	09/20/2021 MEAL PER DIEM-LEAGUE OF CA CITIES CONFERENCE	Regular	178.00	100054
INV0002808	NATALIA ALARCON Invoice	09/20/2021	09/20/2021 MEAL PER DIEM-LEAGUE OF CA CITIES CONFERENCE	Regular	178.00	100055
INV0002809	NOMURA, WADE Invoice	09/20/2021	09/20/2021 MEAL PER DIEM-LEAGUE OF CA CITIES CONFERENCE	Regular	178.00	100056
INV0002824	ADELE GOGGIA Invoice	09/23/2021	09/23/2021 Pay Period #19	Regular	1,200.00	100057
INV0002834	SEIU LOCAL 620 Invoice	09/23/2021	09/23/2021 Employee Union Dues Contribution	Regular	236.59	100058
INV0002835	UNITED WAY OF SANTA BARBARA COUNTY Invoice	09/23/2021	09/23/2021 Employee United Way Contribution	Regular	24.00	100059
INV0002825	VANTAGEPOINT TRANSFER AGENTS - 457 Invoice	09/23/2021	09/23/2021 ICMA Employee Contributions	Regular	4,997.08	100060
INV0002826	Invoice	09/23/2021	ICMA Employee Contributions			
INV0002827	Invoice	09/23/2021	Deferred Compensation Contribution			
586693	BIG GREEN CLEANING COMPANY Invoice	09/23/2021	09/23/2021 EMERGENCY CLEAN UP AT 9TH ST BATHROOMS	Regular	135.00	100061
77364	CANNON Invoice	09/23/2021	09/23/2021 JUL21 PERMIT COMPLIANCE INSPECTIONS	Regular	3,364.50	100062
77368	Invoice	09/23/2021	JUL21 PLAN CHECKS FOR FAITH LUTHERAN CHURCH			
77576	Invoice	09/23/2021	AUG21 PERMIT COMPLIANCE INSPECTIONS			
77577	Invoice	09/23/2021	AUG21 PROJECT MANAGEMENT FOR FAITH LUTHERAN			
77578	Invoice	09/23/2021	AUG21 PLAN CHECKS FOR FAITH LUTHERAN CHURCH			
77579	Invoice	09/23/2021	AUG21 CONSTRUCTION INSPECTIONS FOR 4285 CARP			
77580	Invoice	09/23/2021	AUG21 PLAN CHECKS FOR 477 CONCHA LOMA			
27348606	CANON FINANCIAL SERVICES, INC Invoice	09/23/2021	09/23/2021 SEP21 FOR CANON 5760 & CANON 6275	Regular	1,249.52	100063
57455	COASTAL VIEW NEWS Invoice	09/23/2021	09/23/2021 ABOP DISPLAY ADVERTISING 09/09/21	Regular	576.00	100064
57461	Invoice	09/23/2021	RE-DISTRICTING DISPLAY ADVERTISING 09/09/21			
INV1243638	DASH MEDICAL GLOVES Invoice	09/23/2021	09/23/2021 GLOVES FOR PUBLIC WORKS SHOP	Regular	235.33	100065
7138	EASY LIFT TRANSPORTATION Invoice	09/23/2021	09/23/2021 SEP21 COMMUNITY TRANSPORTATION SERVICES	Regular	1,000.00	100066
5081544	FORD OF VENTURA Invoice	09/23/2021	09/23/2021 REAR LAMP FOR COMMUNITY DEV FORD F-150 #250	Regular	161.11	100067
1094707	HOME DEPOT CREDIT SERVICES Invoice	09/23/2021	09/23/2021 STORAGE TUBS FOR NEW BANNERS, BLADES FOR SHOP	Regular	97.08	100068
71968	IMPULSE ADVANCE COMMUNICATIONS Invoice	09/23/2021	09/23/2021 SEPTEMBER 2021 PHONE SERVICES STATEMENT	Regular	1,607.62	100069
	INTERWEST CONSULTING GROUP		09/23/2021	Regular	880.00	100070

Warrant Register

Date Range: 09/18/2021 - 10/01/2021

Payable #	Vendor Name Payable Type	Post Date	Payment Date Payable Description	Payment Type	Payment Amount	Number
72164	Invoice	09/23/2021	AUG21 ENGINEERING SERV. FOR CROSSWALK IMPROVEMENTS			
984457	MCCORMIX CORP Invoice	09/23/2021	09/23/2021 FUEL FOR CITY VEHICLES	Regular	211.20	100071
515502715	MISSION UNIFORM SERVICE Invoice	09/23/2021	09/23/2021 MAT REPLACEMENT, UNIFORM CLEANING 9/13/21	Regular	133.18	100072
515502716	Invoice	09/23/2021	MAT & TOWEL REPLACEMENT 9/13/21			
INV0002810	PLANNING & DEVELOPMENT-COUNTY OF SAN Invoice	09/23/2021	09/23/2021 JUL21 COUNTY PLANNING CHECKS FOR RINCON MULTIUSE	Regular	253.00	100073
65804204	PRAXAIR Invoice	09/23/2021	09/23/2021 CUTTING TORCH	Regular	138.87	100074
7900 0110 3770 54	QUADIENT FINANCE USA INC Invoice	09/23/2021	09/23/2021 POSTAGE FOR CITY HALL 8/22, 9/10	Regular	1,000.00	100075
571	RRM DESIGN GROUP Invoice	09/23/2021	09/23/2021 AUG21 DOWNTOWN DESIGN OVERLAY PROGRAM SERVICES	Regular	4,601.25	100076
09/16/2021	SANTA BARBARA COUNTY PUBLIC HEALTH DE Invoice	09/23/2021	09/23/2021 MANAGEMENT OF TOBACCO RETAILER PROGRAM	Regular	5,685.00	100077
38828398	SHOWSCAPES Invoice	09/23/2021	09/23/2021 IRRIGATION REPAIRS AT PUBLIC PARKING ON FIFTH ST	Regular	390.00	100078
AUG21 700163777	SO CA EDISON Invoice	09/23/2021	09/23/2021 ELECTRICITY-6145 CARPINTERIA AVE	Regular	45.72	100079
AUG21 700333892	Invoice	09/23/2021	ELECTRICITY-5781 CARPINTERIA AVE			
3486553285	STAPLES ADVANTAGE Invoice	09/23/2021	09/23/2021 WHITE-OUT, SHARPIES, INK	Regular	376.58	100080
3486928316	Invoice	09/23/2021	SHARPIES, 11X17 COPY PAPER			
29835	THE FLAG FACTORY Invoice	09/23/2021	09/23/2021 "CITY OF CARPINTERIA" FLAG FOR LINDEN AVE	Regular	70.85	100081
1006	TKM ENGINEERING Invoice	09/23/2021	09/23/2021 RESEARCH & REPORTING FOR TSC	Regular	1,295.00	100082
176554	WEST COAST ARBORISTS, INC. Invoice	09/23/2021	09/23/2021 TREE MAINTENANCE 08/16/2021-08/31/2021	Regular	16,887.00	100083
2021-0376	ZWORLD GIS Invoice	09/23/2021	09/23/2021 MAPPING/GIS SERVICES	Regular	2,500.00	100084
42793	ACCESS CONTROL SECURITY, INC. Invoice	09/23/2021	09/23/2021 SECURITY AT VETS HALL EVENT 9/04/2021	Regular	240.00	100085
21392	AG ENT INC Invoice	06/30/2021	09/23/2021 TEST FEBCO AT POOL	Regular	455.00	100086
21444	Invoice	09/23/2021	TEST FEBCO AT HEATH PARK BF TEST			
21546	Invoice	09/23/2021	TEST FEBCO AT MEMORIAL PARK BF TEST			
21548	Invoice	09/23/2021	TEST FEBCO AT EL CARRO PARK BF TEST			
INV0002842	BENJAMIN GARCIA Invoice	09/23/2021	09/23/2021 REFUND OF VETS HALL RESERVATION AND CLEANING DEPOS	Regular	300.00	100087
585729	BIG GREEN CLEANING COMPANY Invoice	09/23/2021	09/23/2021 SEP21 CONTRACTED CLEANING SERVICE-5103 CARP AVE	Regular	7,632.00	100088
585730	Invoice	09/23/2021	SEP21 CONTRACTED CLEANING SERVICE-CITY & VETS HALL			
585736	Invoice	09/23/2021	SEP21 CONTRACTED CLEANING SERVICE-PUBLIC RESTROOMS			
586692	Invoice	09/23/2021	JANITORIAL SERVICES AT VETS HALL 8/19/21			
	CANNON		09/23/2021	Regular	532.50	100089

Warrant Register

Date Range: 09/18/2021 - 10/01/2021

Payable #	Vendor Name Payable Type	Post Date	Payment Date Payable Description	Payment Type	Payment Amount	Number
77366	Invoice	09/23/2021	JUL21 PLAN CHECKS FOR NEW OFFICE BUILDING			
	KEYSER MARSTON ASSOCIATES, INC.	09/23/2021	09/23/2021	Regular	3,915.00	100090
0035520	Invoice	06/30/2021	MAR21 PROFESSIONAL SERVICES FOR SURFLINER INN			
	MEARS DESIGN GROUP	09/23/2021	09/23/2021	Regular	800.00	100091
2102	Invoice	09/23/2021	SEP21 CONSTRUCTION DOCUMENT FOR SKATE PARK			
	PRIESTMAN ELECTRIC	09/23/2021	09/23/2021	Regular	325.97	100092
9314	Invoice	09/23/2021	INSTALL REMOTE SMART SWITCH AT CITY HALL FOR LIGHT			
	SHOWSCAPES	09/23/2021	09/23/2021	Regular	1,126.50	100093
38828397	Invoice	09/23/2021	IRRIGATION REPAIRS AT MEMORIAL PARK 8/26/2021			
38828399	Invoice	09/23/2021	IRRIGATION REPAIRS AT CREEK PARK 9/8/2021			
	WAXIE SANITARY SUPPLY	09/23/2021	09/23/2021	Regular	652.40	100094
80280449	Invoice	09/23/2021	BATHROOM SUPPLIES FOR CITY HALL & PARKS			
	AFLAC	09/30/2021	09/30/2021	Regular	648.05	100095
255219	Invoice	09/30/2021	SEPTEMBER 2021 EMPLOYEE PREMIUMS			
	AG ENT INC	09/30/2021	09/30/2021	Regular	170.00	100096
21544	Invoice	09/30/2021	BACKFLOW TEST AT 5TH ST PARKING LOT 08/11/21			
21545	Invoice	09/30/2021	BACKFLOW TEST AT YUCCA LANE 08/12/21			
	AQUASOURCE	09/30/2021	09/30/2021	Regular	395.30	100097
401292	Invoice	09/30/2021	LEVEL SWITCH, VALVES FOR POOL ADA LIFT			
	BAY ALARM	09/30/2021	09/30/2021	Regular	186.75	100098
544852210915M	Invoice	09/30/2021	POOL ALARM SERVICES 10/01/2021-01/01/2022			
	BROWNSTEIN HYATT FARBER SCHRECK	09/30/2021	09/30/2021	Regular	36,615.50	100099
859461	Invoice	09/30/2021	PROFESSIONAL LEGAL SERVICES THROUGH 08/31/21			
859462	Invoice	09/30/2021	PROFESSIONAL LEGAL SERVICES THROUGH 08/31/21			
	CANNON	09/30/2021	09/30/2021	Regular	2,374.25	100100
77565	Invoice	09/30/2021	AUG21 CARPINTERIA FEMA CRS APPLICATION			
	DALE REDFIELD	09/30/2021	09/30/2021	Regular	327.25	100101
09/16/21	Invoice	09/30/2021	LIBRARY CONSULTANT SERVICES-09/06/21 TO 09/15/21			
	DAVID HERNANDEZ	09/30/2021	09/30/2021	Regular	138.00	100102
INV0002844	Invoice	09/30/2021	MEAL PER DIEM-2021 CACEO ANNUAL SEMINAR			
	HDL SOFTWARE, LLC	09/30/2021	09/30/2021	Regular	45.00	100103
SIN011515	Invoice	09/30/2021	PROCESSING OF RENEWALS & NEW BUSINESS LICENSES			
	MCCORMIX CORP	09/30/2021	09/30/2021	Regular	102.45	100104
985015	Invoice	09/30/2021	FUEL FOR CITY VEHICLES			
	RON ALONZO	09/30/2021	09/30/2021	Regular	138.00	100105
INV0002845	Invoice	09/30/2021	MEAL PER DIEM-2021 CACEO ANNUAL SEMINAR			
	S & L SAFETY PRODUCTS	09/30/2021	09/30/2021	Regular	161.63	100106
454241	Invoice	09/30/2021	GLOVES FOR PUBLIC WORKS SHOP			
	SO CA EDISON	09/30/2021	09/30/2021	Regular	7,106.78	100107
SEP21 7002471406	Invoice	09/30/2021	ELECTRICITY-1 CARPINTERIA TC1			
SEP21 7002913694	Invoice	09/30/2021	ELECTRICITY-MULTIPLE LOCATIONS			
SEP21 700465507C	Invoice	09/30/2021	ELECTRICITY-4950 9TH ST BT HM			
	THE FLAG FACTORY	09/30/2021	09/30/2021	Regular	434.13	100108
29800	Invoice	09/30/2021	USA & CA FLAGS FOR DOWNTOWN "T"			
	TRANSAMERICA EMPLOYEE BENEFITS	09/30/2021	09/30/2021	Regular	696.35	100109
2504340989	Invoice	09/30/2021	SEPTEMBER 2021 EMPLOYEE PREMIUMS			

Warrant Register

Date Range: 09/18/2021 - 10/01/2021

Payable #	Vendor Name Payable Type	Post Date	Payment Date Payable Description	Payment Type	Payment Amount	Number
1690	WATER GEAR INC Invoice	09/30/2021	09/30/2021 SWIM CAPS, GOGGLES, & BUOYS FOR POOL RESALE	Regular	1,658.69	100110
8984379	WESTERN EXTERMINATOR COMPANY Invoice	09/30/2021	09/30/2021 SEPTEMBER 21 PEST CONTROL AT VETS HALL	Regular	60.00	100111
74198756	WEX BANK (CHEVRON) Invoice	09/30/2021	09/30/2021 SEP21 FUEL FOR CITY VEHICLES	Regular	1,349.51	100112



City of Carpinteria

COUNCIL AGENDA STAFF REPORT October 11, 2021

ITEM FOR COUNCIL CONSIDERATION

Adoption of the attached Resolution No. 6075, authorizing a change of signature on City bank accounts.

STAFF RECOMMENDATION

Action Item X Non-Action Item

Adopt Resolution No. 6075, authorizing a change of signatures on City bank accounts.

Sample Motion: I move adoption of Resolution No. 6075, as read by title only.

BACKGROUND / DISCUSSION

A recent staff changes necessitate a corresponding change in the signature authorization on City bank accounts. All the names and positions are the same as prior with the exception of removing Fidela Garcia and Ashley Chaparro.

POLICY CONSISTENCY

The City's approved signature authorities on City bank accounts were last reviewed and adopted per Resolution No. 5921, on November 12, 2019.

FINANCIAL CONSIDERATIONS

None

LEGAL

None

PRINCIPAL PARTIES EXPECTED AT MEETING

Unknown

ATTACHMENTS

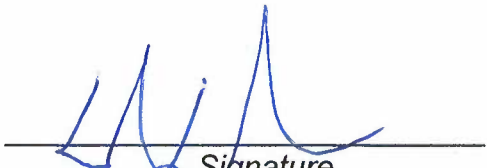
A. Resolution No. 6075

Staff contact: Licette Maldonado,
Administrative Services Director
(805) 755-4448, licettem@ci.carpinteria.ca.us



Signature

Reviewed by: Dave Durlinger, City Manager
(805) 755-4400, daved@ci.carpinteria.ca.us



Signature

Attachment A
Resolution 6075

RESOLUTION NO. 6075

A RESOLUTION OF THE CARPINTERIA CITY COUNCIL AUTHORIZING CHANGE OF SIGNATURE ON BANK ACCOUNTS FOR THE CITY OF CARPINTERIA

WHEREAS, After almost 11 years of service, Fidela Garcia, City Clerk resigned effective June 4; and

WHEREAS, After 3 years of service, Ashley Chaparro, Senior Financial Analyst resigned effective October 8; and

WHEREAS, This change necessitates a corresponding change in the signature authorities on City bank accounts; and

WHEREAS, All names and positions remain the same as previously with the exception of removing Fidela Garcia and Ashley Chaparro.

NOW, THEREFORE, BE IT RESOLVED that:

The City Manager, Dave Durflinger, is hereby authorized and directed to open and maintain such bank accounts in banks or savings institutions as he may deem necessary and advisable for the conduct of the affairs of the City and any two of the following persons, acting together, are authorized and empowered to execute checks and other items of indebtedness for and on behalf of this city.

Dave Durflinger, City Manager
Licette Maldonado, Administrative Services Director
Laura Hernandez, Human Resources and Risk Manager

PASSED, APPROVED AND ADOPTED on October 11, 2021, by the following vote:

AYES: COUNCILMEMBER(S):

NOES: COUNCILMEMBER(S):

ABSENT: COUNCILMEMBER(S):

ABSTAIN: COUNCILMEMBER(S):

Mayor, City of Carpinteria

ATTEST:

City Clerk, City of Carpinteria

I hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Carpinteria held on October 11, 2021.

City Clerk, City of Carpinteria

APPROVED AS TO FORM:

Jena Shoaf Acos, on behalf of Brownstein
Hyatt Farber Schreck, LLP acting as
City Attorney of the City of Carpinteria



City of Carpinteria

COUNCIL AGENDA STAFF REPORT October 11, 2021

ITEM FOR COUNCIL CONSIDERATION

Authorize the City Manager to execute Amendment No. 1 to the Agreement with LIN Consulting, Inc. for adding Project No. 15125 – Carpinteria High School Crosswalk Safety Improvements Project.

STAFF RECOMMENDATION

Action Item X ; Non-Action Item

1. Authorize the City Manager to execute Amendment No. 1 to the Agreement with LIN Consulting, Inc. for adding Project No. 15125 – Carpinteria High School Crosswalk Safety Improvements Project in an amount not-to-exceed \$129,880 thereby extending the term to June 30, 2022, and increasing the maximum Agreement amount to \$199,316.10.
2. Approve a budget appropriation of \$97,000 from the Available Measure A Fund Balance to Capital Improvements Project Fund Expense Account No. 301-403-5780 for Project No. TR-21-003 and the associated transfer.

Sample Motion: I move to:

1. Authorize the City Manager to execute Amendment No. 1 to the Agreement with LIN Consulting, Inc. for adding Project No. 15125 – Carpinteria High School Crosswalk Safety Improvements Project in an amount not-to-exceed \$129,880 thereby extending the term to June 30, 2022, and increasing the maximum Agreement amount to \$199,316.10.
1. Approve a budget appropriation of \$97,000 from the Available Measure A Fund Balance to Capital Improvements Project Fund Expense Account No. 301-403-5780 for Project No. TR-21-003 and the associated transfer.

(The motion requires a roll call vote.)

BACKGROUND

On December 14, 2020, the City Manager executed an Agreement with Interwest Consulting Group, Inc. for preparation of construction plans and specifications for Project No. 15125 – Carpinteria High School Crosswalk Safety Improvements Project in the amount of \$27,280 in accordance with Carpinteria Municipal Code Section 2.08.150 for contracts of \$30,000 or less without prior approval from the City Council. The City received a notice from Interwest Consulting Group, Inc. requesting for the Agreement be terminated due an inability to fulfill the service. A copy of the notice is shown as Attachment A.

Interwest Consulting Group, Inc. could not fulfill the Agreement due to a key project member leaving the company. After evaluating this circumstance with Interwest Consulting Group, Inc., staff found no exceptions to the request for terminating the Agreement. Pursuant to Paragraph No. 6.4 (Termination Upon Mutual Consent) of the Agreement, termination of the Agreement by mutual consent of the contractual parties (i.e. City and Interwest Consulting Group, Inc.) is permissible. Further, the term of Agreement expired on June 30, 2021.

Prior to receiving Interwest Consulting Group, Inc.'s said notice, there were key deliverables of the Agreement that were completed by Interwest Consulting Group, Inc. The deliverables included a technical memorandum and the approval thereof from the California Department of Transportation. The services rendered for these deliverables were paid by the City, and no further payments are due Interwest Consulting Group, Inc. The remaining unfinished deliverable is the preliminary and final designs which includes the construction plans and specifications. Interwest Consulting Group, Inc.'s initial project schedule estimated for the final design to be complete by February 2022.

In September 2021, staff requested for a proposal from LIN Consulting, Inc. as shown in Attachment B. In addition to the preliminary and final design, staff also requested for engineering support services during construction to be a part of the scope of work. This additional scope of work includes performing bidding support, construction observations, and preparation of record drawings. Further, administering a separate consulting agreement or amendment would save time from another request for proposal process.

The purpose of this agenda item is to add Project No. 15125 – Carpinteria High School Crosswalk Safety Improvements Project to the Agreement with LIN Consulting, Inc. in order to complete the construction plans and specifications.

DISCUSSION

The Carpinteria High School Crosswalk Safety Improvements Project is a traffic safety priority of both the City Council and the Carpinteria Unified School District, and time is of the essence in installing the crosswalk safety improvements. With LIN Consulting, Inc. already performing a similar service to that of the Carpinteria High School Crosswalk Safety Improvements Project¹, LIN Consulting, Inc. would be able to complete the design for this project without delay.

Staff evaluated LIN Consulting, Inc.'s proposal, and the following table briefly outlines the proposed major tasks by LIN Consulting, Inc. As comparison, the table also shows what tasks were completed to date by Interwest Consulting Group:

Task	Company	
	Interwest Consulting Group, Inc.	LIN Consulting, Inc.
Technical Memorandum	Complete (\$6,130 expended).	Not a part of Agreement.
Preliminary Design	Not complete.	Proposed.
Final Design	Not complete.	Proposed.
Engineering Support during Construction	Not a part of Agreement.	Proposed.

Staff determined that the proposed scope of work understands the City's immediate needs for the project, and the proposed fee is fair and reasonable.

POLICY CONSISTENCY

The Carpinteria High School Crosswalk Safety Improvements Project addresses many of the goals and policy statements in the City's General Plan Circulation Element. In particular:

- C-7b; Develop safe and direct pedestrian accessibility between residential areas, schools, parks, and shopping areas in both new and existing urban areas.
- C-7c; Provide safe mobility for the physically handicapped through the design of street improvements and public facilities.
- and C-7e; Provide continuous sidewalks, where appropriate, for safe pedestrian circulation and consider creative alternatives for such issues.

Circulation needs are typically granted high priority in municipal capital budgets, (Policy C-3J). The improvements will comply with current Americans with Disabilities Act standards.

1. On March 22, 2021, the City Council authorized the City Manager to execute the Agreement with LIN Consulting, Inc. for the preparation of construction plans and specifications for Project No. 15121 – Carpinteria Avenue and Palm Avenue Intersection Improvements Project in the amount of \$69,436.10. The project is currently in progress, and the estimated completion date of the final design including the construction plans and specifications is December 2021.

FINANCIAL CONSIDERATIONS

The Carpinteria High School Crosswalk Safety Improvements Project is budgeted in the Adopted Fiscal Year 2021-22 Budget using the Measure A Fund. An additional budget appropriation of \$97,000 is needed. The projected Available Measure A Fund Balance at the end of this fiscal year is \$109,948. Should the City Council approve staff's recommendation, this additional \$97,000 budget appropriation would be transferred from the Measure A Fund Available Fund Balance to Capital Improvements Project Fund Expense Account No. 301-403-5780 for Project No. TR-21-003. No impact to the General Fund is expected with the approval of the recommendation.

The budget balance of the Agreement with Interwest Consulting Group, Inc. is \$21,150, and this balance would continue to be used for the budget.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

Pursuant to Paragraph No. 6.4 (Termination Upon Mutual Consent) of the Agreement with Interwest Consulting Group, Inc., termination of the Agreement by mutual consent of the contractual parties (i.e. City and Interwest Consulting Group, Inc.) is permissible.

There are no legal or risk management considerations to execute an agreement with LIN Consulting, Inc. to provide consulting services. By obtaining consulting services, the City is carrying out good risk management practices.

OPTIONS

1. Authorize Amendment No. 1 to the Agreement with LIN Consulting, Inc. and approve a budget appropriation of \$97,000 from the Available Measure A Fund Balance to Capital Improvements Project Fund Expense Account No. 301-403-5780 and the associated transfer. (Staff recommendation)
2. The City Council Could choose not to consider the recommendation and provide further direction to staff. No authorization would result in the project being delayed.

PRINCIPAL PARTIES EXPECTED AT MEETING

There are no principal parties expected at the meeting.

ATTACHMENTS

Attachment A: Interwest Consulting Group Termination Letter
Attachment B: Proposal from LIN Consulting, Inc.

Staff contact:

John L. Ilasin, Public Works Director
johni@ci.carpinteria.ca.us; (805) 880-3402

Reviewed by:

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



Signature



Signature

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ATTACHMENT A

Interwest Consulting Group Termination Letter

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September 8, 2021

John Ilasin, PE, Public Works Director/City Engineer
City of Carpinteria
Public Works Department
5775 Carpinteria Avenue
Carpinteria, CA 93013



Re: Letter of Termination – Consulting City Traffic Engineer Staff Augmentation Services AND Design services for Carpinteria High School Crosswalk Safety Improvements Project

Dear Mr. Ilasin,

Pursuant to Paragraph No. 6.4 (Termination Upon Mutual Consent) of the subject agreements to provide Consulting City Traffic Engineer Staff Augment Services dated July 15, 2021, and Design services for Carpinteria High School Crosswalk Safety Improvements Project attached herein, we hereby mutually agree to terminate both agreements as discussed on August 6, 2021.

Our request to terminate shall be effective the date of this written notice.

Sincerely,

A handwritten signature in blue ink that reads 'Paul Meschino'.

Paul Meschino
Vice President of Operations
pmeschino@interwestgrp.com

ATTACHMENT B

Proposal from LIN Consulting, Inc.

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LIN Consulting, Inc.

Traffic, Civil, Electrical Consulting Engineers

1432 Edinger Ave., Ste. 230
Tustin, CA 92780
Tel: (714) 258-8411
Fax: (714) 258-8511

October 5, 2021

John Ilasin, Public Works Director
City of Carpinteria
Department of Public Works
5775 Carpinteria Avenue
Carpinteria, CA 93013

Re: Carpinteria High School Pedestrian Hybrid Beacon Project

Dear Mr. Ilasin,

This submittal package is LIN Consulting, Inc.'s (LCI) formal response to the City of Carpinteria for Proposal – Carpinteria Pedestrian Hybrid Beacon Project. We would like to provide the City with traffic engineering services, with Encompass Consultant Group, Inc. as our survey and civil sub-consultant. We trust that the enclosed proposal will provide a clear illustration of our most important capabilities, resources, and experiences. We understand the services being requested, and will provide the city with comprehensive plans, specifications and cost estimates. Our services will include project management and coordination, public outreach, and the design of improvement plans. LCI is certified as a Small-, Minority-, and Disadvantaged-Business Enterprise (SBE, MBE, and DBE) and we put a strong emphasis on developing a cost-effective approach to every project.

Thank you for providing us with the opportunity to submit our proposal. Because LIN Consulting strives to be fully responsive to the City's needs, we would like to underline our availability to respond to questions or comments from you or any affiliated parties. Mr. John C. Merrill will serve as primary contact for this proposal. He may be reached at (714) 258-8411 x253 or by email at jmerrill@linconsulting.com. Please feel free to contact him or me should you feel that we would be able to offer further assistance in any way.

Sincerely,

LIN Consulting, Inc.



William Sun, PE, TE
Principal-in-Charge



FIRM PROFILE

LIN Consulting, Inc. (LCI), a California Corporation founded in 1997, specializes in traffic, civil, and electrical engineering. LCI is a certified small business enterprise (SBE), underutilized disadvantaged business enterprise (UDBE), minority business enterprise (MBE), community business enterprise (CBE), and micro-business enterprise (SB-Micro), as listed by the State of California and various other agencies in the State. LCI was founded on the principle of providing high-quality professional services; on time and within budget. Having participated in numerous projects of various types and scales, our accomplished team has gained a considerable amount of traffic, civil, and electrical engineering experience working with counties, cities, and the State, as well as with private owners and developers. The staff is divided between the corporate headquarters in Diamond Bar and branch offices in Orange County and San Diego. LCI will continue to provide top-notch engineering services to its clients for years to come.

For over 24 years, LCI has been providing traffic engineering services to various private and public agencies throughout Southern California. Our team is comprised of experts in multimodal safety analysis; complete streets design, and public outreach, supported by a sophisticated bench of professional engineers and planners. Our primary objective is that our clients' active transportation projects continue to reflect the community's needs and concerns. We use the latest research and innovative technology to better understand and forecast transportation trends in our communities, and we use this information to develop plans that meet the needs of all transportation system users. From pedestrian safety to transit planning to whole transportation master plans, our planners and engineers strive to enhance circulation, increase safety, and provide better transportation solutions for our clients. We are passionate about transportation because we know how solid planning and innovative transportation engineering can benefit the people where we live and work. LCI's most recent experience in providing traffic engineering services has been for agencies such as the cities of Ventura, Yorba Linda, Lancaster, and Carpinteria.



Diamond Bar Corporate Office



Tustin Branch Office



San Diego Branch Office

*Providing high-quality
professional services;
on time and within budget.
3 Locations to serve you!*

LIN Consulting, Inc.

Traffic, Civil, and Electrical Consulting Engineers

PROJECT MANAGEMENT AND UNDERSTANDING

PROJECT MANAGEMENT APPROACH

The production of high-quality products for clients is the number one goal of LIN Consulting. This is something that LIN Consulting instills in the mind of all employees at all times, in all aspects of our work ethic and professional careers. As a firm and as individuals, we always strive for excellence. As a manifestation of this philosophy, we have established the following policies to guide the preparation of our service products.

PROJECT CONTROLS

LCI has established in-house procedures to manage multiple projects and sub-consultants. Communication between our offices is conducted via telephone, e-mail, and face-to-face meetings. Weekly staff meetings are held to review staff workload and status of active projects. Our three offices are integrated to one common server, which allows staff in all the offices to work on projects concurrently and effectively. Our project managers track project schedules and milestones, and communicate respective expectations to all staff engineers. If project demands exceed the capabilities of one office, task managers will coordinate with other offices and sub-consultants to allocate additional staff resources in order to meet project schedules and demands. On larger or complex projects, Project Managers conduct a Risk Assessment and mitigation strategy early in the project, to identify and avoid anticipated project setbacks and stall points.

SUB-CONSULTANT MANAGEMENT

Sub-consultant contracts are established to outline project tasks, deliverables and fees. Sub-consultants are contacted frequently to communicate all relevant technical information and confirm status of deliverables and schedule. If necessary, sub-consultants are included in project team meetings to enable efficient communication of schedule, technical information and issues. Communication with sub-consultants is conducted via telephone, e-mail, and face-to-face meetings. Project files are provided to the City and sub consultants via secured connection using Sharepoint.

QUALITY CONTROL

LIN Consulting's Quality Assurance plan policy, dated February 1, 2018, is followed for every project and by all planning and engineering staff. All plans produced by LCI will be carefully reviewed and approved prior to the distribution to other designers or to the client. A QA/QC signature stamp is placed on all plans, which includes initials to be placed by the personnel who designed, reviewed, backchecked, and corrected the plan. It is important that at each level of plan check, that the engineer carefully reviews his/her work and that they not assume that someone else will be reviewing it to catch mistakes.



Our staff is conscious of the fact that deliverables produced by the firm will result in physical changes to the transportation network, and that if not properly designed, these changes could negatively impact the public—our ultimate client. Not only does this pose potential safety issues, but it also poses liability issues for the firm. The quality and accuracy of design plans is of the utmost importance to LIN Consulting. All staff assumes this same sense of responsibility when involved in design projects.



In conjunction with LIN Consulting's quality control program, detailed above, the project team will implement additional measures, such as cross-checking, to verify that the products produced throughout the project will be of high quality and content. LIN Consulting's team proposes to use this 2-step quality-control process involving both over-the-shoulder review and final review prior to submittal.

It is important that all documents produced by LIN Consulting and its team, whether for transmittal to a client, prospective client, another consulting firm or public distribution, be reviewed by someone other than the author to ensure that the documents are understandable and well written. It is difficult for the author of a product to catch obvious mistakes or to realize when something may be confusing to the reader, particularly when writing technical reports geared toward a lay audience. A second opinion is also invaluable in identifying alternative approaches to the analysis. Additionally, a fresh review often catches obvious errors, which often go undetected through multiple reviews by the same person. The challenge to project managers is to build time into their production schedules to allow for this procedure to take place. It has been LIN Consulting's specific company policy that all documents must be reviewed by senior staff before they go out.

PROJECT UNDERSTANDING

The City of Carpinteria is interested in improving the existing pedestrian cross walk at Carpinteria High School. The proposed cross walk will include a new Pedestrian Hybrid Beacon (sometimes referred to as a HAWK signal), ADA improvements, grading and drainage, striping and signing improvements.

An uncontrolled crosswalk with rectangular rapid flashing beacon (RRFB) exists at the site, between the teacher parking lot entrance and the student parking lot driveway. This crosswalk also connects the Franklin Trail directly west of the school with the bike path directly south of the crosswalk.

Certain design and jurisdictional considerations exist at the site. The curb ramp on the north side of Foothill Road extends over an existing swale. Additionally, a SCE transmission line power pole exists directly east of the curb ramp. This power pole may conflict with the potential location of PHB poles, as it currently may pose a line-of-sight issue at the existing crosswalk. This may require the relocation of the crossing and potential culvert improvements. Furthermore, Foothill Road is under Caltrans jurisdiction, and thus Caltrans will have the ultimate decision on geometric improvements.



SCOPE OF SERVICES

The below Scope of Work has been prepared for the PA/ED and PS&E phase of the project.

TASK 1: PROJECT MANAGEMENT AND COORDINATION

1.1 PROJECT MEETINGS

Upon receiving the Notice to Proceed (NTP), LIN Consulting will schedule and lead a kick-off meeting to occur within 10 business days with the City of Carpinteria, the team, and other agencies. At this meeting, LCI will establish protocols, contacts, standards, and requirements that will be followed for the project. During this meeting, LCI will request all the necessary information or data needed by its team. This information may include items such as: as-built plans, documents, templates, and reports that are relevant to the project. In addition, we will seek contact information from other agencies. Since utility company contacts change regularly, we will confirm contact info with the City for utilities, in the interest of procuring as-built plans or other relevant information. We will also confirm the general scope of work and schedule of the project, redefining them as needed.

LCI has budgeted twelve (12) PDT meetings at approximately 1 hour each, and one (1) in-person kick-off meeting. To preserve cost and travel time, we will facilitate telephone conference meetings, when appropriate. For budgeting purposes, it is assumed that up to four (4) of these meetings will be in person and will be coordinated with other in-person activities such as field visits and stakeholder coordination.

LCI takes great pride in its ability to coordinate PDT meetings, as well as stakeholder meetings. We will prepare meeting agendas and meeting minutes as required, using LCI's streamlined Action Item-Meeting Minute agenda format, which includes identifying responsible parties and completion dates. Meeting minutes will be prepared and distributed to all participants for review and confirmation of the action items.

1.2 QUALITY ASSURANCE/QUALITY CONTROL

LCI has a proven track record of providing quality engineering services to public agencies for over 24 years and is committed to delivering excellence. Our engineers will be able to fulfill this directive by enforcing our Quality Assurance and Quality Control (QA/QC) program as early and as strenuously as possible during the project development phase. LIN Consulting's Quality Assurance plan policy, dated February 1, 2016, is followed for every project and by all planning and engineering staff.

Our staff is conscious of the fact that design plans produced by the firm may result in physical changes to the transportation network and that, if not properly designed, these changes could negatively impact the public – our ultimate client. Not only do inaccurate or poorly executed design plans pose potential safety issues, but they also pose liability issues for the firm. The quality and accuracy of design plans are of utmost importance to LIN Consulting. At LIN Consulting, we make it the responsibility of all the staff to assume this same sense of responsibility when involved in design projects. In conjunction with LIN Consulting's quality control program detailed above, the project team will implement additional measures, such as cross checking, to deliver high quality and content. LIN Consulting's team institutes the use of a two-step quality control process involving both mid-task review and final review prior to submittal to clients.

1.3 PROJECT SCHEDULE, COORDINATION, AND REPORTING

To provide the city with an organized and efficient work effort, LCI has allotted time for the Senior Project Manager to manage and coordinate day-to-day tasks of the project, which includes cost tracking. LCI will maintain a Project Workplan that will be updated regularly with cost, scope, fee, and progress. We will conduct weekly in-house staff meetings to keep the project on schedule and update the staffing plan if additional resources are needed to meet the project schedule. We will also produce updated project schedules for PDT meetings and provide project progress reporting narratives in invoices. Project schedules will be maintained in Microsoft Project Gantt chart format and will use the Critical Path Method (CPM) to factor in resources, deliverable dates and identify critical path tasks.

TASK 1 DELIVERABLES

- One (1) Kick-off Meeting
- Eight (8) PDT meetings
- QA/QC Plan
- Monthly invoices and progress reports with schedule updates when necessary

Assumptions:

- Project duration not to exceed twelve (12) months from Notice to Proceed
- Up to four (4) 1-hour in-person meetings
- Attendance at, and exhibits for Stakeholder engagement meetings, including with Carpinteria High School and County of Santa Barbara Flood Control, are excluded.
- Attendance at, and exhibits for all public hearings for including City Council and committee meetings, are excluded.

TASK 2: PREPARATION OF PROJECT DEVELOPMENT DOCUMENTS

2.1 PRELIMINARY ENGINEERING

LCI understands that completing the PA/ED and PS&E phase of the project is time critical for the success of the project. Since Foothill Road is a Caltrans route, the involvement of Caltrans is a particular risk. Obtaining consensus on the design will take place via a two-pronged approach: direct coordination and through the Encroachment Permit process (later in the Draft design phase).

LCI has reviewed the project and does not believe that studies such as traffic LOS analysis or landscaping design are necessary for this phase of the project, and would not result in delivering of a better project. For purposes of budgeting, we have excluded studies not explicitly listed herein, including hydrology analysis which can be provided by ECG for a separate fee.

2.1.1 SURVEYS AND MAPPING

With the assistance of ECG, survey will be obtained along the project at a level appropriate for preliminary engineering to vet and resolve design issues early in the project. Because the level of detail for performing this is more than would normally be required due to the number of unknowns (e.g., utility pole locations, right of way pinch points), we have prepared a scope that obtains topographic survey within approximately 50' west of the



existing crosswalk and 100' east of the existing crosswalk. If additional topographic survey is required outside of these limits, WCG can obtain this for an additional fee.

Since one major goal of this project is to avoid right of way acquisitions or utility relocations, ECG will field survey to search for and recover a limited number of existing record monuments, which will be tied to the mapping control network and will be used to orient the computed rights-of-way.

ECG will perform field surveys to locate utility poles, pavement, curbs, drives, walks, fences, walls, planters and other visible surface utilities, together with topographic features such as tops, toes, flow lines, grade breaks within the limits of each proposed construction area known at the time of this proposal. It is understood that this topographic data is only required at areas of proposed new ramps, driveways, sidewalks and ramps, and will not extend into enclosed private property.

ECG will download and compute survey data, and prepare an AutoCAD drawing file. The mapping will be compiled at a scale of 1" = 20', and each surveyed feature will be clearly labeled or noted by symbols as identified in the field.

Because this project was specifically designed in the concept phase to avoid right of way acquisitions, a Record of Survey and Caltrans Right of Way drawings have been excluded from this effort. In the unlikely event that right of way plans or Record of Survey is required for any location along the project, ECG can provide this for an additional fee.

2.1.2 UTILITY COORDINATION AND AS-BUILT REVIEW

Data Collection

LCI will review plans and as-built information supplied by the City, Santa Barbara County Flood Control & Water Conservation District, and Caltrans which will consist of street improvements, right of way maps, utility plans, flood control channel plans, signing and striping plans, and other relevant information at the project location.

Utility Notice

This service shall include preparing and disseminating notices to the various utility companies or owners; researching any available utility facility maps, as-built plans, record drawings, and/or preliminary plans from the various utility companies or owners; and identifying utility facility conflicts.

LIN will prepare 1st Notice on behalf of the City. LIN will use the 811 DigAlert website to determine initial utility contacts, and as supplemented by the City as available.

Verifications and Review Data

LCI will compile and review the collected data from the utility companies and verify conflicts that may have an impact on the project. Known conflicts will be documented and coordinated with impacted utility owners.

Relocations and Utility Grade Adjustments will be investigated for the following utilities: SCE, SoCal Gas, Telephone, Cable TV structures, water valves and manhole covers. LCI will incorporate existing utility as-builts within the project limits. The utility map will use the topographic survey map as a base.



2.1.3 SITE VISITS AND FIELD REVIEWS

Using gathered as-built plans and the topographic survey as a base map, LCI will conduct site visits and field reviews as necessary to verify existing geometric features, structures, drainage, signage, striping, and other features. LCI will document the conditions observed during these site visits through photos, videos, field notes, and field measurements.

2.1.4 CALTRANS COORDINATION

LCI will coordinate with Caltrans in an attempt to obtain general consensus on the proposed project alternative. Up to two alternative concept (2) designs will be prepared to be used to meet with Caltrans reviewers prior to a formal Encroachment Permit being filed.

LCI will prepare a line-of-sight analysis exhibit for up to one (1) concept design. The analysis sheet will be to confirm corner sight distance can be achieved for pedestrians with the proposed design without relocating any SCE poles.

LCI assumes that the Warrant Analysis that was prepared by TKM will remain valid for this project and will be included in the documentation submitted to Caltrans.

2.1.5 FLOOD CONTROL DISTRICT COORDINATION

LCI will coordinate with the Santa Barbara County Flood Control & Water Conservation District to obtain general consensus on the City and Caltrans preferred alternative.

2.1.6 PRELIMINARY (35%) ENGINEERING DRAWINGS

The LCI Team will develop preliminary layout plans for up to two (2) alternatives indicating the proposed improvements, including an option to for a pedestrian crossing over an existing culvert. Structural options will be prepared to a 35% design level. Design and structural reports beyond 35% and structural calculations, including any documents requiring a Licensed Structural Engineer are excluded. The plans will be prepared using City provided title block sheets and using AutoCAD 2021.

2.1.7 PRELIMINARY (35%) COST ESTIMATE

LCI will prepare a preliminary cost estimate to provide construction, right-of-way, and utility relocation costs to establish project footprint boundaries for the project for up to two (2) alternatives. Costs will be based on the new design data developed during the PA/ED project development phase. Potential cost saving measures will be investigated.

2.2 PROJECT REPORT

LIN Consulting understands that the City desires to move as quickly as possible on the project, especially environmental certification, due to funding time constraints. LCI also understands that the City would like a solid basis for moving forward on the project, and that design issues will be identified and resolved early. Therefore, we will prepare a brief Project Report for the project; the final report will follow along with, or shortly thereafter, the final environmental clearance. The report will generally be in Caltrans format, and include necessary information for project approval and to aid in Encroachment Permit processing. The reports will contain engineering studies and environmental studies, and recommended alternative. The report will contain sufficient detail to constitute a Permit Engineering Evaluation Report (PEER) as detailed in the Caltrans Project Development Procedures Manual.

TASK 2 DELIVERABLES:



- Topo survey
- Utility Coordination log
- Line of Sight analysis exhibit
- Preliminary (35%) Engineering Drawings, for up to two (2) alternatives
 - General Notes and Legend (1 sheet)
 - Street Improvement Plans and Alignment, including signing and striping (2 sheets, H:1" =40')
 - Typical Sections and Details (1 sheet, as noted)
 - HAWK Signal Plan (1 sheet, H:1" =20')
- Preliminary (35%) Estimate of Probable Costs
- Project Report with PEER

Assumptions:

- City will provide Warrant Analysis
- City will prepare Categorical Exemption and all environmental technical studies required for exemption and Caltrans acceptance
- ALTA, boundary establishment/resolution surveys, construction staking or filing records with the County Surveyor will not be required

TASK 3: ENVIRONMENTAL CLEARANCE

Although the LCI Team will not be preparing the environmental clearance or regulatory permitting, we understand that environmental clearance will be subject to Caltrans acceptance as a responsible agency. LCI will coordinate with Caltrans and other third-party review agencies such as County of Santa Barbara, to assist the City with scoping the required technical studies.

TASK 3 DELIVERABLES:

- Coordination and general guidance for City relating to environmental document approval

Assumptions:

- City will prepare Categorical Exemption and all environmental technical studies required for exemption and Caltrans acceptance
- Environmental permitting, reports, general plan or zoning changes, or processing are the responsibility of the City
- Project will not require Federal-aid funds and not proceed through Caltrans Local Assistance
- Project will not require USACE or California Department of Fish and Wildlife permitting

TASK 4: RIGHT OF WAY DETERMINATION

Upon research by the LCI Team of pertinent recorded maps and documents, ECG will compile site rights of way based on the information depicted in the latest available assessor site information and/or Caltrans right of way maps. The computed rights of way will be added as an AutoCAD drawing base map. The LCI team will endeavor to



reconcile the proposed preliminary design with right of way findings, resulting in a project that avoids permanent or temporary acquisition needs.

In the unlikely event that a need for permanent right of way acquisition, possible temporary construction easement, or resolving boundary problems (such as conflicting descriptions and misclosures) is required, ECG has the capability of purchasing title reports, preparing Records of Survey, and legal descriptions for execution. LCI can contract with Epic Land, Inc. for execution. These unlikely services are excluded from the contract and are available for a separate fee.

TASK 4 DELIVERABLES:

- Right of Way base file (AutoCAD format)
- Confirmation of no Right of Way impacts, or Plan of Action to resolve impacts

Assumptions:

- No property acquisition will be required, including obtaining temporary construction easements
- Sufficient boundary monuments of record remain in place in the immediate site vicinity to allow for adequate boundary compilation and orientation. If insufficient monuments exist in the immediate area, additional time and charges may be required
- ALTA, boundary establishment/resolution surveys, construction staking or filing records with the County Surveyor will not be required

TASK 5: DRAFT PS&E

5.1 CALTRANS ENCROACHMENT PERMIT PROCESSING

LCI will initiate the Encroachment Permit process for Design. LCI will design the improvements and prepare the plans and estimates in accordance with Caltrans Standards, to achieve project objectives. LCI will prepare follow-up submittals of the Encroachment Permit and coordinate with Caltrans to request extensions of resubmittals when appropriate. LCI will inform the City when decisions must be made in order to continue the Encroachment Permit submittal process, in order to avoid the permit being considered "abandoned" and starting over from the beginning. PS&E will be submitted to Caltrans at the 90% design level. PEER and line of sight analysis will be updated as necessary to support submittal, and will be combined with City-supplied environmental documentation.

5.2 UTILITY COORDINATION

This service shall also include coordinating, on behalf of the City, directly with the various utility companies or owners that service or traverse through the Project site. Coordination shall include developing utility facility conflict resolutions; and conducting utility coordination meetings as necessary to successfully resolve utility facility conflicts. Upon discovery of an unavoidable utility conflict, LCI will notify the City immediately.

LCI will issue a revised 1st Utility Notice if required due to a change in the project description. LIN will also prepare 2nd Utility Notice and Final Notice to Relocate on behalf of the City. At the 2nd Utility Notice, LIN will issue 90% plans to each utility that has responded with utilities within the project area, with potential conflicts marked on the plans.



This service shall also include supporting the City with utility facility relocation claim proceedings, if needed as determined by the City. Support shall include preparing exhibits or other graphical communication materials, and communicating directly with the various utility companies or owners to address questions regarding the preliminary and final plans.

This service shall not include positive location of underground utility facilities.

For budgeting purposes, LCI assumes that no relocation of SCE poles are required at this time and are excluded from this effort.

5.3 90% DESIGN

Design the improvements and prepare the plans, specifications, and estimates in accordance with Caltrans Standards, City of Carpinteria standards (only outside of Caltrans right of way), and AASHTO Geometric Design guidelines, to achieve project objectives. PS&E will be submitted to the City at 90% level, for up to three (3) iterations. On the first 90% submittal, City may at their option provide acceptance to submit to Caltrans to initiate the Encroachment Permit process.

Design limits shall be 50' west and 100' east of the existing sidewalk. Improvements beyond these limits are excluded including sidewalk and drainage work east of the western High School driveway entrance.

LCI will prepare a submittal to include but not limited to the following:

- Title Page
- Civil Improvement Plans and Drainage Design
- Cross Sections and Details
- Signing Plans
- Striping Plans
- Pedestrian Hybrid Beacon
- Project Schedule
- Project Estimate of Probable Costs
- Technical specifications, for insertion into the City's bid package template

Digital copies of the plans in PDF format will be sent to the City. LCI will also send notices (including draft plans) to all affected utility companies, where applicable. LCI will coordinate utility noticing, project plan reviews, and obtain approvals from the City. Specifications shall be prepared as a method-type specification and formatted in accordance with City standards and the Standard Specifications for Public Works Construction, latest edition. The City will prepare the front-end specifications. Estimate shall be prepared in a format which describes the item of work, unit amount, quantity, unit price, amount, a subtotal, contingencies, and a total.

The LCI Team will provide a summary of submittal review comments/responses and scanned red-lined plans in electronic format.

Civil Engineering

The LCI Team, with the assistance of ECG, will develop roadway and sidewalk plans for connecting the existing Class I bikeway and necessary civil improvements. The plans may include a combination of sidewalk, drainage, pathways, pavement design, and guardrail design. The plans may also include removal of existing infrastructure where no longer needed. Plans will be prepared in a scale of 1"=40' with one plan viewport and profile each sheet utilizing AutoCAD 2021.



The guardrail located on the south side of Foothill Rd and east of the box culvert will be reviewed for potential design conflicts. Guardrail design will be provided within the extent of the design limits.

Transportation Engineering

LCI will develop traffic signal plans for the proposed Pedestrian/bike Hybrid Beacon (HAWK signal). The plans are expected to include signal phasing, conduits, cables, and pedestrian push buttons and poles as necessary. Plans will be prepared in a scale of 1"=20' utilizing AutoCAD 2021.

LCI develop plans to include removal of existing striping and installation of new striping for the project area. Pavement delineation should include transitional areas to join into existing lanes. Plans shall include provisions to install all necessary new traffic signage as well as the removal and replacement all existing signs with new and improved signs with new reflectivity requirements as needed. These plans will include, but not be limited to, the required line work, striping, signing, pavement markings, pavement markers, pavement text, and delineators, as well as other pertinent construction notes and details. Plans will be prepared in a scale of 1"=40' with two viewports each sheet utilizing AutoCAD 2021.

Lighting will be provided at the HAWK signal crossing as part of the traffic signal design. However, no additional lighting plans or illumination studies are included in this effort. Should the need arise for lighting plans or an illumination study, LCI can prepare these for a separate fee.

Since there are not nearby upstream or downstream traffic signals, signal interconnect plans will not be required.

Structural Engineering

LCI assumes that all design will be capable of being performed by a registered Civil Engineer in the State of California. Structural design will therefore exclude any designs that must be signed by a Structural Engineer, including the development of a Structure Type Selection Report or independent structural calculations.

5.4 FINAL (100%) DESIGN, MYLARS, AND BID PROCESS

All utility work and permitting with the City and all impacted agencies shall be secured before submittal of the 100% PS&E. LCI will provide an electronic format of the 100% PS&E (PDF format) for the City's final review. LCI will also provide a summary of 90% submittal review comments/responses and scanned red-lined plans in electronic format. LCI will shall coordinate reviews and obtain approvals from the City.

Final (100%) plans shall be provided to the City in hard copy permanent (Mylar) media in standard 24" x 36" size and in electronic format (AutoCAD and PDF). Specification and special provision sections shall be submitted in MS Word format. Cost Estimates shall be in Excel format.

LCI will provide an electronic copy of the final approved plans and specifications, a mylar copy of the final approved plans, and a hard copy of the final approved specifications. The electronic copy of the plans shall be provided as both AutoCAD files and PDF files, and the electronic copy of the specifications shall be provided in both Microsoft Word format and PDF format. City of Carpinteria will be responsible for making copies of contract documents and will distribute to plan rooms and contractors.

TASK 5 DELIVERABLES:

- Caltrans coordination, including Encroachment Permit and updates to PEER
- 90% and 100% Design submittals



- Title Page and General Notes (2 sheets)
- Civil Improvement Plans and Erosion Control Design (1" = 20' scale, 2 sheets)
- Cross Sections and Details (no scale, 2 sheets)
- Accessible Curb Ramp Details (1 sheet, 1" = 5')
- Signing Plans (1" = 40' scale, 1 sheet)
- Striping Plans (1" = 40' scale, 1 sheet)
- Pedestrian Hybrid Beacon Design (1" = 10' scale, 1 sheet)
- Project Estimate of Probable Costs for 90% and 100% Design Submittals
- Special Provisions for 90% and 100% Design Submittals
- Final Mylars, special provisions, cost estimate, and project record

Assumptions:

- Up to three (3) submittals; all pre-final submittals will be at 90% design level
- Constructability and biddability reviews will be performed by the City or others
- LCI assumes the City will provide sufficient guidance in order for LCI to respond in a timely manner to Caltrans Encroachment Permit resubmittal dates.
- Final plans will be signed and stamped by a CA Registered Civil Engineer
- Design limits shall be 50' west and 100' east of the existing sidewalk. Improvements beyond these limits are excluded including sidewalk work east of the western High School driveway entrance.
- Regrading of existing culvert and swale on North side of Foothill Rd are not required
- Lighting plans and illumination study are not required
- Plans and reports required to be stamped by a SE are not required, including Structure Type Selection Report and independent structural calculations
- Traffic handling plans, temporary traffic signal plans, and Transportation management plan (TMP) are not required
- Signal interconnect plans are not required
- LIN will order initial utility contacts from 811 DigAlert site, as well as pay utility map fees, if the City does not maintain a current list of utility contacts.
- For purposes of budgeting, LIN assumes that the designer will be able to design around utilities and no relocation designs are required. Upon discovery that utility relocations are unavoidable, LIN can negotiate with utility companies and prepare relocation designs for an additional fee.
- Landscaping and irrigation will be specified in the Civil sheets as "Restore to similar condition". If the City desires Landscaping and irrigation plans, these can be provided by Rincon Landscape Architecture, Inc. for an additional fee.
- No Structural design plans, including those with a Civil or Structural Engineer signature, will be required.
- No potholing of utilities will be required.
- No pavement coring or pavement design will be required, since pavement reconstruction will be minimal.

TASK 6: ENGINEERING SUPPORT SERVICES DURING CONSTRUCTION

6.1 BIDDING SUPPORT

This service shall include supporting the City during the bid period. Support shall include preparing bidder clarifications and addenda. The City will administer the bid advertisement. The City will also disseminate bidder clarifications and addenda. The City will also conduct bid evaluation and review apparent low bidder's licensing, insurance, bonds, and references.

This service shall also include revising any portion of bid documents for addenda.

6.2 CONSTRUCTION OBSERVATION

LIN Consulting, Inc.

Traffic, Civil, and Electrical Consulting Engineers



Construction observation shall include reviewing product, material, mix design, and shop drawing submittals; responding to requests for information (RFIs); preparing design revisions related to the intent of the design and planning concepts of the Project, if needed as determined by the City.

This service shall not include the review of working drawing submittals prepared by the contractor and the responsibility for the superintendence of construction processes, Project site conditions, operations, equipment, personnel, or the maintenance of a safe place to work or any safety in, on, or about the Project site.

6.3 RECORD DRAWINGS

This service shall include preparing record drawings based on contractor as-built plans after completion of the Project.

TASK 6 DELIVERABLES:

- Bidder Clarifications
- Addenda
- Submittal Reviews
- Responses to Requests for Information (RFIs)
- Revised Designs
- Record Drawings

Assumptions:

- Up to 50 hours assumed for Engineering Support Services during Construction
- Construction inspection services (including Resident Engineer services) will be performed by others

OUR TEAM

William Sun, PE, TE - Will serve as the **Principal-in-Charge**. Mr. Sun has 28 years of traffic engineering and transportation planning experience working as a consultant with various agencies throughout California. His extensive experience includes transportation planning, traffic analysis and studies, design of traffic signal systems, signal interconnect systems, signing/stripping, worksite traffic control plans, detour plans, street lighting, Intelligent Transportation Systems (ITS), and Transportation Management Plans (TMP).

John C. Merrill, PE, TE - Will serve as **Project Manager** and daily contact. An experienced Senior Project Manager with over 20 years of experience will lead the team in this venture. His duties will encompass everything from leading PDT meetings, supervising staff and sub-consultants, and reviewing analysis and reports, Caltrans coordination, as well as monitoring schedules, budgets, coordination logistics, and delivery of services in accordance with the proposed scope of work. Mr. Merrill has been critical to the success of many projects; he has designed, planned and performed traffic engineering for numerous studies and final design projects, involving modes ranging from auto, transit, bicycle, pedestrian, and goods movement. Mr. Merrill also has a lifetime of public community service. As a former Board member of a large homeowners association, Mr. Merrill served as an active voting member of the City of Costa Mesa's Bikeway and Walkability Committee from 2015 to 2018. He is one of the best individuals for this assignment, the City of Carpinteria can be sure its project will be spearheaded by a leader who has extensive experience.



Sal Contreras, PE – Will serve as **Civil Lead**. He has over 20 years of civil engineering design experience involving project master planning, public improvement projects and private land developments. With his broad knowledge and expertise in civil engineering, he provides quality control and design consultation to internal staff for projects of all types. Mr. Contreras is well versed in the management and preparation of feasibility studies, due diligences, master plans, construction plans, specifications, and estimates, and providing construction administration services. He has extensive experience with potable and recycled water infrastructure, water storage tank design, hydrologic and hydraulic studies, grading and drainage design.

James Fallon, PLS - will serve as **Survey Lead**. He has nearly 21 years of experience on a wide variety of land surveying and geomatics projects. He has been responsible for the direct management and production of survey tasks in support of public works and private land development projects, both in the field and in the office. Work performed includes topographic mapping, monument preservation, public agency map and document review, geodetic control networks, boundary surveys, easement and legal description preparation, subdivision mapping, lot line adjustments, ALTA land title surveys, condominium plans, right of way acquisition surveys, construction staking, and data acquisition for Geographic Information Systems (GIS). His work includes numerous public infrastructure projects, encompassing many miles of corridor surveys for design improvements in Ventura, Los Angeles and Santa Barbara Counties.





John Merrill, P.E., T.E. Project Manager



EDUCATION

BSE, 2001, Construction (Civil) Engineering,
Western Michigan University

MSE, 2005, Civil Engineering
University of Nevada Las Vegas

LICENSES

Professional Civil Engineer, CA, C72892
Professional Civil Engineer, NV, 018265
Professional Traffic Engineer, CA, TR2480

PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers (ASCE),
Orange County Branch

Orange County Council of Traffic Engineers
(OCTEC)

Institute of Transportation Engineers (ITE),
Southern California

YEARS OF EXPERIENCE: 20 years

For over 20 years, Mr. Merrill has designed, planned and performed traffic operations analysis for numerous studies and final design projects, involving modes ranging from vehicular, transit, bicycle, pedestrian, and goods movement. Mr. Merrill is responsible for providing traffic expertise on volume projections and simulations, level of service analysis, traffic signal design, signing, striping, as well as maintenance of traffic plans. His civil design experience includes roadway alignments, right of way investigation, and construction staging. His research into pedestrian crossing behavior and VISSIM modeling approach has been used by agencies to enact mid-block crossing policies. His civil roadway and traffic engineering project experience spans over six states, and has applied this knowledge to assist agencies with program management and project funding. He has been an essential asset on both small and large projects, from concept through construction. Mr. Merrill also served as a voting committee member for the City of Costa Mesa Bikeway and Walkability Committee.

RELEVANT PROJECT EXPERIENCE

Montalvo Neighborhood Complete Streets and Harmon-Barranca Gap Closure Conceptual Engineering (Ventura, CA) – Project Manager. Mr. Merrill is the Project Manager leading the effort to prepare designs for a Complete Streets corridor and Class I Path gap closure through Montalvo community, one of the City of Ventura's most disadvantaged neighborhoods. Mr. Merrill used GIS data from multiple sources to produce 15% concept-level designs which included state-of-the-art bike signal boxes, bike queue boxes, buffered bicycle lanes, sidewalk gap closures, and a DIB 89 compliant Class IV Cycle Track. These improvements were all made without changing the existing pavement width, and minimized expensive right of way takes and utility relocations by strategically designing sidewalks and curb bulb-outs, while preserving most on-street parking. The project is currently in final design.

Airport Police Facility (Los Angeles, CA) – Traffic Lead. As Traffic Lead for this 170,000 square foot Airport Police Facility (APF) building to serve LAX Airport (a LAWA facility), Mr. Merrill prepared a traffic study detailing the proposed site operations, to secure conceptual approval of a proposed traffic signal through Los Angeles Department of Transportation and Caltrans District 7. These approvals included looking at alternatives and preparing an Intersection Control Evaluation (ICE) Report, a signal warrant analysis, as well as detailed trip generation, distribution and assignment. Once accepted, Mr. Merrill led the design team to prepare off-site traffic signal plans and street lighting plans through the City of Los Angeles "B" Permit process, as well as the Caltrans Encroachment Permit process. The APF on-site project has been completed, and the off-site work (including traffic signal and street lighting) is scheduled to begin construction in early 2022.

Left Turn at Mustang Fields Park and Pedestrian Crossing Alternatives Analysis (Yorba Linda, CA) – Project Manager. Mr. Merrill as the Project Manager was tasked to perform conceptual design and final PS&E at two closely spaced intersections on Fairmont Boulevard. A left turn lane inside of an existing median was proposed, which would give drivers direct access into Mustang Fields Park driving northbound. The City also desired to provide conceptual design for a new mid-block pedestrian crossing at Avenida del Rey. Upon Mr. Merrill presenting the conceptual design and necessary modifications that would be needed due to sight distance clearance issues, the City tasked LCI to perform 3 additional conceptual designs at Avenida del Rey. These countermeasures included RRFBs with advance warning beacons, channelized bicycle lanes, and a fully signalized intersection with partial cycle track. Once the City selected the "No Build" alternative at

LCI Consulting, Inc.

Traffic, Civil, and Electrical Consulting Engineers

Avenida del Rey, Mr. Merrill was tasked with preparing final PS&E plans and cost estimates. The design work included horizontal alignment design, curb profiling, utility coordination, civil roadway design, drainage design, and minor landscaping/irrigation design. The project was constructed in 2020.

City Wide Striping (Yorba Linda, CA) – Project Manager. The project intended to replace existing pavement marking and striping that had to be removed or obliterated by the City's slurry seal maintenance operation. LIN Consulting was tasked by the City of Yorba Linda with the preparation of striping plans for 4 locations for one of their upcoming projects. Mr. Merrill as Project Manager managed field review, digitized as-builts and aerial images, and the preparation of striping plans.

Class 2 Bike Lane Upgrades (Apple Valley, CA) -- Assistant Project Manager. The Town of Apple Valley obtained Highway Safety Improvement Program (HSIP) funding for bicycle safety improvements, which include town-wide upgrades to 23 miles of Class 2 bike lanes. The improvements upgraded the Town's bike lanes to current California Manual of Traffic Control Devices (CA MUTCD) standards. The project involved the reconstruction and widening of right turn lanes at four signalized intersections on Apple Valley Road to accommodate the upgraded bike lanes. Services included the preparation of Caltrans Local Assistance forms for processing of funding, including Environmental Clearances and Request for Authorization (RFA) forms. Work also included the design survey and preparation of topographic base maps, field review, utility coordination, and the preparation of preliminary and final improvement plans. Mr. Merrill was the Assistant Project Manager on this project.

SR-62 and Lear Avenue Traffic Signal Installation (Twentynine Palms, CA) – Assistant Project Manager. Mr. Merrill served as Assistant Project Manager and Lead Civil Engineer on this traffic signal installation and roadway realignment project. Mr. Merrill designed the realignment of the frontage road along SR-62 within Caltrans guidelines, while preserving access rights along a future Lear Avenue alignment per the City of Twentynine Palms' General Plan. Mr. Merrill also coordinated right of way engineering, which included preparation of a plat and legal description for execution by the City for the frontage road realignment and Lear Avenue widening. Mr. Merrill also led the preparation of a hydrology study and design for heavy stormwater flow that was evident in the field. Mr. Merrill also coordinated the relocation of two transmission lines owned by Southern California Edison (SCE).

Dale Evans and Waalew Road Realignment (Town of Apple Valley, CA) – Assistant Project Manager. Mr. Merrill served as Assistant Project Manager and Lead Civil Engineer on this realignment of Dale Evans Parkway, which is listed as a Principal Arterial in the Town of Apple Valley's General Plan. Mr. Merrill coordinated the Right-of-Entry process with the Town, as well as right of way engineering coordination and estimates of right of way acquisitions required based on ultimate buildout of the roadway. Mr. Merrill also designed an interim 2-lane roadway alignment that provided proper superelevation, while minimizing pavement waste in the future condition when the road is widened by adjacent development.



William Sun, P.E., T.E. Principal-in-Charge



EDUCATION

B.S., 1992, Civil Engineering
University of California, Berkeley

LICENSES

Professional Civil Engineer, CA, 57664
Professional Traffic Engineer, CA, 2197

PROFESSIONAL AFFILIATIONS

Institute of Transportation Engineers,
Member
American Society of Civil Engineers, Member

YEARS OF EXPERIENCE: 28 years

Mr. Sun has 28 years of traffic engineering and transportation planning experience working as a consultant with various agencies throughout California. His extensive experience includes the design of traffic signal systems, signal interconnect systems, signing/stripping, worksite traffic control plans, detour plans, street lighting, Intelligent Transportation Systems (ITS), traffic operation and analysis, and Transportation Management Plans (TMP).

RELEVANT PROJECT EXPERIENCE

Traffic Signal at Telegraph Road and Claremont Way Intersection (Ventura, CA) - Principal-in-Charge. LCI was selected to provide traffic engineering services as part of the On-Call contract with City of Ventura for the proposed improvements at the intersection of Telegraph Road/Claremont Way and Loma Vista Road/Seton Hall Avenue. The intersection of Telegraph Road and Claremont Way was an un-signalized intersection with existing In-Pavement Warning Flashers. Mr. Sun as the Principal-in-Charge oversaw the preparation of traffic signal and signing and striping plans to remove and salvage existing In-Pavement Warning Flashers and the installation of new traffic signal system. The scope of work also involved preparation of a brief memorandum summarizing the existing traffic conditions and recommendations for the traffic signal phasing.

The intersection of Seton Hall Avenue and Loma Vista Road was an un-signalized T-intersection with stop control on southbound Seton Hall Avenue. LCI prepared plans to install solar powered, pedestrian push button actuated Rectangular Rapid Flashing Beacon (RRFB) Assembly for the crosswalk across Loma Vista on the west leg of the intersection. The design plans also incorporated installation of solar streetlights powered by the same solar panels as the RRFB. LCI worked closely with TAPCO, KIM Lighting and City of Ventura staff to integrate the RRFB and solar powered street light system.

Alessandro-Elsworth Intersection Improvements (Moreno Valley, CA) - Principal-in-Charge. The project will improve safety and efficiency and accommodate all users by modifying existing traffic signal at Alessandro Boulevard/Elsworth Street including removing median-mounted traffic signal poles, improving vehicular head placement, removing steep cross gutters, implementing advanced dilemma zone protection, installing ADA compliant pedestrian access ramps at Alessandro Boulevard/Elsworth Street, and installing new signing and striping. Mr. Sun as Principal-in-Charge oversaw the preparation of traffic signal PS&E for the intersection of Alessandro/Elsworth along with the preparation of Concept of Operation and System Requirements for Advance Dilemma-Zone Detection System.

Firestone Boulevard Improvement (Downey, CA) – Project Engineer. The project proposes to enhance vehicular and pedestrian infrastructure near the City of Downey Downtown Area by implementation of sustainable street and streetscape improvements. Mr. Sun as a Project Engineer was responsible for various components of the project ranging from concept development through preparation of plans, specifications and estimates (PS&E). LIN Consulting worked with the project architect and lead civil engineer to develop a set of improvements that met the City of Downey objectives. Specific tasks included preparation of level of service calculations for various traffic lanes configuration scenarios, calculation of queue lengths for proposed left turn storage lengths, access and circulation analysis for proposed median openings to accommodate left-turns to/from high volume driveways, preparation and review of street and sidewalk lighting illumination calculations, and preparation of PS&E for the project traffic signal design, street lighting design, pedestrian lighting design, irrigation and electrical design, and holiday lighting electrical design.

LIN Consulting, Inc.

Traffic, Civil, and Electrical Consulting Engineers



Saul Kane, PE, TE, PTOE Senior Project Manager



EDUCATION

M.S., 1996, Civil Engineering
University of California, Berkeley

B.S., 1995, Civil Engineering
Pennsylvania State University

LICENSES

Professional Civil Engineer, CA, 61311
Professional Civil Engineer, AZ, 45780
Professional Traffic Engineer, CA, 2226
Professional Traffic Operations Engineer, 1659

PROFESSIONAL AFFILIATIONS

Institute of Transportation Engineers, Member
American Public Works Association, Member

YEARS OF EXPERIENCE: 25 years

Mr. Kane has over 25 years of traffic engineering experience including transportation and traffic engineering design, parking surveys and design, traffic control plans, lighting analysis and design and roundabout design. He has served as a Project Manager and Design Engineer for the preparation of thousands of plans, specifications and estimates (PS&E) for traffic engineering design projects in Southern California. These projects involved traffic signals, signing/stripping, traffic control plans, roadway/trail lighting, and traffic signal interconnect. Mr. Kane's work is always prepared to meet both Caltrans and local agency requirements. His skill set also includes business development, curriculum design, marketing, regional practice leadership, staff supervision and staff training.

RELEVANT PROJECT EXPERIENCE

Design for Rancho Del Oro Drive-San Ramon Drive Traffic Signal (Oceanside, CA) - LCI's Project Manager. As part of the City's Capital Improvement Program, LCI was asked to prepare a traffic signal installation design plan at the intersection of Rancho Del Oro and San Ramon Avenue in the City of Oceanside. LCI teamed with a local Civil Engineering firm to also prepare curb ramp improvement plans and conduct a topographic survey of the intersection. Mr. Kane as LCI's Project Manager was instrumental in acquiring plan set approval with the City, acting as lead engineer on the project and conducting many meetings with City of Oceanside staff. The traffic signal design also included coordination with the local utility company and construction phase services with the signal installation contractor.

Oak Creek Improvements (Escondido, CA)- LCI's Project Manager. Mr. Kane as LCI's Project Manager was asked to prepare traffic signing and striping design plans for Felicita Road and Hamilton Lane in the City of Escondido as part of the Oak Creek residential development. Mr. Kane also managed the preparation of signing and striping plans for Miller Avenue which is located adjacent to the project site and in the County of San Diego. The project included the first ever roundabout location in the City of Escondido which is located at the intersection of Felicita Road and Park Drive. The signing and striping plans focused on safety for pedestrian and bicycles which will be major factor with the new development. Bike lanes with buffers were proposed along Felicita Road and the proposed roundabout included bike lane markings and signage. Specific attention was given to the striping of the proposed roundabout to enhance safety, sign visibility and speed reduction.

Mission Cove (Oceanside, CA) – LCI's Project Manager. Mr. Kane served as LCI's Project Manager for the improvements to Mission Avenue between Carolyn Circle and Roymar Road in the City of Oceanside as part of the Mission Cove project. LCI prepared signing/stripping, street lighting and traffic signal plans for the overall project plan set. The traffic signal modification plan was prepared for the intersection of Mission Avenue and Roymar Road. The proposed project re-designed the southern leg of the intersection for purpose of providing access to the new Mission Cove development. New poles, traffic signal heads, pedestrian heads and pushbuttons were required as part of the project. Mr. Kane coordinated with the City of Oceanside on several design and operation issues during the plan preparation phase of the project.



Sal Contreras, P.E. Civil Lead



EDUCATION

B.S. Civil Engineering California Polytechnic State University, San Luis Obispo, 1997

PROFESSIONAL REGISTRATIONS

Professional Engineer No. 66720, California

PROFESSIONAL AFFILIATIONS

Member, American Society of Civil Engineers
Member, American Public Works Association

YEARS OF EXPERIENCE: 24 years

YEARS WITH FIRM: 5 years (Founding Member)



Sal Contreras is a Principal Engineer with over 20 years of civil engineering design experience involving project master planning, public improvement projects and private land developments. With his broad knowledge and expertise in civil engineering, he provides quality control and design consultation to internal staff for projects of all types. Mr. Contreras is well versed in the management and preparation of feasibility studies, due diligences, master plans, construction plans, specifications, and estimates, and providing construction administration services. He has extensive experience with potable and recycled water infrastructure, water storage tank design, hydrologic and hydraulic studies, grading and drainage design.

RELEVANT PROJECT EXPERIENCE

Pedestrian Crossing Safety Improvements Project (Carpinteria, CA) – Project Manager. Project included safety improvements at Linden Ave a major access road to the most popular beach in the City with high use of vehicle, bicycle and pedestrian traffic. This project also incorporated safety improvements at Bailard Ave, mainly utilized by vehicles and pedestrians accessing The Bluffs, as well as being a Highway 101 on and off ramp access point. Pedestrian safety improvements included sidewalk infill, ADA ramps, curb extensions and crosswalk striping and signage, as well as ADA improvements and high visibility cross walks.

City of Carpinteria Pavement Rehabilitation Project- City Project #15120-2021 (Carpinteria, CA) – Project Manager. As part of a city-wide maintenance program, the City of Carpinteria laid a plan to repair or reconstruct portions of streets at 10 distinct locations. The ECG designs for repairs included cold milling, pavement overlay, dig outs, manhole & valve adjustments, striping and signage, ADA ramp improvements and drainage improvements as related to the rolled curb and gutters.

Creekside Road Safety Improvements (Santa Clarita, CA) – Project Manager. For Phase 2 of this project, ECG provided civil engineering services three raised pedestrian crosswalks with raised planted medians to improve pedestrian safety via traffic calming. Design included structural section of reinforced concrete raised crosswalk, ADA access, and new curb and gutter. Worked closely with the City and Landscape Architect to complete demolition plan, street improvement plan, construction cost estimate, and project specifications. Provided constant communication and support throughout construction phase to address contractor and City questions. Phase 1, completed in 2014, included hydrology and hydraulic analysis and road resurfacing, and ADA improvements leading to an auto dealership center to determine how the proposed improvements would affect stormwater runoff. Provided multiple drainage design alternatives to the client. Project was completed on time and within budget.

10th Street West and Avenue J Improvements (Lancaster, CA) – Project Manager. Project features design improvements for an approximately 3-mile section on two major arterial streets in Lancaster, CA. This project includes typical pedestrian and bicycle improvements to construct curb, gutter, sidewalk, and ADA curb ramps with curb extensions and/or bulb-outs, minor traffic signal modifications (pedestrian push buttons), minor street widening, pavement repair, slurry seal, street tree removal and replacement, bus stop improvements, and existing driveway apron replacements with ADA compliant aprons. Striping was removed and replaced with new striping along the entire project corridor to accommodate new bike lanes with painted buffered lane, and some on-street parking. This project was federally funded and executed accordance with Caltrans Local Assistance Procedures Manual (LAPM), Local Assistance Program Guidelines (LAPG), and the City's federal funding agreements to ensure compliance with all Federal requirements.



James Fallon, P.L.S. Survey Lead



EDUCATION

B.S. Surveying Engineering, California State University Fresno, 1999

PROFESSIONAL REGISTRATIONS

Professional Land Surveyor No. 7807, California

PROFESSIONAL AFFILIATIONS

Past Officer, California Land Surveyors Association, State & Channel Islands Chapter

Past President, ACEC, Channel Coast Chapter

Past Committee Member, Channel Islands CLSA Chapter – Joint Professional Practices Committee

Member, International Right of Way Association (IRWA)

YEARS OF EXPERIENCE: 22 years

YEARS WITH FIRM: 5 years (Founding Member)



James Fallon has over 20 years of experience on a wide variety of land surveying and geomatics projects. He has been responsible for the direct management and production of survey tasks in support of public works and private land development projects, both in the field and in the office. Work performed includes topographic mapping, monument preservation, public agency map and document review, geodetic control networks, boundary surveys, easement and legal description preparation, subdivision mapping, lot line adjustments, ALTA land title surveys, condominium plans, right of way acquisition surveys, construction staking, and data acquisition for Geographic Information Systems (GIS). His work includes numerous public infrastructure projects, encompassing many miles of corridor surveys for design improvements in Ventura, Los Angeles and Santa Barbara Counties.

RELEVANT PROJECT EXPERIENCE

Pedestrian Crossing Safety Improvements Project (Carpinteria, CA) – Survey Manager. Project included safety improvements two major access points to popular beaches in the City of Carpinteria with high use of vehicle, bicycle and pedestrian traffic. Survey included Right of Way research, topographical mapping, and field surveys with all mapping referenced to the NAD83 California Coordinate System, Zone 5 horizontal datum and to the NAVD88 vertical datum.

City of Carpinteria Pavement Rehabilitation Project- City Project #15120-2021 (Carpinteria, CA) – Survey Manager. As part of a city-wide maintenance program, the City of Carpinteria laid a plan to repair or reconstruct portions of streets at 10 distinct locations. The ECG Survey Team performed field surveys at design areas including ADA ramps, spandrels, cross gutters and edge of road where new gutters will be designed and constructed. Field surveys processed and compiled with data obtained from the aerial imagery provided by the City. Additionally, compiled the record right of way locations as depicted in the latest assessor maps. Records georeferenced to the site base map with available monuments recovered during the topographic surveys. A monument inventory was prepared in the work areas and shown on improvement plan.

10th Street West and Avenue J Improvements (Lancaster, CA) – Project Manager. Project features design improvements for an approximately 3-mile section on two major arterial streets in Lancaster, CA. The ECG Survey Team provided survey record research, right way mapping services and field surveys to locate boundary, right of way and control monuments of record for monument preservation and right of way compilation purposes. Techniques utilized include aerial photography and photogrammetry, ground based scanning / Lidar and conventional ground survey measurements. Survey methods chosen to achieve the detail needed for design, while considering safety of public and ECG staff, and reducing costs to the City where possible.

City of Santa Barbara On-Call Surveying Services (Santa Barbara, CA) – Project Manager. ECG currently maintains a multi-year contract with the City of Santa Barbara for Land Surveying services. Services requested include general survey assignments such as topographic surveys for design projects and right of way research and analysis. Detailed topographic surveys have included conventional survey methods and high-definition 3D scanning.

Carpinteria High School HAWK System
Prepared by LIN Consulting, 10-5-21

Prepared by LIN Consulting, 10-5-21			LCI							ECG									
		Sheet Count	William Sun PIC	John Merrill Project Manager	Saul Kane Traffic Lead	Ryan Walbert Assistant PM	Gabriela Ruiz Project Engineer	LCI Total Hours	LCI Task Total	Sol Contreras Principal Eng	Travis Mogg Senior Eng	Julian Escobedo Associate Eng	Ben Hardin Senior Surv	Hector Farias Associate Surv	Two Man Crew (PW)	ECG Total Hours	ECG Task Total	Total Hours	Task Total Amount
Task Descriptions		Hourly Rates	\$210.00	\$200.00	\$200.00	\$165.00	\$140.00			\$185.00	\$155.00	\$140.00	\$165.00	\$140.00	\$255.00				
Task 1: Project Management and Coordination			6	51			4	61	\$ 12,020.00	18	6					24	\$ 4,260.00	85	\$ 16,280.00
1.1	Project Meetings			37			4	41	\$ 7,960.00	2	6					8	\$ 1,300.00	49	\$ 9,260.00
1.2	Quality Assurance/Quality Control		6	6				12	\$ 2,460.00	8						8	\$ 1,480.00	20	\$ 3,940.00
1.3	Project Schedule, Coordination, and Reporting			8				8	\$ 1,600.00	8						8	\$ 1,480.00	16	\$ 3,080.00
Task 2: Preparation of Project Development Documents		10		19	6	8	76	109	\$ 16,960.00	7	57		4	11	6	85	\$ 13,790.00	194	\$ 30,750.00
2.1	Preliminary Engineering																		
	2.1.1 Surveys and Mapping			1			4	5	\$ 760.00				4	11	6	21	\$ 3,660.00	26	\$ 4,420.00
	2.1.2 Utility Coordination and As-Built Review			1			4	5	\$ 760.00								\$ -	5	\$ 760.00
	2.1.3 Site Visits and Field Reviews						16	16	\$ 2,240.00	2	2					4	\$ 680.00	20	\$ 2,920.00
	2.1.4 Caltrans Coordination			4			4	8	\$ 1,360.00								\$ -	8	\$ 1,360.00
	2.1.5 Flood Control District Coordination			2			2	2	\$ 400.00	2	8					10	\$ 1,610.00	12	\$ 2,010.00
	2.1.6 Preliminary (35%) Engineering Drawings	10		4	4	4	28	40	\$ 6,180.00	1	40					41	\$ 6,385.00	81	\$ 12,565.00
	2.1.7 Preliminary (35%) Cost Estimate			1		4	8	15	\$ 2,380.00	1	4					5	\$ 805.00	20	\$ 3,185.00
2.2	Project Report			6	2		12	18	\$ 2,880.00	1	3					4	\$ 650.00	22	\$ 3,530.00
Task 3: Environmental Clearance				2				2	\$ 400.00								\$ -	2	\$ 400.00
	Environmental Clearance			2				2	\$ 400.00								\$ -	2	\$ 400.00
Task 4: Right of Way Determination				1			2	3	\$ 480.00				7	10	4	21	\$ 3,575.00	24	\$ 4,055.00
	Right of Way Determination			1			2	3	\$ 480.00				7	10	4	21	\$ 3,575.00	24	\$ 4,055.00
Task 5: Draft PS&E		10		40	29	31	132	232	\$ 37,395.00	14	125	40				179	\$ 27,545.00	411	\$ 64,960.00
5.1	Caltrans Encroachment Permit Processing			10			20	30	\$ 4,800.00	2	4					6	\$ 990.00	34	\$ 5,790.00
5.2	Utility Coordination			6			14	20	\$ 3,160.00								\$ -	20	\$ 3,160.00
5.3	90% Design																		
	Title Sheet, General Notes	2		1			4	5	\$ 760.00								\$ -	5	\$ 760.00
	Civil Design	4		1			2	3	\$ 480.00	8	100					108	\$ 16,980.00	111	\$ 17,460.00
	Erosion Control Design	1							\$ -	2	1	40				43	\$ 6,125.00	43	\$ 6,125.00
	Signing Design	1		4	4	8	14	30	\$ 4,880.00								\$ -	30	\$ 4,880.00
	Striping design (Pavement Delineation)	1		4	4	8	14	30	\$ 4,880.00								\$ -	30	\$ 4,880.00
	PHB Design	1		6	6	12	42	66	\$ 10,260.00								\$ -	66	\$ 10,260.00
	Cost Estimate			1	1	3	6	11	\$ 1,735.00		4					4	\$ 620.00	15	\$ 2,355.00
	Specifications			3	6			9	\$ 1,800.00		8					8	\$ 1,240.00	17	\$ 3,040.00
5.4	Final (100%) Design, Mylars, and Bid Process			4	8		16	28	\$ 4,640.00	2	8					10	\$ 1,610.00	38	\$ 6,250.00
Task 6: Engineering Support Services during Construction				4	14		32	50	\$ 8,080.00	3	19					22	\$ 3,500.00	72	\$ 11,580.00
6.1	Bidding Support			2	2		8	12	\$ 1,920.00	2	1					3	\$ 525.00	15	\$ 2,445.00
6.2	Construction Observation				8		16	24	\$ 3,840.00	1	10					11	\$ 1,735.00	35	\$ 5,575.00
6.3	Record Drawings			2	4		8	14	\$ 2,320.00		8					8	\$ 1,240.00	22	\$ 3,560.00
HOURS			6	117	49	39	246	457	\$75,335.00	42	207	40		21	10	331	\$52,690.00	788	\$ 128,025.00
Other Direct Costs																		Sub-total Labor	\$ 128,025.00
LCI																		Other Direct Costs	\$ 1,855.00
Printing			\$ 50.00															TOTAL COST	\$ 129,880.00
Mileage - Meetings			\$ 625.00																
Mileage - Field Work			\$ 125.00																
Mailing/Shipping			\$ 75.00																
Utility maps			\$ 100.00																
ECG																			
Mileage - Meetings																			
Mileage - Field Work																			
Mailing/Shipping																			
Title Report			\$880.00																
Total			\$ 1,855.00																



City of Carpinteria

COUNCIL AGENDA STAFF REPORT October 11, 2021

ITEM FOR COUNCIL CONSIDERATION

Purchase of Backhoe Loader Equipment.

STAFF RECOMMENDATION

Action Item X ; Non-Action Item

Authorize the City Manager to purchase a backhoe loader equipment from Quinn Company in an amount not to exceed \$124,500.

Sample Motion: I move to authorize the City Manager to arrange for the purchase of a backhoe loader from Quinn Company in an amount not to exceed \$124,500.

(Requires a roll call vote.)

BACKGROUND

On August 9, 2021, the City Council adopted Resolution No. 6068, declaring certain City-owned property/equipment as surplus assets. Among the surplus assets was the following Public Works Department Street Maintenance Division piece of equipment:

Quantity	Item Description	Year	License Plate No.	Serial No.
1	John Deere, Loader and Backhoe	2001	N/A	LV4400H440757

Surplus assets are identified as equipment that has reached an age or state of disrepair. Due to the age of the surplus backhoe, parts are obsolete and it is no longer utilized by the Public Works Department Street Maintenance Division. A backhoe/ loader is equipment needed for the work of the Division.

The purpose of this agenda matter is to authorize the City Manager to purchase a backhoe/loader to replace the aforementioned surplus asset.

DISCUSSION

Staff requested multiple quotes and finds that Quinn Company is the vendor offering the lowest price for the piece of equipment that will be installed with the various City

standard customizations such as backhoe front buckets and protective windshield for street maintenance purposes. All other quotes provided a higher price and longer delivery time to procure and install City standard customizations. See Attachment A for final quote from the selected vendor.

Staff requested for quotes through the service cooperative public agency, Sourcewell. Sourcewell was originally created by the State of Minnesota legislature as a local unit of government (Minn. Const. art. XII, sec. 3). Sourcewell is governed by local elected municipal officials and school board members [Minn. Stat. § 123A.21 Subd. 4 (2017)]. Sourcewell provides public sector procurement services nationwide and streamlines the required purchasing process to assist local government agencies to obtain compliant competitive bids on supplies and materials. All cooperative purchasing contracts from Sourcewell were competitively solicited and publicly awarded by a government entity acting as the lead agency. The City is a cooperative purchasing member of Sourcewell.

POLICY CONSISTENCY

The recommendation is consistent with the Environmentally Preferable Purchasing Policy (Resolution No. 5686) and the Pavement Management Program of the 2020 Annual Work Plan.

The proposed backhoe loader equipment will be new, diesel-powered, and comply with the current emission standards of the California Air Resources Control Board, such as diesel oxidation catalyst and diesel particulate filter features for construction and earthmoving equipment.

FINANCIAL CONSIDERATIONS

An expense budget adequate for the purchase of the subject Public Works Department equipment is in the Street Maintenance Program (Measure A Fund Vehicle Purchase Expense Account No. 215-431-5762) of the Adopted Fiscal Year 2021-22 Budget.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

The recommendation is in accordance with Carpinteria Municipal Code Chapter 3.32 (Purchasing System).

OPTIONS

The City Council could choose not to accept the staff recommendation or provide direction to staff as appropriate. The prices in the quotes would be subject to increase should the purchase be postponed. Further, the lead time of the product order would increase should the purchase be postponed. The typical lead time is four to six months.

PRINCIPAL PARTIES EXPECTED AT MEETING

None.

ATTACHMENTS

Attachment A: Quotes

Staff contact:

Ashley Chaparro, Sr. Financial Analyst
(805) 880-3406, ashleyc@ci.carpinteria.ca.us



Signature

Reviewed by:

Licette Maldonado, Admin. Services Director
(805) 755-4448, licettem@ci.carpinteria.ca.us



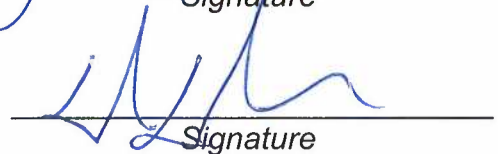
Signature

John L. Ilasin, Public Works Director
(805) 880-3402, johni@ci.carpinteria.ca.us



Signature

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



Signature

ATTACHMENT A

Quotes



151900-02

September 22, 2021

CITY OF CARPINTERIA
Attention: Account Payable
5775 CARPINTERIA
CARPINTERIA, California 93013

Attention: ROBERT HOWARD

Dear Sir,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

New Caterpillar Inc. Model: 415 Backhoe Loader including standard and optional equipment as listed below.

STOCK NUMBER: NS0016428

SERIAL NUMBER: 0H8A

YEAR:

SMU:

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. Subject to availability. If there are any questions, please do not hesitate to contact me at (805) 245-0639 or jacob.bates@quinncompany.com.

Sincerely,

Jacob Bates
Machine Sales Representative

New Caterpillar Inc. Model: 415 Backhoe Loader including standard and optional equipment as listed below.

Standard Equipment

BOOMS, STICKS, AND LINKAGES

BACKHOE

- 14'4" Center pivot backhoe
- 4.3 Meters
- Boom and swing transport locks
- Mechanical operated backhoe and stabilizer controls
- Street type stabilizer shoes

LOADER

- Single Tilt Loader
- Lift cylinder brace
- Self-leveling loader with single lever control
- Return-to-dig (automatic bucket positioner)
- Transmission neutralizer switch
- Bucket level indicator

POWERTRAIN

- Cat C3.6, 55KW (Net 68HP/51kW)
- Water separator
- Thermal starting aid system
- Dry type axial seal air cleaner with integral precleaner
- Automatic dust ejection system
- Filter condition indicator
- Hydraulically boosted multi-plate wet disk brake with dual pedals & interlock
- Differential lock

- Drive-line parking brake
- Torque converter
- Transmission-four speed manual shift
- Neutral safety switch
- Spin-on filters for Fuel
- Engine oil
- Transmission oil
- Outboard Planetary Rear Axles
- Diesel particulate filter
- Hydrostatic power steering

HYDRAULICS

- Load sensing, variable flow system with 35 gpm (132 L/min) axial piston pump
- 6 micron hydraulic filter

- Caterpillar XT-3 hose
- Hydraulic oil cooler
- Flow-Sharing Hydraulic Valves
- Hydraulic suction strainer

ELECTRICAL

- 12 volt electrical start
- 150 ampere alternator
- Horn, front and rear
- Backup alarm
- Hazard flashers/turn signals
- Halogen head lights (2)
- Halogen rear flood lights (2)

- Stop and tail lights
- Audible system fault alarm
- Key start/stop system
- 850 CCA maintenance free battery
- Battery disconnect switch
- External Power Receptacle (12v)

OPERATOR ENVIRONMENT

- Interior rearview mirror
- Rear fenders

- Hand and foot throttle
- Air suspension seat

- ROPS canopy
- 2-inch (50mm) retractable seat belt

- Coat Strap
- Lockable storage area

FLUIDS

- Antifreeze - Extended Life Coolant

-20F (-30C)

OTHER STANDARD EQUIPMENT

- Standard Storage Box
- Transport tie-down points
- Ground line fill fuel tank with
42.3 gal (160L) capacity
- Rubber impact strips on radiator
guard

- CD-ROM Parts Manual
- Safety Manual
- Operations and Maintenance Manual
- Lockable hood
- Tire Valve Stem Protection

MACHINE SPECIFICATIONS**415 07A BACKHOE LOADER**

LANE 3 ORDER	543-3337	\$80,860.00
RUST PREVENTATIVE APPLICATOR	0P-9003	\$0.00
SHIPPING/STORAGE PROTECTION	462-1033	\$112.00
PACK, DOMESTIC TRUCK	461-6839	\$210.00
COUPLER NONE	0P-0210	\$0.00
LINES, HYD CPLR 14FT EXT PILOT	487-6058	\$0.00
GUARD, STABILIZER	555-2396	\$2,410.00
PLATE GROUP - BOOM WEAR	353-1389	\$865.00
PRODUCT LINK, CELLULAR, PLE643	423-7607	\$223.00
DISPLAY, SECURITY, ENABLED	560-6797	\$0.00
FAN, STANDARD CAB/ CANOPY	573-0397	\$515.00
LINES, COMBINED AUX, E-STICK	454-6610	\$238.00
RIDE CONTROL	548-1231	\$3,620.00
SERIALIZED TECHNICAL MEDIA KIT	551-6453	\$1,540.00
INSTRUCTIONS, ANSI	421-8926	\$0.00
CUTTING EDGE, TWO PIECE	559-0872	\$0.00
LOADER BUCKET PINS	9R-5321	\$331.00
BUCKET-MP, 1.3 YD3, PO	545-8548	\$0.00
STABILIZER PADS, FLIP-OVER	337-7436	\$7,056.00
TIRES, 340 80-18/500 70-24, MX	9R-6007	\$348.00
COUNTERWEIGHT, 1015 LBS	533-0488	\$1,745.00
SEAT BELT, 3" SUSPENSION	337-9696	\$1,825.00
SEAT, VINYL	206-1748	\$149.00
WORKLIGHTS (4) LED LAMPS	573-4522	\$0.00
DISPLAY, STANDARD	491-6735	\$452.00
CANOPY, BASE	545-5047	\$0.00
HYDRAULICS MP, 6FCN/8BNK, PT	576-8129	\$0.00
ENGINE, 55KW, C3.6 DITA, T4F	542-7765	\$7,930.00
PT, 4WD/2WS STD SHIFT, PILOT	542-7778	\$0.00
STICK, EXTENDABLE, 14FT, PILOT	543-4900	\$9,930.00
PINS, BUCKET, BHL-F, 45MM-50MM	543-4282	\$4,885.00
BUCKET-HD, 12", 2.8 FT3	178-3593	\$250.00
BUCKET-HD, 18", 4.2 FT3	219-3411	\$1,514.00
COUPLER, PG, HYD.D.LOCK, BHL	219-3386	\$1,618.00
WINDSHIELD (DEALER INSTALLED)	485-5303	\$4,083.00

WARRANTY & COVERAGE

Standard Warranty: 12 MONTHS FULL MACHINE
Extended Coverage: 84 MONTHS / 3,500 HOURS PREMIER
CSA 36 MONTHS / 1,500 HOURS PREVENTATIVE MAINTENANCE PARTS (INCLUDES SOS)

SELL PRICE	\$142,039.50
EXT WARRANTY	Included
CSA	Included
SOURCEWELL DISCOUNT	(\$29,195.98)
PREPARATION AND DELIVERY	\$1,350.00
NET BALANCE DUE	\$114,193.52
TIRE FEE	\$7.00
SALES TAX (9%)	\$10,277.42
AFTER TAX BALANCE	\$124,477.94

PAYMENT TERMS**Cash Invoice Terms**

CASH WITH ORDER
\$0.00

F.O.B/TERMS:

Destination - local taxes may apply

ADDITIONAL CONSIDERATIONS

- Priced per 2021 Sourcewell Contract
- City of Carpinteria Sourcewell ID# 140108
- Caterpillar Sourcewell Vendor ID# 032119-CAT
- Approx Ready to Ship Date: 12/04/21

Accepted by _____ on _____

Signature



City of Carpinteria

COUNCIL AGENDA STAFF REPORT October 11, 2021

ITEM FOR COUNCIL CONSIDERATION

Presentation on the Emergency Housing Voucher Program in Santa Barbara County and response to a related funding request.

STAFF RECOMMENDATION

Action Item X ; Non-Action Item

Receive the status report and direct staff to include the requested supportive services funding as a part of City budgeting for use of American Recovery Plan Act revenue in an amount equal to the City's pro rata share of the expense (currently estimated at \$60,000).

Sample Motion:

I move to receive the Presentation and direct staff to include in the City's American Recovery Plan Act budgeting an amount consistent with the City's pro rata share of Emergency Housing Voucher Program supportive services costs.

BACKGROUND

As a result of the federal American Rescue Plan Act (ARPA), the Department of Housing and Urban Development (HUD) issued Emergency Housing Vouchers (EHV) to public housing agencies throughout the United States. Santa Barbara County received EHV awards to the Housing Authority of the County of Santa Barbara and the Housing Authority of the City of Santa Barbara. The County Housing Authority received 126 vouchers and the City of Santa Barbara Housing Authority received 89 vouchers for a total of 215 vouchers countywide.

The Emergency Housing Vouchers are special Housing Choice Vouchers that provide rental assistance to landlords based on a tenant's income. One-third of the tenant's income is used for rent, and the remainder of the rent payment is covered by the voucher. In the case of EHV, the vouchers will go to homeless people who are matched

through the Coordinated Entry System, administered by the County of Santa Barbara's Housing and Community Development Division (County HCD). This process ensures that the most vulnerable homeless people receive the most assistance.

In addition, the EHV are for permanent supportive housing. As part of the housing first approach to ending homelessness, permanent supportive housing provides both rental assistance and wrap-around supportive services based on each tenant's specific needs.

To support the 215 new households, the County of Santa Barbara's Community Services Department, Housing and Community Development Division issued a Request for Proposals/Qualifications on July 7, 2021 to find a suitable contractor to oversee the administration of supportive services to the voucher holders. Good Samaritan Shelter was the only respondent to the RFP. They submitted a complete proposal and have now been contracted to support persons receiving Emergency Housing Vouchers. Good Sam will have a large team working countywide including mental health and substance abuse professionals. The funding for these services will be secured through federal and state sources.

The purpose of this agenda matter is to allow for the County HCD staff to provide a progress report on this initiative and the plans for delivering supportive services to the voucher holders. County is asking cities for help to fund the cost of the supportive services.

DISCUSSION

The availability of 215 new EHV represents a significant opportunity to permanently house people currently experiencing homelessness in Santa Barbara County. Experience suggests that providing supportive services to residents increases their success in remaining housed over the long term. Supportive services to be provided by Good Samaritan Shelter include case management, life skills training, benefits advocacy, job search, mental health care and substance abuse counseling. Good Samaritan will also provide a 24/7 access line for tenants and landlords. County Staff have indicated that the City of Carpinteria's cost share would be \$60,000, and that the cost would be a qualified ARPA expenditure. The \$60,000 allocation represents the City's pro rata share of projected supportive services cost for the 215 voucher holders. The pro rata allocation is based on each local government's percentage share of eligible persons on the Coordinated Entry System list.

It is unclear whether any of the vouchers will directly benefit Carpinteria residents, given that the County's Coordinated Entry System does not favor any city for selection of participants. Thus, the \$60,000 contribution that the County is requesting is not a guarantee of services for either Carpinteria residents, or that any of the scattered-site housing will be in Carpinteria.

However, staff is recommending approval of this contribution given that homelessness is a regional problem. Staff can report back at the end of this fiscal year on the number of individuals assisted from Carpinteria.

POLICY

Collaborating with the County and other cities to deliver services capable of mitigating homelessness in the region can be found consistent with various policies of the City's General Plan Housing Element, including the below policies that are supportive of a collaborative approach to maintaining and/or expanding levels of rental assistance available in Carpinteria. There are currently a total of 177 Housing Choice Vouchers (also known as Section 8 rental assistance vouchers) being used in the City of Carpinteria, including 111 issued by the City of Santa Barbara Housing Authority and 66 by the County of Santa Barbara Housing Authority.

Shelter for the Homeless: Support countywide programs to provide for a continuum of care for the homeless including emergency shelter, transitional housing, supportive housing and permanent housing. Allocate CDBG funds to agencies assisting homeless persons and families to meet shelter and non-shelter needs.

Programs 4. Section 8 Rental Assistance

The Section 8 Rental Assistance Program meets multiple housing needs. It helps to reduce the number of households that are cost burdened, that is households spending more than they can afford on housing costs. The program also helps to reduce overcrowding as some of the assisted families shared housing with two or three households prior to receiving rental assistance. Additionally, this program helps to meet special housing needs such as the needs of elderly and disabled persons.

The Housing Authority of the County of Santa Barbara administers the Section 8 Housing Choice Voucher Program within the City of Carpinteria. The City of Santa Barbara Housing Authority also provides Section 8 vouchers in Carpinteria. This program assists very-low-income families, the elderly and the disabled to afford decent, safe and sanitary housing in the private market. Since housing assistance is provided on behalf of the family or individual, participants are able to find their own housing, including single-family homes, townhouses and apartments.

In general, a family's income may not exceed the very-low-income limit (50% of the median income) for Santa Barbara County. By law, the Housing Authority must provide 75% of its vouchers to extremely-low-income households whose incomes do not exceed 30% of the County median income.

Carpinteria 2015-2023 Housing Element II Housing Policy Plan 7 November 10, 2014 Under the provisions of the Voucher Program, the tenant pays approximately 30% of his/her income towards rent and the Housing Authority pays the balance of the rent to the property owner who participates in the program on a voluntary basis.

As of 2014, 74 Carpinteria households were being assisted by the Section 8 rental assistance program through the County Housing Authority. In addition, 95 households received Section 8 vouchers through the City of Santa Barbara Housing Authority.

Responsible Agency: Community Development Department; Housing Authority of the County of Santa Barbara; City of Santa Barbara Housing Authority

Funding Sources: HUD; Housing Authority of the County of Santa Barbara; City of Santa Barbara Housing Authority

Objective & Timeframe: 169 Section 8 certificates during the planning period.

FINANCIAL CONSIDERATIONS

As indicated in the Background section above, the County has a contract with Good Samaritan to provide supportive services for the EHV Program. However, the federal and state resources available are sufficient to cover only year one of the three year period during which supportive services for the EHV Program are projected to be necessary. The County is requesting that the Santa Barbara County Continuum of Care¹ and cities consider providing funding that would pay for supportive services to continue in years two and three.

The \$60,000 funding request is believed to be a qualified expense for use of federal ARPA revenue. The City Council is next scheduled to review ARPA revenues and expense options once final rules are made available by the U.S. Department of Treasury.

The City of Carpinteria, along with many other cities, has requested that the ARPA rules concerning making revenue loss estimates account for cities that developed new revenue sources after the proscribed base year. Cities believe this is necessary in order to ensure an apples-to-apples comparison of revenue sources impacted by the pandemic. The City of Carpinteria voters approved a 1.25% local sales tax that went into effect in April of 2019. The proscribed ARPA base year for revenue loss estimating is Fiscal Year 2018-19, a year in which the new sales tax was in effect for less than three months of the fiscal year.

¹ A Continuum of Care (CoC) is a regional or local planning body that coordinates housing and services funding for homeless families and individuals consistent with federal funding rules under the Department of Housing and Urban Development (HUD). The County of Santa Barbara is the lead agency for the CoC and is responsible for coordinating the application process and submitting the final application to HUD on behalf of the local agencies.

LEGAL AND RISK MANAGEMENT

Should the Council approve the funding request, an appropriate agreement will be prepared and reviewed as to form by the City Attorney.

OPTIONS

- A. Receive and file the report and direct staff to include the requested funding as an expense in the City's ARPA budgeting. (staff recommendation)
- B. Receive and file the report.

ATTACHMENT

County of Santa Barbara PowerPoint Presentation

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



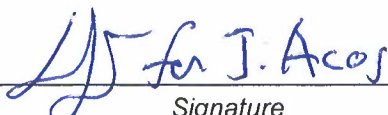
Signature

Reviewed by: Steve Goggia, Community Development
(805) 755-4414, steveg@ci.carpinteria.ca.us



Signature

Reviewed by: Jena Shoaf Acos,
on behalf of Brownstein Hyatt Farber Schreck, LLP
acting as City Attorney of the City of Carpinteria



Signature

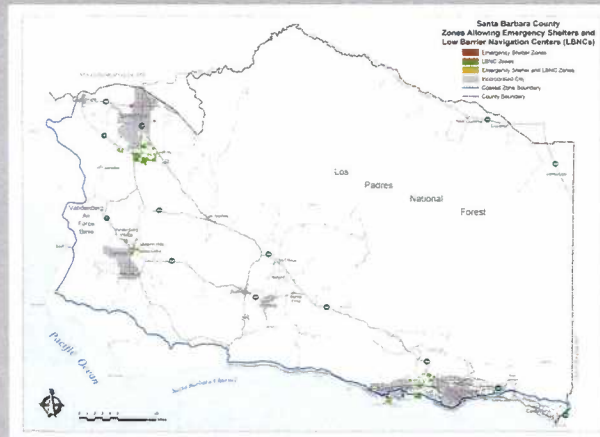


one
COUNTY
one
FUTURE

Emergency Housing Vouchers

City of Carpinteria

October 11, 2021



Today's Agenda

COUNTY-WIDE

Emergency Housing Voucher Program



- Phase II Community Action Plan
- Homekey
- Emergency Housing Vouchers
- Coordinated Outreach Teams

Phase II Community Action Plan

IN THE PAST 6 MONTHS...

339

**RAPID RE-HOUSING
UNITS CREATED**

714 rapid re-housing
units/subsidies are still
needed (total need: 1,053)



**PERMANENT
HOUSING UNITS
SECURED**



46

789 permanent supportive housing
(PSH) units are still needed (total
need: 835)

215

**LONG-TERM
SUBSIDIES
FUNDED**

316 long-term
subsidies/rental assistance
vouchers are still needed
(total need: 531)



137

**TEMPORARY HOUSING
BEDS MADE**

426 beds in emergency shelter,
low-barrier navigation centers,
transitional housing, and/or bridge
housing are still needed
(total need: 563 beds)

NEW FUNDING RECEIVED \$8M



\$6,119,469: State Emergency
Solutions Grant - Coronavirus 2
\$1,904,485: State Homeless
Housing Assistance and
Prevention Program Round 2

**TRANSITIONS OUT OF HOMELESSNESS
AND INTO
PERMANENT
HOUSING
(QUARTERLY)**



Homekey

Successful collaborative project: 2020 in Lompoc
14 units | \$4.1 M budget, \$3.1M award



2021 next steps: state HCD released guidance for grant applications!

- **Timeline:**

- Application released: September 30, 2021
- Bonus Award and Geographical Round Application Due: January 31, 2022
- All Applications Due: May 2, 2022 or until funds are exhausted, whichever comes first

- Identify properties for eligible uses and review Notice of Funding Availability; and

- Join 2021 Homekey Planning and Property Options Group: e-mail Lindsay Walter liwalter@countyofsb.org

Emergency Housing Vouchers

Emergency Housing Vouchers

Who is being referred for EHV?



DISABLING CONDITIONS

42% mental health
23% substance abuse
26% chronic health/physical

"WHERE DO YOU SLEEP MOST FREQUENTLY?"

66% unsheltered
34% shelters/
transitional housing



RACE

81% White
10% Black
6% American Indian
2% Asian
1% Native Hawaiian

ETHNICITY

39% Hispanic
61% Non-Hispanic



Emergency Housing Voucher Program



LANDLORD INCENTIVES!

\$1,500 Signing Bonus
\$2,000 Security Deposit (lesser of one month's rent or \$2,000)
\$2,000 Mitigation Insurance Fund (up to \$2,000)
3 years of Supportive Services

FOR MORE INFORMATION

Housing Authority of the County of Santa Barbara
landlordsupport@hasbarco.org or (805) 737-6188

Housing Authority of the City of Santa Barbara
www.hacsb.org/emergency-housing-voucher-program
or (805) 897-1010



Services to be Provided by Public Housing Authorities:

- Rental Subsidies
- Unit Identification and Inspection
- Landlord Enrollment
- Landlord Incentives
- Mitigation Insurance Fund
- Security Deposit when not available from another source

Emergency Housing Vouchers

The system of care does not have capacity to house an additional 215 households with supportive services

Action Needed:

- *Need for ongoing funding: housing sustainability fund for intensive supportive services*

County of Santa Barbara contracted with Good Samaritan for supportive services:

- Housing placement;
- Case management;
- Housing retention skills;
- Life skills;
- Peer support activities;
- Mental health care;
- Substance use services;
- 24/7 tenant and landlord help phone line;
- Access to physical health care,
- Benefits advocacy.



County of Santa Barbara contribution:
\$1,333,619 for Year 1

Request for one-time funds to support services: \$60,000

City	Percentage of persons on CES List eligible for Emergency Voucher	Share of \$1.5M Investment
Goleta	5%	\$ 75,000
Carpinteria	4%	\$ 60,000
Buellton	1%	\$ 15,000
Lompoc	15%	\$ 225,000
Santa Barbara	40%	\$ 600,000
Santa Maria	35%	\$ 525,000
		\$ 1,500,000

Coordinated Outreach in Carpinteria

- Public Health
- Behavioral Wellness
- CityNet

People served in Carpinteria:

- 16 in Coordinated Entry System
- 6 with eligibility verified for housing interventions in Homeless Management Information System



Proposed Next Steps for Carpinteria

- Provide updates for the bi-monthly Phase II Community Action Plan progress reports
- Homekey engagement
- Fund Supportive Services for Emergency Housing Vouchers in an amount not less than \$60,000
- Feedback about ongoing outreach needs



City of Carpinteria

COUNCIL AGENDA STAFF REPORT October 11, 2021

ITEM FOR COUNCIL CONSIDERATION

Report on off-leash dog park pilot program at El Carro Park

STAFF RECOMMENDATION

Action Item X ; Non-Action Item

Staff recommends that the City Council:

1. Receive and file the report on off-leash dog park pilot program; and
2. Staff recommends the Program be continued for another year with adjustments. These adjustments include amending the sign program to define a 30 foot buffer for the western most area of the park, and improving communications with dog owners about park rules.

Sample Motion:

1. I move to receive and file the report on off-leash dog park pilot program at El Carro Park; and
2. I move to continue the Pilot Program for another year to November 1, 2022 and to amend the sign program to define a 30 foot buffer for the western most area of the park, and to implement an enhanced communication program with dog owners about park rules.

BACKGROUND

On September 28, 2020, Council adopted Resolution No. 6006, establishing rules and hours of operation pertaining to a one-year pilot program for an off-leash area for dogs on the northern portion of El Carro Park. The pilot period ends November 1, 2021.

As a part of its establishment of the pilot program, the City Council directed that no later than the regular City Council meeting of October 11, 2021, City staff provide a report on the program. The report (see Attachment A) is to address, at minimum, park user feedback, identified conflicts and if / how resolved, and recommendations for the future of the off-leash area at El Carro Park and possibly other City Parks.

The purpose of this agenda matter is to provide the El Carro Park off-leash dog park pilot program report, receive public comment, and allow City Council the opportunity to deliberate and direct staff as it determines appropriate.

DISCUSSION

The off-leash area in El Carro park is limited to the North El Carro Park soccer field. The program allowed for certain off leash hours when no organized sports was permitted by the City. During a majority of the dog park off-leash pilot program, Oct. 31, 2020-November 1, 2021, all organized sports activities were halted due to the COVID-19 pandemic.

With no organized sports on the field, the off-leash pilot program experienced no field schedule conflicts. This allowed for a smooth first effort in the City's attempt to accommodate C-DOG's request to allow off-leash privileges.

Youth activities resumed mid June 2021, with the start of Carpinteria Valley Little League and American Youth Soccer Organization in late August. Staff informed C-DOG of the approved permits for both youth leagues including the Central Coast Adult Soccer League, which uses the field for games on Sundays. C-DOG has agreed to deploy a temporary fence during times when organized sport desires to use the field for practices and can share the field. Since organized activities were on hold for a majority of the year, the portable fence purchased by C-DOG was not required during the extension of hours from 8:30 AM - 11 AM, until mid-June.

C-DOG representative did maintain a data log on off-leash activities and are included in the Pilot Program Report.

Complaints received by the City were mostly reports of off-leash hour violations and noise created by barking dogs outside the permitted timeframes along with an increase in odor caused by unattended dog feces. These complaints came mostly from households in Seacoast Village abutting the El Carro Park boundary.

One resident pointed out in a letter dated September 21, 2021, that C-DOG members and other dog owners using the park during the off-leash hours tend to congregate on the western side of the park, directly adjacent to Seacoast Village.

A buffer zone could be established along the western boundary where off-leash dogs are not allowed. This will be challenging to enforce, but with some additional signage

and communications, it may help with the nuisance complaints of noise and odor. An approximate 30 foot buffer is all ground in the park west of the defined trail along the western side of the field.

The Report recommends that the pilot program be continued for another year in order to (a) see how neighbor concerns respond to the recommended adjustments included in the Report, and (b) gain broader and deeper experience with other park user groups in order to better understand potential compatibility issues and, if necessary, develop mitigation measures.

POLICY CONSISTENCY

The City's General and Local Plan policy OSC-14 directs the City to pursue the provision of adequate parks and open space for all community members.

FINANCIAL CONSIDERATIONS

Additional signage proposed will cost approximately \$500.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

Off-leash areas without fencing cause potential conflicts among users and are thought to have a higher exposure to liability. The City acquires liability insurance as a member of the California Joint Powers Insurance Authority. Staff has discussed risk management with regard to dog parks with the City's assigned risk manager and reviewed written guidance the Authority provides concerning Dedicated Dog Parks. The Authority does not have any guidance documents concerning other types of off-leash areas. According to the City's assigned risk manager, a fenced area is a preferred approach to reduce potential City liability.

OPTIONS

- A. Continue the pilot program for another year (Staff recommendation). The Pilot Program Report makes some recommendations should the City Council wish to continue the Program for another year. These include making adjustments to the sign program, defining a buffer for the western most area of the park, and improving communications with dog owners about park rules.
- B. Make the program permanent. Staff does not recommend this because it is felt that getting more experience with the public response to changes being recommended and with other user groups could help to promote compatibility and avoid conflicts.
- C. End the pilot program at El Carro Park. Should the Council determine to discontinue off-leash dog time at El Carro, it could direct staff concerning establishment of a different type of dog park at El Carro and/or explore dog park types at other locations

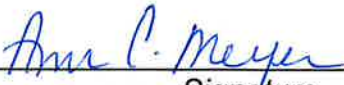
PRINCIPAL PARTIES EXPECTED AT MEETING

Members of the non-profit C-DOG, Inc. organization
Residents of Seacoast Village
Other Park users and representatives of Park user groups.

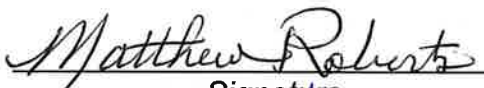
ATTACHMENTS

- A. El Carro Park Off-Leash Area Pilot Program Report
- B. Resolution No. 6006

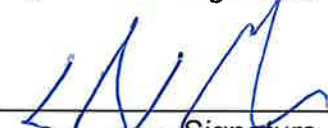
Staff contact: Ann Meyer
(805), 755-4432 annm@ci.carpinteria.ca.us


Signature

Reviewed by: Matt Roberts
(805), 755-4449 mattr@ci.carpinteria.ca.us


Signature

Reviewed by: Dave Durlinger, City Manager
(805) 755-4400, daved@ci.carpinteria.ca.us


Signature



City of Carpinteria
El Carro Park Off-Leash Area
Pilot Program Report
October 31, 2020 – November 1, 2021

Background

On September 28, 2020 the City Council adopted Resolution No. 6006, (attached) establishing the north field portion of El Carro Park (depicted below) as an off-leash dog area designating the Animal Control Director (City Manager or designee) as the person with authority to author and enforce off-leash area rules, days and hours of use.

The term of the pilot program is one year from October 31, 2020 to November 1, 2021. The purpose of this program report is to measure the program's overall effectiveness and determine whether the off-leash area and hours should continue as a permanent feature of El Carro Park.



The members of the organization, C-DOG (Carpinteria Dog Owners Group) formed an Ambassador Program where trained volunteers are present at the park during the off-leash hours of operation to assist with education for compliance with the rules for off-leash usage. During the pilot program period, the established off-leash hours are Sunday through Friday from park opening¹ to

¹ City parks are open 30 minutes before sunrise until thirty minutes after sunset.

8:30 AM and Saturdays from park opening until 8:30 AM which can be extended to 11:00 AM when temporary fencing is deployed by C-DOG to separate organized sport activities and the dogs. Afternoon hours during Pacific Standard Time are 3:00 PM to park closure and during Daylight Savings Time 4:30 PM to park closure.

Organized sport activities have complete use of the North Field when scheduled in advance. Members of C-DOG are given notice to organized sports' schedule and are asked to not expect off leash privileges. Upon notice, C-DOG members are to update the onsite message board and their website to reflect the changes in off-leash hours at the park.

The C-DOG board of directors committed to recruiting and training Ambassadors that are to keep daily logs of the off-leash activities, including the number of dogs present and any incidents that may occur in the late afternoon hours. Any incidents involving injury are to be immediately reported to Code Compliance Animal Control or Sheriff, if after working hours.

City Staff conducted meetings with C-DOG representatives on 1/21/21, 2/03/21, 4/23/21, 8/12/21 and on 10/07/21 to coordinate the pilot program and discuss the ongoing program.

Pilot Program Overview

City staff prepared for the permitted off-leash area by installing a low post and rail fence along the north parking lot off Foothill Road in order to guide access to the park through posted entrances. Also, Staff installed a signage system at the site that is in conformance with the City Council approved design as presented at the Council meeting held on Septemebr 28, 2020.
(see Exhibit A)

Signage is bilingual at all locations including the main North Field entrance, located by Girls Inc., and as parkgoers enter to the north from the South Field, where the baseball diamonds and play area are located. Boundary signs are posted as parkgoers exit the permitted off-leash area. Additionally, the City purchased and installed a message center to be maintained and updated by C-DOG with appropriate information pertaining to park usage by dog owners and permitted off-leash area hours, including any deviations due to organized sports or other special events.



Park User Feedback.

Complaints received by the City were mostly reports of off-leash hour violations and noise created by barking dogs along with an increase in odor caused by unattended dog feces. These complaints came from households in Seacoast Village abutting the El Carro Park boundary.

One resident pointed out in a letter dated September 21, 2021, that C-DOG members and other dog owners using the park during the off-leash hours tend to congregate on the western side of the park, immediately adjacent to Seacoast Village. This proximity exacerbated noise issues. The letter was followed up by emails including photos of feces left behind adjacent to the eastern fence line by Seacoast Village.

The adult soccer league voiced its concern of increased feces, while paying for their field use time in mid-September.

C-DOG board members were advised of all complaints received by the City. While C-DOG board members and their Ambassadors are not responsible for activities outside the hours of the approved off-leash use, the pilot program may cause an increase in dog visitorship throughout the day, leading to a concentration of dog use and associated nuisance complaints. Between January 19 and July 10, 2021, Code Compliance Officers made fifty-six (56) visits to El Carro Park during the non-off-leash hours of the day. No violations were noted in thirty-six (36) of those visits. Twenty-seven (27) contacts were made concerning violations with dog owners being advised of the off-leash rules and times. Officers reported that one individual was contacted twice during this time period.

City Staff Resources

The off-leash program requires staff resources in terms of maintenance, code enforcement and administrator's time. The City has not received any reports of concerns or maintenance issues from the off-leash area, with the exception of the new fence installed to guide park visitors by a Rules Sign being vandalized, requiring repair.

Code Enforcement Staff visited El Carro Park 56 times between January 19 and July 10, 2021. In these visits they made 27 off-leash compliance contacts. No other code enforcement matters were reported.

It is not possible to have a constant City Staff presence at the park to monitor compliance full time. The C-DOG Ambassador Program, discussed below, is seen as an important element of the off-leash program to help keep rule compliance at acceptable levels.

Identified Conflicts and If / How Resolved.

During a majority of the pilot program, all organized sports activities were halted due to the COVID-19 pandemic. Youth sports leagues resumed mid June 2021, with the start of Carpinteria Valley Little League and American Youth Soccer Organization in late August. Staff informed C-DOG of the approved permits for

both youth leagues as well as the Central Coast Adult Soccer League, which uses the field for games on Sundays. Since organized activities were on hold for a majority of the pilot program, the portable fence purchased by C-DOG was not necessary during the extension of hours from 8:30 AM - 11 AM, until mid-June. During this short three-month timeframe there were no complaints from the youth sport organizations.

There were no bite reports and only one incident involving injury caused by off-leash dogs at El Carro Park during the course of the pilot program. The injury, reported by C-DOG, was deemed minor and involved a young girl standing next to the portable fence who was knocked down by two dogs playing, scraping her arm on the walkway curbing. C-DOG Ambassadors tended to her scrape wound and followed up with the child's mother, according to the report.

C-DOG Ambassadors have been present during the late afternoon/evening hours only. The ambassadors logged an average of thirty-four (34) dogs per day with a total of seven (7) complaints made to them ending through the third quarter of the program.

C-DOG has expressed a need for additional and/or larger signage for the rules and hours of allowed off-leash activity along with additional trash receptacles near the bag dispensers. During a Zoom meeting held on September 21, 2021, these requests were discussed between City staff and C-DOG board members. Another Zoom meeting is scheduled on October 7, 2021 to review and discuss the complaint received on September 21. The author of the letter has been invited to join the meeting. This report will not include the outcome of that meeting as the date to finalize this report precedes the meeting.

C-DOG's Work

As a part of the Pilot Program, C-DOG offered to develop and maintain a volunteer program they call their Ambassador Program. These volunteers were to be present during afternoon hours to help guide off-leash area users to comply with rules and to help record and resolve any concerns. C-DOG's effort here was seen as essential to the success of the off-leash program. Ambassador's observations were used to help compile their quarterly reports submitted to the City.

C-DOG continues to coordinate and staff the Ambassador Program but has indicated verbally that having an ambassador present on a daily basis during all afternoon off-leash hours is proving challenging.

Recommendations for the future of the off-leash area at El Carro Park and possibly other City Parks.

While nuisance and safety complaints (as described in detail above) were received by the City during the pilot program, they were relatively few, with most of them being characterized as nuisance complaints.



The operation of the pilot program has allowed for some measurement of the compatibility with the adjacent neighborhood but, due to pandemic restrictions, little for compatibility with other user groups, in particular youth sports leagues. Should the program continue for another year, some adjustments are recommended to mitigate neighbor concerns. These include adjusting the sign program, defining a buffer for the western most area of the park, and improving communications with dog owners about park rules.

Adjustments to the sign program could include relocation of signs, increasing the number of signs, and adding new content to the signs. This has been suggested by C-DOG representatives. The initial sign program was comprehensive and it is difficult to measure what more signage will accomplish. If a buffer area is established on the western side of the off-leash area, signs could be used to help define the buffer.

The City could attempt to use various methods of communication to improve dog owner compliance and understanding of the off-leash area privileges allowed during the pilot program. While C-DOG has done a good job of communications with park users, the City could also design a communication program to reinforce the message about the program in hopes of getting better compliance and help reduce the concerns of adjacent neighbors. This could include direct mail, social media tactics and communications through the dog license program.

Staff has concluded that the use has potential to be compatible but a continuation of the pilot program is desirable in order to (a) see how neighbor concerns respond to the recommended adjustments, and (b) gain broader and deeper experience with other park user groups in order to better understand potential compatibility issues and, if necessary, develop mitigation measures.

Attachments

Attachment A: C-DOG quarterly reports

Attachment B: Other Correspondence

Attachment C: Off-Leash Dog Area Sign Program

Attachment A
C-DOG Quarterly Reports



To: City of Carpinteria
From: C-DOG: El Carro OLA Committee
Date: January 28, 2020
Subject: Quarterly Report on El Carro OLA Pilot Program

Background

On September 28, 2000, Resolution No. 6006 was adopted, establishing an off-leash area for dogs in El Carro Park and designating the Animal Control Director as the person with the authority to author and enforce rules including hours and days of use. Appropriation of \$12,500 from the Parks Improvement Fund to the Parks Maintenance Account to fund certain improvements in El Carro Park.

The north field of El Carro park was established as the location for the OLA (shown in the upper right corner of the photo below). Duration of the pilot program is one year beginning October 31, 2020.



Carpinteria Dog Owners Group



Hours of operation (proposed by City staff and accepted by C-DOG):

Mornings

- Sunday - Friday from park opening until 8:30 AM
- Saturday from park opening until 8:30 AM (8:30 AM to 11AM when temporary fencing is deployed)

Afternoons

- Daily (Standard Time) 3:00 PM to park closure
- Daily (Day Light Savings) 4:30 PM to park closure

(Excepting times when organized sports has been granted use of the field by the City in writing)

Ambassador Program

Our Chief Ambassador is Van Fleisher. Van recruits other C-DOG Ambassadors who volunteer in the evening hours. Ambassadors are trained to educate users on OLA rules and responsibilities, provide masks, fill water bowls, manage waste sweeps, lock up supplies and keep a log of incidents and utilization counts.

Improvements

1. Fencing added to northern boundary of park, separating parking area adjacent to Foothill Rd. from rest of north field is rolled out when there is shared use on the field.
2. Message center is being used for posting rules and other various announcements.
3. Signage regarding OLA boundaries, hours, and usage rules has been installed.
4. Two bag dispensers (provided by C-DOG and C-DOG member) have been installed.
5. Bin of loose dirt to fill holes and cover wet waste is stored on boundary side.
6. Large water bowl is kept filled during OLA hours.

Metrics for Determining Success

1. Compliance with off leash rules.
2. Volume of dogs utilizing the area during off leash hours.
3. COVID compliance.
4. Community feedback.

Carpinteria Dog Owners Group



Program Status Update

At 25% of the way through, the pilot program appears to be successful in its first stage. There have been three favorable news articles written since October (two in the Coastal View and one in Santa Barbara Newspress). Utilization averages 35 dogs per day, with highest attendance on Dec 21 with 56 dogs. Only one dog-on-dog altercation was recorded by a C-DOG Ambassador and that has since been resolved. No dog-on-human altercations have been recorded. At time of report only two complaints have been reported directly by individuals to the City Staff. One complaint was reported to Ann Meyer, who directed the individual to speak to the Ambassador on duty at the park. Their conversation revealed the individual's concern was not actually with the OLA, and he called the City to rescind his complaint as a misunderstanding. The second complaint was registered by a resident of Seacoast Village via letter sent directly to Dave Durlinger. A meeting between Matt Roberts, the Seacoast Village resident(s) and members of C-DOG is in process of being scheduled.

Status by Metric

- Complaints: 2
- Daily Utilization Average: 35
- Total Utilization for first three months: 3,150
- Compliance with OLA rules: 100%

Challenges

- Access to storage for supplies/temporary fencing
- Water access
- Bag supplies

Upcoming Goals/Plans

- Permanent Water Station
- Labels installed on dog bag dispensers
- Increase Ambassador volunteers for Day Light Hours
- Post-Covid events such as training and agility demonstrations

Attachments

Testimonials

Daily OLA Log/Stats

Incident Report

News articles

Ambassador Brochure

Signage

Carpinteria Dog Owners Group



Testimonials

Kudos to the Off-Leash area at El Carro. I look forward to taking my grand puppy (Lola) there when she visits (frequently) and meeting my brother & sister-in-law there when out on my bike. It is a lovely community event for dog lovers and an opportunity to meet other likeminded people and the beautiful dogs. I really don't understand the reluctance to have a dog park. I have discovered many dog parks while traveling with Lola up and down the coast. I believe most cities have at least one and many in beautiful settings. I urge you to take a look at the dog park in Buellton with the donors listed, a warm and fuzzy feeling! 33% of Californian households have a dog. GenX and Millennials make up over 2/3 of pet ownership. Perhaps it is a little old-school to not participate, I would think it keeps dog owners a bit more law-abiding to have a designated park. Always available to lend a hand here! Sincerely,

Marianne Bloom

I would like to thank all those C-Dog Ambassadors who make it possible for us to bring our dog to El Carro Park in the afternoons. Our dog loves running and socializing with other dogs, and it is so good for her! We don't know which days we will be able to go, so it is wonderful to know that this is an option, and that the faithful ambassadors will be there, giving their time to make this possible for us. We are so appreciative! It continues to be a positive experience for all.

Janey C

Dear Parks Department, I am so happy about the wonderful way the off-leash area is doing at El Carro park. I use it regularly with my dog and she always finds friendly canine companions to play with and exercise with. The sense of community between neighbors also keep building because of the shared time at the park. Sometimes I have seen as many as twenty or more dogs and owners all harmoniously sharing the space and enjoying the beautiful area. The volunteers from C-dog are also watchful and rapidly break up any doggie controversies that may be getting a bit too energized. Sincerely,

Valerie Bentz, Carpinteria

A special thanks to all who worked so diligently to get this great off leash area going. A lot of well-mannered and energetic dogs having fun! All the humans watching each other's pals just in case! Plenty of doggie bags around. Great place to spend some time even with a mask!

Joe Strickland

The new off leash dog area in Carpinteria has been a blessing for me and, more importantly, for my dog. I am very grateful for this new opportunity. Everyone at the park is very friendly, considerate, and responsible regarding their dogs. Watching the dogs playing happily while in the company of a really nice group of people is a pleasure I look forward to every day.

Josie Sutton

Carpinteria Dog Owners Group



To whom it may concern, My puppy and I have attended off leash hours at El Carro park since November 1, 2000 approximately six days a week. The ability to introduce my puppy to a variety of other dogs and people in a monitored, safe, and legal environment has been invaluable. I am so pleased to say that my now eight-month-old Aussie is well socialized, respectful of other dogs and people due to the ability to play off leash at El Carro Park. During the sometimes dark days of the COVID pandemic, going to the dog park, being outdoors in a safe and socially distanced environment, and seeing the joy so clearly displayed by the dogs at El Carro has really brightened my life. I can attest to the responsibility of the dog owners at El Carro. All humans wear masks, stay at least 6 feet away from others, and always pick up after their dogs. I urge you to drop by El Carro any afternoon and see the safe and responsible fun taking place. Thank you,

Usha Atterbury and Lincoln

Nothing makes a puppy parent happier than to see her kids running free and having a good time. The El Carro off-leash area finally provides that opportunity. Thanks,

Karen Cornelius

Thank you for our great Carpinteria Off-Leash Area. It has literally saved our lives during this past year for us and our favorite 4-legged friends. The park has been a safe place to gather with our pups and let them enjoy socializing and enjoy each other. We see different people there each day who venture out (socially distanced of course with masks) with one purpose to make a healthy safe place to let the dogs run for an hour or so a day. There is fabulous attendance with people from all around the city and great volunteers who enforce the rules and be sure we are safe. We are forever grateful for Carpinteria for allowing this. Everyone gets along and we understand there is a person in the neighborhood who does not like the park but we understand he does not know anything about the park or its goals or what goes on there.

Nancy Palmer

Overall, I think it has been a great success. 1. Dogs love it and have a great time. 2. It's an opportunity to meet new people. Dog owners are usually nice folks to know. 3. The human group is responsible when it comes to keeping the area clean and neat. 4. One couple brings a trash-grabber and trash bag and picks up litter in both portions of the park. Submitted by...

Sanderson M. Smith

Hello C-Dog, I just wanted to give your group a big thank you for all your hard work in creating a place where my dog and I can socialize. I have lived in Carpinteria since 1979 and we have never had a safe fun place for our dogs before. I especially appreciate the docents that put in their time to make sure people are wearing masks, are socially distanced, are picking up their dog's waste and are keeping the dogs in line. No other dog area I have been to has this feature. Thank you, please keep up the good work,

Sandra Kuttler

Carpinteria Dog Owners Group



We love the El Carro off-leash area. Our dog Hunter can't wait to go every day and see his buddies. It's been so great for him to socialize and be around all kind of dogs. Everyone does a great job wearing their masks and we appreciate Van and all of the volunteers. It's such a great thing for our community!

Sara Scott

Hello, I would like to finally take the time to let you know how much we (me and my pup) are enjoying the off-leash hours at El Carro Park. We usually come between 3 to 5 p.m. most days. The atmosphere on the field is one of caring support and fun for all 4-legged and 2-leggeds. The "Ambassador" on duty provides helpful information and ensures safety for all concerned. The new faces are always greeted in a positive and accepting way. Most people form their own groups where their pups play while they visit. We all look out for each other and for all dogs on the field. Unforeseen interactions by the pups are dealt with immediately, often resulting in dogs being put on leash for a "time out." This off leash park is my 'covid relief' and my pup's too! I live alone so do not have much human interaction at home. My pup has lots of energy and loves to sprint and fetch. The El Carro off leash hours are very much our physical and mental therapy during these very challenging days. I appreciate all that CDOG is doing to make this a positive place to be daily. I appreciate the City of Carp working with CDOG to help make this a Win-Win for all.

*Respectfully Submitted By: Jacquelyn Geary
5331 Star Pine Road Carpinteria, CA 93013*

Dear C-Dog Members, I just want to express my appreciation to you for creating and maintaining the wonderful Off-Leash play time for our furry friends at El Carro Park. My daughter brought her 9-year-old dog over the other day — usually a very sedate "house dog" type. But when he got to the park, he just "bloomed" ... loping along with the other dogs, chasing the ball, and generally, having a ball! It was such a pleasure to watch (and he so needed the exercise!!) I know that dogs can often appear aggressive when they are in their own yard, protecting their "turf," and perhaps that is why some people fear them. But when they are off-leash in a "neutral" area like the park, their behavior changes entirely. They become friendly and social with each other, and with other people ... even, I have observed, "well mannered" when it comes to going after a ball. And if a child throws a ball for them, they recognize that this is a child and will often bring the ball right back to them and drop it at their feet! So it's a wonderful way to introduce children to the fun of having a dog. As a senior myself, I also appreciate the fact that you all wear masks and keep a safe social distance! It makes it a lot more comfortable for me to be there. Again, many thanks!

Jackie Morris

I am an 8th grader at CMS and I love the volunteer opportunity that C-Dog's ambassadors program offers. My family is hosting an exchange student from Switzerland and she is going to help us at the off-leash park which is a great chance for her to meet new people. The off-leash hours really brings the community together in a safely distanced way! Thanks,

Evelyn Calkins

Carpinteria Dog Owners Group



Hi, just a little input about El Carro. I've been bringing my dog to El Carro since he was a puppy. A very healthy environment for our dogs to go and play. Want to thank the City for allowing the off-leash hours. It has been very enjoyable to be able to let our dogs off leash to play with each other. I only wish that the community of Carpinteria could all see what fun our dogs have. The park monitors have been managing everything very well. All the dogs are pretty well behaved and owners have been very responsible in watching their dogs. This park is dog heaven! My Cooper thanks you!

Carolyn Medel

We Neil Friedman and I believe that the dog park has been a valuable resource that allows dogs to socialize and exercise to maintain their physical and mental well-being. It is also affording a nice opportunity for the dog owners to connect and socialize as well, which has been very important given the restrictions of Covid. I know several people who attend the Dog Park who say this is their only social outlet....and they feel safe as all wear masks and keep a social distance from each other. We thank all that have spent a considerable amount of their time & resources to make a dog park possible for our community.

Carolyn Wood Friedman

We have had such a great experience with the off-leash area. There is always a volunteer there during off leash hours and they are so nice and helpful. They keep a keen eye on any dog droppings to make sure they are all picked up. We are very thankful our city finally has a place for dogs and their families! Thank you,

The Calkins Family

Carpinteria Dog Owners Group



Daily Log

Date	Day	Dogs	Day of Week	Total Dogs
31-Oct-20	Sat	51	Sat	33
1-Nov-20	Sun	17	Sun	31
2-Nov-20	Mon	36	Mon	39
3-Nov-20	Tue	33	Tue	35
4-Nov-20	Wed	28	Wed	29
5-Nov-20	Thu	32	Thu	28
6-Nov-20	Fri	23	Fri	30
7-Nov-20	Sat	16		
8-Nov-20	Sun	21	Avg Dogs p/Day-Nov	28
9-Nov-20	Mon	34	Avg Dogs p/Day-Dec	35
10-Nov-20	Tue	23	Avg Dogs p/Day-Jan	
11-Nov-20	Wed	21		
12-Nov-20	Thu	22		
13-Nov-20	Fri	28		
14-Nov-20	Sat	27	Total Dogs to date	2969
15-Nov-20	Sun	39		
16-Nov-20	Mon	39		
17-Nov-20	Tue	28		
18-Nov-20	Wed	32		
19-Nov-20	Thu	42		
20-Nov-20	Fri	29		
21-Nov-20	Sat	27		
22-Nov-20	Sun	23		
23-Nov-20	Mon	41		
24-Nov-20	Tue	29		
25-Nov-20	Wed	33		
26-Nov-20	Thu	13		
27-Nov-20	Fri	21		
28-Nov-20	Sat	22		
29-Nov-20	Sun	30		
30-Nov-20	Mon	35		
Nov Month Total			844	
1-Dec-20	Tue	46		
2-Dec-20	Wed	31		
3-Dec-20	Thu	35		
4-Dec-20	Fri	42		
5-Dec-20	Sat	35		
6-Dec-20	Sun	25		
7-Dec-20	Mon	27		
8-Dec-20	Tue	32		
9-Dec-20	Wed	28		
10-Dec-20	Thu	35		
11-Dec-20	Fri	47		
12-Dec-20	Sat	36		

Carpinteria Dog Owners Group



Daily Log (continued)

13-Dec-20	Sun	31	
14-Dec-20	Mon	53	
15-Dec-20	Tue	40	
16-Dec-20	Wed	25	
17-Dec-20	Thu	35	
18-Dec-20	Fri	39	
19-Dec-20	Sat	45	
20-Dec-20	Sun	49	
21-Dec-20	Mon	56	
22-Dec-20	Tue	31	
23-Dec-20	Wed	29	
24-Dec-20	Thu	22	
25-Dec-20	Fri	21	
26-Dec-20	Sat	27	
27-Dec-20	Sun	29	
28-Dec-20	Mon		Rain
29-Dec-20	Tue	38	
30-Dec-20	Wed	20	
31-Dec-20	Thu	34	
Dec Month Total			1043
1-Jan-21	Fri	23	
2-Jan-21	Sat	30	
3-Jan-21	Sun	28	
4-Jan-21	Mon	30	
5-Jan-21	Tue	45	
6-Jan-21	Wed	37	
7-Jan-21	Thu	35	
8-Jan-21	Fri	29	
9-Jan-21	Sat	34	
10-Jan-21	Sun	34	
11-Jan-21	Mon	46	
12-Jan-21	Tue	38	
13-Jan-21	Wed	31	
14-Jan-21	Thu	34	
15-Jan-21	Fri	31	
16-Jan-21	Sat	36	
17-Jan-21	Sun	39	
18-Jan-21	Mon	35	
19-Jan-21	Tue	34	
20-Jan-21	Wed	44	
21-Jan-21	Thu	33	
22-Jan-21	Fri	36	
23-Jan-21	Sat	37	
24-Jan-21	Sun	32	
25-Jan-21	Mon	39	

Carpinteria Dog Owners Group



Daily Log (continued)

26-Jan-21 Tue	32		
27-Jan-21 Wed	19		
28-Jan-21 Thu	8	Rain	
29-Jan-21 Fri	38		
30-Jan-21 Sat	29		
31-Jan-21 Sun	35		
Month Ttl	1031	Average p/d	37

Carpinteria Dog Owners Group



INCIDENT REPORT

NAME OF PERSON REPORTING THE INCIDENT: Van Fleisher

EMAIL: woof@c-dog.org PHONE: 267.251.3375

ADDRESS: 1393 Vallecito Place, Carpinteria

DATE OF INCIDENT: Dec / 10 / 2020 TIME 4:50 ☐ AM ☒ PM

DESCRIBE THE INCIDENT: While serving as an Ambassador at El Caro OLA, a man and a young woman arrived at the park and began walking onto the field. The woman was masked but not the man. The man is known to me and I asked him if he needed a mask and he replied that he had one. I asked him to "please" put it on. He replied that he was socially distanced and didn't need one. I explained that a mask was required and that he could not stay on the field without one. He refused and I told him that my only option was to report him. I called Code Compliance and while doing so, he and the woman left.

NAME AND BREED OF YOUR DOG: NA

WERE YOU INJURED: ☐ YES ☐ NO

IF YES, DESCRIBE THE INJURY: _____

OFFENDING DOG INFORMATION:

NAME AND BREED OF THE DOG: _____

NAME OF OWNER: Tom ?

EMAIL: _____ PHONE: _____

ADDRESS: _____

WITNESS 1: _____ PHONE: _____

WITNESS 2: _____ PHONE: _____

C-DOG AMBASSADOR: Van Fleisher PHONE: 267.251.3375

DOCUMENT THE INCIDENT WITH PHOTOS OF INJURED DOG, PERSON, OR ANYTHING RELEVANT TO THE REPORT. THIS WILL HELP IN REPORTING THE INCIDENT TO THE AUTHORITIES.

Carpinteria Dog Owners Group

4924 Carpinteria Avenue, Carpinteria, CA 93013  www.C-DOG.org, info@c-dog.org



[Barefoot in the bark - Santa Barbara News-Press](#)

[Carpinteria Dog Owners: C-DOG | Facebook](#)

- Doggy Halloween Virtual Contest October 31, 2020
- Pet Scents Promotion (vendor discount offered)

Carpinteria Dog Owners Group

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Most Popular - Instagram

Cooper the Dodger dog



Most Popular - Facebook



Most Hilarious Hound



Most creative canine

Riley - The combination of the spooky set and homemade repurposed pillow case costume marks this as most creative. Riley a 5-month old German Shepard mix puppy



Cutest Pooch

Almost impossible to decide this one.

Covey the cavalier as winner for those big puppy eyes and perfectly timed doctor with a mask themed outfit during the pandemic





Off-Leash Hours

PACIFIC SAVINGS TIME

Sunday - Friday
Saturday
Daily

Park Open - 8:30 AM
Park Open - 11:00 AM
3:00 PM - Park Close



Carpinteria Dog Owners Group

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Ambassador Brochure

The C-DOG Ambassador Program

The most successful off-leash areas (OLAs) are those that have a formalized volunteer program that monitors each area. C-DOG Volunteers who do this will be called Ambassadors.

Their primary function is to indoctrinate OLA users with respect to the OLA rules and to ensure that those rules are being followed.

Other responsibilities include keeping the OLA clean, reporting maintenance issues, looking after C-DOG equipment, completing Shift Reports and Incident reports, as required. Ambassadors are not expected to enforce the rules, but to warn and report offenders.

C-DOG plans to enlist dedicated volunteers for each session as well as indoctrinating all OLA users to act as unofficial Ambassadors.

C-DOG Ambassadors are motivated by:

- 🐾 Improving our neighborhood off-leash area
- 🐾 Facilitating healthy exercise for C-DOG members and the dogs
- 🐾 Meeting new people / Making new friends
- 🐾 Setting a good example for others in our community
- 🐾 Sharing their time, skills, and expertise
- 🐾 Making a difference!

Off-Leash Hours

PACIFIC DAYLIGHT TIME
Monday - Friday Park Open - 8:30 AM
Saturday-Sunday Park Open - 11:00 AM
Daily 4:30 PM - Park Close

PACIFIC SAVINGS TIME
Monday - Friday Park Open - 8:30 AM
Saturday-Sunday Park Open - 11:00 AM
Daily 3:00 PM - Park Close

Ready to Volunteer

E-mail: woof@c-dog.org or
Phone: 805.468.3346
Keep up to date with C-DOG events and news:
www.c-dog.org

Contact C-Dog

E-mail: woof@c-dog.org
Phone: 805.468.3346

For urgent attention:
911
Code Compliance (805) 684-5405

Keep up to date with C-DOG events and news at
www.c-dog.org.

Find us on Facebook and Instagram:
www.facebook.com/carpinteriadog
www.instagram.com/carpinteriadog

Help C-DOG fund other projects and enhancements. C-DOG has purchased the temporary fencing and the poop bag dispensers. Your donation is tax deductible and will help us do even more! Ask the C-DOG Ambassador for details.



Carpinteria Dog Owners Group

AMBASSADOR PROGRAM

We are Looking
Fur A Few Good Humans
Fur the
El Carro Park Off-Leash Area




EL CARRO PARK OFF-LEASH AMBASSADOR PROGRAM

- 🐾 The Ambassador program will be managed by a designated C-DOG Board member.
- 🐾 C-DOG will maintain contact details and Acceptance of Responsibilities forms.
- 🐾 Ambassadors must be at least 18 years of age
- 🐾 Ambassador shifts will be 1-3 hours during the afternoon hours.
- 🐾 An initial orientation/training session at the OLA is required.

C-DOG Ambassador duties

- 🐾 Wear ID tag to identify your role.
- 🐾 Welcome, indoctrinate and sign up new OLA users.
- 🐾 Monitor shift activity for potential or actual problems: aggressive dogs, owner/handler negligence, dog in heat and either address the issue or escalate to Code Compliance or 911.
- 🐾 Identify and report any maintenance and owner/handler problems to the C-Dog Ambassador Leader.
- 🐾 Utilize leaflet handout to facilitate owner/handler adherence to OLA rules and regulations through education and intervention.

- 🐾 Maintain information Shift Log to include OLA condition at session start and end times, half-hourly dog/people census, incident reports.
- 🐾 "Sweeps" of OLA for poop and trash clean-up.
- 🐾 Check and restock poop bag boxes.
- 🐾 Act as a resource for other OLA users.
- 🐾 Deploy and protect C-DOG temporary fencing.

General OLA Rules

- 🐾 Please be considerate of others and practice social distancing. Wear a mask and/or stay at least 6 feet away from others.
- 🐾 Please respect others, the dogs and respect the off-leash hours and area.
- 🐾 You are responsible for and legally liable for your dog(s) behavior.
- 🐾 You must walk your dog(s) to and from the OLA while on a leash.
- 🐾 Stay with and supervise your dog at all times.
- 🐾 Pick up your dog's waste and your litter. If you see unidentified waste and litter, be a good sport and pick it up. It probably isn't from any of the dogs currently in the OLA, but let's be good stewards of our off-leash area.

- 🐾 Don't permit your dog to leave the area, chase children or leashed dogs. If someone complains about your dog's behavior, apologize & work on training your dog.
- 🐾 Children must be supervised by an adult at all times.
- 🐾 Puppies under 4 months, unlicensed, unvaccinated, and aggressive dogs are not permitted.
- 🐾 Unlicensed dogs are not permitted.
- 🐾 Maximum of 3 dogs per caretaker.
- 🐾 Bring dog treats at your own risk. Some dogs might try to get the food and possibly become aggressive.
- 🐾 Pitch in and bring water for the dogs, especially on warm days.

HELP PROTECT THE SPREAD OF COVID-19

Please be considerate of others and practice social distancing. Wear a mask and/or stay at least 6 feet away from others.



Carpinteria Dog Owners Group

4924 Carpinteria Avenue, Carpinteria, CA 93013



www.C-DOG.org, info@c-dog.org



Carpinteria Dog Owners Group

Proudly Sponsored By
Supporting Off-Leash
Dog Play in Carpinteria



Carpinteria Dog Owners Group



www.c-dog.org

City of Carpinteria Parks & Recreation

Sponsorships available at other locations

Call (805) 755-4432



-  USE PARK AT YOUR OWN RISK - OWNERS ARE LEGALLY RESPONSIBLE for the behavior of their dog(s).
-  DOGS MUST BE LEASHED while entering and exiting the off-leash area. Dogs must remain leashed at all times when outside of the off-leash area.
-  DOGS MUST be licensed and have current vaccinations.
-  OWNERS MUST clean up after their dog(s) IMMEDIATELY.
-  Dogs in heat and puppies under four (4) months of age are prohibited.
-  OWNERS MUST be within the off-leash area and supervising their dog(s) at ALL TIMES with a leash readily available.
-  Dog handlers must be at least 18 years old. Children under age 13 must be supervised by an adult at all times.
-  LIMIT TWO (2) DOGS PER HANDLER

The City of Carpinteria is not liable for any injury or damage caused by any dog within the park or off-leash area. Owners using the park and enclosure(s) take full responsibility for the actions of their dog(s).

(805) 684-5405



IN CASE OF EMERGENCY DIAL 911



Carpinteria Dog Owners Group

4924 Carpinteria Avenue, Carpinteria, CA 93013  www.C-DOG.org, info@c-dog.org

To: City of Carpinteria
From: C-DOG: El Carro OLA Committee
Date: May 31, 2021
Subject: Second Quarterly Report on El Carro OLA Pilot Program

Background

On September 28, 2020, Resolution No. 6006 was adopted, establishing an off-leash area for dogs in El Carro Park and designating the Animal Control Director as the person with the authority to author and enforce rules including hours and days of use. Appropriation of \$12,500 from the Parks Improvement Fund to the Parks Maintenance Account to fund certain improvements in El Carro Park was approved.

The north field of El Carro park was established as the location for the OLA (shown in the upper right corner of the photo below). Duration of the pilot program is one year beginning October 31, 2020.



Hours of operation (proposed by City staff and accepted by C-DOG):

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- Sunday - Friday from park opening until 8:30 AM
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Afternoons

- Daily (Standard Time) 3:00 PM to park closure
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(Excepting times when organized sports has been granted use of the field by the City in writing)

Ambassador Program

Our Chief Ambassador is Van Fleisher. Van recruits other C-DOG Ambassadors who volunteer in the evening hours. Ambassadors are trained to educate users on OLA rules and responsibilities, fill water bowls, manage waste sweeps, lock up supplies, and keep a log of incidents and utilization counts.

Improvements

1. Fencing added to northern boundary of park, separating parking area adjacent to Foothill Rd. from rest of north field.
2. Message center is being used for posting rules and other various announcements.
3. Signage regarding OLA boundaries, hours, and usage rules has been installed.
4. Two bag dispensers (provided by C-DOG and a C-DOG member) have been installed (sponsor signage is still pending).
5. Bin of loose dirt to fill holes and cover wet waste is stored on boundary side.
6. Large water bowl is kept filled during OLA hours.
7. Locked storage box installed by C-DOG in absence of other storage option for our equipment.

Metrics for Determining Success

1. Compliance with off leash rules.
2. Volume of dogs utilizing the area during off leash hours.
3. COVID compliance.
4. Community feedback.

Program Status Update

At 50% of the way through, the pilot program has continued its success through its second stage. Utilization averages 34 dogs per day, with highest attendance on Dec 21 with 56 dogs. Two dog-owner to dog-owner concerns have been reported, but have both been resolved. No dog-on-human altercations have been recorded. It has been noted that occasionally a dog will wander outside the OLA bounds (typically to explore the area near the bathroom) and will need to be recalled.

Within our second quarter four complaints have been reported, though only three to us directly. Three complaints were issued by the same household – two in-person to Ambassadors on 3/18 and 3/21, and one letter read into the record at the 4/12 City Council meeting. The fourth complaint was received via email and was addressed successfully by Van Fleisher on 4/20. At the time of our first quarterly report, a meeting between Seacoast Village residents, Matt Roberts, and members of C-DOG was in the planning stages. That meeting took place on 2/3 and letters by Matt Roberts and C-DOG summarizing the meeting are included in the attachments.

We have had the opportunity this quarter to collaborate with the Little League to ensure that half or more of the field is available for their use. We have been impressed and gratified by the willingness of those coaches, teams, and parents to work together to ensure the space is available to all. The need to

shift away from the practice areas does tend to bring the dogs closer to the walls bordering houses in the Seacoast Village. We are continuing to do all we can to avoid inconveniencing residents who may find that our slight location shift increases some noise exposure.

We have also spoken with the head of the AYSO and will be working with them to avoid conflicts. We will know more once their recruitment results are known.

We have supplied El Carro Flyers to the volunteers who staff the Visitor's Kiosk. They are thrilled to be able to tell visitors, "Yes, we have an off-leash area!"

We're looking into best ways to engage with "Bring Fido," the on-line resource for people who travel with their dogs. Now that restaurants are opening, we are discussing co-op advertising that will drive customers to Carpinteria businesses, perhaps to take advantage of a published discount.

Status by Metric – Second Quarter

- Complaints: 4
- Daily Utilization Average: 34
- Total Utilization over three months: 3057
- Compliance with OLA rules: 99%

Status by Metric – To Date

- Complaints: 6
- Daily Utilization Average: 34
- Total Utilization: 6953
- Compliance with OLA rules: 100%

Challenges

- Access to storage for temporary fencing
- Water access
- Bag supplies

Upcoming Goals/Plans

- Install permanent water station
- Install donor labels on dog bag dispensers
- Add additional trash can near bag dispensers near parking lot
- Continue to recruit Ambassador volunteers
- Explore partnering with youth organizations to allow for supervised Youth Ambassadors earning community service credit
- Add additional signage clarifying hours when off-leash use is not allowed
- Plan and implement post-Covid events such as training and agility demonstrations

Attachments

Daily OLA Log for second quarter

Updated hours flyer

Updated message center signage

Ad in CVN for Ambassadors

Letters from Matt Roberts and C-DOG summarizing 2/3/21 meeting

Daily Log

1-Feb-21	Mon	41
2-Feb-21	Tue	37
3-Feb-21	Wed	41
4-Feb-21	Thu	43
5-Feb-21	Fri	40
6-Feb-21	Sat	34
7-Feb-21	Sun	31
8-Feb-21	Mon	46
9-Feb-21	Tue	34
10-Feb-21	Wed	30
11-Feb-21	Thu	34
12-Feb-21	Fri	36
13-Feb-21	Sat	32
14-Feb-21	Sun	19
15-Feb-21	Mon	42
16-Feb-21	Tue	32
17-Feb-21	Wed	29
18-Feb-21	Thu	35
19-Feb-21	Fri	37
20-Feb-21	Sat	37
21-Feb-21	Sun	41
22-Feb-21	Mon	30
23-Feb-21	Tue	51
24-Feb-21	Wed	35
25-Feb-21	Thu	27
26-Feb-21	Fri	39
27-Feb-21	Sat	40
28-Feb-21	Sun	32

Month

Total

1005

Average p/day

36

1-Mar-21	Mon	35
2-Mar-21	Tue	34
3-Mar-21	Wed	30
4-Mar-21	Thu	36
5-Mar-21	Fri	35
6-Mar-21	Sat	38
7-Mar-21	Sun	31
8-Mar-21	Mon	38
9-Mar-21	Tue	29

10-Mar-21	Wed	31
11-Mar-21	Thu	36
12-Mar-21	Fri	11
13-Mar-21	Sat	22
14-Mar-21	Sun	27
15-Mar-21	Mon	40
16-Mar-21	Tue	52
17-Mar-21	Wed	38
18-Mar-21	Thu	37
19-Mar-21	Fri	33
20-Mar-21	Sat	37
21-Mar-21	Sun	29
22-Mar-21	Mon	30
23-Mar-21	Tue	37
24-Mar-21	Wed	34
25-Mar-21	Thu	28
26-Mar-21	Fri	39
27-Mar-21	Sat	29
28-Mar-21	Sun	33
29-Mar-21	Mon	41
30-Mar-21	Tue	40
31-Mar-21	Wed	38

Month

Total 1048

Average p/day

34

1-Apr-21	Thu	38
2-Apr-21	Fri	36
3-Apr-21	Sat	29
4-Apr-21	Sun	36
5-Apr-21	Mon	31
6-Apr-21	Tue	36
7-Apr-21	Wed	42
8-Apr-21	Thu	34
9-Apr-21	Fri	39
10-Apr-21	Sat	35
11-Apr-21	Sun	33
12-Apr-21	Mon	32
13-Apr-21	Tue	25
14-Apr-21	Wed	33
15-Apr-21	Thu	38
16-Apr-21	Fri	33
17-Apr-21	Sat	24

18-Apr-21	Sun	43
19-Apr-21	Mon	41
20-Apr-21	Tue	39
21-Apr-21	Wed	31
22-Apr-21	Thu	33
23-Apr-21	Fri	31
24-Apr-21	Sat	29
25-Apr-21	Sun	37
26-Apr-21	Mon	24
27-Apr-21	Tue	29
28-Apr-21	Wed	34
29-Apr-21	Thu	31
30-Apr-21	Fri	29

Month

Total 1005

Average p/day

34

Updated Hours Flyer



C-Dog Off-Leash Hours

**Mon - Fri:
Park Open – 8:30 AM**

**Sat-Sun:
Park Open – 11:00 AM**

**Daily:
4:30 PM – Park Close**

To: City of Carpinteria
From: C-DOG: El Carro OLA Committee
Date: October 1, 2021
Subject: September Report on El Carro OLA Pilot Program (includes August)

Background

On September 28, 2020, Resolution No. 6006 was adopted, establishing an off-leash area for dogs in El Carro Park and designating the Animal Control Director as the person with the authority to author and enforce rules including hours and days of use. Appropriation of \$12,500 from the Parks Improvement Fund to the Parks Maintenance Account to fund certain improvements in El Carro Park was approved.

The north field of El Carro park was established as the location for the OLA (shown in the upper right corner of the photo below). Duration of the pilot program is one year beginning October 31, 2020.



Hours of operation (proposed by City staff and accepted by C-DOG):

Mornings

- Sunday - Friday from park opening until 8:30 AM
- Saturday from park opening until 8:30 AM (8:30 AM to 11AM when temporary fencing is deployed)

Afternoons

- Daily (Standard Time) 3:00 PM to park closure
- Daily (DayLight Savings) 4:30 PM to park closure

(Excepting times when organized sports has been granted use of the field by the City in writing)

Ambassador Program

Our Chief Ambassador is Van Fleisher. Van recruits other C-DOG Ambassadors who volunteer in the evening hours. Ambassadors are trained to educate users on OLA rules and responsibilities, fill water bowls, manage waste sweeps, lock up supplies, and keep a log of incidents and utilization counts.

Improvements

1. Fencing added to northern boundary of park, separating parking area adjacent to Foothill Rd. from rest of north field.
2. Message center installed by City is being used for posting rules and other various announcements.
3. Signage regarding OLA boundaries, hours, and usage rules has been installed.
4. Two bag dispensers (provided by C-DOG and a C-DOG member) have been installed
5. Bin of loose dirt to fill holes and cover wet waste is stored on the boundary side.
6. Large water bowl is kept filled during OLA hours.
7. Locked storage box installed by C-DOG in absence of other storage option for our equipment.
8. Completion of fenced area between storage shed and restrooms where roll up fence is kept.

Metrics for Determining Success

1. Compliance with off leash rules.
2. Volume of dogs utilizing the area during off leash hours.
3. COVID compliance.
4. Community feedback.

During our most recent zoom meeting with Matt Roberts on Tuesday September 21, the term "concentration of use" was brought up as another metric for which the off-leash pilot is being evaluated. In order for C-DOG to conduct a fair analysis, we would like to access any data the City has showing what the baseline dog use was at El Carro originally before implementation of the off-leash pilot program.

Program Status Update

At 92% of the way through (September has been included in this report at the request of City staff to maximize the information available as they prepare their report), the pilot program has continued its success through its third stage. Utilization continues to average 34 dogs per day.

We've noticed a mix of puppies and younger dogs coming to the park for socialization in recent months, which creates some challenges with respect to keeping dog play within the designated boundaries as younger dogs tend to be more curious. Ambassadors are spending more time working with the owners of the puppies/young dogs with regards to boundaries and general dog park etiquette.

Within this reporting period (third quarter plus August & September), only two complaints have been reported to us. One referenced the proximity of off-leash dogs to sports practices and the other was a

letter sent to the City on behalf of residents of three households of Seacoast Village. Ambassadors have been informed of the concerns, and the C-DOG board has reached out to the individual in the first complaint in order to discuss any additional measures that could be taken. With regards to the second complaint, C-DOG is currently drafting a response to be added as an addendum to this report.

The OLA's first co-use season with the Little League has been completed successfully. Starting in August we began co-use with AYSO. Thus far our interactions with AYSO leadership have been friendly and mutually supportive. We even had the pleasure of receiving Dan Runhaar's assistance to relocate our portable fencing from the AYSO shed on site to our new storage area. The feedback we have received from coaches and parents on site has been appreciative that ambassadors and experienced visitors have been available to "direct traffic" and maintain an effective distance between multiple groups safely using the space together.

Community Involvement:

C-DOG participated in the Volunteer Fair held at the Carpinteria Club of Girls, Inc on August 20. Ambassador brochures and dog treat bags were offered. Several community members joined our Pack by signing up to receive C-DOG communications. Upcoming C-DOG events include:

- Hosting its annual Howl-O-Ween doggie costume contest on October 31
- Hosting its 2nd annual "No-Poop November" event
- Participation in the annual Alzheimer's walk on November 6.

Status by Metric – September

- | | |
|---------------------------------------|-------|
| • Complaints: | 2* |
| • Daily Utilization Average: | 34 |
| • Total Utilization over four months: | 4,148 |
| • Compliance with OLA rules: | 98% |

Status by Metric – To Date

- | | |
|------------------------------|--------|
| • Complaints: | 9 |
| • Daily Utilization Average: | 34 |
| • Total Utilization: | 11,101 |
| • Compliance with OLA rules: | 100% |

*Incidents: Child knocked over by a dog on September 27 (report attached); one letter of complaint signed by three households from Seacoast Village received on September 29 (response letter attached.)

Challenges

- Water access is inconvenient
- Bag supplies not consistent
- Trash can placements are not next to the bag dispensers

- Section of fence by parking lot needs repair
- Communication re: areas of park available for shared use during other activities
- Updates from soccer teams on schedules so fence can be deployed when necessary
- Keeping dog play away from the fence line when soccer practice is using most of the middle field.

Upcoming Goals/Plans

- Install permanent water station
- Install permanent shade structures away from the fence line
- Install fencing to keep dogs from entering the drainage culvert
- Add additional trash can near bag dispensers near parking lot
- Continue to recruit Ambassador volunteers
- Add additional signage clarifying hours when off-leash use is not allowed
- Plan and implement post-Covid events such as training and agility demonstrations
- Create packages, discounts, etc. with food, accommodation, and other service providers to gain additional publicity and visitors to Carpinteria through dog-friendly resources like Bring Fido

Attachments

Incident report, September 27

Letter of response to Seacoast Village complaint, September 29

Letter of support from Seacoast Village

Photos of Fencing Implementation

Message center signage

Hours flyer

El Carro OLA Brochure

Examples of more informative signage (2)

Fencing Implementation



Message Center Signage

EL CARRO OFF-LEASH HOURS

Sun-Fri: Sunrise until 8:30 AM

Sat: Sunrise until 11:00 AM

&

Every Day: 4:30 PM until Park Closing

**Humans with dogs off-leash outside of these
times and outside the North field are subject to
being ticketed!**

Hours Flyer



C-Dog Off-Leash Hours

Mon - Fri:
Park Open - 8:30 AM

Sat-Sun:
Park Open - 11:00 AM

Daily:
4:30 PM - Park Close

Examples of More Informative Signage



Attachment B

Other Correspondence

Matt Roberts

From: Van Fleisher <van.fleisher@gmail.com>
Sent: Sunday, November 8, 2020 4:45 PM
To: Matt Roberts
Cc: Ann Meyer; Tiffany Smith; Dave Durflinger; Erin Milne; Lorraine McIntire; Kevin Twohy; Christine Mallard; Mary Docter; Cynthia Burt
Subject: OLA Week One

Hi Matt:

We wanted to thank you all for all the help and hard work you've put in this past week. We've had an excellent start and we're getting about 30-35 dogs each day and they are having a great time! New one's almost every day, too. The humans have been super and we can boast a 100% mask rate! Some do come without them (forgetful or otherwise) but we give them one so they and their canine friends can stay. We have placed a locked metal trash bin with topsoil to ensure that loose poop remaining after pick-up is covered.

Our fences have been deployed a few times to isolate some informal soccer games, and the participants seemed appreciative.

The new "Information Center" looks good and all the extra landscaping additions are appreciated, too. Will the Info Board have Identification, ie City & C-DOG logos? All that remains are the poop bag dispensers and a solution for the AYSO shed access. Any ETA re poop bags?

Regarding the AYSO shed, Tiffany has supplied a key but one week in, we're feeling the logistics issue of one key amongst 3-5 people. A realtor style lockbox seems the simplest and least expensive solution. It could be used to keep the info board key as well. Any more thoughts or developments along those lines?

Again, thank you for helping us make this all happen.

Regards,

Van Fleisher

C-DOG



1574 Seacoast Way, Carpinteria, CA 93013

RECEIVED

JAN 13 2021

CITY OF CARPINTERIA

*Copies distributed
to Council
Matt &
Fidelia*

January 11, 2021

Mr. David Durflinger
Carpinteria City Manager
5775 Carpinteria Avenue
Carpinteria, CA 93013

Dear Mr. Durflinger:

As you know, Seacoast Village is a residential community of 55 single family homes bordering El Carro Park. The Home Owners' Association Board is aware of the dog park that utilizes parts of the park that are very close to our homes. The dog park is well established and patterns of use are now apparent.

Our residents understand the desire of the larger community for a quick solution to the need for a dog park and support the goal of meeting this need in the long term. Indeed, many of our residents are dog owners and dog lovers but we must strongly oppose the use of El Carro Park as a dog park. It is an athletic field heavily used by children and adults, a use incompatible with a dog park for sanitary and conflict-of-use reasons.

Worse is the dangerous idea of off-leash dogs at all times of the day in all areas of the park. Dog owners who illegally used the entire park, including near the playground equipment, as an off-leash area prior to the establishment of the dog park continue that same pattern of illegal use. The creation of the official dog park has, if anything, legitimized all-hours and all-areas off-leash behavior in the minds of many dog owners. "It's an off-leash park!" and "They made it off-leash all the time!" are some of the angry comments from off-leash dog walkers during on-leash hours. There is seldom a time when no off-leash dogs are present.

Our residents have been chased on their bicycle by dogs and a resident's on-leash dog was attacked by an off-leash dog in an on-leash area. Residents have been threatened so often by dogs running freely during on-leash hours that some of our residents no longer dare to walk through El Carro Park. It is only a matter of time until someone is seriously hurt due an apparently near-total lack of leash law enforcement during business hours and none at all at other times. The City has some legal immunity from approving a dog park but still the danger to the general public of dogs running free at all hours should be eliminated. Such legal immunity would not extend to on-leash hours

when El Carro Park isn't a legal "off-leash dog park" and the City is encouraged to greatly improve its enforcement of leash laws.

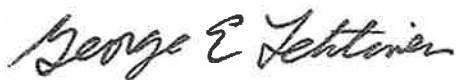
It should be noted that off-leash dogs are common in all city parks including the field behind the former Main School. It is clear that the city has lost control of its parks in this matter and its "hands-off" approach to off-leash dogs heavily prioritizes the desires of dog owners above that of all other park users. For example, only approved soccer leagues have any priority in using the El Carro Park athletic field thus effectively requiring people to have a license to use a park. Casual strollers, Frisbee tossers and everyone else are also marginalized in their ordinary use of our parks.

The (often ignored) approved boundaries are right up to our resident's back fence, 15 feet from bedroom windows. The prior pattern of unrestricted barking and dog owner's shouting disrupting sleep as early as 5:15 a.m. in the summer (one half hour before sunrise) can be expected to continue. Efforts were made in preparing the Lagunitas Park proposal to keep the dog area 250 feet away from residences but the entire approved dog park is closer than 250 feet to our homes. People living in Seacoast Village deserve as much consideration as the people living near Lagunitas Park.

There are larger and more appropriate sites for a dog park, notably the Bluffs. The Bluffs have the space for large fenced big-dog and little-dog areas, trees and the rolling terrain that dog owners say they want. Parking and restroom facilities exist nearby and the dog area would be away from homes, playing fields and water wells. Such use is not mentioned in the list of permitted uses given in the documents transferring the Bluff to the City but that does not mean that those documents could not be re-negotiated. The City is urged to explore that avenue to a safer, long-term dog park. It is requested that we be informed of plans to establish a permanent, fenced and safe dog park away from homes.

So that our residents may be accurately informed on this important matter, it is requested that you provide us with your written reply. Thank you for your consideration.

Respectfully yours,

A handwritten signature in cursive script that reads "George E. Lehtinen". The ink is dark and the signature is fluid, with a prominent loop at the end of the last name.

George E. Lehtinen
For the Homeowners' Association Board of Directors



February 2, 2021

Mr. Dave Durflinger
Mr. Matt Roberts
City of Carpinteria

Dear Dave & Matt,

We really appreciate the opportunity you are facilitating tomorrow via zoom for all of us to meet with the Seacoast Village representative to discuss their concerns about the El Carro park off-leash hours. C-DOG is confident we will be able to find common ground and help identify additional actions our Ambassadors can incorporate into their routine that will raise the confidence you have entrusted in us.

One of our C-DOG members who is also a resident of Seacoast Village (Carolyn Wood) gathered names of other Seacoast Village residents who were willing to express an opinion about the off-leash hours. All but one of the residents listed below are in favor (or strongly in favor) of the OLA, while one is neutral.

1. Dave & Christine Lorelli- In Favor
5272 Cambridge Lane (backs up directly to the El Carro Park)
2. Theresa Peacock- In Favor
5218 Cambridge Lane (backs up directly to the El Carro Park)
3. Kevin and Marcy O'Hara
5235 Cambridge Lane- In Favor
4. Rob & Ashley Grahm
5136 Cambridge Lane- In Favor
5. Lara Gasbar
5137 Cambridge Lane - In favor
6. Marian Kadota
5185 Cambridge Lane- In favor
7. Ann Sander
5185 Cambridge Lane - In Favor
8. Steve & Tatiana Larious
5172 Cambridge Lane - In Favor
9. Jason Thomas
5148 Cambridge Lane - In Favor

10. Jeffrey, Lee & Esme Landdeck -In Favor
5112 Cambridge Lane
(Daughter is special needs and loves the park and people, they said it enriches the community & neighborhood)
11. Leon and Valentine Kasdin
5100 Cambridge Lane - In Favor
12. Jenette Musser
5161 Cambridge Lane- In Favor
(She is a board member and said she approved the letter because George suggested the bluffs for an off-leash area too.)
13. Gary Carroll
5173 Cambridge Lane-neutral
(Board Member)
14. Nanette and Matt Tobin
5236 Cambridge Lane - In Favor
(Home is directly adjacent to the off-leash area- no complaints or issues)
15. Marsha Ota & Robert Gallup
5273 Cambridge Lane - In Favor
16. Neil & Carolyn Friedman
5291 Cambridge Lane - Strongly in Favor
17. Fiona Gaston & Michael Johansen
5167 Concord Place- In Favor
18. Allison Katnic
5124 Cambridge Lane - In Favor
19. Bea Reisenweber
5135 Concord – In Favor
20. Tom Habrock
5102 Concord – In Favor

Thank you again for your help. We look forward to meeting with all of you tomorrow.



**Van Fleisher,
Chief Ambassador
C-Dog, Inc.**

CITY of CARPINTERIA, CALIFORNIA



February 18, 2021

George Lehtinen
Seacoast Village HOA
1574 Seacoast Way
Carpinteria, CA 93013

Re: Off Leash Pilot Program at El Carro Park

Thank you for participating in the "zoom" meeting on February 3rd with me and members of C-DOG as a follow-up to the Seacoast Homeowner's Letter dated January 11, 2021.

Concerns were expressed in this meeting about issues including compliance with park rules, adherence to off leash regulations, excessive noise, lack of enforcement and the adequacy of park signage, especially related to off leash dog hours.

In response to your concerns, the City will reassess the adequacy of the signage present including possibly of adding signage at the southern entrances of the park to guide park visitors on rules and requirements and adding signs that more legibly show off leash hours. The installation of additional signage is expected to take 30 days should additional signs be advised.

The City will continue additional code enforcement inspections at the park with particular attention for dog's off leash outside the designated area or during times not allowed to improve compliance.

C-DOG leadership has agreed to use the message center to reiterate the off-leash hours and to advise dog owners to distance from the parks common border on the west to help reduce noise impacts from dogs. C-DOG ambassadors will also provide this advise verbally.

The City hopes these measures will improve the matters you raised in the "zoom" meeting. Of course, additional conversations and adjustments will always be possible as we continue with the pilot program.

As always, please contact me anytime to discuss this further.

Regards


Matt Roberts

cc.

City Manager
City Code Enforcement
C-DOG



February 23, 2021

Mr. Dave Durflinger
Carpinteria City Manager
5775 Carpinteria Avenue
Carpinteria, CA 93013

RE: Seacoast Village HOA letter to Carpinteria City Manager re dog Off-Leash Area at El Carro Park

Dear Mr. Durflinger,

On Wednesday, February 3, 2021, with the assistance of Matt Roberts who organized a zoom meeting and was present at the meeting, members of the C-DOG board met with three members of the Seacoast Village HOA. One of those at the meeting was George Lehtinen, the individual who wrote a letter on Seacoast Village HOA letterhead on January 11, 2021 and addressed to Dave Durflinger, City Manager. The other two HOA members were a "Tom," and also Carolyn Wood, who is a C-DOG member.

The purpose of this meeting was to have a friendly yet professional conversation about the concerns that, according to the HOA letter, many of the Seacoast Village residents have regarding the Off-Leash Area for dogs at El Carro Park.

Over the course of the hour plus conversation, a number of things became clear:

- George identified himself at the meeting as only a member of the Seacoast HOA, and that neither he, nor the letter he wrote to Dave Durflinger, should be considered in any official capacity from the Seacoast Village HOA (notwithstanding that he wrote it on official HOA letterhead). Moreover, when asked about the scope of the concerns, George would only provide his own name (while indicating that there was one other individual who did not wish to be named).
- Of the multiple concerns mentioned in the January 11th letter, it turns out than none of them were related to the official hours when OLA has been operating, and some concerns related to dates prior to the official start of the city's conditional approval for OLA on October 31, 2020.
- HOA member, Tom, was very complimentary towards C-DOG and our professional approach to providing a safe environment for dogs and dog owners of Carpinteria.
- It was stated by Erin Milne, C-DOG president, that C-DOG is not responsible, and cannot be responsible, for any dog activity that is outside of the official times and space approved by the city for OLA. George agreed with that statement. All at the meeting agreed that it is really incumbent on the city to enforce local ordinances.

Carpinteria Dog Owners Group



- HOA member, Carolyn Wood, commented that she was not aware (nor were any of the many HOA residents she spoke with) that there was any official stance taken by the HOA re the off-leash hours or area in El Carro Park.
- Carolyn Wood also provided a list of 22 Seacoast Village home owners, who like herself, are supportive of the OLA at El Carro. She stated she personally spoke with each of those members over the 2 days prior to the zoom meeting, and had she had more time, would have added significantly more names to the list.
- Among the "take-aways" for potential future action include larger signage (and perhaps one or two more of them) highlighting the official hours for the OLA. Matt took notes on a number of other suggestions, which he will likely share with the council and staff.

We appreciate the thoughtful support the city council and staff have provided to create a quality off-leash space for dogs and dog owners in Carpinteria. Having now safely hosted over 3,000 dog visits to the El Carro OLA, C-DOG remains committed to contributing our resources to ensuring a successful continuation of this off-leash trial period and hopes for the eventual permanent establishment of an OLA at El Carro Park.

Sincerely,

A handwritten signature in black ink, appearing to read "Erin Milne".

Erin Milne, President
C-DOG

CC: Matt Roberts, Parks, Recreation, and Public Facilities Director
Al Clark, Vice Mayor
Wade T. Nomura, Mayor
Gregg A. Carty, Councilmember
Roy Lee, Councilmember
Natalia Alarcon, Councilmember
Fidela Garcia, City Clerk

Carpinteria Dog Owners Group

March 4, 2021

Dave Durflinger
Carpinteria City Manager
5775 Carpinteria Ave.
Carpinteria, CA 93013

Dear Mr. Durflinger:

I live at 1568 Seacoast Way in Carpinteria. My bedroom and sun room windows are less than 10 feet away from the western perimeter of the dog park at El Carro Park.

While the majority of homeowners in Seacoast Village may not object to the dog park, the majority of homeowners in Seacoast Village do not live along the perimeter of the park. There are 13 homes immediately adjacent to the park and these are the homes most impacted by the dog park. Of those 13 homes some residents are dog owners and others are not. I know no one from C-Dog or the City ever talked to me about having a dog park immediately adjacent to my home. Neither I nor my neighbors were ever notified that El Carro Park was going to be used as a dog park.

El Carro Park is not a part-time dog park. It is a full time dog park. Dogs run off leash at all hours of the day. I dread the summer when dogs could potentially be in the park off leash from 5:00 a.m to 9 or 9:30 p.m. Soccer players are not allowed to have their games before 9 a.m. Sunday mornings yet dogs can run free in the park as early as 5:30 a.m in the summer even on Sundays.

I really enjoy my back yard in the late afternoon. Weather permitting, I like to sit back there and read and have a glass of wine. With dogs barking constantly right behind me, I am not enjoying time in my yard. Part of the problem is the dog owners themselves. Some tease their dogs with the tennis ball causing them to bark incessantly until the owner throws the ball. Others ignore their dog's barking because the dog owner is too busy talking with other dog owners to pay attention to their dog. Dog owners seem to be oblivious to how close the dog park is to homes. Neither do they seem to think about how unpleasant it is for homeowners who live along the park to listen to dogs barking.

I am deprived of the enjoyment of my home and yard because El Carro Park is a convenient location for dog owners. I walked by Viola Fields the other day and a few people were there with their dogs off leash. Viola Fields has parking, restrooms and most importantly barking dogs would not bother any adjacent residents. If exercising and socializing dogs is important, the location of the dog park in an area that is not as convenient should not matter.

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MAR 09 2021

CITY OF CARPINTERIA

Dave Durlinger, City Manager
March 4, 2021

Page 2

I have lived in my home for more than 20 years. If a dog park had been in El Carro Park when I was looking for a home to buy, I never would have bought this house. Neither would I have bought a house if the house behind me or on either side of me had barking dogs. However, that is the situation I find myself in now. There is no house but there are barking dogs.

I would appreciate it if you would share this letter with the appropriate City staff and with the City Council.

Sincerely,

A handwritten signature in cursive script that reads "Patricia Mickelson".

Patricia Mickelson
1568 Seacoast Way
Carpinteria, CA 93013

Dog park 3/2/21 letter

July 1, 2021, 10:17 am

Received call from Sally Trost (805-453-5578)

Question comment on the back field at El Carro and the posted hours on the sign for off-lease dog hours and every evening last month or so, she has been coming during those hours and then come back an hour later, there are soccer players that take up the entire field and don't allow any room for off-lease dogs.

She is wondering since the hours are posted and if the area is supposed to be open or the dogs, she wants to know why are they not open

Signed Janice Depew

Patricia Mickelson
1568 Seacoast Way
Carpinteria, CA 93013

HAND DELIVERED

September 21, 2021

Honorable Mayor Wade Nomura
City of Carpinteria
5775 Carpinteria Ave.
Carpinteria, CA 93013

Dear Mayor Nomura:

We the undersigned are long-time residents of Seacoast Village who have rarely if ever complained about El Carro Park until now. The one year anniversary of the part-time off-leash area is coming up and we are asking that the City Council either deny C-DOG's request to make the north field of El Carro Park a permanent off-leash facility or continue the pilot project for another year based on the following:

C-DOG members are not abiding by the off-leash hours or the leash laws. We have recognized C-DOG members with their dogs off leash outside of the designated off-leash hours. Some members arrive as much as 40 minutes before the 4:30 pm start time. During the week some members bring their dogs to the park off-leash after the 8:30 am cut off. Other members let their dogs run off leash in the park in the middle of the day. The actions of C-DOG members sets a bad example for other dog owners using El Carro Park.

Around 4:30 pm (daylight savings time) some dogs are off leash in Seacoast Village urinating and defecating on residents' lawns as they make their way to the attractive nuisance that is the off-leash area. This is in violation of the CC&Rs of Seacoast Village, the City Municipal Code and C-DOGS own rules. This is also a safety issue for residents (especially the elderly) who can be knocked down by the excited dogs and break an arm or a hip.

Dog feces in the north field. Over the last 7 months more than 350 dogs (documentation available) have been visually verified to be off leash in the park with their owners outside of the designated off-leash hours. Dog feces was piled up in the easement area that is in the southwest corner of the park where there is a drainage ditch and a culvert. The stench was so bad that some of the undersigned residents had to clean up the area so they could enjoy their backyards. Accumulation of dog feces constitutes a health hazard attracting rats and other rodents. If the culvert carries the dog feces to the ocean, it will create an environmental hazard.

Bagged and unbagged dog feces has been found (photos available) on the south and west side of north field right behind our homes. Most recently dog feces was found in the field on a Saturday morning when elementary school children were starting to practice for a soccer game.

C-DOG members are diligent about picking up their dogs' feces but what about the irresponsible owners of 350+ dogs who use the park outside the designated hours? As long as El Carro Park has an off-leash area even part time it will be considered by dog owners to be a dog park all of the time. Although the Code Enforcement Officer stops by the park periodically, it has done nothing to deter dog owners from violating the leash law.

C-DOG members have failed to deploy fencing to separate their dogs from other users of the park. Last year, C-DOG promised to deploy temporary fencing when there was shared use. We have never seen any fencing or any separation at all between the dogs and other park users. Dogs run freely among school age baseball and soccer players, couples and parents with children using the field. During the week, adult soccer players confine their practice to a small area of north field until the dogs leave. With no separation, users of the park are vulnerable to picking up the smear from leftover dog feces on their shoes, toys and sports equipment to say nothing about the feces found elsewhere in the park and in the easement area.

C-DOG members do not distance themselves from residents on the west side. In response to a letter from the Seacoast Village Owners Association (copy attached), a meeting was held with a member of our board, Matt Roberts and C-DOG leadership on February 3, 2021. C-DOG promised to "advise dog owners to distance from the parks common border on the west to help reduce noise impacts from dogs". C-DOG members ignore that promise and congregate on the west every day less than 30 feet from our homes and backyards regardless of circumstances or weather. Every day we are assaulted by barking dogs, owners shouting and the jarring sound of the air horn. We fear the noxious odors from dog feces coming over the fence is only going to get worse.

In considering C-DOG's request for a permanent off-leash area, we ask the City Council to consider the fact that the undersigned residents are impacted by the off-leash area throughout the day not just during the designated hours. The health and safety issues of unleashed dogs running through a residential neighborhood and dog feces in the north field including a culvert that drains to the ocean are deeply disturbing. For these reasons, we respectfully request the following:

1. Deny or continue the current pilot project for another year so the above issues can be resolved;
2. The City commit to building a permanent dog park away from Seacoast Village at which time the off-leash area of El Carro Park will be rescinded;
3. C-DOG comply with their own rules and all leash laws and keep dogs on a leash until they reach the off-leash area and not use the off-leash facility outside of designated hours;
4. C-DOG fulfill their commitment to deploy fencing so others can use the park without interference from the dogs;
5. Redraw the boundaries of the off leash area to be 100 feet away from the western wall;
6. On a regular basis C-DOG members check for and clean up any dog feces found in all areas of the north field especially the culvert in the easement area;
7. Breaking of any of the above rules and commitments by C-DOG members will be grounds to terminate the pilot project immediately.

Finally, of the 55 homes in Seacoast Village only 13 of them are immediately adjacent to the park's off-leash area. Of those 13 homes, eight of them have dogs and five of them do not. Those five homes (our homes) are

all located on the western boundary of the park. Even though we are few in number, we hope that you will consider the impact this off-leash area has had on our quality of our life to be as important as C-DOG members' desire for an off-lease facility.

Respectfully submitted,

Patricia Mickelson 9/23/21
Patricia Mickelson Date

Ryan B Mann 9/23/21
Ryan Mann Date

Devon Tursick 9-23-21
Devon Tursick Date

Reiko Nagao 9-22-21
Reiko Nagao Date

ccs: Al Clark, Vice-Mayor

Gregg A. Carty, Councilmember

Roy Lee, Councilmember

Natalia Alarcon, Councilmember

✓ Matt Roberts, Parks & Recreation Director



1574 Seacoast Way, Carpinteria, CA 93013

January 11, 2021

Mr. David Durflinger
Carpinteria City Manager
5775 Carpinteria Avenue
Carpinteria, CA 93013

Dear Mr. Durflinger:

As you know, Seacoast Village is a residential community of 55 single family homes bordering El Carro Park. The Home Owners' Association Board is aware of the dog park that utilizes parts of the park that are very close to our homes. The dog park is well established and patterns of use are now apparent.

Our residents understand the desire of the larger community for a quick solution to the need for a dog park and support the goal of meeting this need in the long term. Indeed, many of our residents are dog owners and dog lovers but we must strongly oppose the use of El Carro Park as a dog park. It is an athletic field heavily used by children and adults, a use incompatible with a dog park for sanitary and conflict-of-use reasons.

Worse is the dangerous idea of off-leash dogs at all times of the day in all areas of the park. Dog owners who illegally used the entire park, including near the playground equipment, as an off-leash area prior to the establishment of the dog park continue that same pattern of illegal use. The creation of the official dog park has, if anything, legitimized all-hours and all-areas off-leash behavior in the minds of many dog owners. "It's an off-leash park!" and "They made it off-leash all the time!" are some of the angry comments from off-leash dog walkers during on-leash hours. There is seldom a time when no off-leash dogs are present.

Our residents have been chased on their bicycle by dogs and a resident's on-leash dog was attacked by an off-leash dog in an on-leash area. Residents have been threatened so often by dogs running freely during on-leash hours that some of our residents no longer dare to walk through El Carro Park. It is only a matter of time until someone is seriously hurt due an apparently near-total lack of leash law enforcement during business hours and none at all at other times. The City has some legal immunity from approving a dog park but still the danger to the general public of dogs running free at all hours should be eliminated. Such legal immunity would not extend to on-leash hours

when El Carro Park isn't a legal "off-leash dog park" and the City is encouraged to greatly improve its enforcement of leash laws.

It should be noted that off-leash dogs are common in all city parks including the field behind the former Main School. It is clear that the city has lost control of its parks in this matter and its "hands-off" approach to off-leash dogs heavily prioritizes the desires of dog owners above that of all other park users. For example, only approved soccer leagues have any priority in using the El Carro Park athletic field thus effectively requiring people to have a license to use a park. Casual strollers, Frisbee tossers and everyone else are also marginalized in their ordinary use of our parks.

The (often ignored) approved boundaries are right up to our resident's back fence, 15 feet from bedroom windows. The prior pattern of unrestricted barking and dog owner's shouting disrupting sleep as early as 5:15 a.m. in the summer (one half hour before sunrise) can be expected to continue. Efforts were made in preparing the Lagunitas Park proposal to keep the dog area 250 feet away from residences but the entire approved dog park is closer than 250 feet to our homes. People living in Seacoast Village deserve as much consideration as the people living near Lagunitas Park.

There are larger and more appropriate sites for a dog park, notably the Bluffs. The Bluffs have the space for large fenced big-dog and little-dog areas, trees and the rolling terrain that dog owners say they want. Parking and restroom facilities exist nearby and the dog area would be away from homes, playing fields and water wells. Such use is not mentioned in the list of permitted uses given in the documents transferring the Bluff to the City but that does not mean that those documents could not be re-negotiated. The City is urged to explore that avenue to a safer, long-term dog park. It is requested that we be informed of plans to establish a permanent, fenced and safe dog park away from homes.

So that our residents may be accurately informed on this important matter, it is requested that you provide us with your written reply. Thank you for your consideration.

Respectfully yours,

George E. Lehtinen
For the Homeowners' Association Board of Directors

September 21, 2021

Honorable Mayor Wade Nomura
City of Carpinteria
5775 Carpinteria Ave.
Carpinteria, CA 93013

Dear Mayor Nomura:

We the undersigned are long-time residents of Seacoast Village who have rarely if ever complained about El Carro Park until now. The one year anniversary of the part-time off-leash area is coming up and we are asking that the City Council either deny C-DOG's request to make the north field of El Carro Park a permanent offleash facility or continue the pilot project for another year based on the following:

C-DOG members are not abiding by the off-leash hours or the leash laws. We have recognized C-DOG members with their dogs off leash outside of the designated off-leash hours. Some members arrive as much as 40 minutes before the 4:30 pm start time. During the week some members bring their dogs to the park off-leash after the 8:30 am cut off. Other members let their dogs run off leash in the park in the middle of the day. The actions of C-DOG members sets a bad example for other dog owners using El Carro Park.

Around 4:30 pm (daylight savings time) some dogs are off leash in Seacoast Village urinating and defecating on residents' lawns as they make their way to the attractive nuisance that is the off-leash area. This is in violation of the CC&Rs of Seacoast Village, the City Municipal Code and C-DOGS own rules. This is also a safety issue for residents (especially the elderly) who can be knocked down by the excited dogs and break an arm or a hip.

Dog feces in the north field. Over the last 7 months more than 350 dogs (documentation available) have been visually verified to be off leash in the park with their owners outside of the designated off-leash hours. Dog feces was piled up in the easement area that is in the southwest corner of the park where there is a drainage ditch and a culvert. The stench was so bad that some of the undersigned residents had to clean up the area so they could enjoy their backyards. Accumulation of dog feces constitutes a health hazard attracting rats and other rodents. If the culvert carries the dog feces to the ocean, it will create an environmental hazard.

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C-DOG members are diligent about picking up their dogs' feces but what about the irresponsible owners of 350+ dogs who use the park outside the designated hours? As long as El Carro Park has an off-leash area even part time it will be considered by dog owners to be a dog park all of the time. Although the Code Enforcement Officer stops by the park periodically, it has done nothing to deter dog owners from violating the leash law.

October 1, 2021

The following is C-DOG Board's response to the concerns submitted by :

Patricia Mickelson
Ryan Mann
Devon Tursick
Reiko Nagao

During off-leash hours dog owners are abiding by the rules. Our organization is not a member organization. C-DOG's mission is to encourage the establishment of dog parks and open off-leash areas in order to provide safe and secure environments where owners may exercise and train their dogs off leash (See www.c-dog.com for more information). We cannot control or enforce off-leash violations. That is the responsibility of Carpinteria Code Enforcement. However, C-DOG informs its member and visitors to the park that dog leash laws will be enforced and could result in steep fines, and we encourage all users to follow the rules to ensure our privileges remain in good standing.

Seems to be an issue all over town. C-DOG is happy to remind dog owners to keep their dogs leashed and pick up waste via Facebook and Instagram. C-DOG is planning to start a dog bag campaign later this year, and hand out dog bags labeled with "feed me stickers."

The drainage ditch and culvert area is not one that most owners allow dogs to explore, the foxtails are extensive which is dangerous to dogs. Perhaps the city would consider fencing off that area to prevent dogs from accessing the drainage ditch and culvert permanently. We would be happy to review the documentation mentioned in their letter pertaining to the 350 dogs who are outside the designated off-leash area, Our intention of reviewing such documentation is with the hopes of identifying anyone affiliated with C-DOG whom we could approach as a friendly reminder . We also welcome any of the Seacoast Village residents to meet us at the end of each day as we usually perform a sweep of the whole field, and

C-DOG members and other OLA users consistently take the time to pick up dog feces regardless of whether it was their dog or not. Most responsible dog owners are respectful of the environment and the importance of keeping the area clean. But, there will always be a percentage of the population who are selfishly disregarding community standards and protocols. This is where code enforcement can make a big impact.

We appreciate the recognition that during designated off-leash hours dog owners are diligent about picking up waste. As noted above, it seems to be an issue all over town. C-DOG is happy to remind dog owners to keep their dogs leashed and pick up waste via Facebook and Instagram. C-DOG is planning to start a dog bag campaign later this year, and hand out dog bags labeled with "feed me stickers."

C-DOG members have failed to deploy fencing to separate their dogs from other users of the park. Last year, C-DOG promised to deploy temporary fencing when there was shared use. We have never seen any fencing or any separation at all between the dogs and other park users. Dogs run freely among school age baseball and soccer players, couples and parents with children using the field. During the week, adult soccer players confine their practice to a small area of north field until the dogs leave. With no separation, users of the park are vulnerable to picking up the smear from leftover dog feces on their shoes, toys and sports equipment to say nothing about the feces found elsewhere in the park and in the easement area.

C-DOG members do not distance themselves from residents on the west side. In response to a letter from the Seacoast Village Owners Association (copy attached), a meeting was held with a member of our board, Matt Roberts and C-DOG leadership on February 3, 2021. C-DOG promised to "advise dog owners to distance from the parks common border on the west to help reduce noise impacts from dogs". C-DOG members ignore that promise and congregate on the west every day less than 30 feet from our homes and backyards regardless of circumstances or weather. Every day we are assaulted by barking dogs, owners shouting and the jarring sound of the air horn. We fear the noxious odors from dog feces coming over the fence is only going to get worse.

In considering C-DOG's request for a permanent off-leash area, we ask the City Council to consider the fact that the undersigned residents are impacted by the off-leash area throughout the day not just during the designated hours. The health and safety issues of unleashed dogs running through a residential neighborhood and dog feces in the north field including a culvert that drains to the ocean are deeply disturbing. For these reasons, we respectfully request the following:

Deny or continue the current pilot project for another year so the above issues can be resolved;

1. The City commit to building a permanent dog park away from Seacoast Village at which time the offleash area of El Carro Park will be rescinded;
2. C-DOG comply with their own rules and all leash laws and keep dogs on a leash until they reach the offleash area and not use the off-leash facility outside of designated hours;
3. C-DOG fulfill their commitment to deploy fencing so others can use the park without interference from the dogs;
4. Redraw the boundaries of the off leash area to be 100 feet away from the western wall;
5. On a regular basis C-DOG members check for and clean up any dog

Fencing has been deployed when necessary. We could use it more effectively when we know what the soccer practice schedule looks like. To date we haven't received a schedule so we cannot anticipate fencing needs. We have had great cooperation from the youth and adult soccer teams/coaches designating dog play and practice areas.

C-DOG strongly encourages dog owners to congregate within the designated off-leash area. C-DOG cannot address complaints outside of the off-leash program, including complaints generated due to activities within the Seacoast Village neighborhood.

We understand the neighbors on the west side of the park wish us to stay further away, during soccer season it is the only area available to us. Most dog owners set up in the field rather than at the fence line. We haven't measured the distance from the fence to the path in order to confirm whether the distance to the path is 30 feet or less. In the heat of the summer, we do tend to congregate where there is shade. We have suggested to the City a shade structure on the side away from the fence would be beneficial, and we are happy to fund raise for this amenity. Note: the air horn has only been used less than 10 times over an eleven month period.

It's our understanding that staff is leaning towards recommending a one-year extension of the ordinance. Although one of C-DOG's main priorities is to incorporate permanent off-leash areas within the 93013 zip code—and our hope was for this to be approved in 2021—we understand why the City may need more time to evaluate the benefits.

feces found in all areas of the north field especially the culvert in the easement area;

6. Breaking of any of the above rules and commitments by C-DOG members will be grounds to terminate the pilot project immediately.

Finally, of the 55 homes in Seacoast Village only 13 of them are immediately adjacent to the park's off-leash area. Of those 13 homes, eight of them have dogs and five of them do not. Those five homes (our homes) are located on the western boundary of the park. Even though we are few in number, we hope that you will consider the impact this off-leash area has had on our quality of our life to be as important as C-DOG members' desire for an off-leash facility.

Respectfully submitted,

Patricia Mickelson

Ryan Mann

Devon Tursick

Reiko Nagao

Please review attached "C-Dog City Letter - Feb 23 2021.pdf" for an outline or support from the Seacoast Village residents. We are sympathetic to all residents whether they are dog owners or not, and we welcome the opportunity to work together to find common ground, and to try to mitigate the inconveniences these few residents are voicing concerns over.

Responses are respectfully submitted by the following C-DOG board members:

**Erin Milne, President
Lorraine McIntire, Treasurer
Mary Docter, Secretary
Cyndi Burt
Van Fleisher
Christine Mallard
Kevin Twohy, Special Adviser**

Matt Roberts

From: Siera Ford <ford.sieram@gmail.com>
Sent: Tuesday, October 5, 2021 5:57 PM
To: Matt Roberts
Subject: In favor of El Carro dog park

****EXTERNAL EMAIL****

CAUTION: This email originated from outside the City of Carpinteria. DO NOT OPEN attachments or CLICK on links unless you are sure they are safe. Remember, reputable vendors, banks, etc. will not ask you to disclose passwords or other sensitive information.

Hello,

I'm writing to express that I'm in favor of the dog park at El Carro park. I bring my dog everyday and it is the only place she can safely play and exercise with other dogs. The dogs are well behaved and it has created a wonderful community for us all.

Thank you,
Siera Ford

Sent from my iPhone

Matt Roberts

From: usha atterbury <usha.atterbury@gmail.com>
Sent: Thursday, October 7, 2021 8:11 AM
To: Matt Roberts
Subject: Please Make the Off-Leash Hours at El Carro Park Permanent

****EXTERNAL EMAIL****

CAUTION: This email originated from outside the City of Carpinteria. DO NOT OPEN attachments or CLICK on links unless you are sure they are safe. Remember, reputable vendors, banks, etc. will not ask you to disclose passwords or other sensitive information.

Good morning Mr. Roberts,

I am writing to urge you to make the off-leash hours for dog at El Carro park permanent. I was born and raised in Santa Barbara and have lived on Casitas Pass Road in Carpinteria for the past nine years. In August 2020 I adopted a puppy and took him to El Carro park to play. I was told by a nice women that many local residents met each afternoon to socialize their dogs. I began attending this unapproved play group in an effort to ensure that my new puppy learned important manners around dogs and people. I was soon informed that a new legal pilot program for off-leash hours at El Carro park had been approved on a trail basis. I was over the moon to have a place were I could legally allow my dog to play and where I would socialize with other dog owners during the pandemic. I am not exaggerating when I say that I have brought my dog to El Carro park each day since August 2020 except for a two week break when he was neutered.

Lincoln has grown into a polite and well socialized dog that understands how to behave on and off leash around other dogs and people because of the off-leash hours at El Carro park. I urge you to make the pilot program permanent. The group of dog owners that meets at El Carro park each day is respectful of neighbors, other park users, and truly love their dogs. Not only do the off-leash hours provide important exercise and socialization for dogs, but the contact with other people in a safe, outdoor environment during this pandemic is a beacon of hope during this uncertain time.

Please understand the the Carp. community is filled with dog owners and dog lovers, I do not think I am exaggerating when I say that on average 20-30 dogs are present for off-leash hours each day. Please also understand that the next nearest off-leash area for dogs is located in Santa Barbara, over 18 miles away, and with traffic in the afternoons — quite literally over 1.5 hours away :)

Please do not be swayed by a small group of grumpy neighbors who knowingly purchased homes next to a public park. Please understand that by approving and making off-leash hours permanent you are enabling the entire Carpinteria community to utilize the public park as its designers had hoped. A park should be used, and not held captive and treated as a private extension of some neighbor's back yards. The dog owners who frequent El Carro park are kind, caring, and responsive to concerns. Please approve and make permanent the off-leash hours at El Carro park.

Thank you,
Usha Atterbury

Matt Roberts

From: Marla Park <marlapark2222@gmail.com>
Sent: Tuesday, October 5, 2021 8:28 PM
To: Matt Roberts
Subject: El Carro dog park

****EXTERNAL EMAIL****

CAUTION: This email originated from outside the City of Carpinteria. DO NOT OPEN attachments or CLICK on links unless you are sure they are safe. Remember, reputable vendors, banks, etc. will not ask you to disclose passwords or other sensitive information.

Dear Mr. Roberts,

I am writing to express my enthusiasm and support for the off leash dog area at the El Carro Park in Carpinteria. It's been a blessing for my pup and I to have found such a safe place for him to socialize, exercise, and just play. We look forward to it every day. I urge you to please vote to make this a permanent option for us.

Kind regards,
Marla Park

Attachment C

Off-Leash Dog Area Sign Program

El Carro Park North Field
Approx 2.5 acres
Off Leash Area Boundaries
Sign Program



LEGEND



Boundary Sign



Rules Sign



Bag Dispenser
and
Trash Receptacle



Message Center

OFF-LEASH AREA RULES

- 🐾 Use park at your own risk - Owners are legally Responsible for the behavior of the dog(s) in their custody.
- 🐾 Dogs must be leashed while entering and exiting the off-leash area.
- 🐾 Dogs must remain leashed when outside the off-leash area boundary.
- 🐾 Owners must be within the off-leash area and supervising their dog(s) with a leash in hand at all times.
- 🐾 Dogs must be under visual and voice control at all times.
- 🐾 Dogs in heat, puppies under four (4) months in age and aggressive dogs are prohibited.
- 🐾 Dog owners must clean up after their dog(s) immediately.
- 🐾 Dogs must be licensed and have current vaccinations, including rabies. Dog license must be immediately available and provided as requested by Animal Control.
- 🐾 Dogs must wear collars (no spikes).
- 🐾 Dog owners must be at least 18 years old.
- 🐾 Children under age 13 must be supervised by an adult at all times.
- 🐾 Owners must comply with off-leash hours and boundary signage.
- 🐾 Limit three (3) dogs per owner.

The City of Carpinteria is not liable for any injury or damage caused by any dog within the park or off-leash area. Dog owners using the park take full responsibility for the actions of the dog(s) in their custody.

(805) 684-5405



Carpinteria Dog Owners Group



IN CASE OF EMERGENCY DIAL 911



Sign also posted in Spanish

**DOGS MUST
BE ON LEASH
BEYOND THIS POINT**



**OFF-LEASH AREA
BOUNDARY**

City of Carpinteria
(805) 684-5405
CMC 6.04.230



NOTICE

**YOU ARE ENTERING
AN OFF-LEASH
DOG AREA**



OFF LEASH HOURS

MORNINGS

Sunday - Friday from park opening until 8:30 AM
Saturday from park opening until 8:30 AM or
until 11:00 AM when temporary fencing is deployed.

AFTERNOONS

Standard Time 3:00 PM to park closure
Day Light Savings 4:30 PM to park closure.

**PLEASE LEASH YOUR DOG
DURING SPORTS PROGRAMMING**
City of Carpinteria (805) 684-5405



Signs also posted in Spanish

Effective March 14, 2021

Afternoon Hours

4:30 PM – Park Closing 7 days a week

Morning Hours

Saturday: From 30 minutes before sunrise – 11:00 AM

Sunday-Friday: From 30 minutes before sunrise – 8:30 AM

Rules are effective until November 6, 2021

- 🐾 Use el parque bajo su propio riesgo. Los Proprietarios son legalmente Responsables del comportamiento de los perros bajo su custodia.
- 🐾 Los perros deben estar atados al entrar y salir del área sin correa.
- 🐾 Los perros deben permanecer atados cuando estén fuera del límite del área sin correa.
- 🐾 Los propietarios deben estar dentro del área sin correa y supervisando a su (s) perro (s) con una correa en la mano en todo momento.
- 🐾 Los perros deben estar bajo control visual y por voz en todo momento.
- 🐾 Se prohíben perros en celo, cachorros menores de cuatro (4) meses y perros agresivos.
- 🐾 Los dueños de perros deben limpiar los desechos de su (s) perro (s) inmediatamente.
- 🐾 Los perros deben tener licencia y vigencia al día, incluida la rabia. Licencia de perro debe estar disponible de inmediato y suministrada según lo solicite Animal Control.
- 🐾 Los perros deben usar collares (en paz).
- 🐾 Los dueños de perros deben tener al menos 18 años.
- 🐾 Los niños menores de 13 años deben ser supervisados por un adulto en todo momento.
- 🐾 Los propietarios deben cumplir con las reglas sin ruidos y la señalización de límites.
- 🐾 Límite de tres (3) perros por dueño.

La Ciudad de Cuyamaca no es responsable de lesiones físicas o daños causados por un perro dentro del parque o en el área sin correa. Los dueños de perros que violen el parque asumen toda la responsabilidad por los accidentes de los perros bajo su custodia. (2021) EDC 300



C-DOG
Cuyamaca Dog Ordinance



EN CAMBIO CUYAMACA MANIA EDC 301



- 🐾 Use dogs in your own risk. Owners are legally Responsible for the behavior of their dogs in their yard.
- 🐾 Dogs must be leashed when entering and exiting the off-leash area.
- 🐾 Dogs must remain leashed when outside the off-leash area boundary.
- 🐾 Owners must supervise their off-leash area and supervise their dogs at all times in hand at all times.
- 🐾 Dogs must be under voice and visual control at all times.
- 🐾 Dogs in heat, puppies under four (4) months of age and aggressive dogs are prohibited.
- 🐾 Dog owners must clean up after their dogs' waste.
- 🐾 Dogs must be licensed and have current vaccinations, including rabies. Dog license must be immediately available and provided as requested by Animal Control.
- 🐾 Dogs must wear collars (in peace).
- 🐾 Dog owners must be at least 18 years old.
- 🐾 Children under age 13 must be supervised by an adult at all times.
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- 🐾 Limit three (3) dogs per owner.

City of Cuyamaca is not liable for any injury or damage caused by any dog within the park or off-leash area. Dog owners using the park assume full responsibility for the actions of their dogs in their custody. (2021) EDC 300



C-DOG
Cuyamaca Dog Ordinance



EN CAMBIO CUYAMACA MANIA EDC 301



RESOLUTION NO. 6006

**RESOLUTION OF THE CARPINTERIA CITY COUNCIL
ESTABLISHING THE NORTH FIELD PORTION OF EL CARRO PARK AS AN OFF-
LEASH DOG AREA FOR A PILOT PERIOD AND DESIGNATING THE ANIMAL
CONTROL DIRECTOR AS THE PERSON WITH AUTHORITY TO AUTHOR AND
ENFORCE OFF-LEASH AREA RULES AND DAYS AND HOURS OF USE.**

WHEREAS, Carpinteria Municipal Code ("CMC") Chapter 6.04 establishes the City of Carpinteria Animal Control regulations, including CMC Sections 6.04.020, 6.04.230, concerning requirements for dogs to be kept on leash; and

WHEREAS, CMC Chapter 12.24 establishes regulations for use of and conduct at public parks and beaches, including CMC 12.24.020(12), which requires that, in places where dogs are allowed, they be kept on leash unless in an approved off-leash area; and

WHEREAS, the City Council has received testimony and written requests from members of the public for establishment of dog parks and other off-leash areas; and

WHEREAS, exploring the establishment of off-leash dog areas in the City of Carpinteria was approved by the City Council as a work item in its adopted 2020 Work Plan; and

WHEREAS, at its regular meeting of March 11, 2019, the City Council received a written and oral report concerning the feasibility of Dog Parks and other off-leash areas in Carpinteria (Feasibility Study); and

WHEREAS, at its regular meeting of September 14, 2020, the City Council received a written and oral report concerning off-leash dog park designs; and

WHEREAS, after further consideration, the City Council directed Staff to propose an unfenced-off-leash dog area in El Carro park shared with other users; and

WHEREAS, City Staff has consulted with the Carpinteria Dog Owners Group (C-DOG) to consider the parameters of an off-leash area for dogs at El Carro Park.

NOW, THEREFORE, the Carpinteria City Council hereby resolves as follows:

Section 1. The above recitals are true and correct.

Section 2. The North Field of El Carro Park, 5305 Foothill Road, Carpinteria, CA 93013, as depicted on the map attached hereto as Exhibit A, is hereby designated as an off-leash area for a pilot period beginning October 31, 2020 and ending November 1, 2021, with initial hours of operation to be as listed below and subject to

modification by the Animal Control Director as deemed necessary and appropriate during the term of the pilot program.

Mornings

Sunday – Friday from park opening until 8:30 AM

Saturday from park opening until 8:30 AM

Saturday from 8:30 AM to 11AM when temporary fencing is deployed.

Afternoons

Excepting times when organized sports has been granted use of the field by the City in writing,

Standard Time 3:00 PM to park closure

Day Light Savings 4:30 PM to park closure

Section 3. The Animal Control Director shall promulgate and enforce rules for the pilot off-leash area as determined necessary and appropriate to balance the needs of dog owner and other Park users.

Section 4. The Animal Control Director shall post signs and notices that designate the off-leash dog area and that describe the rules and regulations applicable to the off-leash dog area, consistent with the requirements of CMC Chapter 6.04, including without limitation CMC Sections 6.04.020 and 6.04.230.

Section 5. No later than the regular City Council meeting of October 11, 2021, City staff is directed to provide a report on this pilot off-leash area, including but not limited to, park user feedback, identified conflicts and if/how resolved, and recommendations for the future of the off-leash area at El Carro Park and possibly other City Parks.

Passed, approved and adopted the 28th day of September 2020.

I, the undersigned, hereby certify that the foregoing Resolution No. 6006 was duly adopted by the Carpinteria City Council.

PASSED, APPROVED AND ADOPTED this 28th day of September, 2020, by the following called vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:



MAYOR, CITY OF CARPINTERIA

ATTEST:



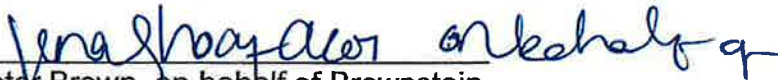
CITY CLERK, CITY OF CARPINTERIA

I hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of the City of Carpinteria held the 28th day of September, 2020



CITY CLERK

APPROVED AS TO FORM:



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

Carro Park North Field

Approx 2.5 acres

Exhibit "A"





City of Carpinteria

COUNCIL AGENDA STAFF REPORT October 11, 2021

ITEM FOR COUNCIL CONSIDERATION

Consideration of a status report for the property located at 399 Linden Avenue (APN: 004-105-026, 028) (Property).

STAFF RECOMMENDATION

Action Item: ☐ Non-Action Item ☒

Receive and file this status report.

Sample Motion: I move to receive and file this status report.

BACKGROUND

This report is presented in response to a request made by the City Council at its September 13, 2012 meeting.

The City Council authorized the purchase of the Property from Union Pacific Railroad (UPRR) on June 17, 2013. The purchase closed on December 19, 2013.

The Property is comprised of two assessor parcel numbers that total 1.44 acres. The Property is 75 feet wide and approximately 836 feet long. The purchase price was \$766,457.82. Exhibit A is a parcel map of the Property.

At the time of purchase in 2013 the City had recently completed a purchase of the parcel of land on the north side of the Railroad (APN 004-105-016) most of which was ultimately developed into the Carpinteria Community Garden.

At that time, the representative of UPRR indicated that UPRR was interested in selling 399 Linden Avenue as well. Staff informed the City Council of this and the City Council directed Staff to pursue the acquisition.

The City conducted a General Plan Consistency Hearing on May 6, 2013. At this Hearing, the Planning Commission found the acquisition was consistent with the City's General Plan and Local Coastal Plan.

Prior to the City's acquisition of the Property, a Limited Liability Corporation leased the Property on a year-to-year basis from UPRR. This Lease between UPPO's Garden, LLC and UPRR was initiated on March 1, 2004 and was in effect when the City acquired the Property in 2013. The City renegotiated the terms of this Lease and a new agreement is in effect today. See Attachment B.

The UPPO's Garden Lease was negotiated at the request of representatives of UPPO's Garden. The City receives monthly lease payments and some weed control / fire prevention benefits that would otherwise need to be performed by the City.

Property Improvements

The Property has a variety of fencing both along the perimeter of the parcel boundaries and within the property. At the time of the City's acquisition in 2013, fencing was in place along the property's Linden Avenue, southern and Holly Avenue boundary. In addition, a lightweight fence existed that surrounded the garden area operated by UPPO's Garden LLC. See the Topographic Survey (Exhibit D).

The Property has three entrance gates wide enough for vehicle access located at Linden Avenue, Elm Avenue and at Holly Avenue. These gates are normally kept closed. The Gate at Elm Avenue and the fence along Holly Avenue are damaged and in need of repair or replacement.

Other improvements to the Property include a small greenhouse and some trees, both ornamental and fruit bearing.

Since the acquisition of the property the City installed a permanent fence along the northern boundary of the property. The fence serves to prevent unauthorized access to the railroad corridor. This fence was a negotiated requirement of the Purchase and Sale Agreement requested by the UPRR.

Property Uses

The Property has been used for a variety of temporary uses over the past several decades. UPRR once leased a portion of the Property to an orchard services company and to a seasonal bicycle rental company. Neighboring residents informally used the property for vehicle or outdoor storage from time to time. In addition, walking trails can be seen from historical aerial photos. See Exhibit C, Historical Aerial Photos of 399 Linden Avenue

The property was subject to an environmental cleanup in 1995 where three underground storage tanks were removed and the site was remediated. At least one of the tanks, thought to have been installed in the 1940's, was known to have leaked

releasing hydrocarbons into the ground. The site received regulatory closure in 1996 (SBCO LUFT site No. 50119).

The Property's grant deed was transferred to the City on December 19, 2013. UPRR imposed some grant deed restrictions on the Property. These were negotiated as a part of the terms of purchase and do not allow the City to use the Property for residential, educational facilities or child care facilities. See the Grant Deed, Attachment A, Covenants Section (a).

Under the terms of the previously referenced UPPO's Garden lease the property is used for gardening and animal keeping. This is described in more detail below in the next section.

The City has used the Property once for a public festival to promote environmental sustainability in October 2014, and for special event parking to support the July, 2019 Regional Junior Lifeguard Championships.

DISCUSSION

The Property is mostly unimproved. Since about 2016, the City has been doing planning work for various improvements including a public parking lot, public restroom location and a multiuse trail connection as part of the public improvements associated to the Surfliner Inn Project. For more information and exhibits about the Surfliner Inn Project please see the Homepage of the City's website and follow the hot topics/ Surfliner Inn.

The City continues to lease a portion of the Property to UPPO's Garden, LLC for hobby gardening purposes that began on May 12, 2014 on a month-to-month basis. This lease includes 15,750 square feet and is 45 feet wide and 350 feet long. Exhibit B depicts this lease area on the Property.

The basic lease terms include the following:

- Month to month tenancy at \$150 per month. This amount has been adjusted to \$172.84 per month pursuant to the terms of the lease.
- Tenant has to maintain specified insurance coverage
- Tenant may install perimeter fence on leased area, 4 foot height maximum.
- The lease area may be used only for hobby gardening
- Tenant may keep animals on property (subject to limitations)
- No storage allowed that is not related to hobby gardening
- No vehicles
- No signs
- No improvements either temporary or permanent are allowed
- No noxious or invasive species are allowed
- No planting of trees is allowed without written consent

- Lease is month to month with a 30-day notice of cancellation provision.
- Tenant may offer a license to one adjacent neighbor to share the Leases Premises.

For complete terms, see the full lease which is attached hereto as Attachment B.

The Property currently appears to have a variety of unauthorized uses and unauthorized encroachments. A recent informal inspection of the Property indicates that unauthorized permanent structures have been erected along with fencing, storage, plant cultivation and other miscellaneous amenities. Property line encroachments along the southern lot line may also be occurring. Please see Exhibit E showing the locations of possible encroachments.

POLICY CONSIDERATIONS

General Plan and Zoning for the Property

The Property has a General Plan designation of Open Space / Recreation. Carpinteria Municipal Code (CMC) Section 14.08.485 states:

""Public open space" includes but is not limited to public parks and parking lots, beaches, access corridors such as bike paths, hiking or equestrian trails, usable natural areas, and vista points which are accessible to members of the general public. Public open space shall not include areas which are unusable for recreational purposes; examples of the same are private or public streets, private parking lots, hazardous areas such as steep slopes and bluff faces."

The Property is zoned Recreation (REC). Pursuant to CMC 14.38.040, uses permitted in the REC district subject to development plan approval are as follows:

1. Public and/or private recreational uses, e.g., parks, campgrounds, riding, hiking, biking, and walking trails;
2. Public recreational facilities, including tennis courts, handball and racquetball courts, golf course;
3. Watercourses, flood control easements;
4. Structures and facilities required to support recreational activities, e.g., parking areas, water and sanitary facilities, boat launching facilities, ranger station and limited concession activities for persons using the recreational facilities;
5. Any other public, quasi-public or community service recreation use which the planning commission determines to be similar in nature to the above uses, to not reduce existing recreational opportunities, to be open to the general public and organized recreational and youth organizations, and not located on a city or state beach or beach park, or any environmentally sensitive habitat overlay.

FINANCIAL CONSIDERATIONS

Currently, the tenant pays the City \$172.84 per month or \$2,074.03 per year for use of the leased area.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

The City Attorney has reviewed this Staff Report and is available to answer questions.

PRINCIPAL PARTIES EXPECTED AT MEETING

ATTACHMENTS

Exhibit A: Property Boundary
Exhibit B: Leased Premises boundary
Exhibit C: Historical Photos
Exhibit D: Topographic Survey
Exhibit E: Possible Property Encroachments
Exhibit F: Property Photos

Attachment A: Property Grant Deed
Attachment B: UPPO's Garden Lease

Staff contact: Matthew Roberts, Parks, Recreation and Public Facilities Director
(805) 755-4449


Signature

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


Signature

Exhibit A

**399 Linden Avenue APN's 004-105 026 and 028
Outlined with blue lines**



Exhibit B

UPPO's Garden LLC lease boundaries

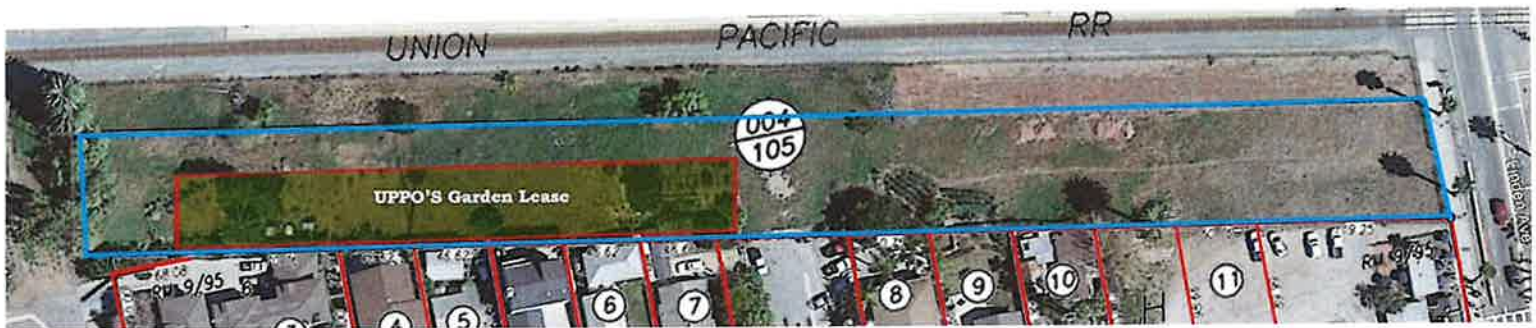
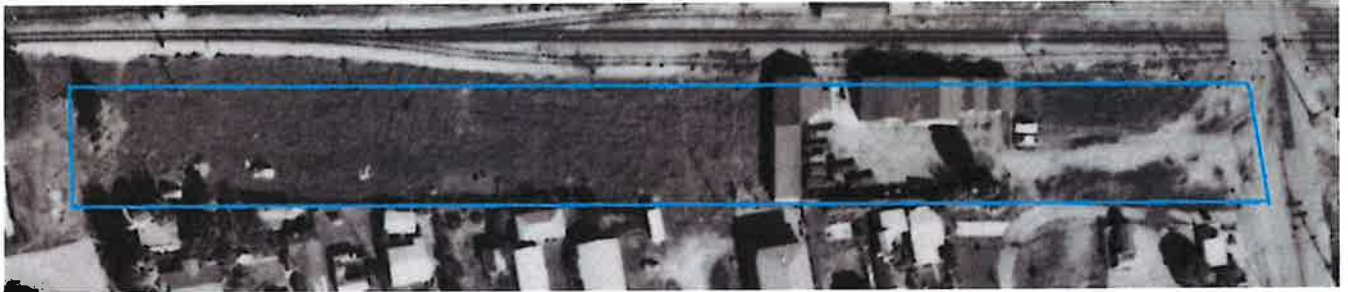
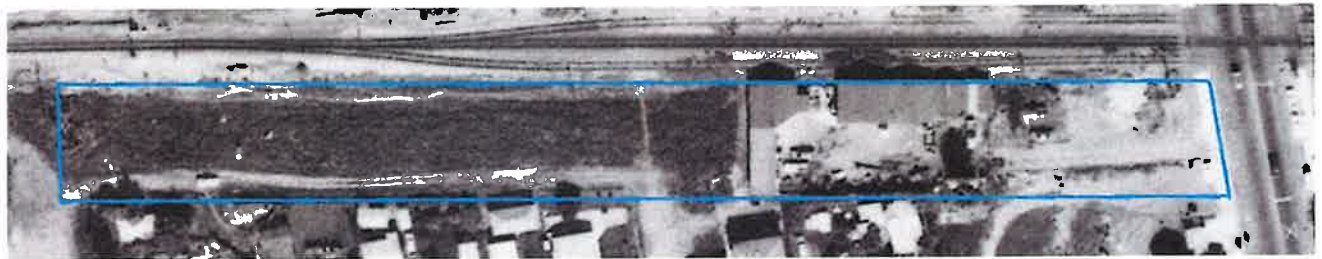


Exhibit C

Historical Aerial Photos of 399 Linden Avenue



1965 Buildings shown on the Property's east side where leased to an orchard Services Company.



1972 A dirt roadway is shown on the west side allowing access from the Property to the rear of residential property to the south



2001 The buildings have been removed on the east side and some vehicle storage, trails and dirt roadways are present.

Exhibit D

**Topographic Survey of Property
Dated 4-15-13**

Exhibit E

Possible Property Encroachments



These possible encroachments are based upon the topographical survey dated 4-15-2013

Type of Encroachments

- A. Fence
- B. Building
- C. Building
- D. Fence
- E. Fence
- F. Fence / Building

Exhibit F
Property Photos

Photographs of Property
Taken 09-22-2021



Index of Photograph locations

#1



View looking west from Linden Avenue
09-22-2021



Fence corner not shown on parcel map
09-22-2021

#3

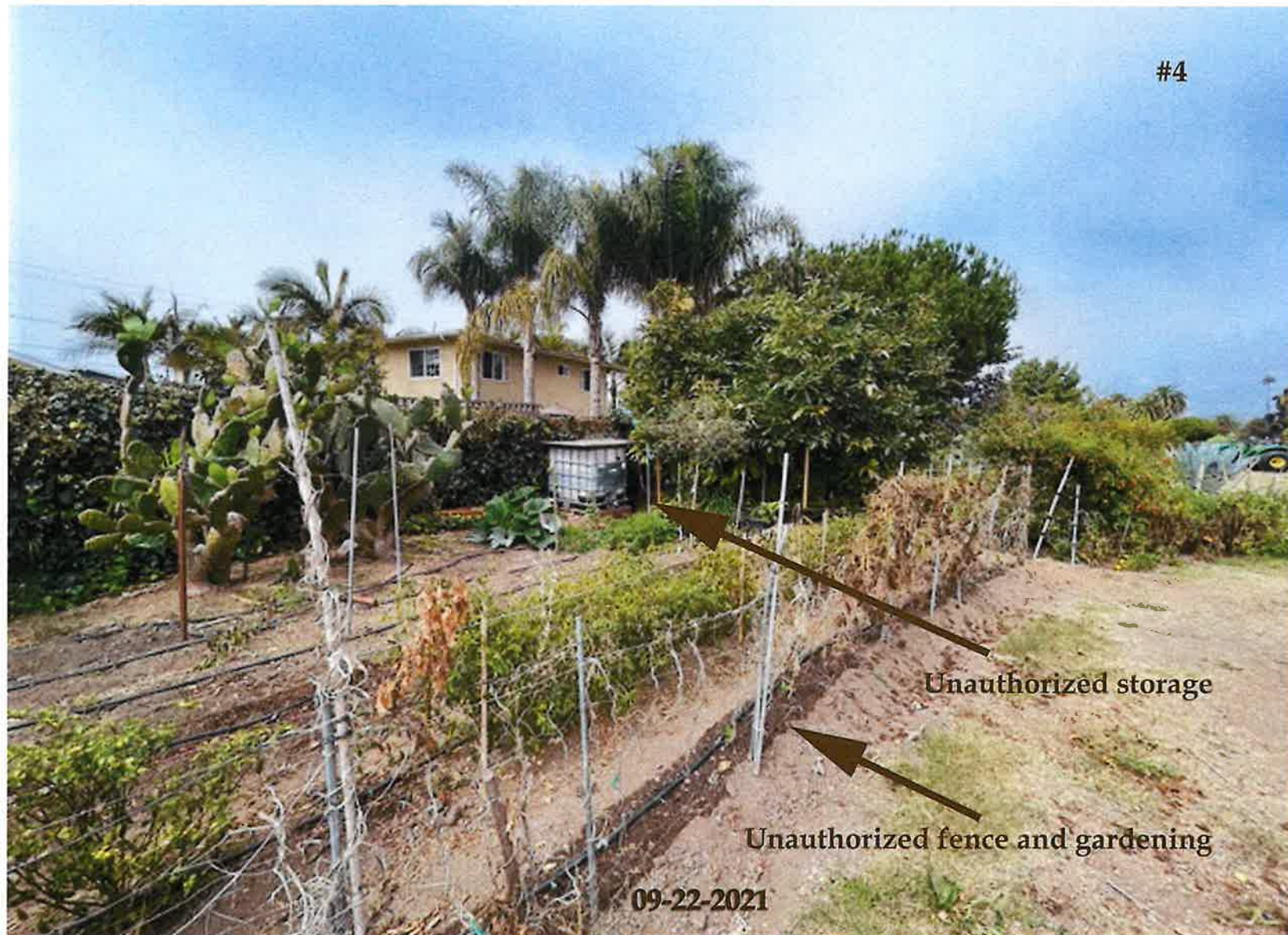


Unauthorized gardening

Unauthorized fence

09-22-2021

#4



Unauthorized storage

Unauthorized fence and gardening

09-22-2021





#6

View looking west of Uppos Garden
09-22-2021



Fence corner not consistent with parcel map

09-22-2021



#8

End of Elm Avenue
looking north east
09-22-2021

#9

Unauthorized green waste

09-22-2021





#10

Looking east
09-22-2021

City tractor



#11

Unauthorized fence

Unauthorized green waste

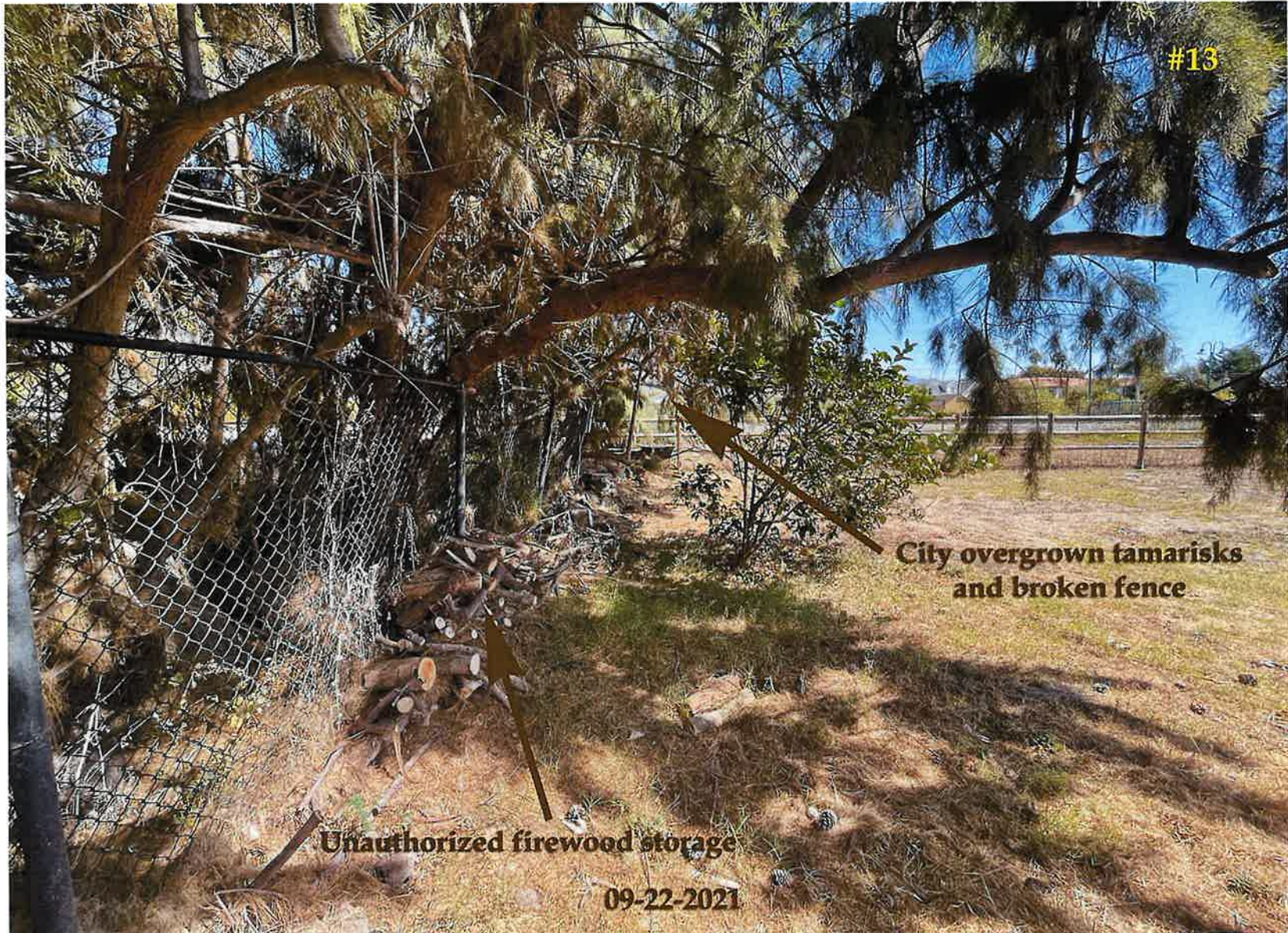
09-22-2021



#12

Unauthorized plantings

Taken from Holly Avenue
looking East



#13

City overgrown tamarisks
and broken fence

Unauthorized firewood storage

09-22-2021



#14

Looking East from Holly Avenue
09-22-2021



#15

Unauthorized compost pile
north west corner of property

09-22-2021

#16

Unauthorized storage shed
and other storage

09-22-2021



#17



Raised bed partially outside
UPPO's leased area
09-22-2021



#18

Unauthorized
horeshoe pit

Unauthorized plantings

09-22-2021

#19

Gardening extends outside
leased boundary

09-22-2021







#21

Unauthorized fence

09-22-2021

Attachment A
Property Grant Deed

RECORDING REQUESTED
CHICAGO TITLE

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

City of Carpinteria
Attn: City Manager
5775 Carpinteria Avenue
Carpinteria, California 93013

MAIL TAX STATEMENTS TO:

City of Carpinteria
Attn: City Manager
5775 Carpinteria Avenue
Carpinteria, California 93013

8
FR
CCW



2013-0079072

Recorded REC FEE 0.00
Official Records
County of Santa Barbara
Joseph E. Holland
County Clerk Recorder CONFORMED COPY 2.00

08:00AM 19-Dec-2013 JKH
Page 1 of 8

(Space above line for Recorder's use only)

APN 004-105-21

~~MONUMENT SURVEY \$10.39~~ 2639-29

GRANT DEED

FOR VALUE RECEIVED, **SOUTHERN PACIFIC RAIL CORPORATION**, a Utah corporation ("Grantor"), grants to **CITY OF CARPINTERIA**, a California municipal corporation, incorporated as a political subdivision of the State of California ("Grantee"), all of its right, title, and interest in and to that certain real property (the "Property") situated in the City of Carpinteria, County of Santa Barbara, State of California, described in **Exhibit A** attached hereto and incorporated by reference.

EXCEPTING from this grant and RESERVING unto Grantor, its successors and assigns, forever, all minerals and all mineral rights of every kind and character now known to exist or hereafter discovered, including, without limitation, oil and gas and rights thereto, together with the sole, exclusive and perpetual right to explore for, remove and dispose of said minerals by any means or methods suitable to Grantor, its successors and assigns, but without entering upon or using the surface of the Property, and in such manner as not to damage the surface of the Property or to interfere with the use of the Property by Grantee, its successors or assigns.

THE PROPERTY IS CONVEYED TO GRANTEE SUBJECT TO:

- A. All liens, encumbrances, easements, covenants, conditions and restrictions of record;
- B. All matters which would be revealed or disclosed in an accurate survey of the Property;
- C. All matters which would be revealed or disclosed by a physical inspection of the Property;

D. A lien not yet delinquent for taxes for real property and personal property, and any general or special assessments against the Property;

E. Zoning ordinances and regulations and any other notices, orders, laws, ordinances, and governmental regulations and restrictions regulating the use, occupancy or enjoyment of the Property, and amendments and additions thereto, now or hereafter in force or effect; and

F. Existing licenses and other existing rights to use the Property and renewals thereof, regardless of whether visible, open and obvious, recorded or unrecorded, or for public streets, rights of way or utilities.

Covenants.

The Property is conveyed by Grantor subject to the following covenants, conditions and restrictions which Grantee by the acceptance of this Deed covenants for itself, its successors and assigns, faithfully to keep, observe and perform:

(a) Restriction on Use. Grantee, its successors and assigns, may use the Property only for activities allowed under the Open Space/Recreation ("OSR") designation of the City of Carpinteria's General Plan/Local Costal Land Use Plan & Environmental Impact Report, State Clearinghouse No. 1997121111, dated April 2003, which is intended to provide recreational areas (passive or active), including City parks, beaches, golf courses and related uses, as well as open space areas. Notwithstanding the foregoing OSR designation, the Property must not be used for (i) residential, (ii) lodgings or accommodations (including, without limitation, hotels, motels, boarding houses, dormitories, hospitals, nursing homes, or retirement centers), or (iii) educational or child-care facilities (including, without limitation, schools, kindergartens or day-care centers).

(b) Fence Covenant. Grantee, at its sole cost and expense, shall install, within ninety (90) days after the date of delivery of this Deed, and thereafter maintain fencing or other barriers to prevent access to or encroachment on the railroad right-of-way of Grantor adjacent to the northeasterly boundary of the Property. The existing (as of the date of delivery of this Deed) fencing along the northeasterly (track side) boundary of the Property is sufficient to meet this requirement. Any new fencing or barrier must be of a design and type satisfactory to Grantor, and in compliance with applicable building codes. Grantee shall submit the plans for any new fencing or barrier construction to:

Union Pacific Railroad Company
Assistant Vice President-Real Estate (Folder No. 2639-29)
1400 Douglas Street, Mail Stop 1690
Omaha, Nebraska 68179

for review and approval. Grantor shall complete such review and make appropriate response to Grantee within twenty (20) days after receipt of such plans by Grantor. Grantor shall not

unreasonably withhold its approval of such plans. Such approval does not constitute a guarantee or warranty that such plans comply with applicable governmental laws, rules, regulations or ordinances, or that the fence as constructed will be structurally sound.

(c) Railroad Proximity Covenant.

(i) Grantee acknowledges that the property abutting the northeasterly boundary line of the Property is dedicated and used for railroad purposes, that railroad operations may create noise, vibrations, emissions, fumes and odors twenty-four (24) hours a day, and that the amount, nature and intensity of railroad operations may increase or change (collectively, the "Permitted Effects"). Grantee accepts the Property subject to the existence of the Permitted Effects. By acceptance of the Property, Grantee agrees that, at Grantee's sole cost and expense, as part of the development of the Property, Grantee shall design and install and/or construct and thereafter maintain improvements to reduce or limit the Permitted Effects and to comply with all governmental requirements, if any, which may be imposed as a condition to the development and use of the Property because of the Permitted Effects.

(ii) Grantee shall not and hereby waives all rights to institute legal proceedings against Grantor to reduce or lessen the Permitted Effects.

(iii) If Grantee sells or leases all or any portion of the Property, Grantee shall require all purchasers and tenants to acknowledge the location of the railroad operations abutting the Property and the existence of the Permitted Effects, and to agree in writing, for the benefit of Grantor, to comply with the above covenants.

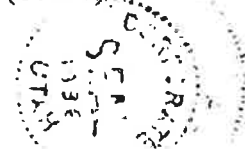
(d) Covenants To Run With Land. The foregoing covenants, conditions and restrictions shall run with the Property, the burdens of which will be binding on the successors and assigns of Grantee, and the benefits of which will inure to the successors and assigns of Grantor. A breach of the foregoing covenants, conditions and restrictions, or the continuance thereof, may, at the option of Grantor, its successors or assigns, be enjoined, abated or remedied by appropriate proceedings.

IN WITNESS WHEREOF, the undersigned has executed this Deed this 25th day of November, 2013.

Attest:

Maurice J. Thirion
Assistant Secretary

(SEAL)



SOUTHERN PACIFIC RAIL CORPORATION,
a Utah corporation

By: [Signature]
Title: Vice President - Law

Grantee hereby accepts this Deed and agrees for itself, its successors and assigns, to be bound by the covenants set forth herein.

Dated this 22 day of November, 2013.

June 10, 2013 Resolution #5471

**CITY OF CARPINTERIA,
a California municipal corporation**

By: _____

Name: _____

Title: _____


David DeFlieger
City Manager

ATTEST:


City Clerk

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

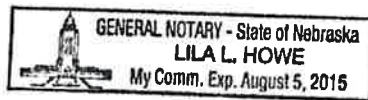
On November 25, 2013, before me, a Notary Public in and for said County and State, personally appeared James J. Theisen, Jr. and Maureen Fong Hinners, Vice President-Law and Assistant Secretary, respectively, of SOUTHERN PACIFIC RAIL CORPORATION, a Utah corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.



Notary Public

(Notary Seal)



STATE OF CALIFORNIA)
)
COUNTY OF SANTA BARBARA)

On November 22, 2013, before me, Tahna Rathbun, a Notary Public in and for said County and State, personally appeared David Durlinger and _____, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signature on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



(Notary Seal)

Tahna Rathbun
Notary Public

EXHIBIT A

**LEGAL DESCRIPTION OF PROPERTY
TO BE ATTACHED**

Escrow No.: 13-77605528-AW
Locate No.: CACTI7742-7742-4776-0077605528
Title No.: 13-77605528-KJ

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CARPINTERIA, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL "A" AND PARCEL "C" OF MAP NO. 25,192, IN THE CITY OF CARPINTERIA, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA AS SHOWN ON MAP RECORDED IN BOOK 64 PAGES 40 THROUGH 41 OF PARCEL MAPS RECORDED IN THE OFFICE OF THE COUNTY RECORD OF SAID COUNTY.

APN: 004-105-21 (portion)

Attachment B

UPPO 's Garden LLC month to month Lease

**GROUND LEASE BY AND BETWEEN
THE CITY OF CARPINTERIA
AND
UPPO'S GARDEN, LLC**

This GROUND LEASE ("**Lease**") is made and entered into as of this 12th day of May, 2014, by and between the City of Carpinteria, a California municipal corporation located in the County of Santa Barbara, ("**Landlord**" and sometimes "**City**"), and UPPO's GARDEN, LLC, a California Limited Liability Corporation ("**Tenant**") with reference to the following facts and intentions.

RECITALS:

- A. **WHEREAS**, Landlord is the owner of record of the real property and improvements located at 399 Linden Avenue, Carpinteria, California, 93013 and more particularly described in Exhibit "A" attached hereto and incorporated herein ("**Property**"); and
- B. **WHEREAS**, Tenant currently leases a portion of the Property under that certain Lease of Property between Union Pacific Railroad Company and UPPO's Garden, LLC, entered into March 1, 2004 ("**Original Lease**"), which Landlord assumed when it acquired the Property by that certain Assignment and Assumption Agreement between Union Pacific Railroad Company and the City of Carpinteria entered into on December 19, 2013, both of which documents are attached hereto as Exhibit "B" and incorporated by reference; and
- C. **WHEREAS**, Tenant desires to continue to lease a portion of the Property for gardening and landscaping purposes; and
- D. **WHEREAS**, on an interim basis, Landlord desires to lease to Tenant and Tenant desires to lease from Landlord a portion of the Property ("**Premises**"), as hereinafter described, on the terms and conditions in this Lease; and
- E. **WHEREAS**, Landlord and Tenant now desire to enter into a new lease agreement and further intend that this Lease shall supersede and replace the Original Lease, which is hereby terminated.

NOW, THEREFORE, IN CONSIDERATION OF THE TERMS, COVENANTS AND CONDITIONS CONTAINED HEREIN, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, LANDLORD AND TENANT HEREBY AGREE AS FOLLOWS:

1. INCORPORATION OF RECITALS

- 1.1. Incorporation of Recitals.** Landlord and Tenant agree the foregoing Recitals are true and correct and are hereby incorporated by reference.

2. SUBJECT OF LEASE

- 2.1 **The Premises.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises, which constitute approximately 15 thousand seven hundred-fifty square feet of open land rentable space, which is depicted and described with more particularity on Exhibit "C", attached hereto and incorporated by reference, on the terms and upon the agreements, covenants and conditions set forth in this Lease.

3. POSSESSION OF THE PREMISES

- 3.1 **As-Is Condition.** The Premises will be delivered to Tenant in its "as is" condition on the date of Tenant's Acceptance as defined in paragraph 2.2 below.
- 3.2 **Acceptance of the Premises.** Except as may be otherwise provided herein, Tenant shall, by entering into and occupying the Premises or using any portion of the Premises, be deemed to have accepted the Premises and to have acknowledged that the same is then in the condition called for by this Lease.
- 3.3 **Surrender of the Premises.** Upon the termination of this Lease, Tenant shall remove all of Tenant's property and restore the Premises to its condition at the time it was leased from City, and peaceably and quietly leave and surrender the Premises to Landlord, in good order, condition and repair.

4. TERM

- 4.1 **Duration and Commencement.** This Lease shall commence on March 1, 2014 and continue on a month-to-month basis thereafter, until either party shall terminate the lease by giving the other party thirty (30) days written notice..
- 4.2 **Renewal.**
- 4.2.1 This Lease shall automatically renew for consecutive periods of one (1) month each until terminated by either party upon thirty (30) days prior written notice of termination delivered to the other party. Landlord or Tenant may terminate the Lease for any reason or no reason at all. Any such termination shall be effective as of the last day of the first full month following the date written notice of termination is delivered to the other party by the terminating party.
- 4.2.2 Tenant expressly acknowledges and agrees that Landlord is renting the Premises to Tenant on an interim basis while Landlord determines a long term use for the Property. Tenant agrees to cooperate with Landlord to the fullest extent possible in Landlord's efforts to secure a long term use for the Property, including consenting to Landlord's reasonable access to the Premises for this purpose and other purposes not inconsistent with Tenant's permitted uses. This Lease shall not be interpreted as a guarantee, on behalf of the City, to offer to sell any portion of the Property to Tenant in the future.

4.3 **Termination.**

4.3.1 **Termination Without Cause.** Notwithstanding the above, Landlord or Tenant may terminate this Lease at any time without cause, for any reason or no reason, upon thirty (30) days' written notice to the other party, provided however that at Landlord's election, no such termination by Tenant shall be effective unless and until Tenant has vacated and restored the Premises as required in Section 2.4, at which time Landlord shall refund to Tenant, on a pro rata basis any unearned rental paid in advance.

4.3.2 **Termination With Cause.** Landlord or Tenant may terminate this Lease at any time with cause pursuant to Article 14.1.

5. **RENT**

Tenant shall pay, without demand or delay, abatement, deduction, or offset, the rent in such amounts as provided herein.

5.1 **Security Deposit.** Concurrently with the execution of this Lease, Tenant shall deposit with Landlord a security deposit in the amount of one thousand four hundred dollars (\$1,400.00) ("**Security Deposit**"), and thereafter, during the continuance of this Lease, shall maintain the Security Deposit with Landlord. The Security Deposit shall be security for the full, prompt and faithful performance by Tenant of all of its obligations hereunder. Landlord shall have the right, but not the obligation, to apply the Security Deposit or any part thereof toward the cost and expense (including Landlord's attorneys' and other professional fees, if any) of curing any default on the part of Tenant; in which event, Tenant shall restore the Security Deposit to its original amount within thirty (30) days after receipt of Landlord's written demand to do so. A failure to restore the Security Deposit shall constitute a material breach of this Lease. Upon expiration or termination of this Lease and vacation of the Premises in the manner required by this Lease, the Security Deposit, or portion thereof remaining unapplied after the curing of every default by Tenant shall be returned to Tenant. No interest shall be payable to Tenant on account of the Security Deposit.

5.2 **Monthly Rent.** Tenant shall pay to Landlord as rental for the use and occupancy of the Premises, one hundred fifty dollars (\$150.00) per month, in lawful money of the United States ("**Monthly Rent**"). The rent shall be due on the first day of each calendar month.

Upon the annual anniversary of Lease commencement, and on every annual anniversary thereafter, the initial rental rate of one hundred fifty dollars (\$150.00) per month shall be adjusted according to any increase in the United States Consumer Price Index of the Bureau of Labor Statistics of the United States Department of Labor for All Urban Consumers ("**CPI**") for LA-Riverside-Orange County, California that is published most immediately preceding the adjustment date. The base for computing the adjustment is the CPI that is published most immediately preceding the date of the annual anniversary of Lease commencement ("**Beginning CPI**"). On each adjustment date, the monthly rent for the following year until the next rent adjustment will be set by multiplying \$150.00 by a fraction, the numerator of which is the CPI published most immediately preceding the adjustment date in question and the denominator of

which is the Beginning CPI. Provided, however, that in no event shall any adjusted rent be less than the rent for the month immediately preceding the adjustment. If the CPI is no longer published, then the adjustment to Rent shall be based on an alternate index that most closely reflects the CPI.

- 5.3 **Payment.** All payments required to be made by Tenant under this Lease shall be made without any setoff, deduction or counterclaim whatsoever and shall be made by check, payable to the "City of Carpinteria" and delivered to the City at 5775 Carpinteria Ave., Carpinteria, California 93013 Attn: City Manager, or any other location that the City may designate.
- 5.4 **Late Charges; Lease Termination.** Any Rent not paid to Landlord within ten (10) days of the due date under this Lease shall be subject to a late fee of ten percent (10%) of the amount then owing. The parties understand and agree that the late fee is a fair and reasonable estimate of the cost of the late payment to Landlord.
- 5.5 **Utility and Services.** Tenant shall contract and pay for all water, trash and other services to the Premises which shall all be billed directly to Tenant. Landlord shall have no obligation or responsibility to provide any utility or service to the Premises.
- 5.6 **Taxes, Assessments and Charges.** Tenant covenants to pay when due, its pro rata share of all applicable taxes, assessments (including, without limitation, all assessments for public improvements or benefits, whether or not commenced or completed prior to the date hereof and whether or not to be completed within the term hereof), rates and charges, excises, levies, license fees, permit fees, inspection fees and other authorization fees and other charges, in each case, whether general or special, ordinary or extraordinary, foreseen or unforeseen, of every type of character (including all interest and penalties thereon), which at any time during or in respect of the term hereof may be assessed, levied, confirmed or imposed on, or in respect of, or be measured by, or become a lien upon Landlord, the Property, this Lease or any part thereof, or any estate, or right or interest therein.
- 5.7 **Notice of Possessory Interest and Payment.** In accordance with California Revenue and Taxation Code Section 107.6(a) this Lease may create a possessory interest that is subject to taxation. If such interest is created, Tenant may be subject to the payment of property taxes levied on said possessory interest. Tenant agrees to pay these amounts as additional rent to The City in the same manner and on the same schedule as the Monthly Rent, and agrees to indemnify Landlord from and against all claims pursuant to Article 7 hereof with regard to said possessory interest.

6. **USE OF THE PREMISES**

- 6.1 **Permitted Use.** The Premises shall be used only for the following purposes:

- 6.1.1 **Hobby gardening.** Tenant shall use the Premises only for the purpose of hobby gardening to grow fruits, vegetables and ornamental plants.
- 6.1.2 **Live animals.** Tenant is permitted to maintain dogs, cats, and no more than twelve (12) chickens on the Premises. Any live animals on the Premises must be maintained in compliance with Title 6 of the Carpinteria Municipal Code.
- 6.1.3 **Fencing.** A four-foot high lightweight garden fence may be installed inside the perimeter of the leased premises subject to applicable City permits.
- 6.2 **Prohibited Uses.** Tenant shall not use, or allow use of, the Premises for any activity other than as set forth in paragraph 6.1 without the prior written consent of Landlord. Tenant's uncured breach of the above shall be deemed a material default under the terms of this Lease giving rise to Landlord's right, in its sole discretion, to terminate this Lease. Specifically, the following uses are prohibited:
- 6.2.1 **Commercial activity.** Tenant shall not use the Premises for any commercial activity.
- 6.2.2 **Animals.** Tenant is prohibited from keeping animals on the Premises, with the exception of those animals permitted pursuant to article 6.1.2.
- 6.2.3 **Noxious and invasive species.** Tenant shall not cultivate or allow noxious or invasive species to establish and shall operate gardening activities therein in a prudent and aesthetically pleasing manner and in full compliance with all terms and conditions of this Lease. Tenant shall keep weeds mowed to a height of 6" or less in height. No trees shall be planted on the Premises without Landlord's prior written consent.
- 6.2.4 **Storage.** Tenant will not use the Premises for any storage unrelated to the gardening activity or permit any storage by others. Tenant shall not, without prior written consent from Landlord, store any other property, temporarily or permanently, on the Premises. In the event that any unauthorized storage shall occur Landlord shall have the right, in addition to such other rights and remedies that it may have, to remove the property and charge the cost to Tenant, which cost shall be payable upon demand by Landlord.
- 6.2.5 **Vehicles** No vehicles may be parked or driven on the Premises.
- 6.2.6 **Signs.** No signs are allowed to be displayed on the Premises without prior written approval of the Landlord.
- 6.2.7 **Improvements.** Tenant shall not construct or place any permanent or temporary improvements of any kind on the Premises.
- 6.3 **Compliance with Rules and Regulations.** Landlord shall have the right, from time to time, to establish, modify, amend and enforce reasonable rules and regulations ("Rules and Regulations") for the management, safety, care, and cleanliness of the Premises, and the preservation of good order. Tenant agrees to abide by and conform to all such Rules and Regulations.

- 6.4 **Compliance with Laws.** Tenant shall not occupy or use the Premises, or permit the Premises to be used or occupied, nor do or permit anything to be done in or on the Premises, in whole or in part, for other than legal purposes, or for a purpose or in a manner liable to create a public or private nuisance or to cause structural injury to the Premises or any part thereof, or which may make it difficult, impossible or cost prohibitive to obtain fire or other insurance thereon required to be furnished by Tenant hereunder, or in violation of any certificate of occupancy or evidence of compliance issued by any governmental agency covering or affecting the use of the Property, or in violation of any ordinance or regulation of the City. Tenant's uncured breach of the above shall be deemed a material default under the terms of this Lease giving rise to Landlord's right, in its sole discretion, to terminate this Lease.
- 6.5 **Alterations; Improvements.** Tenant shall not, without the Landlord's prior written consent, make any alterations, improvements or additions in or about the Premises. As a condition to giving any such consent, the Landlord may require the Tenant to remove any such alterations, improvements, or additions and to restore the Premises to their prior condition upon 30-day notice or upon termination of the Lease. Unless the Landlord requires their removal as set forth above, all alterations, improvements or additions which are made on the Premises by the Tenant shall become the property of the Landlord and remain upon and be surrendered with the Premises upon termination of the Lease. Any damage to the Premises caused by said removal shall be repaired at Tenant's sole cost.
- 6.6 **Use by Others.** Tenant shall not sublease any portion of the Premises and shall not grant any right to use any portion of the Premises by any means, including, but not limited to, by license, save one exception. Under the terms of this Lease, Tenant is allowed to offer no more than one (1) license to occupy no more than fifty percent (50%) of the Premises under the same terms as the Tenant ("**License**") for the benefit of Richard Batchelder at 368 Holly Avenue, Carpinteria, CA 93013 (APN 003-440-003), whose property is immediately adjacent to and abuts the premises, and to whom Tenant has currently granted a license. No other licenses to other persons shall be permitted. The License must be in writing and the terms of such License shall require the prior approval of Landlord. The License shall be subject and subordinate to all provisions of this Lease. If Tenant fails to comply with the above requirements in entering into the License, the License shall be void.

7. LIENS

- 7.1 **Lien Indemnification.** Tenant shall at all times indemnify, save and hold Landlord, the Premises and the Property, free, clear and harmless from any claims, liens, demands, charges, encumbrances or litigation arising directly or indirectly out of any use, occupancy or activity of Tenant, or out of any work performed, material furnished, or obligations incurred by Tenant, in, upon, about or otherwise in connection with the Premises and shall pay or cause to be paid for all work performed and material furnished to the Premises which will or may result in a lien on the Property, and will keep the Property free and clear of all mechanic's liens and materialmen's liens (including the posting of an appropriate bond which shall release the lien).

8. INDEMNIFICATION, BUSINESS INTERRUPTION AND INSURANCE

- 8.1 **General Indemnification.** To the fullest extent permitted by law, Tenant hereby indemnifies, holds harmless and agrees to defend Landlord from and against all claims, damages, expenses (including, without limitation, reasonable attorneys' fees and reasonable investigative and discovery costs), liabilities and judgments (for purposes of this Article 7, "**Claims**") arising from the use of the Premises or Property pursuant to this Lease, including, but not limited to, any Claims on account of injury to persons, loss of life, or damage to property occurring on the Premises or Property and caused by the alleged active or passive negligence or willful misconduct of Tenant, its agents, servants or employees. Tenant's obligations with respect to indemnification hereunder shall remain effective, notwithstanding the termination of this Lease, as to claims arising or accruing prior to the termination of this Lease.
- 8.2 **Use Interruption.** Tenant agrees that no claims for damages, loss of use, or loss of income either direct or indirect shall be made against Landlord.
- 8.3 **Liability Insurance Coverage and Limits.** Throughout the term of this Lease Tenant agrees to maintain, and/or cause to be maintained, at no cost to Landlord, liability insurance insuring its interests against claims for personal injury, bodily injury, death and property damage occurring on, in or about the Premises and the ways immediately adjoining the Premises, with a "Combined Single Limit" (covering personal injury liability, bodily injury liability and property damage liability) of not less than One Million Dollars (\$1,000,000.00). Landlord and its officials, employees, and agents and all persons using the Premises shall be covered and named as additional insureds. The insurance limits in this section shall be subject to increase from time to time by such amounts as Landlord and Tenant may reasonably agree is necessary or desirable, as may be evidenced by the practice of similarly situated properties. Tenant shall provide Landlord with written evidence that such insurance is in force and that Landlord has been added as an additional insured prior to the commencement date of this lease.
- 8.4 **Property Casualty Insurance.** Throughout the term of the Lease, Landlord shall have no obligation to provide or maintain any property casualty insurance.
- 8.5 **Personal Property Insurance.** Tenant shall obtain and maintain insurance coverage on all of Tenant's personal property located on or serving the Premises, along with any equipment, fixtures, and Tenant-owned alterations. Such insurance shall be full replacement cost coverage with a deductible not to exceed \$1,000 per occurrence. The proceeds from any such insurance shall be used by Tenant for the replacement of personal property, fixtures, and Tenant-owned alterations. Landlord and its officials, employees, and agents and all persons using the Premises shall be covered and named as additional insureds. Tenant shall provide Landlord with written evidence that such insurance is in force and that Landlord has been added as an additional insured prior to the commencement date of this lease.
- 8.6 **Damages for Failure to Provide Insurance.** This Section is applicable only in the event that Tenant is not in compliance with the requirements to maintain insurance as set forth in this Article 7. Landlord shall not be limited in the proof of any damages which Landlord may claim against Tenant arising out of or by reason of Tenant's failure to provide and keep in force insurance as aforesaid, to the amount of the insurance premium or premiums not paid or incurred by Tenant and which would have been payable upon such insurance, but Landlord shall also be

entitled to recover as damages for such breach the uninsured amount of any loss (to the extent of any deficiency in the insurance required by the provisions of this Lease), damages, costs and expenses of suit, including attorneys' fees, suffered or incurred by reason of damage to, or destruction of, the Premises or Property, occurring during any period in which Tenant shall have failed or neglected to provide insurance as aforesaid. Tenant's uncured breach of the above shall be deemed a material default under the terms of this Lease giving rise to Landlord's right, in its sole discretion, to terminate this Lease.

- 8.7 **Landlord Discretion to Insure.** Landlord, in its sole discretion, throughout the term of this Lease, shall have the right to obtain a commercial comprehensive general liability insurance policy on the Property or alternatively, may self-insure the Property.

9. DAMAGE OR DESTRUCTION

- 9.1 **Reconstruction and/or Removal.** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty, Landlord shall have the right to restore the Premises. If Landlord elects to restore, and is able to complete such restoration within ninety (90) days from the date of damage, subject to the terms of this paragraph, this Lease shall remain in full force and effect. Rent shall be abated as of the date of damage. The abated amount shall be the current Rent prorated on a thirty (30) day basis. If this Lease is not terminated, and the damage is not repaired, the Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's invitee no reduction in Rent shall be made.

10. ASSIGNMENT AND SUBLETTING

- 10.1 **Prior Written Consent.** Tenant may not assign or sublet all or any portion of its interest in this Lease without Landlord's prior written consent, which may, in Landlord's sole discretion, be withheld for any reason or no reason.
- 10.2 **Assignment of Landlord's Interest in Lease or the Leased Premises.** Landlord may convey, transfer, sell, assign or otherwise transfer the Property, this Lease, all or a portion of its interest thereunder, and/or all or a portion of the payments that are payable to it by Tenant pursuant to this Lease. Tenant hereby consents and agrees to any such transfer which Landlord considers necessary or proper, regardless of the reason or reasons for which Landlord makes such transfer and regardless of the entity that is the Transferee thereunder.

11. PERFORMANCE OF TENANT'S COVENANTS

- 11.1 **Right of Performance.** If Tenant shall at any time fail to pay any tax, assessment, fee or other charge in accordance with this Lease, within the time period therein permitted or shall fail to pay for or maintain any of the insurance policies provided for in this Lease, within the time therein permitted, or fail to make any other payment or perform any other act on its part to be made or performed hereunder, within the time permitted by this Lease, then Landlord, after ten (10) days' written notice as to payments of Rent with other charges and thirty (30) days' written notice as to other breaches, given to Tenant (or, in case of an emergency, on such notice, or without notice,

as may be reasonable under the circumstances) and without waiving or releasing Tenant from any obligation of Tenant hereunder, may (but shall not be required to):

11.1.1 Pay such tax, assessment, fee or other charge payable by Tenant, or

11.1.2 Pay for and maintain such insurance policies provided for, or

11.1.3 Make such other payment or perform such other act on Tenant's part to be made or performed as in this Lease provided.

- 11.2 **Reimbursement and Damages.** All sums so paid by Landlord and all costs and expenses incurred by Landlord in connection with the performance of any such act, together with interest thereon, shall constitute an obligation payable by Tenant under this Lease and shall be paid by Tenant to Landlord on demand. A failure by Tenant to make such a payment shall be a material breach of this Lease. Landlord shall not be limited in the proof of any damages which Landlord may claim against Tenant arising out of or by reason of Tenant's failure to provide and keep in force insurance as aforesaid, to the amount of the insurance premium or premiums not paid or incurred by Tenant and which would have been payable upon such insurance, but Landlord shall also be entitled to recover as damages for such breach, the uninsured amount of any loss (to the extent of any deficiency in the insurance required by the provisions of this Lease), damages, costs and expenses of suit, including attorneys' fees, suffered or incurred by reason of damage to, or destruction of, the Premises, occurring during any period in which Tenant shall have failed or neglected to provide insurance as aforesaid.

12. **HAZARDOUS MATERIALS**

- 12.1 **Landlord's Representations and Warranties.** Except as identified by Landlord in writing to Tenant as known environmental conditions prior to the execution of this Lease, Landlord makes no representation or warranty regarding the condition of the Premises or Property.
- 12.2 **No Use of Hazardous Materials on the Premises.** Tenant covenants and agrees that it shall not, and that it shall not permit any licensee to, treat, use, store, dispose, release, handle or otherwise manage Flammable, Explosive, Dangerous or Hazardous Materials on the Premises, and that all conduct on the Premises shall be done in compliance with all applicable federal, state and local laws. Tenant's violation of the foregoing prohibition shall constitute a material breach hereunder and Tenant shall indemnify, hold harmless and defend the Landlord for such violation as provided below.
- 12.3 **Notice and Remediation by Tenant.** Tenant shall, within five (5) days of such occurrence or immediately in cases of imminent threat of injury to life or property, notify Landlord of any significant release of any Hazardous Materials, and/or any notices, demands, claims or orders received by Tenant from any governmental agency pertaining to Hazardous Materials which may affect the Property. Tenant's breach of the above shall be deemed a material default under the terms of this Lease giving rise to Landlord's right, in its sole discretion, to terminate this Lease.
- 12.4 **Environmental Indemnity by Tenant.** Tenant hereby agrees to hold harmless, defend and indemnify Landlord and its employees, members and officials from and against all liability, loss,

damage, costs, penalties, fines and/or expenses (including attorney's fees and court costs) arising out of or in any way connected with (a) Tenant's breach or violation of any covenant, prohibition or warranty in this Lease concerning Hazardous Materials, or (b) the activities, acts or omissions of Tenant, its employees, contractors or agents on or affecting the Premises from and after the Possession Date, including but not limited to the release of any Hazardous Materials or other kinds of contamination or pollutants of any kind into the air, soil, groundwater or surface water on, in, under or from the Premises whether such condition, liability, loss, damage, cost, penalty, fine and/or expense shall accrue or be discovered before or after the termination of this Lease. This indemnification supplements and in no way limits the scope of the indemnification set forth in Article 7.

- 12.5 **Release by Tenant.** Tenant waives, releases, acquits and forever discharges Landlord and its employees, members, officials, and agents, or any other person acting on behalf of Landlord, of and from any and all claims, actions, causes of action, demands, rights, damages, costs, expenses, or compensation (for purposes of this Article 11, "**Claims**") whatsoever including, but not limited to, all Claims at common law, whether direct or indirect, known or unknown, foreseen or unforeseen, which Tenant has as of the Possession Date on account of or in any way growing out of or in connection with any Hazardous Materials or other conditions on, in, under, from, or affecting the Premises, or any law or regulation applicable thereto. Tenant is hereby subrogated to any and all rights possessed by Landlord against third parties with respect to said Claims. To the extent of such waiver and release, Tenant expressly waives its rights, if any, under California Civil Code Section 1542 which provides:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

- 12.6 **Environmental Indemnity by Landlord.** Landlord hereby agrees to hold harmless, defend and indemnify Tenant and its employees, members, officers, directors, and agents from and against all liability, loss, damage, costs, penalties, fines and/or expenses (including attorney's fees and court costs) arising out of or in any way connected with the activities, acts or omissions of Landlord, its employees, contractors or agents on or affecting the Premises, including but not limited to the release of any Hazardous Materials or other kinds of contamination or pollutants of any kind into the air, soil, groundwater or surface water on, in, under or from the Premises whether such condition, liability, loss, damage, cost, penalty, fine and/or expense shall accrue or be discovered before or after the termination of this Lease.
- 12.7 **Release by Landlord.** Landlord waives, releases, acquits and forever discharges Tenant and its employees, members, officers, directors, agents, or any other person acting on behalf of Tenant, of and from any and all Claims whatsoever including, but not limited to, all Claims at common law, whether direct or indirect, known or unknown, foreseen or unforeseen, which Landlord has as of the Possession Date on account of or in any way growing out of or in connection with any Hazardous Materials or other conditions on, in, under, from, or affecting the Premises, or any law or regulation applicable thereto.

- 12.8 **Termination.** The agreements and obligations of the Parties under this Article 11 with regard to indemnification of Landlord or Tenant shall survive the termination of this Lease for any reason, for five (5) years and all claims relating thereto must be delivered in writing to Landlord or Tenant, as the case may be, within such period.

13. REPRESENTATIONS AND WARRANTIES

- 13.1 **Landlord's Representations and Warranties.** Landlord represents and warrants to Tenant that:

- 13.1.1 Landlord has full right and authority to grant the rights provided herein and to execute and perform all of the terms and conditions of this Lease.
- 13.1.2 Tenant, upon performing and complying with all covenants, agreements, terms and conditions of this Lease to be performed or complied with by it, shall peaceably and quietly have, hold and enjoy the full possession and use of the Premises until termination of the Lease.
- 13.1.3 Landlord has the power and authority to enter into this Lease and perform all the obligations of Landlord hereunder.

Landlord does not make any representations or warranties regarding the condition of the Premises, or its suitability for the use of the Premises contemplated by this Lease.

- 13.2 **Tenant's Representations and Warranties.** Tenant represents and warrants to Landlord that:

- 13.2.1 Tenant has examined the Premises and accepts the Premises in its "as is" condition without representation or warranty (express or implied) and subject to all defects and conditions, whether patent or latent, and subject further to all legal requirements, including taxes, assessments, zoning, use permit requirements and building codes, based solely on Tenant's own inspection, analysis and evaluation and not in reliance on any information provided by or on behalf of Landlord. Tenant acknowledges and agrees that Landlord is under no obligation to prepare or improve the Premises for Tenant's use. Except as otherwise provided in this Lease, Tenant hereby releases Landlord from any and all liabilities and obligations that Landlord might otherwise have to Tenant and all claims Tenant might otherwise have against Landlord with respect to the condition of the Premises. To the extent of such waiver and release, Tenant expressly waives its rights, if any, under California Civil Code Section 1542 which provides:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

13.2.2 Tenant acknowledges that Landlord has not made any representations or warranties regarding the condition of the Premises, or its suitability for the use of the Premises contemplated by this Lease.

13.2.3 Tenant has the right, power and authority to enter into this Lease and to perform all the obligations of Tenant hereunder.

14. **EVENTS OF DEFAULT; REMEDIES**

14.1 **Events of Default.** Any one or all of the following events after thirty (30) days written notice to Tenant, unless a shorter period is specified, shall constitute an event of default hereunder ("**Event(s) of Default**"):

- 14.1.1 The default in the payment of any Monthly Rent or other charges by Tenant when and as the same becomes due and payable and such default continues for more than ten (10) days after Landlord gives written notice thereof to Tenant; or
- 14.1.2 The abandonment or vacation of the Premises by Tenant; or
- 14.1.3 The entry of any decree or order for relief by any court with respect to Tenant, or any assignee or transferee of Tenant (hereinafter "**Assignee**"), in any involuntary case under the Federal Bankruptcy Code or any other applicable federal or state law; or the appointment of or taking possession by any receiver, liquidator, assignee, trustee, sequestrator or other similar official of Tenant or any Assignee, or of any substantial part of the Premises of Tenant or such Assignee, or the ordering or winding up or liquidating of the affairs of Tenant or any Assignee and the continuance of such decree or order unstayed and in effect for a period of sixty (60) days or more (whether or not consecutive); or the commencement by Tenant of any such Assignee of a voluntary proceeding under the Federal Bankruptcy Code or any other applicable state or federal law or consent by Tenant or any such Assignee to the entry of any order for relief in an involuntary case under any such law, or consent by Tenant or any such Assignee to the appointment of or taking of possession by a receiver, liquidator, assignee, trustee, sequestrator or other similar official of Tenant or any such Assignee, or of any substantial property of any of the foregoing, or the making by Tenant or any such Assignee of any general assignment for the benefit of creditors; or Tenant or any such Assignee takes any other voluntary action related to the business of Tenant or any such Assignee or the winding up of the affairs of any of the foregoing; or
- 14.1.4 The default in Tenant's performance of or compliance with any other material term, covenant or condition of this Lease where Tenant fails to cure such default within thirty (30) days or Tenant fails to use reasonable diligence in curing a default where it is of such character as to require more than thirty (30) days to cure; or
- 14.1.5 Tenant shall not be in default of any of the terms, conditions, covenants, warranties, agreements or restrictions provided under this Lease or any other discretionary Landlord approvals on the last day of the term; or
- 14.1.6 The Premises shall be maintained in good operating condition with no material deferred maintenance including, but not limited to, keeping weeds mowed in compliance with Carpinteria-Summerland Fire District management regulations regarding vegetation; or
- 14.1.7 Tenant shall not be in violation of any ordinance or regulation of the City on the last day of the term; or
- 14.1.8 Notwithstanding the above, the parties also understand and agree that persistent and chronic late payments are disruptive and costly to Landlord, requiring Landlord to devote additional time, money, resources and energy to the administration of this Lease, all of which cannot be sufficiently reimbursed to Landlord by way of Tenant's payment of the late fee. Therefore, Tenant's failure to timely pay Rent (within ten (10) days of the due

date) on any four (4) occasions during a twelve (12) month period one (1) month shall be deemed a material and incurable default under this Lease, giving rise to Landlord's right, in its sole discretion, to terminate this Lease upon thirty (30) days' notice. Landlord's decision not to exercise this remedy at any time during the term of this Lease shall not act to waive Landlord's right to exercise such remedy at a future date.

14.2 **Remedies.**

14.2.1 If an Event of Default shall occur and continue as aforesaid, then in addition to any other remedies available to Landlord at law or in equity, Landlord shall have the immediate option to terminate this Lease and bring suit against Tenant and recover as an award in such suit the following:

- (i) the worth at the time of award of the unpaid Rent and all other sums due hereunder which had been earned at the time of termination;
- (ii) the worth at the time of award of the amount by which the unpaid Rent and all other sums due hereunder which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided;
- (iii) the worth at the time of award of the amount by which the unpaid Rent and all other sums due hereunder for the balance of the term after termination exceeds the amount of such rental loss that Tenant proves could be reasonably avoided;
- (iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things could be likely to result therefrom; and
- (v) such amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable California law.

14.2.2 If an Event of Default occurs, Landlord shall also have the right, with or without terminating this Lease, to reenter the Premises and remove all persons and property from the Premises; property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant.

14.2.3 If an Event of Default occurs, Landlord shall also have the right, with or without terminating this Lease, to relet the Premises. If Landlord so elects to exercise its right to relet the Premises without terminating this Lease, then rents received by Landlord from such reletting shall be applied: First, to the payment of any indebtedness other than Rent due hereunder from Tenant to Landlord; Second, to the payment of any cost of such reletting; Third, to the payment of the cost of any alterations and repairs to the Premises; Fourth, to the payment of Rent due and unpaid hereunder; and Fifth, the residue, if any, shall be held by Landlord and applied in payment of future Rent as the same may become due and payable hereunder. Should the amount of rents received from such reletting during any month which is applied to the payment of Rent hereunder be less than that agreed to be paid during that month by Tenant hereunder, then Tenant shall pay such deficiency to Landlord immediately upon demand therefor by Landlord. Such deficiency shall be calculated and paid monthly. Tenant shall also pay to Landlord, as soon as

ascertained, any costs and expenses incurred by Landlord in such reletting or in making alterations and repairs not covered by the rents received from such reletting.

14.2.4 No reentry or taking possession of the Premises by Landlord pursuant to this Lease shall be construed as an election to terminate this Lease unless a written notice of such intention is given to Tenant or unless the termination thereof is decreed by a court of competent jurisdiction. Notwithstanding any reletting without termination by Tenant because of any default by Tenant, Landlord may at any time after such reletting elect to terminate this Lease for any such default.

14.3 **Receipt of Rent, No Waiver of Default.** The receipt by Landlord of the Rents or any other charges due to Landlord, with knowledge of any breach of this Lease by Tenant or of any default on the part of Tenant in the observance or performance of any of the conditions or covenants of this Lease, shall not be deemed to be a waiver of any provisions of this Lease. No acceptance by Landlord of a lesser sum than the Rents or any other charges then due shall be deemed to be other than on account of the earliest installment of the Rents or other charges due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment of Rent or charges due be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or pursue any other remedy provided in this Lease. The receipt by Landlord of any Rent or any other sum of money or any other consideration paid by Tenant after the termination of this Lease, or after giving by Landlord of any notice hereunder to effect such termination, shall not, except as otherwise expressly set forth in this Lease, reinstate, continue, or destroy, or in any manner impair the efficacy of any such notice of termination as may have been given hereunder by Landlord to Tenant prior to the receipt of any such sum of money or other consideration, unless so agreed to in writing and signed by Landlord. No act or thing done by Landlord or by its agents or employees during the term of the Lease shall be deemed to be an acceptance of a surrender of the Premises, excepting only an agreement in writing signed by Landlord accepting or agreeing to accept such a surrender.

14.4 **Effect on Indemnification.** Notwithstanding the foregoing, nothing contained in this Article shall be construed to limit Landlord's right to indemnification as otherwise provided in this Lease.

14.5 **Notice of Landlord's Default; Tenant's Waiver.** Landlord shall not be considered to be in default under this Lease unless (a) Tenant has given notice specifying the default and (b) Landlord has failed for thirty (30) days to cure the default, if it is curable, or to institute and diligently pursue reasonable corrective or ameliorative acts for noncurable defaults.

15. ENTRY BY LANDLORD

15.1 **Right of Entry.** Landlord and its respective authorized representatives shall have the right to enter the Premises at all reasonable times and upon reasonable notice for the purpose of inspecting the same and to take all such action thereon as may be necessary or appropriate for any such purpose provided for under this Lease or any other lawful purpose including protecting the Premises or showing the Property to prospective purchasers or tenants (but nothing contained

in this Lease shall create or imply any duty on the part of Landlord to make any such inspection or to do any such work). No such entry shall constitute an eviction of Tenant.

16. **REPAIRS AND MAINTENANCE**

- 16.1 **Responsibilities.** All damage or injury done to the Premises by the Tenant or by any person who may be in or upon the Premises or Property with the Tenant's consent or invitation shall be paid for by the Tenant.

17. **DEFINITIONS**

- 17.1 "Hazardous Materials" shall mean any substance or material defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", "extremely hazardous waste", "acutely hazardous waste", "restricted hazardous waste", "toxic substances" or "known to cause cancer or reproductive toxicity" (or words of similar import), petroleum products (including crude oil or any fraction thereof) or any chemical substance or material which is prohibited, limited or regulated under any federal, state or local law, ordinance, regulation, order, permit, license, decree, common law or treaty regulating, relating to or imposing liability or standards concerning materials or substances known or suspected to be toxic or hazardous to health and safety, the environment or natural resources..
- 17.2 "Landlord's Interest" shall mean its fee interest in the Property and its interest in this Lease, or any part thereof.
- 17.3 "Possession Date" is agreed to be March 1, 2014.
- 17.4 "Rent" refers to the Monthly Rent and Additional Rent and any other amounts due the Landlord under this Lease unless the context clearly manifests a different intent.

18. **GENERAL PROVISIONS**

- 18.1 **Notices.** All notices and other communications hereunder shall be in writing, shall be sent by first class registered or certified United States mail, postage prepaid, and shall be deemed to have been given two (2) days after the day of mailing, addressed: (a) if to Landlord: 5775 Carpinteria Ave, Carpinteria, CA 93013, Attn: City Manager or at such other addresses as Landlord shall have furnished to Tenant; and (b) if to Tenant: _____, Carpinteria, CA _____, Attn: _____, or at such other addresses as Tenant shall have furnished Landlord in writing.
- 18.2 **Successors.** All of the rights and obligations of the Parties under this Lease shall bind and inure to the benefit of the respective heirs, personal representatives, successors, grantees and assigns of the Parties and the restrictions, covenants and obligations pertaining to the Premises shall run with the land and shall continue until this Lease is terminated or expires.
- 18.3 **Mediation and Arbitration.**
- 18.3.1 **Mediation.** Except as otherwise provided herein, any controversy, claim, or dispute arising out of or related to this Lease or the interpretation, performance, or alleged breach

of this Lease (a “**Dispute**”) shall be resolved according to the procedures set forth in this paragraph, which shall constitute the sole dispute resolution mechanism under this Lease. In the event that the Parties are unable to resolve any Dispute after meeting and attempting in good faith to reach a negotiated resolution, such Dispute(s) shall first be mediated by a retired judge or justice of a court or by a trained and qualified mediator mutually agreeable to the Parties. If the Parties are unable to agree upon a mediator, either party may apply to a licensed mediation service for the appointment of a mediator from a panel of retired judges or justices or other trained and qualified mediators. Upon the appointment of a mediator, the Parties thereafter shall submit their Dispute to mediation and engage in the mediation process fully and in good faith.

18.3.2 Arbitration. Except as otherwise provided herein, if the Parties are unable to resolve one or more Dispute(s) by mediation, then either Party may initiate arbitration of such Dispute(s). The arbitration shall be initiated and conducted according to the Commercial Arbitration Rules of a reputable and qualified arbitration service, including rules that allow an Appeal (the “**Arbitration Rules**”). The arbitration shall be conducted at a mutually agreeable location before a single neutral arbitrator appointed in accordance with the Arbitration Rules, except that the Parties shall be entitled to undertake discovery in the arbitration in accordance with the statutory provisions and rules applicable, as of the date of the first Arbitration Notice, to discovery in civil actions before a Court with jurisdiction over the Parties and the subject matter. The arbitrator shall have the authority to hear and rule upon all discovery motions and, in connection therewith, to award sanctions as appropriate in accordance with the then-prevailing law. Any appeal shall be heard and decided by a panel of three neutral arbitrators. The neutral arbitrator and the members of any Appeal Panel shall be retired judges or justices of any state or federal court. In all their substantive (as opposed to procedural or discovery-related) rulings, the arbitrator and Appeal Panel shall apply the law specified in the choice of law provision of this Agreement. If either party refuses to perform any or all of its obligations under the final arbitration award (following appeal, if applicable) within thirty (30) days of such award being rendered, then the other party may enforce the final award in any court of competent jurisdiction.

18.3.3 Exclusions from Mediation and Arbitration. The following matters are excluded from mediation and arbitration hereunder: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action, (iii) the filing or enforcement of a mechanic’s lien; and (iv) any matter that is within the jurisdiction of a probate, small claims, or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction or other provisional remedies, shall not constitute a violation of the mediation and arbitration provisions.

18.4 Attorney's Fees. In any action for any relief, declaratory or otherwise, to enforce the terms hereof or to declare rights hereunder (collectively, an “**Action**”), each party shall bear its own attorney’s fees.

- 18.5 **Integration.** This Lease, and the exhibits attached hereto, constitute the entire agreement between and final expression of the parties, and there are no agreements or representations between the parties except as expressed herein or therein. All prior negotiations and agreements between Landlord and Tenant with respect to the subject matter hereof are superseded by this Lease. Except as otherwise provided herein, no subsequent change or addition to this Lease shall be binding unless in writing and signed by the parties hereto.
- 18.6 **No Waiver By Landlord.** To the extent permitted by applicable law, no failure by Landlord to insist upon the strict performance of any term hereof or to exercise any right, power or remedy consequent upon a default under this Lease, and no acceptance of Rent during the continuance of any such default, shall constitute a waiver of any such default or of any such term. No waiver of any default shall affect or alter this Lease, which shall continue in full force and effect, or the rights of Landlord with respect to any other then existing or subsequent default.
- 18.7 **Amendment.** This Lease can be modified, supplemented, amended or rescinded only by a writing expressly referring to this Lease and signed by Landlord and Tenant.
- 18.8 **Severability; Consent.** If any term of this Lease or any application thereof shall be invalid or unenforceable, the remainder of this Lease and any other application of such term shall not be affected thereby. This Lease shall be binding upon and inure to the benefit of and be enforceable by the respective successors of the parties hereto. The headings in this Lease are for purposes of reference only and shall not limit or define the meaning hereof. This Lease may be executed in any number of counterparts, each of which shall be an original, but all of which shall together constitute one and the same instrument.
- 18.9 **Warranty Against Payment of Consideration.** Tenant warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Lease.
- 18.10 **Non-liability of Landlord Officials and Employees; Non-liability of Members.** No member, official or employee of Landlord shall be personally liable to Tenant, or any successor in interest, in the event of any default or breach by Landlord or for any amount which may become due to Tenant or its successor or on any obligations under the terms of this Lease.
- 18.11 **Remedies Cumulative.** The various rights, options, elections and remedies of Landlord contained in this Lease shall be cumulative and no one of them shall be construed as exclusive of any other, or of any right, priority or remedy allowed or provided for by law and not expressly waived in this Lease.
- 18.12 **Time of the Essence.** Time is of the essence as to this Lease and all of the terms, provisions, covenants and conditions hereof.
- 18.13 **Controlling and Venue Law.** The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties under this Agreement, shall be construed pursuant to and in accordance with California law. All proceedings involving disputes over the terms, provisions, covenants or conditions contained in this Agreement and all proceedings involving

any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in Santa Barbara County, California.

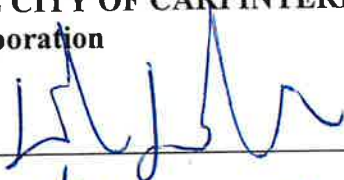
- 18.14 **Covenants.** Whenever in this Lease any words of obligation or duty are used in connection with either party, such words shall have the same force and effect as though framed in the form of express covenants on the part of the party obligated.
- 18.15 **Joint and Several Liability.** In the event either party hereto now or hereafter shall consist of more than one person, firm or corporation, then and in such event all such persons, firms or corporations shall be jointly and severally liable as parties hereunder.
- 18.16 **Recitals.** The Recitals are true and correct as of the date hereof and are incorporated into the terms and conditions of this Lease.
- 18.17 **Attachments.** All attachments and exhibits referred to in this Lease are attached to and incorporated herein by reference.
- 18.20 **Signatures.** The individuals executing this Lease represent and warrant that they have the right, power, legal capacity, and authority to enter into and execute this Lease on behalf of the respective legal entities of Landlord and Tenant.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed as of the dates written below.

Landlord: THE CITY OF CARPINTERIA, a California Municipal Corporation

By: _____

Its: _____


City Manager

Tenant: UPPO's GARDEN, LLC, a California Limited Liability Corporation

By: _____

Its: _____


Director
6 May 2014

APPROVED AS TO FORM:
City of Carpinteria

By: Jena Hoay on behalf of Peter Brown
Peter N. Brown, City Attorney

Attachments: Exhibit A: Property
Exhibit B: Original Lease and Assignment and Assumption Agreement
Exhibit C: Premises

Exhibit "A"
PROPERTY

An aerial photograph showing a large, rectangular green field, which appears to be a golf course or a large park. The field is bordered by a road and some buildings on the right side. The text "APN 004-105-21" is overlaid on the green field. The image is oriented horizontally on the page.

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Exhibit "B"
ORIGINAL LEASE AND ASSIGNMENT AND ASSUMPTION AGREEMENT

ASSIGNMENT AND ASSUMPTION AGREEMENT

FOR VALUE RECEIVED, UNION PACIFIC RAILROAD COMPANY, a Delaware corporation ("Assignor"), acting by and through its duly authorized officers, has ASSIGNED AND TRANSFERRED, and by these presents does ASSIGN AND TRANSFER unto CITY OF CARPINTERIA, a municipal corporation of the State of California ("Assignee"), all of Assignor's right, title and interest in and to the lease agreement (the "Lease") to the extent the Lease affects the real property described in Exhibit A (the "Property"), which Lease, and all amendments thereto, if any, is described in Exhibit B, together with all security deposits and other deposits held by Assignor under the terms of said Lease.

TO HAVE AND TO HOLD the Lease unto Assignee, its successors and assigns. This Assignment is made and accepted without recourse against Assignor as to the performance by any party under such Lease.

Assignee agrees to (a) perform all of the obligations of Assignor pursuant to the Lease as it relates to the Property accruing on and after the date hereof, and (b) indemnify and hold Assignor harmless from and against any and all claims, causes of actions and expenses (including reasonable attorney's fees) incurred by Assignor and arising out of (1) Assignee's failure to comply with terms of the Lease as it relates to the Property on and after the date hereof, or (2) claims under the Lease as it relates to the Property by the lessee named in the Lease accruing on and after the date hereof.

All exhibits attached to this Agreement are incorporated herein for all purposes.

This Assignment and Assumption will inure to and be binding upon the parties, their successors and assigns.

Dated the 19th day of December, 2013.

UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation

By: _____
Name: _____
Title: _____

CITY OF CARPINTERIA,
a California municipal corporation

By: [Signature]
Name: Dave Durlinger
Title: City Manager

ATTEST:

[Signature]
City Clerk

ASSIGNMENT AND ASSUMPTION AGREEMENT

FOR VALUE RECEIVED, UNION PACIFIC RAILROAD COMPANY, a Delaware corporation ("Assignor"), acting by and through its duly authorized officers, has ASSIGNED AND TRANSFERRED, and by these presents does ASSIGN AND TRANSFER unto **CITY OF CARPINTERIA**, a municipal corporation of the State of California ("Assignee"), all of Assignor's right, title and interest in and to the lease agreement (the "Lease") to the extent the Lease affects the real property described in **Exhibit A** (the "Property"), which Lease, and all amendments thereto, if any, is described in **Exhibit B**, together with all security deposits and other deposits held by Assignor under the terms of said Lease.

TO HAVE AND TO HOLD the Lease unto Assignee, its successors and assigns. This Assignment is made and accepted without recourse against Assignor as to the performance by any party under such Lease.

Assignee agrees to (a) perform all of the obligations of Assignor pursuant to the Lease as it relates to the Property accruing on and after the date hereof, and (b) indemnify and hold Assignor harmless from and against any and all claims, causes of actions and expenses (including reasonable attorney's fees) incurred by Assignor and arising out of (1) Assignee's failure to comply with terms of the Lease as it relates to the Property on and after the date hereof, or (2) claims under the Lease as it relates to the Property by the lessee named in the Lease accruing on and after the date hereof.

All exhibits attached to this Agreement are incorporated herein for all purposes.

This Assignment and Assumption will inure to and be binding upon the parties, their successors and assigns.

Dated the 19th day of December, 2013.

UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation

By: Chris D. Goble
Name: Chris D. Goble
Title: General Director-Rail Property

CITY OF CARPINTERIA,
a California municipal corporation

By: _____
Name: _____
Title: _____

ATTEST:

City Clerk

Escrow No.: 13-77605528-AW
Locate No.: CACT17742-7742-4776-0077605528
Title No.: 13-77605528-KJ

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CARPINTERIA, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL "A" AND PARCEL "C" OF MAP NO. 25,192, IN THE CITY OF CARPINTERIA, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA AS SHOWN ON MAP RECORDED IN BOOK 64 PAGES 40 THROUGH 41 OF PARCEL MAPS RECORDED IN THE OFFICE OF THE COUNTY RECORD OF SAID COUNTY.

APN: 004-105-21 (portion)

EXHIBIT B

LEASE ASSIGNED

- I. Lease of Property dated March 1, 2004 between Union Pacific Railroad Company and UPPO's Garden, I.L.C, identified in the records of Assignor as Audit No. 232075.

AUDIT 232075

Folder: 02202-97

LEASE OF PROPERTY

THIS LEASE ("Lease") is entered into on the 1 day of March, 2004 between UNION PACIFIC RAILROAD COMPANY ("Lessor") and UPPO'S GARDEN, LLC, a California limited liability corporation, whose address is 1010 Anacapa St., Santa Barbara, California 93101 ("Lessee").

IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

Article I. PREMISES; USE.

Lessor leases to Lessee and Lessee leases from Lessor the premises ("Premises") at Carpinteria, California, as shown on the print dated June 6, 2002, marked Exhibit "A", hereto attached and made a part hereof, subject to the provisions of this Lease and of Exhibit B attached hereto and made a part hereof. The Premises may be used for Parking and beautification purposes and for no other purpose.

Article II. TERM.

A. The term of this Lease shall commence on March 1, 2004, and unless sooner terminated as provided in this Lease, shall extend for one year; and thereafter, shall automatically be extended from year to year.

Article III. RENT

A. Lessee shall pay to Lessor, in advance, rent of One Hundred Dollars (\$100.00) per month. The rent shall be increased by Three Percent (3%) annually, cumulative and compounded.

B. Not more than once every one (1) year, Lessor may redetermine the rent. In the event that Lessor does redetermine the rent, Lessor shall notify Lessee of such change.

Article IV. SPECIAL PROVISION - FENCE/BARRICADE

Lessee, at Lessee's sole cost and expense, shall construct and maintain, at all times during the term of this Lease, a fence/barricade of a design satisfactory to Lessor, in the location shown on the attached Exhibit A.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first herein written.

UNION PACIFIC RAILROAD COMPANY

UPPO'S GARDEN, LLC

By: 
Director - Real Estate

By: 
Title: manager

NOTE:

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EXHIBIT B

Section 1. IMPROVEMENTS.

No improvements placed upon the Premises by Lessee shall become a part of the realty.

Section 2. RESERVATIONS AND PRIOR RIGHTS.

A. Lessor reserves to itself, its agents and contractors, the right to enter the Premises at such times as will not unreasonably interfere with Lessee's use of the Premises.

B. Lessor reserves (i) the exclusive right to permit third party placement of advertising signs on the Premises, and (ii) the right to construct, maintain and operate new and existing facilities (including, without limitation, trackage, fences, communication facilities, roadways and utilities) upon, over, across or under the Premises, and to grant to others such rights, provided that Lessee's use of the Premises is not interfered with unreasonably.

C. This Lease is made subject to all outstanding rights, whether or not of record. Lessor reserves the right to renew such outstanding rights.

Section 3. PAYMENT OF RENT.

Rent (which includes the annual rent and all other amounts to be paid by Lessee under this Lease) shall be paid in lawful money of the United States of America, at such place as shall be designated by the Lessor, and without offset or deduction.

Section 4. TAXES AND ASSESSMENTS.

A. Lessee shall pay, prior to delinquency, all taxes levied during the life of this Lease on all personal property and improvements on the Premises not belonging to Lessor. If such taxes are paid by Lessor, either separately or as a part of the levy on Lessor's real property, Lessee shall reimburse Lessor in full within thirty (30) days after rendition of Lessor's bill.

B. If the Premises are specially assessed for public improvements, the annual rent will be automatically increased by 12% of the full assessment amount.

Section 5. WATER RIGHTS.

This Lease does not include any right to the use of water under any water right of Lessor, or to establish any water rights except in the name of Lessor.

Section 6. CARE AND USE OF PREMISES.

A. Lessee shall use reasonable care and caution against damage or destruction to the Premises. Lessee shall not use or permit the use of the Premises for any unlawful purpose, maintain any nuisance, permit any waste, or use the Premises in any way that creates a hazard to persons or property. Lessee shall keep the Premises in a safe, neat, clean and presentable condition, and in good condition and repair. Lessee shall keep the sidewalks and public ways on the Premises, and the walkways appurtenant to any railroad spur track(s) on or serving the Premises, free and clear from any substance which might create a hazard and all water flow shall be directed away from the tracks of the Lessor.

B. Lessee shall not permit any sign on the Premises, except signs relating to Lessee's business.

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C. If any improvement on the Premises not belonging to Lessor is damaged or destroyed by fire or other casualty, Lessee shall, within thirty (30) days after such casualty, remove all debris resulting therefrom. If Lessee fails to do so, Lessor may remove such debris, and Lessee agrees to reimburse Lessor for all expenses incurred within thirty (30) days after rendition of Lessor's bill.

D. Lessee shall comply with all governmental laws, ordinances, rules, regulations and orders relating to Lessee's use of the Premises.

Section 7. HAZARDOUS MATERIALS, SUBSTANCES AND WASTES.

A. Without the prior written consent of Lessor, Lessee shall not use or permit the use of the Premises for the generation, use, treatment, manufacture, production, storage or recycling of any Hazardous Substances, except that Lessee may use (i) small quantities of common chemicals such as adhesives, lubricants and cleaning fluids in order to conduct business at the Premises and (ii) other Hazardous Substances, other than hazardous wastes as defined in the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et seq., as amended ("RCRA"), that are necessary for the conduct of Lessee's business at the Premises as specified in Article I. The consent of Lessor may be withheld by Lessor for any reason whatsoever, and may be subject to conditions in addition to those set forth below. It shall be the sole responsibility of Lessee to determine whether or not a contemplated use of the Premises is a Hazardous Substance use.

B. In no event shall Lessee (i) release, discharge or dispose of any Hazardous Substances, (ii) bring any hazardous wastes as defined in RCRA onto the Premises, (iii) install or use on the Premises any underground storage tanks, or (iv) store any Hazardous Substances within one hundred feet (100') of the center line of any main track.

C. If Lessee uses or permits the use of the Premises for a Hazardous Substance use, with or without Lessor's consent, Lessee shall furnish to Lessor copies of all permits, identification numbers and notices issued by governmental agencies in connection with such Hazardous Substance use, together with such other information on the Hazardous Substance use as may be requested by Lessor. If requested by Lessor, Lessee shall cause to be performed an environmental assessment of the Premises upon termination of the Lease and shall furnish Lessor a copy of such report, at Lessee's sole cost and expense.

D. Without limitation of the provisions of Section 12 of this Exhibit B, Lessee shall be responsible for all damages, losses, costs, expenses, claims, fines and penalties related in any manner to any Hazardous Substance use of the Premises (or any property in proximity to the Premises) during the term of this Lease or, if longer, during Lessee's occupancy of the Premises, regardless of Lessor's consent to such use, or any negligence, misconduct or strict liability of any Indemnified Party (as defined in Section 12), and including, without limitation, (i) any diminution in the value of the Premises and/or any adjacent property of any of the Indemnified Parties, and (ii) the cost and expense of clean-up, restoration, containment, remediation, decontamination, removal, investigation, monitoring, closure or post-closure. Notwithstanding the foregoing, Lessee shall not be responsible for Hazardous Substances (i) existing on, in or under the Premises prior to the earlier to occur of the commencement of the term of the Lease or Lessee's taking occupancy of the Premises, or (ii) migrating from adjacent property not controlled by Lessee, or (iii) placed on, in or under the Premises by any of the Indemnified Parties; except where the Hazardous Substance is discovered by, or the contamination is exacerbated by, any excavation or investigation undertaken by or at the behest of Lessee. Lessee shall have the burden of proving by a preponderance of the evidence that any exceptions of the foregoing to Lessee's responsibility for Hazardous Substances applies.

E. In addition to the other rights and remedies of Lessor under this Lease or as may be provided by law, if Lessor reasonably determines that the Premises may have been used during the term of this Lease or any prior lease with Lessee for all or any portion of the Premises, or are being used for any Hazardous Substance use, with or without Lessor's consent thereto, and that a release or other contamination may have occurred, Lessor may, at its election and at any time during the life of this Lease or thereafter (i) cause the

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Premises and/or any adjacent premises of Lessor to be tested, investigated, or monitored for the presence of any Hazardous Substance, (ii) cause any Hazardous Substance to be removed from the Premises and any adjacent lands of Lessor, (iii) cause to be performed any restoration of the Premises and any adjacent lands of Lessor, and (iv) cause to be performed any remediation of, or response to, the environmental condition of the Premises and the adjacent lands of Lessor, as Landlord reasonably may deem necessary or desirable, and the cost and expense thereof shall be reimbursed by Lessee to Lessor within thirty (30) days after rendition of Lessor's bill. In addition, Lessor may, at its election, require Lessee, at Lessee's sole cost and expense, to perform such work, in which event, Lessee shall promptly commence to perform and thereafter diligently prosecute to completion such work, using one or more contractors and a supervising consulting engineer approved in advance by Lessor.

F. For purposes of this Section 7, the term "Hazardous Substance" shall mean (i) those substances included within the definitions of "hazardous substance", "pollutant", "contaminant", or "hazardous waste", in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601, et seq., as amended or in RCRA, the regulations promulgated pursuant to either such Act, or state laws and regulations similar to or promulgated pursuant to either such Act, (ii) any material, waste or substance which is (A) petroleum, (B) asbestos, (C) flammable or explosive, or (D) radioactive; and (iii) such other substances, materials and wastes which are or become regulated or classified as hazardous or toxic under federal, state or local law.

Section 8. UTILITIES.

A. Lessee will arrange and pay for all utilities and services supplied to the Premises or to Lessee.

B. All utilities and services will be separately metered to Lessee. If not separately metered, Lessee shall pay its proportionate share as reasonably determined by Lessor.

Section 9. LIENS.

Lessee shall not allow any liens to attach to the Premises for any services, labor or materials furnished to the Premises or otherwise arising from Lessee's use of the Premises. Lessor shall have the right to discharge any such liens at Lessee's expense.

Section 10. ALTERATIONS AND IMPROVEMENTS; CLEARANCES.

A. No alterations, improvements or installations may be made on the Premises without the prior consent of Lessor. Such consent, if given, shall be subject to the needs and requirements of the Lessor in the operation of its Railroad and to such other conditions as Lessor determines to impose. In all events such consent shall be conditioned upon strict conformance with all applicable governmental requirements and Lessor's then-current clearance standards.

B. All alterations, improvements or installations shall be at Lessee's sole cost and expense.

C. Lessee shall comply with Lessor's then-current clearance standards, except (i) where to do so would cause Lessee to violate an applicable governmental requirement, or (ii) for any improvement or device in place prior to Lessee taking possession of the Premises if such improvement or device complied with Lessor's clearance standards at the time of its installation.

D. Any actual or implied knowledge of Lessor of a violation of the clearance requirements of this Lease or of any governmental requirements shall not relieve Lessee of the obligation to comply with such requirements, nor shall any consent of Lessor be deemed to be a representation of such compliance.

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Section 11. AS-IS.

Lessee accepts the Premises in its present condition with all faults, whether patent or latent, and without warranties or covenants, express or implied. Lessee acknowledges that Lessor shall have no duty to maintain, repair or improve the Premises.

Section 12. RELEASE AND INDEMNITY.

A. As a material part of the consideration for this Lease, Lessee, to the extent it may lawfully do so, waives and releases any and all claims against Lessor for, and agrees to indemnify, defend and hold harmless Lessor, its affiliates, and its and their officers, agents and employees ("Indemnified Parties") from and against, any loss, damage (including, without limitation, punitive or consequential damages), injury, liability, claim, demand, cost or expense (including, without limitation, attorneys' fees and court costs), fine or penalty (collectively, "Loss") incurred by any person (including, without limitation, Lessor, Lessee, or any employee of Lessor or Lessee) and arising from or related to (i) any use of the Premises by Lessee or any invitee or licensee of Lessee, (ii) any act or omission of Lessee, its officers, agents, employees, licensees or invitees, or (iii) any breach of this Lease by Lessee.

B. The foregoing release and indemnity shall apply regardless of any negligence, misconduct or strict liability of any Indemnified Party, except that the indemnity, only, shall not apply to any Loss caused by the sole, active and direct negligence of any Indemnified Party if the Loss (i) was not occasioned by fire or other casualty, or (ii) was not occasioned by water, including, without limitation, water damage due to the position, location, construction or condition of any structures or other improvements or facilities of any Indemnified Party.

C. Where applicable to the Loss, the liability provisions of any contract between Lessor and Lessee covering the carriage of shipments or trackage serving the Premises shall govern the Loss and shall supersede the provisions of this Section 12.

D. No provision of this Lease with respect to insurance shall limit the extent of the release and indemnity provisions of this Section 12.

Section 13. TERMINATION.

A. Lessor may terminate this Lease by giving Lessee notice of termination, if Lessee (i) fails to pay rent within fifteen (15) days after the due date, or (ii) defaults under any other obligation of Lessee under this Lease and, after written notice is given by Lessor to Lessee specifying the default, Lessee fails either to immediately commence to cure the default, or to complete the cure expeditiously but in all events within thirty (30) days after the default notice is given.

B. Notwithstanding the term of this Lease set forth in Article II, Lessor or Lessee may terminate this Lease without cause upon thirty (30) days' notice to the other party; provided, however, that at Lessor's election, no such termination by Lessee shall be effective unless and until Lessee has vacated and restored the Premises as required in Section 15A), at which time Lessor shall refund to Lessee, on a pro rata basis, any unearned rental paid in advance.

Section 14. LESSOR'S REMEDIES.

Lessor's remedies for Lessee's default are to (a) enter and take possession of the Premises, without terminating this Lease, and relet the Premises on behalf of Lessee, collect and receive the rent from reletting, and charge Lessee for the cost of reletting, and/or (b) terminate this Lease as provided in Section 13 A) above and sue Lessee for damages, and/or (c) exercise such other remedies as Lessor may have at law or in equity. Lessor may enter and take possession of the Premises by self-help, by changing locks, if necessary, and may lock out Lessee, all without being liable for damages.

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Section 15. VACATION OF PREMISES; REMOVAL OF LESSEE'S PROPERTY.

A. Upon termination howsoever of this Lease, Lessee (i) shall have peaceably and quietly vacated and surrendered possession of the Premises to Lessor, without Lessor giving any notice to quit or demand for possession, and (ii) shall have removed from the Premises all structures, property and other materials not belonging to Lessor, and restored the surface of the ground to as good a condition as the same was in before such structures were erected, including, without limitation, the removal of foundations, the filling in of excavations and pits, and the removal of debris and rubbish.

B. If Lessee has not completed such removal and restoration within thirty (30) days after termination of this Lease, Lessor may, at its election, and at any time or times, (i) perform the work and Lessee shall reimburse Lessor for the cost thereof within thirty (30) days after bill is rendered, (ii) take title to all or any portion of such structures or property by giving notice of such election to Lessee, and/or (iii) treat Lessee as a holdover tenant at will until such removal and restoration is completed.

Section 16. FIBER OPTICS.

Lessee shall telephone Lessor during normal business hours (7:00 a.m. to 9:00 p.m., Central Time, Monday through Fridays, except for holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried on the Premises. If cable is buried on the Premises, Lessee will telephone the telecommunications company(ies), arrange for a cable locator, and make arrangements for relocation or other protection of the cable. Notwithstanding compliance by Lessee with this Section 16, the release and indemnity provisions of Section 12 above shall apply fully to any damage or destruction of any telecommunications system.

Section 17. NOTICES.

Any notice, consent or approval to be given under this Lease shall be in writing, and personally served, sent by reputable courier service, or sent by certified mail, postage prepaid, return receipt requested, to Lessor at: Union Pacific Railroad Company, Attn: Assistant Vice President - Real Estate, Real Estate Department, 1800 Farnam Street, Omaha, Nebraska 68102; and to Lessee at the above address, or such other address as a party may designate in notice given to the other party. Mailed notices shall be deemed served five (5) days after deposit in the U.S. Mail. Notices which are personally served or sent by courier service shall be deemed served upon receipt.

Section 18. ASSIGNMENT.

A. Lessee shall not sublease the Premises, in whole or in part, or assign, encumber or transfer (by operation of law or otherwise) this Lease, without the prior consent of Lessor, which consent may be denied at Lessor's sole and absolute discretion. Any purported transfer or assignment without Lessor's consent shall be void and shall be a default by Lessee.

B. Subject to this Section 18, this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

Section 19. CONDEMNATION.

If, as reasonably determined by Lessor, the Premises cannot be used by Lessee because of a condemnation or sale in lieu of condemnation, then this Lease shall automatically terminate. Lessor shall be entitled to the entire award or proceeds for any total or partial condemnation or sale in lieu thereof, including, without limitation, any award or proceeds for the value of the leasehold estate created by this Lease. Notwithstanding the foregoing, Lessee shall have the right to pursue recovery from the condemning authority of such compensation as may be separately awarded to Lessee for Lessee's relocation expenses, the taking of Lessee's personal property and fixtures, and the interruption of or damage to Lessee's business.

IND LS 11/15/99
APPROVED, LAW

Section 20. ATTORNEY'S FEES.

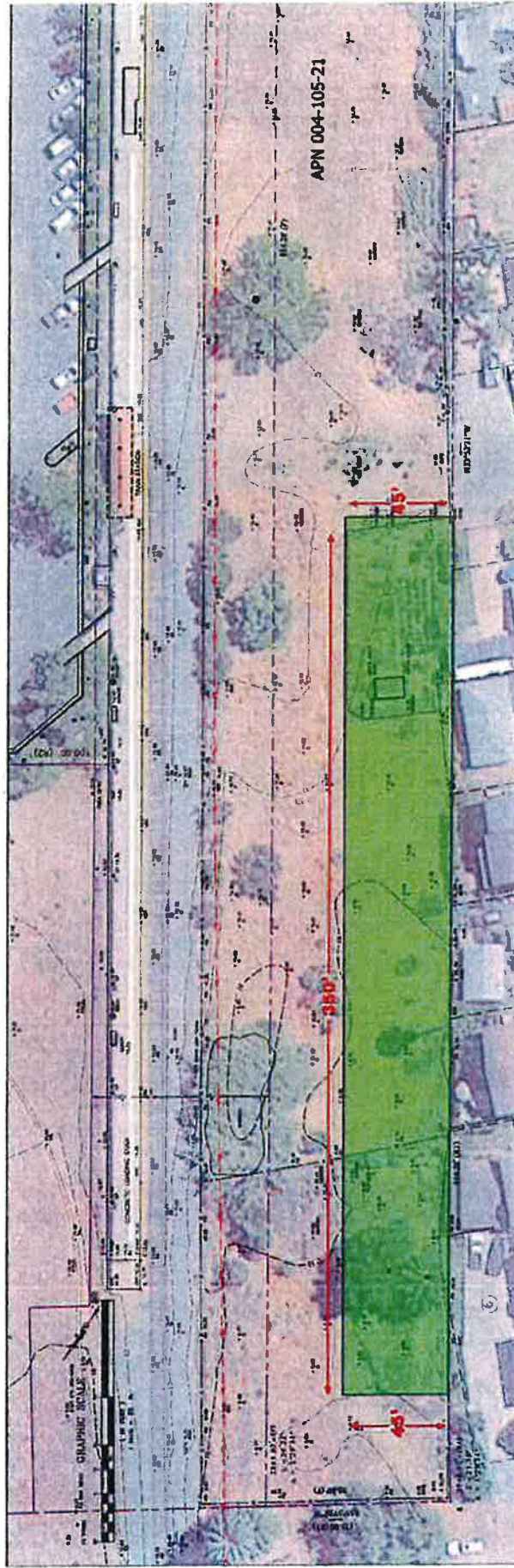
If either party retains an attorney to enforce this Lease (including, without limitation, the indemnity provisions of this Lease), the prevailing party is entitled to recover reasonable attorney's fees.

Section 21. ENTIRE AGREEMENT.

This Lease is the entire agreement between the parties, and supersedes all other oral or written agreements between the parties pertaining to this transaction. Except for the unilateral redetermination of annual rent as provided in Article III., this Lease may be amended only by a written instrument signed by Lessor and Lessee.

Exhibit "C"
PREMISES

Ground Lease UPPO's Garden Exhibit "C"



The leased area is a portion of
APN 004-105-21
as shown shaded green.
The leased area is 15,750 square feet
(45 feet wide measured from the southern PL and 350' long)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/07/2014

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 ISU Insurance Services CALGARD ASSOCIATES 998 S. Seaward Ave Ventura, CA 93001	CONTACT NAME: Kim Aguilar PHONE (A/C, No, Ext): 805.650.0215 x412 FAX (A/C, No): 805.650.0216 E-MAIL ADDRESS: Kim@Calgard.com PRODUCER CUSTOMER ID #: 00026646														
INSURED MARLA DAILY & KIRK CONNALLY UPPOS GARDEN, LLC 4892 Dorrance Way Carpinteria, CA 93013	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Indemnity Ins. of N. America</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Indemnity Ins. of N. America		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 13/14 MASTER

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			F0203520	10/01/2013	10/01/2014	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	☐ SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	☐ HIRED AUTOS						\$
	☐ NON-OWNED AUTOS						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	☐ CLAIMS-MADE						\$
	DEDUCTIBLE						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☐ WC STATUTORY LIMITS ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

City of Carpinteria is named as an Additional Insured per form CG2024 in regards to the portion of land parcel APN #004-105-21 adjacent to 4892 Dorrance Way, Carpinteria, CA

CERTIFICATE HOLDER

CANCELLATION

City of Carpinteria 5775 Carpinteria Ave Carpinteria, CA 93013	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  Kim Aguilar/KA
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS OR OTHER
INTERESTS FROM WHOM LAND HAS BEEN LEASED**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person(s) Or Organization(s)	Designation Of Premises (Part Leased To You)
CITY OF CARPENTERIA	APN #004-105-21 ADJACENT TO 4892 DORRANCE WAY, CARPINTERIA, CA 93013
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 arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Schedule.

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:

1. Any "occurrence" which takes place after you cease to lease that land;

2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

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.



Take Action

The League of California Cities' advocacy efforts are strongest when joined by the voices of city leaders. Gov. Gavin Newsom has until Oct. 10 to sign or veto hundreds of bills pending on his desk. Below is a list of the nearly 30 priority bills that will directly impact cities. Cal Cities urges city officials to request signatures or vetoes on these bills as soon as possible.

Request for Signature

AB 14 (Aguiar-Curry) (<https://ctweb.capitoltrack.com/public/search.aspx?id=ad485199-37cd-42cd-8217-d19b4d257119&session=21&s=AB%2014&t=bill>) and SB 4 (Gonzalez) (<https://ctweb.capitoltrack.com/public/search.aspx?id=ad485199-37cd-42cd-8217-d19b4d257119&session=21&s=SB%204&t=bill>) **Communications:**
California Advanced Services Fund.

The two measures make important updates to the California Advanced Services Fund surcharge program.

AB 43 (Friedman) (<https://ctweb.capitoltrack.com/public/search.aspx?id=ad485199-37cd-42cd-8217-d19b4d257119&session=21&s=AB%2043&t=bill>) **Traffic safety.**

This measure would allow cities greater flexibility when calculating speed limits along the most dangerous sections of roadway.

AB 46 (Rivas, L) (<https://ctweb.capitoltrack.com/public/search.aspx?id=ad485199-37cd-42cd-8217-d19b4d257119&session=21&s=AB%2046&t=bill>) **California Youth**

Empowerment Act.

This measure would establish the California Youth Empowerment Commission to formally advise and make recommendations to the Legislature on issues affecting California's disconnected and disadvantaged youth.

AB 61 (Gabriel) (<https://ctweb.capitoltrack.com/public/search.aspx?id=ad485199-37cd-42cd-8217-d19b4d257119&session=21&s=AB%2061&t=bill>) **Business pandemic relief.**

/ SB 314 (Wiener) (<https://ctweb.capitoltrack.com/public/search.aspx?id=ad485199-37cd-42cd-8217-d19b4d257119&session=21&s=SB%20314&t=bill>)

Alcoholic Beverages. / SB 389 (Dodd)

(<https://ctweb.capitoltrack.com/public/search.aspx?id=ad485199-37cd-42cd-8217-d19b4d257119&session=21&s=SB%20389&t=bill>) **Alcoholic beverages: retails on-sale license: off-sale privileges.**

These measures would make permanent some of the COVID-19 emergency provisions that allowed for outdoor dining and alcohol to-go beverages.

AB 773 (Nazarian) (<https://ctweb.capitoltrack.com/public/search.aspx?id=ad485199-37cd-42cd-8217-d19b4d257119&session=21&s=AB%20773&t=bill>) **Street closures**

and designations

This measure would authorize cities to adopt a rule or regulation by ordinance to designate a local street within its jurisdiction as a slow street.

AB 818 (Bloom) (<https://ctweb.capitoltrack.com/public/search.aspx?id=ad485199-37cd-42cd-8217-d19b4d257119&session=21&s=ab%20818&t=bill>) **Solid Waste.**

Premoistened Nonwoven Disposable Wipes.

This measure would establish flushable labeling requirements for wet wipes packaging to give consumers more information on how to dispose of these popular consumer products properly.

SB 50 (Limon) (<https://ctweb.capitoltrack.com/public/search.aspx?id=ad485199-37cd-42cd-8217-d19b4d257119&session=21&s=SB%2050&t=bill>) **Early learning and care.**

This measure would expand the range of types of childcare and early learning services that a state preschool contracting agency may provide.

SB 52 (Dodd) (<https://ctweb.capitoltrack.com/public/search.aspx?id=ad485199-37cd-42cd-8217-d19b4d257119&session=21&s=sb%2052&t=bill>) **State of Emergency. Local Emergency. Planned Power Outage.**

This measure would clarify planned power shutoff events qualify as a “deenergization event” for which a local emergency can be declared under the California Emergency Services Act.

Request for Veto

AB 237 (Gray) (<https://ctweb.capitoltrack.com/public/search.aspx?id=ad485199-37cd-42cd-8217-d19b4d257119&session=21&s=AB%20237&t=bill>) **Public employment: unfair practices: health protection.**

This measure would which will require public agencies to continue to provide medical insurance coverage for workers out on extended strikes.

AB 339 (Lee) (<https://ctweb.capitoltrack.com/public/search.aspx?id=ad485199-37cd-42cd-8217-d19b4d257119&session=21&s=AB%20339&t=bill>) **Local government: open and public meetings.**

This measure requires jurisdictions over 250,000 to provide in-person and teleconference options for the public to participate in meetings.

AB 603 (McCarty) (<https://ctweb.capitoltrack.com/public/search.aspx?id=ad485199-37cd-42cd-8217-d19b4d257119&session=21&s=ab%20603&t=bill>) Law Enforcement Settlements and Judgments. Reporting.

This measure would require municipalities to annually post details online regarding money spent on law enforcement-related settlements and judgments.

AB 970 (McCarty) (<https://ctweb.capitoltrack.com/public/search.aspx?id=ad485199-37cd-42cd-8217-d19b4d257119&session=21&s=ab%20970&t=bill>) Planning and Zoning. Permit Applications of Electric Vehicle Charging Stations.

This measure would require an application to install an electric vehicle charging station to be deemed complete within five business days and deemed approved 20 business days after the application was deemed complete.

**Advocacy
Tools
(</home/advocacy#AdvocacyTools>)**

Cal Cities provides up-to-date information about the legislative process, lobbying, and which bills are scheduled for hearings. Hone your advocacy skills by diving into our **Advocacy Tools** (</home/advocacy#AdvocacyTools>)

Upcoming Legislative Hearings (/upcoming- bills)

Cal Cities' weekly hearings update — distributed via *Cal Cities Advocate* — highlights upcoming legislative hearings on the bills that matter most to cities. **Read the report (/upcoming-bills)** each Wednesday.

How to Submit a Position Letter

1. Visit the **California
Legislature Position
Letter Portal**
(<https://calegislation.lc.ca.gov/Advocates/>) to create an account and upload this letter. If you are having difficulty accessing the

portal, please contact **Meg Desmond**
(mailto:mdesmond@calcities.org) .

2. In addition to submitting the letter through the portal, please send a physical copy to your Legislator(s), and email a copy to **Cal Cities**
(mailto:cityletters@calcities.org) , as well as your **Regional Public Affairs Manager (/home/get-involved/regional-divisions)** .

1400 K Street, Suite 400
Sacramento, CA 95814

P: (916) 658-8200

F: (916) 658-8240



Upcoming Legislative Hearings

Bill of Interest to Cities, August 26

August 26 will be a busy day for the Legislature, as Thursday is both the last time that bills can be heard in the appropriations committees and the day for suspense file hearings. A decades-old means of promoting fiscal responsibility, the lightning-fast suspense file process determines which bills will move to the floor for debate, which may come as soon as August 30 for some measures, including AB 1401 (Friedman) and AB 14 (Aguilar-Curry).

The last day for the Legislature to vote on bills is September 10; then, the Governor has until October 10 to sign or veto any legislation that reaches his desk. Following the suspense hearing, stay tuned for an update on the outcome of the top bills impacting cities. A summary of several priority bills is below this list.

Thursday, August 26, 2021

Assembly Appropriations, Chair Upon adjournment of Session, Room 4202

- (<https://ctweb.capitoltrack.com/public/search.aspx?id=ad485199-37cd-42cd-8217-d19b4d257119&session=21&s=SB%204&t=bill>) **SB 4 (Gonzalez)**
(<https://ctweb.capitoltrack.com/public/search.aspx?id=ad485199-37cd-42cd-8217-d19b4d257119&session=21&s=SB%204&t=bill>) Communications: California Advanced Services Fund: deaf and disabled telecommunications program: surcharges | Cal Cities position: Support
- (<https://ctweb.capitoltrack.com/public/search.aspx?id=ad485199-37cd-42cd-8217-d19b4d257119&session=21&s=SB%20341&t=bill>) **SB 341 (McGuire)**



Senate Appropriations, 9 a.m., Room 4203

- <https://ctweb.capitoltrack.com/public/search.aspx?id=ad485199-37cd-42cd-8217-d19b4d257119&session=21&s=AB%20215&t=bill>) **AB 215 (Chiu)**
<https://ctweb.capitoltrack.com/public/search.aspx?id=ad485199-37cd-42cd-8217-d19b4d257119&session=21&s=AB%20215&t=bill>) Housing element: regional housing need: relative progress determination | Cal Cities position: Oppose
- <https://ctweb.capitoltrack.com/public/search.aspx?id=ad485199-37cd-42cd-8217-d19b4d257119&session=21&s=AB%20816&t=bill>) **AB 816 (Chiu)**
<https://ctweb.capitoltrack.com/public/search.aspx?id=ad485199-37cd-42cd-8217-d19b4d257119&session=21&s=AB%20816&t=bill>) Homelessness: Housing Trust Fund: housing projects | Cal Cities position: Oppose unless amended
- <https://ctweb.capitoltrack.com/public/search.aspx?id=ad485199-37cd-42cd-8217-d19b4d257119&session=21&s=AB%20989&t=bill>) **AB 989 (Gabriel)**
<https://ctweb.capitoltrack.com/public/search.aspx?id=ad485199-37cd-42cd-8217-d19b4d257119&session=21&s=AB%20989&t=bill>) Housing Accountability Act: appeals: Office of Housing Appeals | Cal Cities position: Oppose

Assembly Appropriations Suspense, Chair Upon adjournment of Session, Room 4202

- **SB 1 (Atkins)** (<https://ctweb.capitoltrack.com/public/search.aspx?id=ad485199-37cd-42cd-8217-d19b4d257119&session=21&s=SB%201&t=bill>) Coastal resources: sea level rise | Cal Cities position: Support
- **SB 2 (Bradford)** (<https://ctweb.capitoltrack.com/public/search.aspx?id=ad485199-37cd-42cd-8217-d19b4d257119&session=21&s=SB%202&t=bill>) Peace officers: certification: civil rights | Cal Cities position: Oppose



- **SB 28 (Caballero)** (<https://ctweb.capitoltrack.com/public/search.aspx?id=ad485199-37cd-42cd-8217-d19b4d257119&session=21&s=SB%2028&t=bill>) Rural Broadband and Digital Infrastructure Video Competition Reform Act of 2021 | Cal Cities position: Support
- (<https://ctweb.capitoltrack.com/public/search.aspx?id=ad485199-37cd-42cd-8217-d19b4d257119&session=21&s=SB%2050&t=bill>) **SB 50 (Limón)** (<https://ctweb.capitoltrack.com/public/search.aspx?id=ad485199-37cd-42cd-8217-d19b4d257119&session=21&s=SB%2050&t=bill>) Early learning and care | Cal Cities position: Support
- **AB 61 (Gabriel)** (<https://ctweb.capitoltrack.com/public/search.aspx?id=ad485199-37cd-42cd-8217-d19b4d257119&session=21&s=AB%2061&t=bill>) Business pandemic relief | Cal Cities position: Support pending amendments
- **SB 99 (Dodd)** (<https://ctweb.capitoltrack.com/public/search.aspx?id=ad485199-37cd-42cd-8217-d19b4d257119&session=21&s=SB%2099&t=bill>) Community Energy Resilience Act of 2021 | Cal Cities position: Support
- (<https://ctweb.capitoltrack.com/public/search.aspx?id=ad485199-37cd-42cd-8217-d19b4d257119&session=21&s=SB%20109&t=bill>) **SB 109 (Dodd)** (<https://ctweb.capitoltrack.com/public/search.aspx?id=ad485199-37cd-42cd-8217-d19b4d257119&session=21&s=SB%20109&t=bill>) Office of Emergency Services: Office of Emergency Technology Research and Development | Cal Cities position: Support
- (<https://ctweb.capitoltrack.com/public/search.aspx?id=ad485199-37cd-42cd-8217-d19b4d257119&session=21&s=SB%20270&t=bill>) **SB 270 (Durazo)** (<https://ctweb.capitoltrack.com/public/search.aspx?id=ad485199-37cd-42cd-8217-d19b4d257119&session=21&s=SB%20270&t=bill>) Public employment: labor relations: employee information | Cal Cities position: Oppose
- (<https://ctweb.capitoltrack.com/public/search.aspx?id=ad485199-37cd-42cd-8217-d19b4d257119&session=21&s=SB%20278&t=bill>) **SB 278 (Leyva)**



Oppose

- (<https://ctweb.capitoltrack.com/public/search.aspx?id=ad485199-37cd-42cd-8217-d19b4d257119&session=21&s=SB%20284&t=bill>) **SB 284 (Stern)**
 (<https://ctweb.capitoltrack.com/public/search.aspx?id=ad485199-37cd-42cd-8217-d19b4d257119&session=21&s=SB%20284&t=bill>) **Workers' compensation: firefighters and peace officers: post-traumatic stress** | Cal Cities position: Oppose
- (<https://ctweb.capitoltrack.com/public/search.aspx?id=ad485199-37cd-42cd-8217-d19b4d257119&session=21&s=SB%20314&t=bill>) **SB 314 (Wiener)**
 (<https://ctweb.capitoltrack.com/public/search.aspx?id=ad485199-37cd-42cd-8217-d19b4d257119&session=21&s=SB%20314&t=bill>) **Alcoholic beverages** | Cal Cities position: Support pending amendments
- (<https://ctweb.capitoltrack.com/public/search.aspx?id=ad485199-37cd-42cd-8217-d19b4d257119&session=21&s=SB%20344&t=bill>) **SB 344 (Hertzberg)**
 (<https://ctweb.capitoltrack.com/public/search.aspx?id=ad485199-37cd-42cd-8217-d19b4d257119&session=21&s=SB%20344&t=bill>) **Homeless shelters grants: pets and veterinary services** | Cal Cities position: Support
- (<https://ctweb.capitoltrack.com/public/search.aspx?id=ad485199-37cd-42cd-8217-d19b4d257119&session=21&s=SB%20418&t=bill>) **SB 418 (Laird)**
 (<https://ctweb.capitoltrack.com/public/search.aspx?id=ad485199-37cd-42cd-8217-d19b4d257119&session=21&s=SB%20418&t=bill>) **Sea level rise planning: database** | Cal Cities position: Support
- (<https://ctweb.capitoltrack.com/public/search.aspx?id=ad485199-37cd-42cd-8217-d19b4d257119&session=21&s=SB%20555&t=bill>) **SB 555 (McGuire)**
 (<https://ctweb.capitoltrack.com/public/search.aspx?id=ad485199-37cd-42cd-8217-d19b4d257119&session=21&s=SB%20555&t=bill>) **Local agencies: transient occupancy taxes: short-term rental facilitator: collection** | Cal Cities position: Oppose Unless Amend



d19b4d257119&session=21&s=SB%20619&t=bill) Organic waste: reduction regulations. | Cal Cities position: Support

Senate Appropriations Suspense, Chair Upon adjournment of Session, Room 4203

- (<https://ctweb.capitoltrack.com/public/search.aspx?id=ad485199-37cd-42cd-8217-d19b4d257119&session=21&s=AB%2014&t=bill>) **AB 14 (Aguiar-Curry)**
(<https://ctweb.capitoltrack.com/public/search.aspx?id=ad485199-37cd-42cd-8217-d19b4d257119&session=21&s=AB%2014&t=bill>) Communications: broadband services: California Advanced Services Fund | Cal Cities position: Support
- (<https://ctweb.capitoltrack.com/public/search.aspx?id=ad485199-37cd-42cd-8217-d19b4d257119&session=21&s=AB%2033&t=bill>) **AB 33 (Ting)**
(<https://ctweb.capitoltrack.com/public/search.aspx?id=ad485199-37cd-42cd-8217-d19b4d257119&session=21&s=AB%2033&t=bill>) Energy Conservation Assistance Act of 1979: energy storage systems and electric vehicle charging infrastructure: Native American tribes | Cal Cities position: Support
- (<https://ctweb.capitoltrack.com/public/search.aspx?id=ad485199-37cd-42cd-8217-d19b4d257119&session=21&s=AB%2046&t=bill>) **AB 46 (Rivas, Luz)**
(<https://ctweb.capitoltrack.com/public/search.aspx?id=ad485199-37cd-42cd-8217-d19b4d257119&session=21&s=AB%2046&t=bill>) California Youth Empowerment Act | Cal Cities position: Support
- (<https://ctweb.capitoltrack.com/public/search.aspx?id=ad485199-37cd-42cd-8217-d19b4d257119&session=21&s=AB%2048&t=bill>) **AB 48 (Gonzalez, Lorena)**
(<https://ctweb.capitoltrack.com/public/search.aspx?id=ad485199-37cd-42cd-8217-d19b4d257119&session=21&s=AB%2048&t=bill>) Law enforcement: kinetic energy projectiles and chemical agents | Cal Cities position: Oppose



d19b4d257119&session=21&s=AB%2089&t=bill) Peace officers: minimum qualifications | Cal Cities position: Support

- (https://ctweb.capitoltrack.com/public/search.aspx?id=ad485199-37cd-42cd-8217-d19b4d257119&session=21&s=AB%20500&t=bill) **AB 500 (Ward)**
(https://ctweb.capitoltrack.com/public/search.aspx?id=ad485199-37cd-42cd-8217-d19b4d257119&session=21&s=AB%20500&t=bill) Local planning: coastal development: affordable housing | Cal Cities position: Oppose
- (https://ctweb.capitoltrack.com/public/search.aspx?id=ad485199-37cd-42cd-8217-d19b4d257119&session=21&s=AB%20536&t=bill) **AB 536 (Rodriguez)**
(https://ctweb.capitoltrack.com/public/search.aspx?id=ad485199-37cd-42cd-8217-d19b4d257119&session=21&s=AB%20536&t=bill) Office of Emergency Services: mutual aid gap analysis | Cal Cities position: Support
- (https://ctweb.capitoltrack.com/public/search.aspx?id=ad485199-37cd-42cd-8217-d19b4d257119&session=21&s=AB%20585&t=bill) **AB 585 (Rivas, Luz)**
(https://ctweb.capitoltrack.com/public/search.aspx?id=ad485199-37cd-42cd-8217-d19b4d257119&session=21&s=AB%20585&t=bill) Climate change: Extreme Heat and Community Resilience Program | Cal Cities position: Support
- (https://ctweb.capitoltrack.com/public/search.aspx?id=ad485199-37cd-42cd-8217-d19b4d257119&session=21&s=AB%20602&t=bill) **AB 602 (Grayson)**
(https://ctweb.capitoltrack.com/public/search.aspx?id=ad485199-37cd-42cd-8217-d19b4d257119&session=21&s=AB%20602&t=bill) Development fees: impact fee nexus study | Cal Cities position: Oppose Unless Amend
- (https://ctweb.capitoltrack.com/public/search.aspx?id=ad485199-37cd-42cd-8217-d19b4d257119&session=21&s=AB%20718&t=bill) **AB 718 (Cunningham)**
(https://ctweb.capitoltrack.com/public/search.aspx?id=ad485199-37cd-42cd-8217-d19b4d257119&session=21&s=AB%20718&t=bill) Peace officers: investigations of misconduct | Cal Cities position: Support



d19b4d257119&session=21&s=AB%20838&t=bill) State Housing Law: enforcement response to complaints | Cal Cities position: Oppose Unless Amend

- (https://ctweb.capitoltrack.com/public/search.aspx?id=ad485199-37cd-42cd-8217-d19b4d257119&session=21&s=AB%20897&t=bill) **AB 897 (Mullin)**
(https://ctweb.capitoltrack.com/public/search.aspx?id=ad485199-37cd-42cd-8217-d19b4d257119&session=21&s=AB%20897&t=bill) Office of Planning and Research: regional climate networks: regional climate adaptation and resilience action plans | Cal Cities position: Support
- (https://ctweb.capitoltrack.com/public/search.aspx?id=ad485199-37cd-42cd-8217-d19b4d257119&session=21&s=AB%201071&t=bill) **AB 1071 (Rodriguez)**
(https://ctweb.capitoltrack.com/public/search.aspx?id=ad485199-37cd-42cd-8217-d19b4d257119&session=21&s=AB%201071&t=bill) Office of Emergency Services: tabletop exercises | Cal Cities position: Support
- (https://ctweb.capitoltrack.com/public/search.aspx?id=ad485199-37cd-42cd-8217-d19b4d257119&session=21&s=AB%201311&t=bill) **AB 1311 (Wood)**
(https://ctweb.capitoltrack.com/public/search.aspx?id=ad485199-37cd-42cd-8217-d19b4d257119&session=21&s=AB%201311&t=bill) Recycling: beverage containers | Cal Cities position: Support
- (https://ctweb.capitoltrack.com/public/search.aspx?id=ad485199-37cd-42cd-8217-d19b4d257119&session=21&s=AB%201401&t=bill) **AB 1401 (Friedman)**
(https://ctweb.capitoltrack.com/public/search.aspx?id=ad485199-37cd-42cd-8217-d19b4d257119&session=21&s=AB%201401&t=bill) Residential and commercial development: remodeling, renovations, and additions: parking requirements | Cal Cities position: Oppose



Appropriations Committee Thursday morning. The first, **AB 215 (Chiu)**, was amended to remove the proposed mid-cycle regional housing needs progress determination process. However, the author also added language that would greatly expand the California Department of Housing and Community Development's enforcement-related actions.

The second, **AB 989 (Gabriel)**, would create an Office of Housing Appeals within the California Department of Housing and Community Development, which would have the power to review allegations of violations of the Housing Accountability Act for specified housing developments projects. AB 989 allows an appeals panel, not a court, to overturn a local land use decision. Cal Cities opposes both AB 989 and AB 215.

Cal Cities strongly supports two similarly worded broadband measures: **SB 4 (Gonzalez)** and **AB 14 (Aguiar-Curry)**. SB 4 is scheduled to be heard in the Assembly Appropriations Committee; AB 14 is scheduled for suspense file in the Senate and will likely be voted on during the same day. Both measures would prioritize the deployment of broadband infrastructure in unserved and underserved communities throughout California through the ongoing collection of the California Advanced Services Fund surcharge. They would also expand the definition of "unserved" to include areas with speeds slightly faster than dial-up, which is obsolete in an internet-driven economy.

Multiple public safety bills are on suspense file in the Senate and Assembly, including **SB 2 (Bradford)** and **SB 16 (Skinner)**. The former undercuts the federally held doctrine of qualified immunity and outlines a largely unworkable peace officer decertification process. The latter, SB 16, would make every incident involving unreasonable or excessive force and any sustained finding that an officer failed to intervene against another officer using unreasonable or excessive force subject to disclosure. Cal Cities opposes both measures.



lethal options for atypical situations that involve violence or significant risk to infrastructure. As such, Cal Cities opposes the measure.

Cal Cities supports **AB 89 (Jones-Sawyer)**, which lays out a comprehensive approach to creating minimum qualifications for future peace officers. The bill was significantly amended and now takes a more nuanced, collaborative, and thoughtful approach to the law enforcement officer certification process.

Three other bills, SB 278 (Leyva), SB 555 (McGuire), and SB 619 (Laird) are scheduled for suspense file in the Assembly. **SB 278 (Leyva)** would require public agencies and schools to directly pay retirees and/or their beneficiaries disallowed retirement benefits using general fund and Proposition 98 dollars. The bill would give CalPERS no incentive to properly calculate benefit payments, create compliance and implementation issues, and potentially result in costly legal battles for cities. Consequently, Cal Cities opposes the measure.

Cal Cities also opposes **SB 555 (McGuire)**. As drafted, the measure would result in less effective and less transparent Transient Occupancy Taxes collection. The measure also lacks requirements for short-term rental platforms to report with their tax collections the location of the rentals, the duration of stay, and the rate applied. Without this information, collection audits will be inaccurate and undeterminable. While the program remains optional for cities, Cal Cities, along with labor and hotel partners, believes the measure should strive for more proper and accountable tax collection.

SB 619 (Laird) would give local governments additional time and flexibility to implement SB 1383 (Lara, 2016), organic waste regulations. Cal Cities supports the measure, as additional time and flexibility would prevent an increase in waste rates for residents, some of whom are facing significant, pandemic-related financial difficulties.



for the release of officer records. This would ensure that “sustained findings” of use of force resulting in death or great bodily injury, sexual assault, and other forms of misconduct warrant a thorough investigation and subsequent disclosure of findings.

Cal Cities also opposes **AB 1401 (Friedman)**, since its definition of “public transit” would give developers and transit agencies — who are unaccountable to local voters — the power to determine parking requirements. Additionally, the bill could negatively impact the State’s Density Bonus Law by providing developers parking concessions without also requiring them to include affordable housing units in the project.

Policy and
Resolutions
(/home/advocac
y/policy-areas-
and-
committees)

Curious why Cal Cities supports or opposes certain bills or measures? Advocacy efforts are determined by **Annual**
Conference Resolutions



[\(/docs/default-source/default-document-library/existing-policy-and-guiding-principles.pdf?Status=Master&sfvrsn=d4da4122_3\)](#)

Legal Advocacy

Laws affecting cities are made in the courts, as well as in the Legislature. Consequently, Cal Cities advocacy efforts extend to the appellate courts. The organization weighs in on legal issues where its participation is likely to help advance the legal interests of all California cities. Learn more about our [Legal Advocacy](#) [\(9FDDFBFA-7112-4C6F-891A-B816D3CCD0B0\)](#) efforts.

Take Action



1400 K Street, Suite 400
Sacramento, CA 95814

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F: (916) 658-8240

CARPINTERIA LIBRARY BOARD OF TRUSTEES
5775 Carpinteria Avenue
Carpinteria, CA 93013

MEETING AGENDA
MONDAY, OCTOBER 11, 2021
5:30 P.M.

-
1. Call to order and roll call.
 2. Confirmation of legal noticing and procedural requirements of meeting.
 3. Public Comment – This is the time for public comments on matters not otherwise on the agenda but within the subject matter of Carpinteria Library Board of Trustees.
 4. Approval of minutes of regular meeting held September 13, 2021.
 5. Approval of Resolution No. 6074, establishing a Carpinteria Municipal Library Advisory Commission and adopting bylaws for its operation.

Recommendation: Receive the update and approve Resolution No. 6074, establishing a Carpinteria Municipal Library Advisory Commission and adopting bylaws for its operation.

6. Adjournment.

The Carpinteria Library Board of Trustees agenda and any associated staff reports will be available on Thursday, October 7, 2021 on the City's Website: <https://carpinteria.ca.us/city-hall/agendas-meetings/>. The Carpinteria Library Board of Trustees agenda and staff reports are part of the City Council agenda for its regular meeting of October 11, 2021. Please see "[TEMPORARY ADJOURNMENT FOR THE PURPOSE OF HOLDING THE MONTHLY MEETING OF THE CARPINTERIA LIBRARY BOARD OF TRUSTEES](#)." Details and procedures on how to provide public comment and participate in the meeting through telephonic means are available on the posted City Council agenda at <https://carpinteria.ca.us/city-hall/agendas-meetings/>.

In compliance with the Americans with Disabilities Act, if you need assistance to participate in this meeting, please contact Brian Barrett, Acting City Clerk at brianb@ci.carpinteria.ca.us or (805) 755-4446. Notification two business days prior to the meeting will enable the City to make reasonable arrangements for accessibility to this meeting.

CARPINTERIA LIBRARY BOARD OF TRUSTEES
5775 Carpinteria Avenue
Carpinteria, CA 93013

MEETING MINUTES
MONDAY, SEPTEMBER 13, 2021

1. Call to order and roll call.

President Nomura called the meeting to order at 8:37 pm.

Boardmembers present: Boardmember Natalia Alarcon
Boardmember Gregg A. Carty
Boardmember Roy Lee
Vice President Al Clark
President Wade T. Nomura

Staff members present: Dave Durflinger, Chief Executive Officer
Mack Carlson, on behalf of Brownstein Hyatt Farber
Schreck, LLP acting as City Attorney of the
City of Carpinteria
Olivia Uribe Mutal, Program Manager
Brian C. Barrett, Acting Secretary

2. Confirmation of legal noticing and procedural requirements of meeting.

Acting Secretary Barrett acknowledged that all legal noticing and procedural requirement have been met.

3. Public Comment

There was no public comment.

4. Approval of minutes of regular meeting held August 9, 2021.

Motion by Vice President Clark, seconded by Boardmember Lee, to approve the minutes of the regular meeting held August 9, 2021. The voice vote was as follows:

AYES: Boardmember Alarcon, Boardmember Carty, Boardmember Lee,
Vice President Clark, and President Nomura
NOES: None
ABSENT: None
ABSTAIN: None

The motion carried unanimously.

5. An update on the work of the Library Ad Hoc Committee & Working Group and approval of Resolution No. 6073, establishing the second Monday of each month, same time and place as City Council meetings, as the time and place of regular meetings of the Library Board of Trustees.

Recommendation: Receive the update and approve Resolution No. 6073, establishing the regular time and place for meetings of the Library Board of Trustees.

Motion by Vice President Clark, seconded by Boardmember Lee, to receive and file the update and approve Resolution No. 6073, as read by title only. The voice vote was as follows:

AYES: Boardmember Alarcon, Boardmember Carty, Boardmember Lee,
Vice President Clark, and President Nomura
NOES: None
ABSENT: None
ABSTAIN: None

The motion carried unanimously.

6. Adjournment.

President Nomura adjourned the meeting at 8:39 p.m.

Brian C. Barrett, Acting Secretary



City of Carpinteria

LIBRARY BOARD OF TRUSTEES AGENDA STAFF REPORT October 11, 2021

ITEM FOR COUNCIL CONSIDERATION

Approval of Resolution No. 6074, establishing a Carpinteria Municipal Library Advisory Commission and adopting bylaws for its operation.

STAFF RECOMMENDATION

Action Item X ; Non-Action Item

Receive the update and approve Resolution No. 6074, establishing a Carpinteria Municipal Library Advisory Commission and adopting bylaws for its operation.

Sample Motion: I move to receive and file the update and approve Resolution No. 6074, as read by title only.

BACKGROUND

The City of Carpinteria Ordinance No. 747 passed, approved and adopted on June 14th 2021, Amended Title 2 of the Carpinteria municipal code by modifying chapter 2.20, City Departments, adding a new library division to the Parks, Recreation & Public Facilities Department, and adding Chapter 2.38 Municipal Library. This Ordinance also established the Carpinteria Library Board of Trustees, which met for the first time on August 9, 2021, and confirmed its officers for Fiscal Year 2021-22: Wade T. Nomura as President and Al Clark as Vice President. Board members include: Natalia Alarcon, Gregg A. Carty, Al Clark, Roy Lee, Wade T. Nomura

A Library Ad-Hoc Committee (Councilmembers Lee and Alarcon) & Working Group was created. This group has met on a regular basis to assist staff with the process of transitioning to City management and operation of the library by July 1, 2022.

DISCUSSION

The Library Ad-Hoc Committee & Working Group, in conjunction with City Staff and Library Transition Consultant, has met to draft and edit bylaws for a Carpinteria

Municipal Library Advisory Commission. The Municipal Library Advisory Commission is intended to be a conduit between the community to provide advice and feedback to the Library Board of Trustees (Board) and the City Librarian. The Library Ad-Hoc Committee & Working Group finalized the bylaws and present them for consideration and adoption.

POLICY CONSISTENCY

The work discussed in this report is conducted consistent with the City's annual work plan and actions of the City Council concerning the establishment of a municipal library.

FINANCIAL CONSIDERATIONS

The subject library transition work cost has been anticipated and is included in the adopted FY 2021-22 budget.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

As determined necessary and appropriate, staff has consulted with the City Attorney's Office and risk managers of its insurance entity, the California Joint Powers Insurance Authority, in order to ensure compliance with legal requirements and best practices.

OPTIONS

1. Receive and file the report and adopt Resolution No. 6074 (staff recommendation)
2. Direct staff with regard to any amendments to the draft resolution (if the changes directed are substantive the matter should be continued to a subsequent City Council meeting for consideration)
3. Decline to adopt the resolution and direct staff as determined appropriate.

PRINCIPAL PARTIES EXPECTED AT MEETING

Representation from the Friends of the Library and other interested community members.

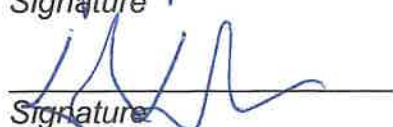
ATTACHMENTS

A – Resolution No.6074

Staff contact: Olivia Uribe Mutal, Program Manager
805-755-4450, OliviaU@ci.carpinteria.ca.us


Signature

Reviewed by: Dave Durlinger, City Manager
(805) 755-4400, daved@ci.carpinteria.ca.us


Signature

ATTACHMENT A

RESOLUTION NO. 6074

**A RESOLUTION OF THE CITY OF CARPINTERIA LIBRARY BOARD
OF TRUSTEES ESTABLISHING A CARPINTERIA MUNICIPAL
LIBRARY ADVISORY COMMISSION AND ADOPTING BYLAWS FOR
ITS OPERATION**

WHEREAS, on June 14, 2021 the City Council adopted Ordinance No. 747, establishing the Carpinteria Municipal Library (Library), Library Board of Trustees, and the Library Division of the Parks, Recreation and Public Facilities Department; and

WHEREAS, on June 14, 2021 the City Manager submitted a letter request to the California Library Services Board for recognition of the City of Carpinteria Municipal Library and Black Gold Cooperative membership; and

WHEREAS, the City Council Library Committee and Working Group is recommending the formation of a Carpinteria Municipal Library Advisory Commission (Library Advisory Commission) and the adoption of bylaws, attached hereto as Exhibit 1, as a part of the regular and ongoing operation of the Library; and

WHEREAS, the Carpinteria Municipal Library Advisory Commission is intended to be a conduit between the community and the Library, providing advice and feedback between the Library Board of Trustees (Board) and the City Librarian.

NOW, THEREFORE, BE IT RESOLVED as follows:

SECTION 1. The above recitals are true and correct.

SECTION 2. A Carpinteria Municipal Library Advisory Commission is formed and bylaws for its operation, attached hereto as Exhibit 1, are adopted.

SECTION 3. The Carpinteria Municipal Library Advisory Commission shall have the duties and responsibilities described and conduct itself in substantial compliance with the bylaws, attached hereto as Exhibit 1, and as may be amended from time to time.

PASSED, APPROVED AND ADOPTED on the 11th day of October, 2021, by the following vote:

AYES: BOARDMEMBER(S):

NOES: BOARDMEMBER(S):

ABSENT: BOARDMEMBER(S):

ABSTAIN: BOARDMEMBER(S):

ATTEST:

President, Board of Trustees

Acting Secretary, Board of Trustees

I hereby certify that the foregoing resolution was adopted at a regular meeting of the City of Carpinteria Library Board of Trustees held on October 11, 2021.

Acting Secretary, Board of Trustees

APPROVED AS TO FORM:

Jena Shoaf Acos, on behalf of Brownstein
Hyatt Farber Schreck, LLP acting as
City Attorney of the City of Carpinteria

EXHIBIT 1 TO RESOLUTION NO. 6074

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BYLAWS FOR CARPINTERIA MUNICIPAL LIBRARY ADVISORY COMMISSION

Adopted: October 11, 2021

SECTION 1.0 INTRODUCTION

1.1 DEFINITIONS

Library Board of Trustees (Board) – The Library Board of Trustees is composed of the five members of the City Council pursuant to section 2.38.030 of the Carpinteria Municipal Code.

Carpinteria Municipal Library Advisory Commission Chair (Chair) and Vice-Chair (Vice-Chair) – The Chair and Vice-Chair of the Library Advisory Commission shall be appointed by the Commission for two year terms.

The Carpinteria Municipal Library Advisory Commission (Commission) – Advisory Commission to the Library Board of Trustees.

The Carpinteria Municipal Code (CMC) – The Carpinteria Municipal Code is a compilation of the City of Carpinteria's ordinances, including Ordinance No. 747 which established the Carpinteria Municipal Library, Library Board of Trustees, and the Library Division of the Parks, Recreation and Public Facilities Department.

The Parks & Recreation and Facilities Director (Director) – Department Director that manages the Library and the City Librarian.

Carpinteria Municipal Library (Library) – The Carpinteria Municipal Library is authorized pursuant to section 2.38.01 of the Carpinteria Municipal Code.

1.2 PURPOSE

The Carpinteria Municipal Library Advisory Commission (Commission) is intended to be a conduit between the community to provide advice and feedback to the Library Board of Trustees (Board) and the City Librarian. The Commission will review programs and services and make necessary recommendations as they pertain to the provision of these programs and services with the goals of increasing citizen participation and helping to develop consensus for recommendations to the Board.

These guidelines establish the rules and procedures that govern the Commission in order to ensure uniformity and transparency of procedures, fairness to the public and interested parties, and compliance with legal requirements in matters heard by the Commission. The Commission will be supported by the City Librarian and Carpinteria Municipal Library (Library) staff.

1.3 AUTHORITY

The Board adopted Resolution No. 6074 establishing the Commission on October 11, 2021.

1.4 DUTIES & RESPONSIBILITIES

The Commission shall have the duties and responsibilities specified below, acting in an advisory capacity to the Board and City Librarian in matters pertaining to the management, administration, operation, development, improvement and maintenance of the Library, including but not limited to:

- A.** Developing a recommendation to the Board and City Librarian about the Library's vision, mission and values;
- B.** Participating in short- and long-range Library strategic planning, as well as setting goals and objectives;
- C.** Developing a recommendation to the Board about policies and procedures necessary to provide Library services;
- D.** Making recommendations on the delivery of high quality Library programs, facilities and equipment, activities, services and policies;
- E.** Submitting an annual report on the condition of the Library for consideration by the Board and transmittal to the State Library Board on or before August 31 of each year, pursuant to Education Code 18927;
- F.** Receiving input from service area residents, key partners (such as Friends of the Library), and stakeholders concerning the Library and making recommendations on these as needed;
- G.** Engaging the community in public outreach about Library programs and services;
- H.** Ensuring that Library programs and services are provided in an equitable manner through working cooperatively with the City Librarian and Board;
- I.** Providing guidance on fundraising efforts and grants sought by the City Librarian on behalf of the Library;
- J.** Reviewing the budget in order to make recommendations to the Board;
- K.** Assisting in succession planning for new Commission members (Members) by identifying and motivating others to apply and serve when openings occur; and

L. Performing such other duties as may be requested from time to time by the Board, or as may be required by law.

SECTION 2.0 COMPOSITION

2.1 MEMBERS

The Commission shall be composed of five (5) Members representative of the Library service area with an option to expand as needed. Members will be appointed to two year terms. All Members of the Commission shall be appointed through nomination by the Board President and consent of the Board, and shall serve at the pleasure of the Board. The Commission shall invite liaison representatives from the Friends of the Montecito Library, Friends of the Carpinteria Library, and a representative from the office of the County Board of Supervisors First District to attend regular meetings.

Should additional libraries be added to the Carpinteria Library System in the future, additional voting Members will be added to the Commission.

The Board President and Board shall also, through its nomination and appointment process, seek to ensure a Commission that is representative of the Library service area population demographic, library user groups, including underrepresented user groups, and person(s) knowledgeable in library management and operations.

2.2 COMPENSATION

The Commission shall receive compensation as determined by the City Council, established by Resolution.

2.3 QUORUM

Three Members of the Commission shall constitute a quorum. Quorum shall be determined consistent with the Carpinteria Municipal Code (CMC) provisions for City Council meetings. Quorum minimums shall be expanded consistent with the CMC should the Commission's membership be expanded.

2.4 ORGANIZATION

The Commission shall appoint, following nomination and approval, a chair (Chair) and vice-chair (Vice-Chair) of the Commission. The Chair and Vice-Chair shall be so appointed at the first Commission meeting following the start of each new two-year term. The City Librarian, or his or her designee, shall serve as the staff liaison to the Commission.

SECTION 3.0 GENERAL INFORMATION

3.1 MEETING DATES AND LOCATION

The Commission meetings shall occur as follows:

The Commission shall schedule and hold meetings as needed, with a goal of holding a minimum of one regular Commission meeting each month. Commission meetings will be held at the Library Community Room. Special meetings may be called at any time by the Parks and Recreation Director (Director), as long as appropriate notice is given. If a holiday falls on a normal meeting date, the meeting will be held on the same day the following week or at the discretion of the Director. Dates, times, and locations of meetings shall be posted in the usual manner in accordance with the Brown Act.

3.2 AGENDA ORGANIZATION

Agendas shall generally be organized as follows:

- A. Call to Order
- B. Approval of Minutes
- C. Public Comment
- D. Consent Calendar
- E. Discussion/Action Items
- F. Future Agenda Items

Agendas for current meetings, as well for past meetings and minutes, are available on the Internet at <https://carpinteriaca.gov/>.

SECTION 4.0 MEETING CONDUCT

4.1 MEETING CONDUCT

The rules of order which govern the Commission meetings shall be the same as those used by the City Council, unless otherwise provided herein.

4.2 OPEN MEETING LAWS

The conduct of Commission meetings shall be consistent with and Public Meeting laws of the State of California, including but not limited to the Ralph M. Brown Act (Government Code S 54950 et seq.), and any implementing City regulations and policies.

4.3 AGENDA MANAGEMENT

The primary role of the Chair is to ensure meetings are conducted in an orderly, fair and effective manner, including completing meetings within the allotted time. To this end, the Director should consult with the Chair on agenda development to, in part, manage the length of the meeting.

4.4 ETHICS AND CONFLICT OF INTEREST

Commission Members shall comply with all public service ethics laws and conflict of interest laws, including completing required training.

SECTION 5.0 AMENDMENT

5.1 AMENDMENT

The Board may amend or revise these bylaws upon its own motion or upon the recommendation of the Commission.

