City of Carpinteria
City Council Regular Meeting Agenda
Monday, September 11, 2023
Council Chamber, 5775 Carpinteria Avenue, Carpinteria, CA 93013

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

Attendance/Viewing Options:

- Attend the in-person meeting in City Council Chambers at City Hall (5775 Carpinteria Ave.).
- View the meeting live through the City's website https://carpinteriaca.gov/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 both the overall and individual speaker time for any meeting or agenda matter. Typically, the Council's practice has been to limit each speaker to three minutes.
- 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@carpinteriaca.gov, **(PLEASE NOTE NEW PUBLIC COMMENT EMAIL ADDRESS)** or (2) the **eComment** link on the City's agenda website (https://carpinteriaca.gov/city-hall/agendas-meetings/). Please reference the agenda item to which your comment pertains. While written comments become part of the record, they will not be read aloud at 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.

Also, please note that Spanish interpretation will be available at the in-person meeting and through the City's Zoom webinar.

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

COUNCILMEMBER(S) REQUEST FOR REMOTE PARTICIPATION UNDER AB 2449: The City Council may consider Councilmember(s) request to participate in the meeting remotely under the regulations of AB 2449 by making the necessary findings and voting on whether the Councilmember(s) may participate remotely.

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.

INTRODUCTIONS, PROCLAMATIONS AND PRESENTATIONS:

1. Proclamation Declaring September 15, 2023 to October 15, 2023 as Hispanic Heritage Month. *(Requires approval prior to presentation of proclamation.)*

2. Proclamation Proclaiming September 2023 as "Suicide Prevention" Month. *(Requires approval prior to presentation of proclamation.)*

3. Proclamation Designating the Week of September 11 – 17, 2023 as Celebrate Community Week. *(Requires approval prior to presentation of proclamation.)*

4. Carpinteria Valley Museum of History Presentation by Executive Director/Curator Jayme Yahr.

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

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.

a. Planning Commission Actions
b. Status Update on the Work of the City Manager Succession Process Committee
c. Status Update on the Work of the Senior Services Planning Committee
d. Skate Park Video
e. Creek Week

PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA

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. The audio-visual system in the Council Chamber is not available for speaker use during the general Public Comment period.

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.

CONSENT CALENDAR: 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 please do so during the public comment period provided at the beginning of this item.

5. Approve the minutes of the regular meeting held August 28, 2023.

6. Receive and file the Expenditures for the period beginning August 21, 2023 and ending September 1, 2023.

ADMINISTRATIVE MATTERS:

7. Request to Waive Accrued Interest on the Property Lien at 4745 Carpinteria Avenue.

   Recommendation: Deny the request to waive accrued interest in the amount of $8,469.38 on the property lien at 4745 Carpinteria Avenue.

   Staff Presenter: Brian C. Barrett, City Clerk

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

8. Fifth Amendment to Lease with Chevron U.S.A., Inc. for Submerged Pipelines Serving Platforms Gail and Grace, in City Submerged Lands.

   Recommendation: Authorization for the Mayor to execute the Fifth Amendment to the Lease Agreement between the City of Carpinteria and Chevron, that leases the City's submerged lands for two existing submerged oil and gas pipelines to Chevron and extends the term of that lease tree (3) years until September 26, 2026, in order to facilitate Chevron's decommissioning activities, including plugging and abandonment of offshore wells and facilities associated with Platforms Gail and Grace. *(Requires a roll call vote.)*

   Staff Presenter: Aida Thau, Management Analyst II

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

PUBLIC HEARING: NONE

CONSIDERATION OF ANY ITEMS REMOVED FROM CONSENT CALENDAR AND/OR OTHER AGENDA ITEMS REQUESTED TO BE ADVANCED

MATTERS CONTINUED FROM PREVIOUS MEETINGS: NONE

OTHER BUSINESS:

9. Special Event Permit Application for the 2023 California Avocado Festival.

   Recommendation: (1) Approve the Special Event Permit Application for the 2023 California Avocado Festival; (2) Designate the area within the event footprint as a public park during the hours of operation pursuant to Carpinteria Municipal Code Section 10.68.010; and (3) Authorize expenditures for special event law enforcement services and temporary traffic control and street cleaning services. *(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

10. Adoption of Ordinance No. 769 amending Chapter 12.24 and Chapter 10.62 of the Carpinteria Municipal Code to add regulations pertaining to scooter use at the Carpinteria Skate Park, 5781 Carpinteria Avenue.

    Recommendation: Approve on first reading Ordinance No. 769, as read by title only. *(This motion requires reading of ordinance title and a roll call vote.)*

    Staff Presenter: Aida Thau, Management Analyst II

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

11. An urgency ordinance adding Chapter 7.04 ("Just Cause for Termination of Residential Tenancy") to a new Title 7 ("Housing Regulations") of the Carpinteria Municipal Code.

    Recommendation: Approve and adopt Urgency Ordinance No. 770 adding Chapter 7.04 ("Just Cause for Termination of Residential Tenancy") to a new Title 7 ("Housing Regulations") of the Carpinteria Municipal Code. *(This Urgency Ordinance requires a 4/5th affirmative vote to pass.)*

    Staff Presenter: Nick Bobroff, Community Development 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.

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. Appointees to Other Government Agencies

    a. Beach Erosion Authority for Clean Oceans and Nourishment (BEACON) (Solórzano/Alt. Clark)
    b. California Joint Powers Insurance Authority (CJPIA) (Clark/Alt. Alarcon)
    c. Santa Barbara County Association of Governments (SBCAG)(Clark/Alt. Nomura)
    d. Santa Barbara County Air Pollution Control District (APCD)(Clark/Alt. Nomura)
    e. Central Coast Community Energy (3CE) (Nomura/Alt. Goleta)
    f. Santa Barbara Mosquito and Vector Management District (Joe Franken)
    g. Santa Barbara Metropolitan Transit District (Solórzano)

2. Regional Committees

    a. Channel Counties Division, League of California Cities (Nomura/Alt. Alarcon)
    b. Santa Barbara Joint Affordable Housing Task Group (Alarcon & Solórzano)
    c. Santa Barbara County Elected Leaders Forum to Address Homelessness (Clark/Alt. Alarcon)
    d. South Coast Youth Safety Partnership (Solórzano/Alt. Lee)
    e. Multijurisdictional Solid Waste Task Group (Lee/Alt. Alarcon)

3. Joint and Standing Committees

    a. City Council/Economic Vitality Committee (Alarcon & Lee)
    b. City Council/Public Safety Committee (Clark & Nomura)
    c. City Council/School Board Committee (Lee and Alarcon)
    d. City Council/Utilities Committee (Lee & Nomura)
    e. City Council/First District Supervisor Committee (Lee & Solórzano)
    f. City Council Finance/Budget Committee (Alarcon & 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) (PC: To Be Selected by Planning Commission) (ARB: Stein & O'Connor)
i. General Plan and Coastal Plan Update Committee (Joint Committee membership from City Council and Planning Commission) (Lee & Clark) (PC: To Be Selected by Planning Commission)
j. Public Facility Site Acquisition/Development Committee (Clark & Nomura)
k. City Council Boards, Commissions and Committees Interview Committee (Clark & Nomura/ Alt. Lee)

4. Ad Hoc Committees

a. Senior Services Planning Committee (Lee & Solórzano)
b. Civic/Youth Engagement Committee (Lee & Nomura)
c. City Council Housing Element Committee (Clark & Nomura)

5. Appointed Representatives to Area Boards & Committees

a. Community Media Access Center (Gary Dobbins)
b. County Library Advisory Committee (Gail Marshall)

ATTENDANCE OF COUNCILMEMBERS FOR FUTURE MEETINGS

ADJOURNMENT

The next regular City Council meeting will be held September 25, 2023 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 (805) 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, located at 5775 Carpinteria Avenue, Carpinteria, CA 93013 or by going to the City's website at https://carpinteriaca.gov/city-hall/agendas-meetings/.

This agenda was posted on Wednesday, September 6, 2023, in the City Clerk's Office, on the City Hall Public Notices Board, and on the Internet.

PROCLAMATION

A PROCLAMATION OF THE CITY OF CARPINTERIA CITY COUNCIL DECLARING SEPTEMBER 15, 2023 TO OCTOBER 15, 2023 AS HISPANIC HERITAGE MONTH

***WHEREAS**, Hispanic culture constitutes the foundation of the history of the State of California and the Southwest region of the United States, and Latin Americans are justly proud of their rich and diverse cultural heritage, having made positive contributions to the social, artistic, linguistic, and intellectual aspects of our society; and*

***WHEREAS**, generations of proud, hardworking, enterprising Latin Americans have contributed to and have strengthened our communities, with countless achievements and their abiding values in the home and family; and*

***WHEREAS**, Hispanics increasingly impact the political, economic and social growth of our community and state, and constitute approximately 46% of the City's total population, and approximately 40% statewide per the U.S. Census Bureau; and*

***WHEREAS**, as we observe Hispanic Heritage Month, the City encourages all members of the community to recognize the accomplishments and contributions of Hispanics in our community, and the importance of social justice and fair representation for the Hispanic community in all aspects of City life and experience.*

***NOW, THEREFORE**, the City Council of the City of Carpinteria does hereby declare the period September 15, 2023 to October 15, 2023 as*

"HISPANIC HERITAGE MONTH"

in the City of Carpinteria in recognition of the many contributions Hispanics have made to Carpinteria, California and the country, and to promote greater awareness of the rich history and culture of the Hispanic community.

***IN WITNESS THEREOF**, the Mayor hereunto set their hand and caused the official seal of the City of Carpinteria, California, to be affixed this 11th day of September, 2023.*

Al Clark, Mayor
City of Carpinteria

ATTEST:

Brian C. Barrett, CMC, CPMC
City Clerk, City of Carpinteria

A PROCLAMATION OF THE CARPINTERIA CITY COUNCIL PROCLAIMING SEPTEMBER 2023 AS "SUICIDE PREVENTION" MONTH

***WHEREAS**, this Proclamation recognizes suicide as a public health problem, and suicide prevention as a community responsibility, and designates and proclaims the month of September 2023 as "Suicide Prevention Month" and recognizes the need to address suicide prevention on a daily basis. This is in support and recognition of the ongoing need to address issues of anxiety, depression and suicide; and*

***WHEREAS,** mental health experts are firmly convinced that suicide is preventable through awareness, education, support and treatment; and*

***WHEREAS,** the City promotes awareness of the importance of tending to our mental health as it is essential and acknowledges that those living with mental health disabilities are deserving of care, understanding, compassion, and pathways to hope, healing, recovery, fulfillment, and inclusivity; and*

***WHEREAS,** when mental health well-being is centered and promoted, the risk of suicide is decreased; and*

***WHEREAS,** suicide is a serious public health problem that can have lasting harmful effects on individuals, families, and communities. There are many factors that contribute to suicide. The goal of suicide prevention is to reduce the factors that increase risk and increase factors that promote resilience; and*

***WHEREAS,** the suicide risk has become a more significant concern over the past few years as we navigated a global pandemic; adjusted to a new normal; experienced complex trauma, loss, and grief; and endured increased isolation, unemployment, and many other distressing life events; and*

***WHEREAS,** the City emphasizes the importance of the community taking time to center themselves and do the things necessary to prioritize their mental well-being and encourage the community to utilize the tools, education, and resources offered to practice self-care and center mental wellness; and*

***WHEREAS**, the City works collaboratively with Santa Barbara County Department of Behavior Wellness, County Public Health and HopeNet of Carpinteria and appreciates the resources and services they offer to the Carpinteria community in preventing suicide.*

NOW, THEREFORE,** the City Council of the City of Carpinteria does hereby proclaim that September 2023 be known as "**Suicide Prevention Month" and recognize the need to address suicide prevention on a daily basis in the City of Carpinteria.

***IN WITNESS THEREOF**, the Mayor hereunto set their hand and caused the official seal of the City of Carpinteria, California, to be affixed this 11th day of September 2023.*

Al Clark, Mayor
City of Carpinteria

ATTEST:

Brian C. Barrett, CMC, CPMC
City Clerk, City of Carpinteria

PROCLAMATION

A PROCLAMATION OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA DESIGNATING THE WEEK OF SEPTEMBER 11 – 17, 2023 AS "CELEBRATE COMMUNITY" WEEK

WHEREAS, *the Kiwanis International, Lions Club International, Optimist International, and Rotary International service organizations have partnered together in support of Celebrate Community to focus on local community service, and*

WHEREAS, *the aim of Celebrate Community is to encourage service clubs to reach out to one another to work together on projects that improve and benefit local communities; and*

WHEREAS, *in recognition of Celebrate Community, Carpinteria service organizations are planning to partner on local service projects related to health and wellness, food insecurity and hunger, education and literacy, and the environment; and*

WHEREAS, *the City of Carpinteria City Council wishes to recognize the important role local service organizations have in building and maintaining communities by declaring a Celebrate Community Week and by annually displaying on banners in the Downtown "T" the name, motto and/or logo of local service organizations; and*

WHEREAS, *Celebrate Community Week makes a difference by bringing attention to the important work of local service organizations and making positive change in our community and the world through service projects.*

NOW, THEREFORE, *the City Council of the City of Carpinteria does hereby designate the week of September 11 – 17, 2023 as "Celebrate Community Week" and authorizes the display of banners in the Downtown "T" as a part of its recognition of the important work of local service organizations.*

IN WITNESS THEREOF, *the Mayor hereunto set their hand and caused the official seal of the City of Carpinteria, California to be affixed this 11th day of September, 2023.*

Al Clark, Mayor
City of Carpinteria

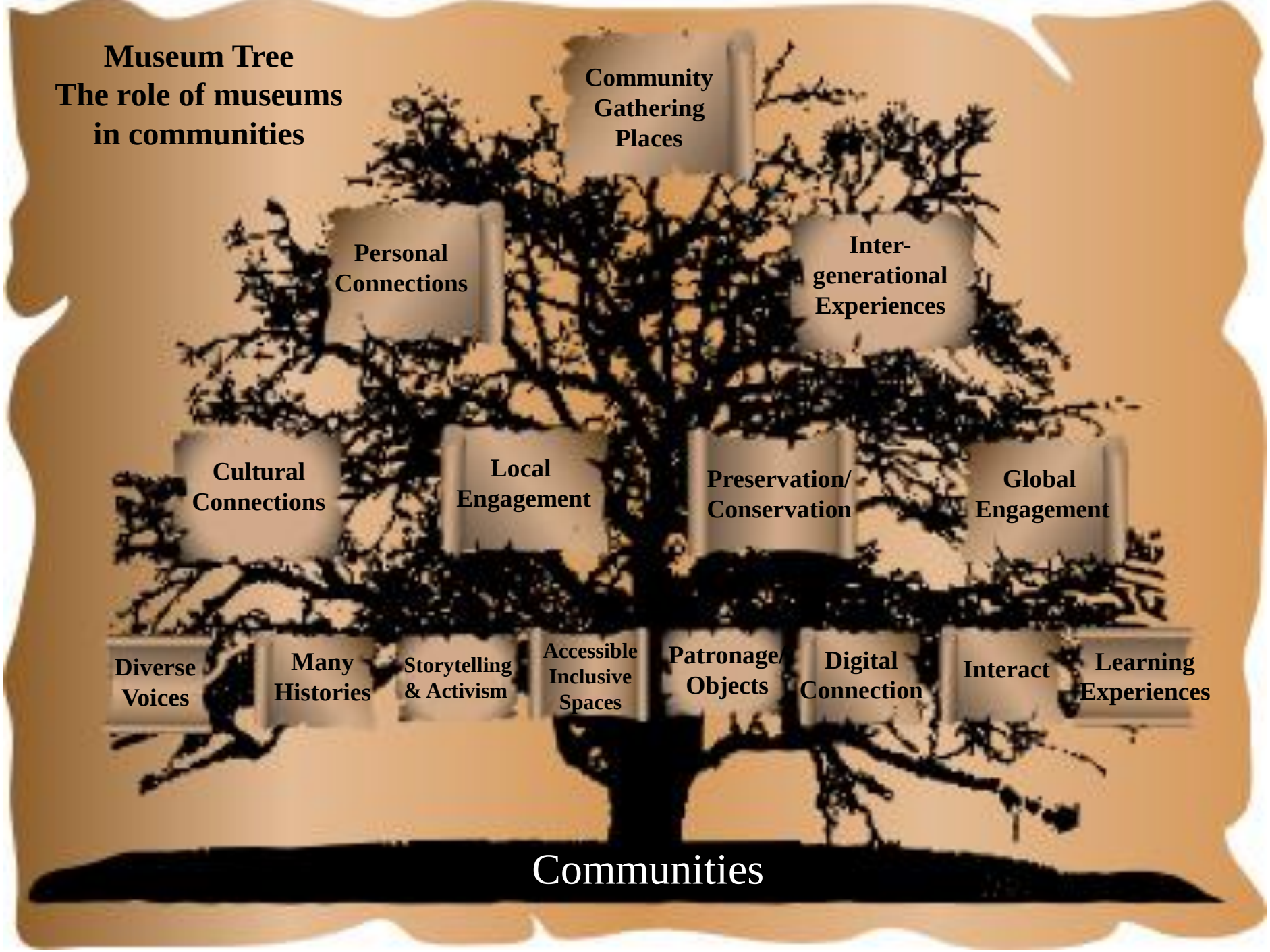
ATTEST:

Brian C. Barrett, CMC, CPMC
City Clerk

Past and Present: A Carpinteria History Museum for the Future

Jayme Yahr
Executive Director/Curator
Carpinteria Valley
Museum of History

jyahr@carpinteriahistoricalmuseum.org


Museum Tree
The role of museums in communities
Community Gathering Places
Personal Connections
Inter-generational Experiences
Cultural Connections
Local Engagement
Preservation/ Conservation
Global Engagement
Diverse Voices
Many Histories
Storytelling & Activism
Accessible Inclusive Spaces
Patronage/ Objects
Digital Connection
Interact
Learning Experiences
Communities

Managing the Museum's Transition Process

Year #1

Creating a foundation for future success

Major building projects:

- Landscape updates
- Building fumigation
- Roof repair (we will need a new roof soon)
- Gate repair
- New office heaters
- New fire alarm system
- New technology…wifi, a credit card system, laptops!
- Cleaning out and organization of office and storage spaces; rethinking our collection storage for the future

Ideas into Action

- **School Tours**
  - Changing Educational Programs—accessibility, inclusivity, diversity, FUN
- **Digitizing Photography and Archives Collection**
  - Accessibility; eliminating physical barriers
- **Shoring up processes and governance**
  - Bylaws revisions
  - Accounting practices and policies
  - Production and mailing of member newsletter
- **Networking and Collaborative Processes**

Embarking on and/or exploring for the 1st time in year #2!

Communication
Emails to members
Reconsidering member benefits
Social media presence

Fundraising and Development
Membership Drive
Corporate Sponsorships
Planned Giving
Grants

Membership Levels and Fees
$15 - Student
$35 - Individual
$50 - Family
$75 - Contributing
$100 - Patron
$150 - Corporate
$250 - Benefactor
$500 - Life (one-time payment)

Events
Exploring the idea of renting museum courtyard/spaces
Considering a lecture series or other event series

Strategic Planning
Changes to Board structure
Defined priorities and goals
Board development

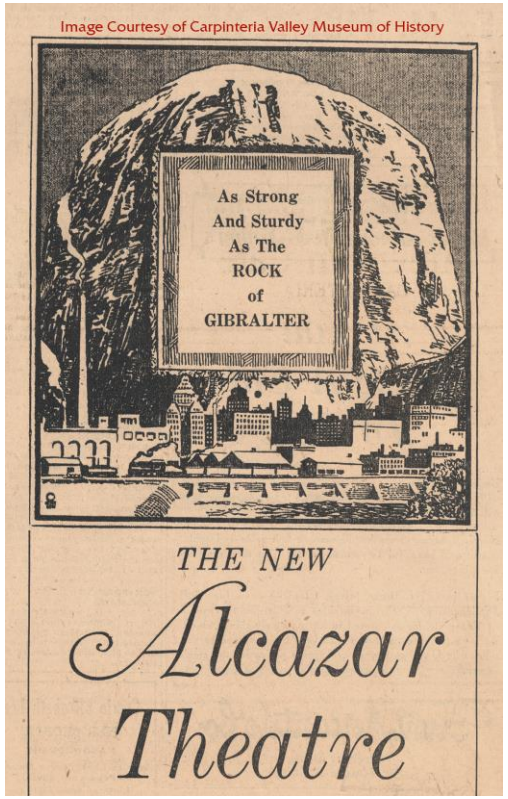
Announcement

OLIVER B. PRICKETT
Announces the Opening of the
ALCAZAR THEATRE
In Carpinteria
FRIDAY NIGHT, APRIL 27th

RAYMOND HATTON, WARNER OLAND
And Others Will Appear On the Stage in Person
Stage Band and Presentations

PREMIER SHOWING OF
BEBE DANIELS'
Latest Comedy Success
"The Fifty-Fifty Girl"
Reserved Seats, One Show at 8 p. m. Admission $1.10

—ALSO—
Opening Dance at
EL CAMINO BALL ROOM
"Atop the Alcazar"
10:30 p. m. to 1 a. m.



Embarking on and/or exploring for the 1st time in year #2!

Exhibitions

New exhibition processes
New curatorial priorities – changing exhibitions
New and diverse voices
New (old) stories and narratives

Collections

Best practices in accepting donations
Best practices in cataloguing
Best practices in storing collections
Digitizing collections records

Educational Opportunities

Family History Days
Expanded school tour options
Outreach to local schools and educational organizations
Partnership programs

Top: Union Grammar and High School
Bottom: Beach Camp, c. 1940s

Carpinteria Valley Museum of History

Volunteer Opportunities

Learn about museums
Work with artifacts
Help with events
Engage with visitors
Give Tours
Gardening
Help with exhibitions
Update computer records
Organize storage spaces
Support local history

Flexible Schedules & School Credit

Visit us at 956 Maple Ave

Contact: Jayme Yahr at jyahr@carpinteriahistoricalmuseum.org or 805-684-3112 if interested!

CARPINTERIA LIBRARY BOARD OF TRUSTEES
5775 Carpinteria Avenue
Carpinteria, CA 93013

REGULAR MEETING AGENDA
MONDAY, SEPTEMBER 11, 2023
5:30 P.M.

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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 the Carpinteria Library Board of Trustees.

4. Presentation of Certificate of Appreciation to Viviana Morales in recognition of her service to the community as a member of the Library Advisory Commission from July 2022 through August 2023.

5. Proclamation Proclaiming September 2023 as "Library Card Sign-Up" Month.

6. Approval of minutes of the regular meeting held July 10, 2023.

7. September 2023 Carpinteria Community Library Report.

8. New Business & Discussion.

9. Adjournment.

The Carpinteria Library Board of Trustees agenda and any associated staff reports will be available on Thursday, September 7, 2023 on the City's Website: https://carpinteriaca.gov/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 September 11, 2023. 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://carpinteriaca.gov/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, City Clerk at brianb@carpinteriaca.gov or (805) 755-4403. Notification two business days prior to the meeting will enable the City to make reasonable arrangements for accessibility to this meeting. This agenda was posted on Wednesday, September 6, 2023, in the City Clerk's Office, on the City Hall Public Notices Board, and on the Internet.

Certificate of Appreciation

The Library Board of Trustees of the City of Carpinteria presents this Certificate of Appreciation to

VIVIANA MORALES

In recognition of your service to the community as a member of the Library Advisory Commission.
(July 2022 – August 2023)

_____
Al Clark, President
Library Board of Trustees

_____
Date

A PROCLAMATION OF THE CARPINTERIA LIBRARY BOARD OF TRUSTEES PROCLAIMING SEPTEMBER 2023 AS "LIBRARY CARD SIGN-UP" MONTH

WHEREAS, *the month of September is recognized as Library Card Sign-Up Month nationwide, and during the month, libraries unite in a national effort to ensure every school aged child signs up for their own library card; and*

WHEREAS, *libraries provide a learning environment that fosters joyful exploration, encouraging all ages to research subjects that they are genuinely curious about; and*

WHEREAS, *librarians create welcoming and inclusive spaces for people of all backgrounds to learn together and engage with one another; and*

WHEREAS, *libraries provide a variety of books and resources to serve everyone in the community, making knowledge and ideas available so that people have the freedom to choose what to read; and*

WHEREAS, *a library card empowers all people to explore new passions and interests; and*

WHEREAS, *libraries are continually transforming to deliver new services that connect closely with community needs.*

NOW THEREFORE, *the Carpinteria Library Board of Trustees hereby proclaims the month of September 2023 as Library Card Sign-Up Month in Carpinteria and encourages all residents to sign up for their own library card today.*

IN WITNESS THEREOF, *the President hereunto set their hand and caused the official seal of the City of Carpinteria, California to be affixed this 11th day of September, 2023.*

Al Clark, President
Carpinteria Library Board of Trustees

ATTEST:

Brian C. Barrett, CMC, CPMC, Secretary
Carpinteria Library Board of Trustees

CARPINTERIA LIBRARY BOARD OF TRUSTEES
5775 Carpinteria Avenue
Carpinteria, CA 93013

REGULAR MEETING MINUTES
MONDAY, JULY 10, 2023

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1. Call to order and roll call.

President Clark called the meeting to order at 5:34 pm.

Boardmembers present:	Boardmember Roy Lee Boardmember Wade T. Nomura Boardmember Mónica J. Solórzano Vice President Natalia Alarcon President Al Clark
Staff members present:	Dave Durflinger, Chief Executive Officer Jody Thomas, City Librarian Brian C. Barrett, Secretary

2. Confirmation of legal noticing and procedural requirements of meeting.

Secretary Barrett acknowledged that all legal noticing and procedural requirements have been met.

3. Public Comment

There was no oral public comment.

Emails distributed: Anonymous

4. Approval of minutes of the regular meeting held June 12, 2023.

Motion by Vice President Alarcon, seconded by Boardmember Solórzano, to approve the minutes of the regular meeting held June 12, 2023. Upon voice vote, the motion carried unanimously.

5. July 2023 Community Library Update.

City Librarian Thomas presented the staff report.

There was no public comment.

The report was received and filed.

6. New Business & Discussion.

There was no new business nor discussion.

7. Adjournment.

President Clark adjourned the meeting at 5:40 pm.

_____
Brian C. Barrett, CMC, CPMC, Secretary

City of Carpinteria

LIBRARY BOARD OF TRUSTEES AGENDA STAFF REPORT
September 11, 2023

ITEM FOR LIBRARY BOARD OF TRUSTEES CONSIDERATION

September 2023 Carpinteria Community Library Report.

STAFF RECOMMENDATION

Receive and file the report.

Sample Motion: I move to receive and file the Carpinteria Community Library report.

BACKGROUND

The Carpinteria Community Library, established by Ordinance 747 June 14, 2021, and added to the Municipal Code, Chapter 2.38, also established a Library Board of Trustees (section 2.38.030) to meet at least once a month.

DISCUSSION

The Library has pivoted to a fall program schedule now that school is back in session. The Library is now open a full day on Mondays, so the daily schedule is more consistent: Monday through Thursday, 9 – 6pm, Friday 9 – 5pm, and Saturdays 10 – 3pm. The Library is open a total of 49 hours a week, which is an increase of four additional hours a week. Homework Help is available Monday through Thursday afternoons.

The Carpinteria Community Library has two MOXI museum passes available for a seven-day checkout with no renewals and they are available only to Carpinteria Library patrons. MOXI: The Wolf Museum of Exploration + Innovation is an interactive science museum for all ages. Each pass is good for two adults and up to five children. MOXI partnered with the Library to make this an affordable addition to our Library of Things. Other items in the Library of Things are the California State Park passes, pickle ball rackets, hot spots for remote internet access, an induction cooktop, and a household energy audit kit.

More than $5000 was spent on Zip Books from the California State Library grant, awarded in Winter of 2022. Through this program, books that were not available from the Library were purchased from Amazon, sent directly to library card holders, and then returned to the library to be added to the collection. The Carpinteria Community Library received another Zip Book grant from the State Library for FY24 in the approximate amount of $5200 to be spent on books that are not otherwise available to patrons.

As part of Senior Socials (a volunteer-led program coordinated through Seniors Inc. with support from the City), a group of seniors have been meeting in the Community Room at the Library on Tuesday and Thursday mornings. Activities include social activities, book discussions, and special programming such as guest speakers.

Due to an unplanned staffing absence, programming and outreach events will be limited for September.

POLICY CONSISTENCY

The Library programs and resources are consistent with the actions of the City Council concerning the establishment of a municipal library.

FINANCIAL CONSIDERATIONS

There are no financial considerations at this time.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

As determined necessary and appropriate, staff consults 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.
2. Direct staff as appropriate.

PRINCIPAL PARTIES EXPECTED AT MEETING

No principal parties expected to attend.

ATTACHMENTS

No attachments

Staff contact: Jody Thomas, City Librarian
(805) 684-4314, jodyt@carpinteriaca.gov

RCB for J. Thomas
Signature

Staff contact: Michael Ramirez
(805) 755-4450, michaelr@carpinteriaca.gov

Signature

Reviewed by: Dave Durflinger, City Manager
(805) 755-4400, daved@carpinteriaca.gov

MR for Dave Durflinger
Signature

MEMORANDUM

Date: **September 6, 2023**

To: **City Council**

From: **Nick Bobroff, Community Development Director**

Subject: **September 5, 2023 Planning Commission Action**

On Tuesday, September 5th, the Planning Commission considered the following hearing requests with all Commissioners in attendance:

1) Howard Residence
   Project # 22-2162-DP/CDP/ARB
   Address: 4818 Dorrance Way
   Applicant: Dylan Chappell, architect, for John Howard
   Planner: Syndi Souter

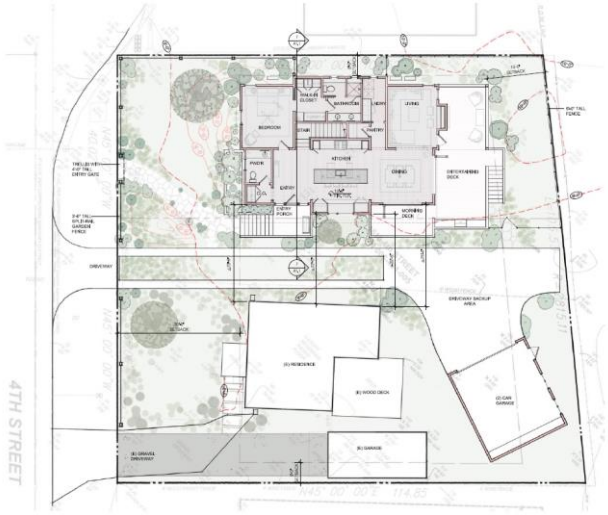
   Hearing at the request of Dylan Chappell, architect, for John Howard, to consider Project 22-2162-DP/CDP/ARB (application filed June 9, 2022) for approval of a Development Plan and a Coastal Development Permit to construct a new 2,197 square-foot two-story single-family residence and a detached 512 square-foot two-car garage with a 446 square-foot workshop above on a vacant lot under the provisions of Carpinteria Municipal Code (CMC) §14.14 – Planned Residential Development District and §14.68 – Development Plan; and to approve an Exemption pursuant to §15303, §15304, and §15332 of the California Environmental Quality Act (CEQA) Guidelines. The application involves APN 003-440-013, addressed as 4818 Dorrance Way.

   The Planning Commission voted 4-0-1 (Benefield abstain) to approve the project as submitted.

2) **Scerni New Residence**
Project # 22-2184-DP/VM/CDP/ARB
Address: 4610 Fourth Street
Applicant: Jeremy Roberts, architect, for Gregg and Beth Scerni
Planner: Syndi Souter

Hearing at the request of Jeremy Roberts, architect, for Gregg and Beth Scerni, to consider Project 22-2184-DP/VM/CDP/ARB for approval of a Development Plan and a Coastal Development Permit to construct a new 2,257 square-foot two-story single-family residence with an 838 square-foot partially-covered deck, and a detached 504 square-foot two-car garage with a storage loft under the provisions of Carpinteria Municipal Code (CMC) §14.14 – Planned Residential Development District and §14.68 – Development Plan; and to approve an Exemption pursuant to §15303, §15304, and §15332 of the California Environmental Quality Act (CEQA) Guidelines. The application involves APN 003-431-005, addressed as 4610 Fourth Street

The Planning Commission voted 4-0-1 (Benefield abstain) to approve the project as submitted.



1. SITE PLAN

1. EXTERIOR ELEVATION (SOUTH)

City of Carpinteria
City Council Minutes
Regular Meeting
Monday, August 28, 2023

In-Person and Virtual

CALL TO ORDER

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

ROLL CALL

Councilmembers present:	Councilmember Roy Lee Councilmember Wade T. Nomura Councilmember Mónica J. Solórzano Vice Mayor Natalia Alarcon Mayor Al Clark
Staff members present:	Dave Durflinger, City Manager Michael Ramirez, Assistant City Manager Mack Carlson, on behalf of Brownstein Hyatt Farber Schreck, LLP acting as City Attorney of the City of Carpinteria Brian C. Barrett, City Clerk Olivia Uribe Mutal, Program Manager John L. Ilasin, Public Works Director Erin Maker, Environmental Program Manager Nick Bobroff, Community Development Director Megan Musolf, Management Intern Aida Thau, Management Analyst II Licette Maldonado, Administrative Services Director Stephon Downes, Management Analyst I Teresa Ilasin, Management Analyst II

PLEDGE OF ALLEGIANCE

Mayor Clark led those present in the salute to the flag.

COUNCILMEMBER(S) REQUEST FOR REMOTE PARTICIPATION UNDER AB 2449:

There were no Councilmember requests for remote participation under AB 2449.

AGENDA MODIFICATIONS: NONE

INTRODUCTIONS, PROCLAMATIONS AND PRESENTATIONS: NONE

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

a. Planning Commission Actions

City Manager Durflinger reported:

- Planning Commission Actions from its meeting of August 7, 2023. He reminded the Council that this memo provides the Council an opportunity to appeal items on the Planning Commission.
- The Architectural Review Board will meet on August 31st at 5:30 pm in the Council Chambers to preliminary review a mixed use project at 4745 Carpinteria Avenue (formerly Sun Coast Rentals). Story poles are currently up at the site.

b. Status Update on the Work of the City Manager Succession Process Committee

Program Manager Uribe Mutal reported:

- The job posting of the City Manager position went live on August 4th and the application deadline is September 12th at the end of the day. So far there are 14 applicants.
- The community survey on the City Manager qualifications has been posted and the survey deadline is September 4th. So far received 118 responses in English and none in Spanish.
- The City Manager Succession Process Committee officially ended once the job posting and community survey went live.
- An update will be provided on the next steps and timeline for the City Manager recruitment at the September 11th Council meeting.

c. Status Update on the Work of the Senior Services Planning Committee

Assistant City Manager Ramirez reported:

- Request for Proposals (RFP) for Consulting Program Design & Implementation Services for the Establishment of An Active Adult / Senior Center and Related Programming was issued for a second time and no responses were received as yet.

- Stakeholders want the interim senior center location at the Vets Hall and there is no opposition to have the program model start as a City run program.
- The 4H brought animals to Gran Vida and did a senior social there where KEYT covered the story.
- Gran Vida is now providing HELP of Carpinteria with a location for their office and parking of vehicles.

d. FEMA Community Rating System

Public Works Director Ilasin reported:

- Residents living in special flood hazard areas will receive a 5% discount on their flood insurance through FEMA's Community Rating System. The discount is not effective yet.
- FEMA is finalizing the paperwork and will be informing local insurance companies and carriers.
- City will send out letters to the affected properties and place notice in the City newsletter and social media.

PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA

Speakers in-person: Linda Lisiecki, Fred Shaw, and Carol Kernahan

Speakers via Zoom: Lisa Guravitz

City Manager Durflinger responded to Ms. Lisiecki's comments about weed abatement at a vacant lot adjacent to the Lagunitas development and noted that staff would look into the matter and determine the appropriate response.

CONSENT CALENDAR:

There was no public comment.

Motion by Councilmember Solórzano, seconded by Councilmember Nomura, to approve the Consent Calendar Item Nos. 1 through 5. The roll call vote was as follows:

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

The motion carried unanimously.

1. Approve the minutes of the regular meeting held July 24, 2023 and the special meeting held July 31, 2023.

2. Receive and file the Expenditures for the period beginning July 15, 2023 and ending August 18, 2023.

3. Receive and file Report of Contracts Executed by the City Manager for the Period of July 18, 2023 through August 21, 2023.

4. Receive and file the Monthly City Treasurer's Report on Compliance with Statement of Safekeeping and Investment of Public Funds for July 2023.

5. Adopt Ordinance No. 768 (second reading), amending Chapters 2.20.070 (Public Works Department) and 2.20.080 (Parks, Recreation, and Public Facilities Departments) in the Carpinteria Municipal Code. *(This motion requires a roll call vote.)*

ADMINISTRATIVE MATTERS:

6. Granting of an Easement to Southern California Edison for Electric Vehicle Infrastructure in City Parking Lot No. 1 along the Elm Avenue frontage.

   Recommendation: Authorize the City Manager to execute the Grant of Easement of approximately 700 square feet to Southern California Edison for the purposes of installation, maintenance and operation of electrical equipment associated with electric vehicle infrastructure in City Parking Lot No. 1

Environmental Program Manager Maker presented the staff report and PowerPoint presentation.

There was no public comment.

Motion by Vice Mayor Alarcon, seconded by Councilmember Nomura, to authorize the City Manager to execute the Grant of Easement of approximately 700 square feet to Southern California Edison for the purposes of installation, maintenance and operations of electrical equipment associated with electric vehicle infrastructure in City Parking Lot No. 1. Upon voice vote, the motion carried unanimously.

7. Real Property License Agreement concerning the Franklin Creek Trail Improvement Project.

   Recommendation: Authorize the City Manager to execute a Real Property License Agreement with the Santa Barbara County Flood Control and Water Conservation District for the Franklin Creek Trail Improvement Project. *(This motion requires a roll call vote.)*

Public Works Director Ilasin presented the staff report and PowerPoint presentation.

There was no public comment.

Motion by Councilmember Lee, seconded by Councilmember Solórzano, to authorize the City Manager to execute a Real Property License Agreement with the Santa Barbara County Flood Control and Water Conservation District for the Franklin Creek Trail Improvement Project. The roll call vote was as follows:

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

The motion carried unanimously.

8. Real Property License Agreement concerning the Carpinteria High School Area Crosswalk Safety Improvements Project.

   Recommendation: Authorize the City Manager to execute a Real Property License Agreement with the Santa Barbara County Flood Control and Water Conservation District for the Carpinteria High School Area Crosswalk Safety Improvement Project. *(This motion requires a roll call vote.)*

Public Works Director Ilasin presented the staff report and PowerPoint presentation.

There was no public comment.

Motion by Vice Mayor Alarcon, seconded by Councilmember Nomura, to authorize the City Manager to execute a Real Property License Agreement with the Santa Barbara County Flood Control and Water Conservation District for the Carpinteria High School Area Crosswalk Safety Improvement Project. The roll call vote was as follows:

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

The motion carried unanimously.

9. Participation in the Sustainable Community Network Program for residential solar and battery storage.

Recommendation: Authorize the City Manager to execute a Program Participation Agreement with Electriq Power, Inc, for the City to participate in the Sustainable Community Network Program.

Environmental Program Manager Maker presented the staff report.

There was no public comment.

Motion by Councilmember Solórzano, seconded by Councilmember Nomura, to authorize the City Manager to execute a Program Participation Agreement with Electriq Power, Inc. for the City to participate in the Sustainable Community Network Program. Upon voice vote, the motion carried unanimously.

10. Sending a comment letter to the County of Santa Barbara regarding its Draft 2023 - 2031 Housing Element Update.

    Recommendation: Approve the letter (Attachment A) to be sent to the County of Santa Barbara regarding the County's Draft 2023 - 2031 Housing Element Update.

Community Development Director Bobroff presented the staff report.

Speakers in-person: Catherine Overman

Motion by Councilmember Solórzano, seconded by Councilmember Nomura, to approve the letter to be sent to the County of Santa Barbara regarding the Draft 2023 – 2031 Housing Element Update.

Councilmember Lee recommended sending a copy of the letter to the California Coastal Commission.

Councilmember Solórzano modified the motion to approve the letter to be sent to the County of Santa Barbara regarding the Draft 2023 – 2031 Housing Element Update and send a copy of the letter to the California Coastal Commission. Councilmember Nomura seconded the modified motion.

Upon voice vote, the modified motion carried unanimously.

PUBLIC HEARING:

11. Annual Review of Fire Protection Mitigation Fee Program. (Continued from July 24, 2023 Council Meeting)

Recommendation: Adopt Resolution No. 6259, approving the update of the Fire Protection Mitigation Fee Schedule for Development and accepting the Carpinteria-Summerland Fire Protection District's Annual Report.

Public Works Director Ilasin introduced Carpinteria-Summerland Fire Protection District Fire Marshal Mike LoMonaco who presented the staff report.

Mayor Clark opened the public hearing at 6:40 pm and being there was no public comment, closed the public hearing at 6:40 pm.

Motion by Councilmember Lee, seconded by Vice Mayor Alarcon, to adopt Resolution No. 6259, as read by title only. Upon voice vote, the motion carried unanimously.

12. Adoption of Resolution No. 6265, initiating amendment of the City's Accessory Dwelling Unit and Junior Accessory Dwelling Unit Regulations, a part of its Local Coastal Program and Zoning Code, in response to recent state Accessory Dwelling Unit legislation.

    Recommendation: Adopt Resolution No. 6265 (Attachment A), initiating amendments to the Carpinteria Local Coastal Program and Chapter 14.72 of Title 14, Zoning, of the Carpinteria Municipal Code, to address recent state Accessory Dwelling Unit legislation.

Community Development Director Bobroff introduced Management Intern Musolf who presented the staff report and PowerPoint presentation.

Mayor Clark opened the public hearing at 6:50 pm and being there was no public comment, closed the public hearing at 6:50 pm.

Motion by Councilmember Solórzano, seconded by Councilmember Nomura, to approve and adopt Resolution No. 6265, initiating amendments to the Carpinteria Local Coastal Program and Chapter 14.72 of Title 14, Zoning, of the Carpinteria Municipal Code, in response to recent state Accessory Dwelling Unit legislation. Upon voice vote, the motion carried unanimously.

CONSIDERATION OF ANY ITEMS REMOVED FROM CONSENT CALENDAR AND/OR OTHER AGENDA ITEMS REQUESTED TO BE ADVANCED: NONE

MATTERS CONTINUED FROM PREVIOUS MEETINGS: NONE

OTHER BUSINESS:

13. Agreement between the Carpinteria Skate Foundation and the City of Carpinteria for Carpinteria skate park youth services.

Recommendation: Authorize the City Manager to execute the agreement with the Carpinteria Skate Foundation.

Management Analyst II Thau presented the staff report and Peter Bonning, representing the Carpinteria Skate Foundation, responded to questions from the Council.

Speakers in-person: Peter Bonning (did not speak) and Julia Mayer

Mayor Clark recommended that the City be named additional insured on the Carpinteria Skate Foundation's insurance policy.

Motion by Councilmember Lee, seconded by Councilmember Nomura, to authorize the City Manager to execute the agreement with the Carpinteria Skate Foundation. Upon voice vote, the motion carried unanimously.

Mayor Clark temporarily recessed to a break at 7:20 pm and reconvened the meeting at 7:30 pm.

14. Annual Report on Law Enforcement Services.

Recommendation: Receive and file report.

Lt. Ugo "Butch" Arnoldi and Commander Brad Welch, both with the Santa Barbara County Sherriff's Office presented the PowerPoint presentation.

There was no public comment.

Motion by Councilmember Lee, seconded by Councilmember Nomura, to receive and file the Annual Report on Law Enforcement Services. Upon voice vote, the motion carried unanimously.

15. 2023 Work Plan Status Report.

Recommendation: Receive and file the 2023 Work Plan Status report.

City Manager Durflinger, Assistant City Manager Ramirez, Program Manager Uribe Mutal, Administrative Services Director Maldonado, Community Development Director Bobroff, Public Works Director Ilasin, and Management Analyst II Thau presented the staff report and PowerPoint presentations.

There was no public comment.

Motion by Councilmember Solórzano, seconded by Councilmember Nomura, to receive and file the 2023 Work Plan status report. Upon voice vote, the motion carried unanimously.

16. Together We Thrive: A Community Resource and Engagement Fair Debrief and Survey Report.

    Recommendation: Receive and file Together We Thrive: A Community Resource and Engagement Fair Debrief and Survey Report.

Program Manager Uribe Mutal presented the staff report and PowerPoint presentation.

There was no public comment.

Motion by Councilmember Solórzano, seconded by Councilmember Nomura, to receive and file the Together We Thrive: A Community Resource and Engagement Fair Debrief and Survey Report. Upon voice vote, the motion carried unanimously.

17. Annual Report on implementation of the City's Sustainable Community Policy.

    Recommendation: Receive and file the Annual Report on the City's Sustainable Community Policy (Resolution No. 5500).

Environmental Program Manager Maker presented the staff report.

There was no public comment.

Councilmember Solórzano recommended the Council create a Council Sustainability Committee.

There was consensus of the Council to direct staff to place on a future agenda the creation of a Council Sustainability Committee.

Motion by Councilmember Solórzano, seconded by Councilmember Nomura, to receive and file the Sustainable Community Policy Annual Report. Upon voice vote, the motion carried unanimously.

18. Rental of Street Sweeping Equipment.

    Recommendation: (1) Authorize the City Manager to enter into a rental agreement with Haaker Equipment Company for street sweeping equipment in an amount not to exceed $94,176 and (2) Appropriate $14,700 for rental of street sweeping equipment. *(This motion requires a roll call vote.)*

Public Works Director Ilasin and Management Analyst I Downes presented the staff report and PowerPoint presentation.

There was no public comment.

Motion by Councilmember Lee, seconded by Councilmember Nomura, to authorize the City Manager to enter into a rental agreement with Haaker Equipment Company for street sweeping equipment in an amount not to exceed $94,176 and to appropriate $14,700 for rental of street sweeping equipment. The roll call vote was as follows:

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

The motion carried unanimously.

19. Amendment to the City Manager Employment Agreement adjusting the annual base wage.

Recommendation: Approve the Ninth Amendment to the Employment Agreement for the City Manager adjusting the annual base wage.

City Manager Durflinger announced he would leave the Council Chambers to avoid any possible perception that he was influencing the Council's deliberations on this item and left the meeting at 9:33 pm.

Management Analyst II Ilasin presented the staff report.

There was no public comment.

Councilmember Solórzano made a motion to approve the ninth amendment to the July 22, 2013, City Manager Employment Agreement and move to approve said ninth amendment increasing the annual base wage from $206,014.36 to ?. The motion died due to a lack of a second.

Discussion ensued on the base wage increase and the Council decided to increase the City Manager's base wage by 9.87% (calculated as 14.87% market rate adjustment for the City Manager position per the Total Compensation Study less 5% market rate adjustment the City Manager received for Fiscal Year 2022-23).

Motion by Councilmember Nomura, seconded by Councilmember Solórzano, to approve the ninth amendment to the July 22, 2013, City Manager Employment Agreement and move to approve said ninth amendment increasing the annual base wage from $206,014.36 to $226,347.98. The roll call vote was as follows:

AYES: Councilmember Lee, Councilmember Nomura, Councilmember Solórzano, Vice Mayor Alarcon, and Mayor Clark

NOES: None
ABSENT: None
ABSTAIN: None

The motion carried unanimously.

Mayor Clark heard Committee Reports, Inquiries and Other Matters Presented by Councilmembers Section before the Legislative Update Section.

COMMITTEE REPORTS, INQUIRIES AND OTHER MATTERS PRESENTED BY COUNCILMEMBERS

Vice Mayor Alarcon reported on her attendance at the Santa Barbara Joint Affordable Housing Task Group on July 27th where there was a presentation on behalf of Life Ark and her attendance at the Santa Barbara County Elected Leaders Forum to Address Homelessness where there was discussion on providing additional affordable housing options to the entire County.

City Manager Durflinger returned to the meeting at 9:46 pm.

LEGISLATIVE UPDATE:

City Manager Durflinger reported on an excerpt from the League of California Cities webpage on action items including Assembly Bill 1484, Senate Bill 423, Assembly Bill 309, and the State Ballot Measure Restricting Voters' Input and Local Taxing Authority.

ATTENDANCE OF COUNCILMEMBERS FOR FUTURE MEETINGS

All Councilmembers are expected to be in attendance at the September 11, 2023 regular City Council meeting.

ADJOURNMENT

Mayor Clark adjourned the meeting at 9:49 pm.

_____
Al Clark, Mayor

ATTEST:

_____
Brian C. Barrett, CMC, CPMC
City Clerk

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
September 11, 2023

ITEM FOR COUNCIL CONSIDERATION

Expenditures for the period beginning August 21, 2023 and ending September 1, 2023.

STAFF RECOMMENDATION

Receive and file Warrant Register for the period of August 21, 2023, through September 1, 2023, 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 is designed to communicate fiscal activity since the prior reporting period.

ATTACHMENTS

Attachment A: Warrant Register for the period beginning August 21, 2023 and ending September 1, 2023.

Staff contact: Brenda Robinson, Accounting Specialist
(805) 755-4442, BrendaR@carpinteriaca.gov

Signature

Staff contact: Licette Maldonado, Admin Services Dir.
(805) 755-4448, LicetteM@carpinteriaca.gov

Signature

Reviewed by: Dave Durflinger, City Manager
(805) 755-4400, DaveD@carpinteriaca.gov

Signature

Warrant Register

Carpinteria, CA

Date Range: 08/21/2023 - 09/01/2023

Vendor Number / Payable #	Vendor Name / Payable Type	Payable Description	Payment Date	Payment Amount	Number
Bank Code: AP Bank-AP Bank					
	JAYNE DIAZ		08/30/2023	(691.61)	729
	JAYNE DIAZ		08/30/2023	691.61	729
INV0004861	Invoice	SEP23 MEDICAL REIMBURSEMENT			
	LARRY DRIGGERS		08/30/2023	691.61	730
INV0004862	Invoice	SEP23 MEDICAL REIMBURSEMENT			
	LARRY DRIGGERS		08/30/2023	(691.61)	730
	MARY ANN COLSON		08/30/2023	691.61	731
INV0004863	Invoice	SEP23 MEDICAL REIMBURSEMENT			
	MARY ANN COLSON		08/30/2023	(691.61)	731
	ALYSSA CHAYASING		08/31/2023	(300.00)	101781
	PLANNING & DEVELOPMENT-COUNTY OF SANTA BARBARA		08/21/2023	(2,308.70)	101833
	MISSIONSQUARE		08/24/2023	6,348.06	101959
INV0004853	Invoice	Deferred Compensation Contribution-Part Time Emp			
INV0004854	Invoice	MissionSquareEmployee Contributions			
INV0004855	Invoice	MISSIONSQUARE Employee Contributions			
	SEIU LOCAL 620		08/24/2023	258.94	101960
INV0004856	Invoice	Employee Union Dues Contribution			
	UNITED WAY OF SANTA BARBARA COUNTY		08/24/2023	24.00	101961
INV0004857	Invoice	Employee United Way Contribution			
	AFLAC		08/24/2023	453.90	101962
847767	Invoice	AUGUST 2023 EMPLOYEE PREMIUMS			
INV0004850	Invoice	AUG21 ANN MEYER PREMIUM			
	AMAZON CAPITAL SERVICES INC		08/24/2023	3,406.90	101963
13HQ-4LX7-T77L	Invoice	ZIP BOOKS-T. SCHMITZ			
13LY-9611-W6HM	Invoice	ZIP BOOKS-E. JACOBSON			
13XQ-CCYT-VVKD	Invoice	ZIP BOOKS-J. CLARK			
147X-6DDF-1V1G	Invoice	ZIP BOOKS-L. HALLIMORE			
14JH-GJK3-G3N9	Invoice	ZIP BOOKS-C. DUGAN			
167G-GPWT-1VFP	Invoice	ZIP BOOKS-N. NICKLAS			
16FY-T1RN-MYDQ	Invoice	ZIP BOOKS-J. GEORGE			
16KX-DJYW-9HFL	Invoice	COMPUTER PRIVACY SCREEN M. OLIVAS			
16VY-PKMP-9JR3	Invoice	BATTERIES FOR BEACH			
1763-VTP4-3HLY	Invoice	ZIP BOOKS-J. HESS			
17F3-XVT1-T1TL	Invoice	BOOKS FOR LIBRARY			
17M9-VWQ6-6N73	Invoice	BOOKS FOR LIBRARY			
17XT-QX4J-M6YW	Invoice	ZIP BOOKS-J. SMART			
19G7-9X97-M1WY	Invoice	ZIP BOOKS-E. WINNEGUTH			
19TK-4QMD-K731	Credit Memo	1 FOLDING TABLE FOR AQUATICS RETURNED			
1C96-3XVG-GTC4	Invoice	ZIP BOOKS-A. ROBERTSON			
1DPF-9QQY-MHF7	Invoice	ZIP BOOKS-M. EDWARDS			
1DX3-TPJK-WQ97	Invoice	ZIP BOOKS-J. LOGGINS			
1DY3-1L9K-MYK3	Invoice	ANNUAL PRIME MEMBERSHIP			
1FHF-F3LQ-7NJ4	Invoice	ZIP BOOKS-D. CAMPBELL			
1J1C-PF4Y-Q4CH	Invoice	ZIP BOOKS-C. KERNOHAN			
1JHJ-GP6F-6YTH	Invoice	GAMES, OFFICE SUPPLIES FOR LIBRARY			
1JHJ-GP6F-X67X	Invoice	BOOKS FOR LIBRARY			
1JQV-MYHR-QFKP	Invoice	2 FOLDING TABLES,12 CHAIRS FOR AQUATICS			
1JQV-MYHR-VVTF	Invoice	ZIP BOOKS-L. GARCIA			
1JWL-GVRN-1V4J	Invoice	ZIP BOOKS-S. EVANS			
1KRV-6M96-LMK1	Invoice	ZIP BOOKS-M. HNESEN			
1LG3-TTDW-6FJD	Credit Memo	ZIP BOOKS-P. SEDANO RETURNED			
1LVV-RHFP-1QNN	Invoice	BOOKS FOR LIBRARY			

1MDH-QTDF-QT4V	Invoice	BOOKS FOR LIBRARY			
1ML3-KPCL-3KRG	Invoice	BOOKS FOR LIBRARY			
1NVT-K1V4-V7NW	Invoice	ZIP BOOKS-H. ARQUILEVICH			
1P46-R99Y-PVJT	Invoice	ZIP BOOKS-L. COX			
1R3D-KLXR-9JT7	Invoice	ZIP BOOKS-R. ALEXANDER			
1RX1-7FCW-KM3N	Credit Memo	1 FOLDING TABLE FOR AQUATICS RETURNED			
1T1D-RL76-3TRY	Invoice	ZIP BOOKS-A. BECKNER			
1T1D-RL76-PYDJ	Invoice	ZIP BOOKS-M. MUNNS			
1THY-YQC9-JJ3M	Invoice	ZIP BOOKS-D. THOMAS			
1VG7-9D6Q-QWJF	Invoice	ZIP BOOKS-B. SAVAGE			
1VG7-9D6Q-QWK9	Invoice	ZIP BOOKS-V. FERNANDEZ			
1VG7-9D6Q-QWXG	Invoice	ZIP BOOKS-L. ROGERS			
1VG7-9D6Q-QWYD	Invoice	ZIP BOOKS-T. SIMBER			
1VG7-9D6Q-R1VF	Invoice	ZIP BOOKS-E. ODOM			
1VG7-9D6Q-R9MN	Invoice	ZIP BOOKS-K. BAUER			
1XH3-QXXL-1TVX	Invoice	PLACTIC FILE FOLDERS, EXPANDING FILE JACKETS			
1YDK-N161-HYPC	Invoice	ZIP BOOKS-A. SALGADO			
1YYP-QFKK-T961	Invoice	ZIP BOOKS-A. SCHIBSTED			
	Void		08/24/2023	-	101964
	Void		08/24/2023	-	101965
	Void		08/24/2023	-	101966
	AMERICAN FOOD CORP		08/24/2023	121.55	101967
892308603	Invoice	SNACKS FOR RESALE AT POOL 3/27/23			
	ASBURY ENVIRONMENTAL SVCS		08/24/2023	100.00	101968
I500-00943423	Invoice	DISPOSAL OF OIL/MIXED OILS 7/11/23			
	CALIFORNIA JPIA		08/24/2023	2,044.00	101969
ENVIR01215	Invoice	FY23-24 POLLUTION LIABILITY INSURANCE			
	CalPERS		08/24/2023	(1,050.00)	101970
	CalPERS		08/24/2023	1,050.00	101970
100000017250950	Invoice	FEES FOR GASB-68 REPORTS & SCHEDULES			
	CANON FINANCIAL SERVICES INC		08/24/2023	1,249.52	101971
31075062	Invoice	AUG23 CHARGES FOR CANON 5760 & B&W 6275			
	CARPINTERIA VALLEY LUMBER CO		08/24/2023	104.42	101972
514219	Invoice	FUSE FOR LIBRARY			
514220	Invoice	HARDWARE FOR SHOP SUPPLIES			
514834	Invoice	GRAY PAINT FOR BATTERY RECYCLING CONTAINERS			
	CITY OF SANTA BARBARA CD-RHMP		08/24/2023	(4,293.00)	101973
	CITY OF SANTA BARBARA CD-RHMP		08/24/2023	4,293.00	101973
INV0004858-WARRANT	Invoice	FY22/23 Q4 RENTAL HOUSING MEDIATION PROGRAM			
	COASTAL VIEW NEWS		08/24/2023	133.00	101974
60235	Invoice	PUBLIC HEARING ADU/JADU AD 8/10/23			
	COM3 CONSULTING INC		08/24/2023	1,958.00	101975
CAB-0623	Invoice	MAR-JUN23 PROJECT MANAGEMENT CARP BRIDGE			
	DLT SOLUTIONS INC		08/24/2023	1,453.80	101976
5194226A	Invoice	FY23-24 ANNUAL SUBSCRIPTION FOR SOFTWARE USAGE			
	ENCOMPASS CONSULTANT GROUP INC		08/24/2023	27,826.45	101977
04747	Invoice	JUL23 ENGINEERING FOR PAVEMENT MAINTENANCE PROJECT			
	EVERSHADE EXTERIOR CLEANING SOLUTIONS		08/24/2023	450.00	101978
10467	Invoice	JUL23 CLEANING OF TRASH CANS AT CARP & LINDEN AVE			
	FOSTER & FOSTER CONSULTING ACTUARIES INC		08/24/2023	1,950.00	101979
28057	Invoice	FY22/23 GASB 68 REPORT FOR CALPERS			
	GRAINGER		08/24/2023	59.23	101980
9798970639	Invoice	MERCURY BULBS FOR SHOP			
	GUARDIAN		08/24/2023	8,599.53	101981
AUG23 PREMIUMS	Invoice	AUG23 PREMIUMS			
	LIEBERT CASSIDY WHITMORE		08/24/2023	5,070.00	101982

244761	Invoice	FY23-24 ERC MEMBERSHIP			
	MAIRANI BENITEZ		08/24/2023	300.00	101983
INV0004852	Invoice	VETS HALL 9/23/23 EVENT DEPOSIT REFUND			
	MISSION UNIFORM SERVICE		08/24/2023	61.48	101984
519844582	Invoice	MAT REPLACEMENT AT POOL 8/14/23			
519844584	Invoice	MAT REPLACEMENT AT LIBRARY 8/14/23			
	OVERDRIVE INC.		08/24/2023	4,637.70	101985
01352CO23283096	Invoice	AUG23 EBOOK/AUDIOBOOK MATERIAL FOR LIBRARY			
01352CO23286413	Invoice	AUG23 EBOOK/AUDIOBOOK MATERIAL FOR LIBRARY			
01352CO23287205	Invoice	AUG23 EBOOK/AUDIOBOOK MATERIAL FOR LIBRARY			
01352DA23195389	Invoice	JUN23 EBOOK/AUDIOBOOK MATERIAL FOR LIBRARY			
01352DA23265689	Invoice	JUL23 EBOOK/AUDIOBOOK MATERIAL FOR LIBRARY			
01352DA23277893	Invoice	AUG23 EBOOK/AUDIOBOOK MATERIAL FOR LIBRARY			
01352DA23288936	Invoice	AUG23 EBOOK/AUDIOBOOK MATERIAL FOR LIBRARY			
	PERFORMANT MANUFACTURING LLC		08/24/2023	431.00	101986
1175	Invoice	SKATE PARK PLAQUES FOR DONORS PLAZA			
	PROFESSIONAL WASH CENTER		08/24/2023	22.50	101987
9280	Invoice	WASH & FOLD LARGE COVER FOR O. URIBE-MUTAL			
	ROCKWELL PRINTING		08/24/2023	49.05	101988
42702	Invoice	AUGUST 23 BUSINESS CARDS N. BOBROFF			
	RRM DESIGN GROUP		08/24/2023	2,793.75	101989
2277-01-0723	Invoice	JUN-JUL23 DOWNTOWN DESIGN OVERLAY PROGRAM SERVICES			
	SANTA BARBARA COUNTY PUBLIC HEALTH DEPT.		08/24/2023	5,685.00	101990
08/14/2023	Invoice	FY24 MANAGEMENT OF TOBACCO RETAILER PROGRAM			
	SO CA EDISON		08/24/2023	35.10	101991
AUG23 700163777874	Invoice	AUG23 ELECTRICITY-6145 CARPINTERIA AVE			
	SUN COAST RENTALS		08/24/2023	430.00	101992
57441	Invoice	SKIDSTEER RENTAL 7/31/23			
	TRANSAMERICA EMPLOYEE BENEFITS		08/24/2023	622.70	101993
2505093118	Invoice	AUG23 EMPLOYEE PREMIUMS			
RECON CORRECTION	Credit Memo	RECON CORRECTION			
RECON CORRECTION-LE	Invoice	UNDERPAYMENT OF L. ESPARZA ON JUN22 BILL			
	TRI-CO REPROGRAPHICS		08/24/2023	145.33	101994
184290	Invoice	SCANNING SMALL FORMAT, FILE RENAME 8/10/23			
184291	Invoice	SCANNING SMALL FORMAT, FILE RENAME 8/10/23			
184351	Invoice	SCANNING COLOR, PDF EXTRACT, BIND REBIND 8/11/23			
184352	Invoice	SCANNING COLOR, PDF EXTRACT, BIND REBIND 8/11/23			
184353	Invoice	SCANNING COLOR, PDF EXTRACT, BIND REBIND 8/11/23			
	VITAL RECORDS CONTROL		08/24/2023	63.50	101995
3668214SBP1	Invoice	JUL23 CONTRACTED SHREDDING SERVICES			
	WAXIE SANITARY SUPPLY		08/24/2023	2,662.71	101996
81887112	Invoice	BATH TISSUE, HAND SOAP, TRASH BAGS			
81893063	Invoice	TRASH BAGS			
81893063CM	Credit Memo	TRASH BAGS - RETURNED			
	WILLIAM WOOD		08/24/2023	207.21	101997
INV0004844	Invoice	PROJECT PL-21-2108 CLOSE OUT			
	YASHICA DIAZ		08/24/2023	250.50	101998
INV0004845	Invoice	VETS HALL EVENT 7/22/23 DEPOSIT REFUND			
	AMAZON CAPITAL SERVICES INC		08/31/2023	1,267.68	101999
141H-QXCM-1HHT	Invoice	BOOKS FOR LIBRARY			
1HWJ-M67F-CH4C	Invoice	BOOKS FOR LIBRARY			
1LKQ-K4M6-MFHW	Invoice	SUPPLIES FOR SKATE PARK OPENING			
1N13-KRXP-NNLY	Invoice	ENVELOPES FOR OFFICE			
1VFY-KVPX-6TQW	Invoice	BOOKS FOR LIBRARY			
	ANIMAL MEDICAL CLINIC		08/31/2023	40.00	102000

341239	Invoice	JUL23 DOG LICENSING ISSUANCE			
	BASIC		08/31/2023	116.84	102001
IN2827141	Invoice	AUG23 MONTHLY FSA ADMIN FEE			
	BIG GREEN CLEANING COMPANY		08/31/2023	375.00	102002
630706	Invoice	CREEK PARK HOMELESS ENCAMPMENT CLEANUP 7/17/23			
	BOB TRAUTZ		08/31/2023	3,000.00	102003
5008	Invoice	AUG23 SKATE PARK SAFETY SIGN INSTALL			
	CANNON		08/31/2023	77,138.45	102004
85377	Invoice	JUL23 VENOCO PIPELINE ABANDONMENT			
85408	Invoice	JUL23 DESIGN SERVICES-700 LINDEN AVE			
85496	Invoice	JUL23 DESIGN SVCS FOR 2022 PAVEMENT REHABILITATION			
85611	Invoice	FEMA CRS APPLICATION SERVICES			
	CARPINTERIA VALLEY LUMBER CO		08/31/2023	202.75	102005
515576	Invoice	MATERIAL FOR EXTENSION CORD REPAIR			
515955	Invoice	MASKING TAPE, HARDWARE FOR VETS HALL			
516277	Invoice	ANT KILLER, BATTERIES			
516456	Invoice	POTTING SOIL, PLIERS FOR LIBRARY			
516457	Credit Memo	POTTING SOIL FOR LIBRARY RETURNED			
516599	Invoice	PAINT SPRAYER CLEANING SUPPLIES			
	CLEAN HARBORS ENVIRONMENTAL SERVICES		08/31/2023	940.90	102006
1004710139	Invoice	BATTERY PACKING & UW SHIPMENT 7/21/23			
	COASTAL VIEW NEWS		08/31/2023	692.00	102007
60221	Invoice	CREEK AD 8/3/23			
60232	Invoice	ABOP AD 8/10/23			
	COUNTY SANITATION COMPANY INC STEWARTS & SELZER PLUMBI		08/31/2023	970.00	102008
62875	Invoice	HYDRO JETTING @ EL CARRO PARK 8/8/23			
62876	Invoice	HYDRO JETTING @ VIOLA FIELDS 8/8/23			
	DCME INC.		08/31/2023	15,302.10	102009
1046	Invoice	JUL23 INSPECTIONS & MANAGEMENT-SKATE PARK			
	ELIZABETH ESTRADA		08/31/2023	300.00	102010
INV0004860	Invoice	VETS HALL EVENT 8/12/23 REFUND			
	FLOWERS & ASSOCIATES INC		08/31/2023	398.00	102011
23-3039	Invoice	JUL23 ENGINEERING SERVICES FOR PALM X CARP AVE			
	GRACENOTE		08/31/2023	73.45	102012
150001718	Invoice	AUG23 LISTING DISTRIBUTION SERVICE			
	GRAINGER		08/31/2023	180.78	102013
9795978296	Invoice	FILTER FOR POOL, PAPER TOWEL DISPENSER VETS HALL			
9798970621	Invoice	DIAMOND WHEEL FLANGE, WRENCH, FLANGE NUT FOR SHOP			
	LIEBERT CASSIDY WHITMORE		08/31/2023	33,164.13	102014
242720-WARRANT	Invoice	PROFESSIONAL LEGAL SERVICES THROUGH 5/31/23			
245078-WARRANT	Invoice	PROFESSIONAL LEGAL SERVICES THROUGH 6/30/23			
246998-WARRANT	Invoice	PROFESSIONAL LEGAL SERVICES THROUGH 6/30/23			
247138	Invoice	PROFESSIONAL LEGAL SERVICES THROUGH 7/31/23			
	MARBORG INDUSTRIES		08/31/2023	901.20	102015
5903686	Invoice	AUG23 RENT PORTABLE RESTROOMS @ PARKING LOT 1			
	MCCORMIX CORP		08/31/2023	239.51	102016
9296	Invoice	FUEL FOR CITY VEHICLES			
	MISSION UNIFORM SERVICE		08/31/2023	787.67	102017
519627254	Invoice	MAT REPLACEMENT, UNIFORM CLEANING 7/10/23			
519802482	Invoice	MAT REPLACEMENT, UNIFORM CLEANING 8/7/23			
519802483	Invoice	TOWEL & MAT REPLACEMENT-CITY HALL 8/7/23			
519844583	Invoice	MAT REPLACEMENT, UNIFORM CLEANING 8/14/23			
519844585	Invoice	TOWEL & MAT REPLACEMENT-CITY HALL 8/14/23			
519886831	Invoice	MAT REPLACEMENT, UNIFORM CLEANING 8/21/23			
519886832	Invoice	TOWEL & MAT REPLACEMENT-CITY HALL 8/21/23			

	MISSIONSQUARE		08/31/2023	12,417.40	102018
INV0004881	Invoice	FY24 DEFERRED COMPENSATION AGREEMENT D. DURFLINGER			
	NGU DRONE PHOTOGRAPHY LLC		08/31/2023	575.00	102019
1011	Invoice	7/19/23 DRONE VIDEO SERVICES			
	RRM DESIGN GROUP		08/31/2023	21,756.00	102020
2911-01-0723	Invoice	JUL23 DESIGN SERVICES FOR FRANKLIN CREEK TRAIL IMP			
	SANTA BARBARA SWIM CLUB		08/31/2023	948.12	102021
INV0004865	Invoice	AUG23 SWIM MEET ENTRY FEES SBSC NOVICE			
	SHOWSCAPES		08/31/2023	11,454.00	102022
38333503	Invoice	IRRIGATION REPAIR HEATH RANCH PARK 6/28/23			
388333498	Invoice	LANDSCAPE PLANTS AT MONTE VISTA PARK 7/5/23			
388333499	Invoice	LANDSCAPE PLANTS AT CITY HALL 7/5/23			
388333502	Invoice	IRRIGATION REPAIR EL CARRO PARK 6/28/23			
388333504	Invoice	IRRIGATION REPAIR DOWNTOWN T 7/7/23			
388333505	Invoice	IRRIGATION REPAIR DOWNTOWN T 7/7/23			
388333506	Invoice	IRRIGATION REPAIR AT HEATH RANCH PARK 7/7/23			
388333507	Invoice	IRRIGATION REPAIR DOWNTOWN T 7/7/23			
388333508	Invoice	IRRIGATION REPAIR AT VIOLA PARK 7/11/23			
388333509	Invoice	IRRIGATION REPAIR DOWNTOWN T 7/11/23			
388333510	Invoice	IRRIGATION REPAIR AT FRANKLIN PARK 7/11/23			
388333511	Invoice	IRRIGATION REPAIR AT AMTRAK PARKING LOT 7/14/23			
388333512	Invoice	IRRIGATION REPAIR AT EL CARRO PARK 7/10/23			
388333513	Invoice	IRRIGATION REPAIR AT FRANKLIN PARK 8/8/23			
388333514	Invoice	IRRIGATION REPAIR AT MONTE VISTA PARK 8/8/23			
388333549	Invoice	IRRIGATION REPAIR AMTRAK PARKING LOT 5/19/23			
388333550	Invoice	IRRIGATION REPAIR AMTRAK PARKING LOT 5/19/23			
388333551	Invoice	IRRIGATION REPAIR TOMO PARK 6/8/23			
388333552	Invoice	IRRIGATION REPAIR VIOLA PARK 5/26/23			
388333553	Invoice	IRRIGATION REPAIR AMTRAK PARKING LOT 4/19/23			
388333554	Invoice	IRRIGATION REPAIR EL CARRO PARK 4/14/23			
388333555	Invoice	IRRIGATION REPAIR MONTE VISTA PARK 4/13/23			
388333556	Invoice	IRRIGATION REPAIR EL CARRO PARK 4/19/23			
388333557	Invoice	IRRIGATION REPAIR LINDEN @ WULLBRANDT 5/10/23			
388333558	Invoice	IRRIGATION REPAIR EL CARRO PARK 5/11/23			
388333559	Invoice	IRRIGATION REPAIR VIOLA PARK 5/10/23			
388333560	Invoice	IRRIGATION REPAIR DOWNTOWN T (LINDEN) 5/8/23			
388333561	Invoice	IRRIGATION REPAIR EL CARRO PARK 5/8/23			
388333562	Invoice	IRRIGATION REPAIR MONTE VISTA PARK 5/5/23			
	Void		08/31/2023	-	102023
	SITEONE LANDSCAPE SUPPLY (ALL AROUND)		08/31/2023	76.93	102024
133141189-001	Invoice	GARDEN HOE ALUMINUM HANDLES FOR PUBLIC WORKS			
	SO CA EDISON		08/31/2023	9,658.03	102025
AUG23 700291369452	Invoice	AUG23 ELECTRICITY-MULTIPLE LOCATIONS			
	STAPLES ADVANTAGE		08/31/2023	193.98	102026
3544564685	Invoice	4 CASES COPY PAPER 8/8/23			
	SWEEPING CORP OF AMERICA		08/31/2023	18,239.07	102027
71893VS	Invoice	JUL23 STREET SWEEPING SERVICE			
	THE FLAG FACTORY		08/31/2023	589.84	102028
32209	Invoice	FLAGS FOR LIFEGUARD TOWER			
	TRAFFIC TECHNOLOGIES LLC		08/31/2023	281.87	102029
44787	Invoice	4-SKATE PARK PARKING SIGNS			
44805	Invoice	2-STREETS SIGN - STEEL PLATES AHEAD			
	TWO TRUMPETS COMMUNICATIONS		08/31/2023	5,550.00	102030
1325	Invoice	JUL23 COMMUNICATIONS SERVICES			
	UNITED STATES LIFESAVING ASSOCIATION		08/31/2023	500.00	102031
3567	Invoice	FALL 2023 USLA CERTIFICATION FOR BEACH LIFEGUARDS			
	WEX BANK (CHEVRON)		08/31/2023	1,517.65	102032
91223895	Invoice	AUG23 FUEL FOR CITY VEHICLES			

	WILLIAMS SCOTSMAN INC.		08/31/2023	447.90	102033
9018522663	Invoice	AUG23 LEASE FOR PARK & REC MOBILE OFFICE			
	JAYNE DIAZ		08/31/2023	691.61	102034
INV0004861	Invoice	SEP23 MEDICAL REIMBURSEMENT			
	LARRY DRIGGERS		08/31/2023	691.61	102035
INV0004862	Invoice	SEP23 MEDICAL REIMBURSEMENT			
	MARY ANN COLSON		08/31/2023	691.61	102036
INV0004863	Invoice	SEP23 MEDICAL REIMBURSEMENT			
	DORRANCE WAY GROUP LLC		08/31/2023	1,618.98	102037
INV0004886	Invoice	RELEASE OF LANDSCAPE BOND			
	HABITAT FOR HUMANITY		08/31/2023	527.79	102038
INV0004882	Invoice	RELEASE OF LANDSCAPE BOND			
	MBJ HOMES INC		08/31/2023	1,618.98	102039
INV0004883	Invoice	RELEASE OF LANDSCAPE BOND			
INV0004884	Invoice	RELEASE OF LANDSCAPE BOND			
INV0004885	Invoice	RELEASE OF LANDSCAPE BOND			
	CalPERS		08/31/2023	1,050.00	DFT0003118
100000017250950-ACH	Invoice	FEES FOR GASB-68 REPORTS & SCHEDULES			
	CalPERS		08/24/2023	249.12	DFT0003120
FY23-24 RETRO-SG, MR	Invoice	FY23-24 RETRO CONTRIBUTIONS-S. GOGGIA & M. ROBERTS			
	CalPERS		08/24/2023	17,470.32	DFT0003121
08/05/23-08/18/23 CLASSIC	Invoice	CLASSIC RETIREMENT 08/05/23-08/18/23 PR17			
	CalPERS		08/24/2023	8,039.67	DFT0003122
08/05/23-08/18/23 PEPRA	Invoice	PEPRA RETIREMENT 08/05/23-08/18/23 PR17			
	INTERNAL REVENUE SERVICE		08/24/2023	31,951.50	DFT0003123
PR17 08/24/23	Invoice	PR17 08/24/23 FEDERAL TAX PAYMENT			
	EDD-SDI		08/24/2023	1,835.58	DFT0003124
PR17 08/24/23	Invoice	PR17 08/24/23 SDI TAXES			
	EDD-SIT		08/24/2023	9,849.40	DFT0003125
PR17 08/24/23	Invoice	PR17 08/24/23 SIT TAXES			

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
September 11, 2023

ITEM FOR COUNCIL CONSIDERATION

Request to Waive Accrued Interest on the Property Lien at 4745 Carpinteria Avenue

STAFF RECOMMENDATION

Deny the request to waive accrued interest in the amount of $8,469.38 on the property lien at 4745 Carpinteria Avenue.

Sample Motion: I move to deny the request to waive accrued interest in the amount of $8,469.38 on the property lien at 4745 Carpinteria Avenue.

BACKGROUND

On November 24, 1980, the City Council adopted Resolution No. 1075 (Attachment A), establishing an interim sidewalk construction policy which would remain in effect until November 24, 1981. The policy applied provisions of Streets and Highways Code Sections 5870 through 5895.1 in the construction of sidewalks and curbs and stated that it was desirable that adjacent property owners, whenever possible, fully participate in the construction of sidewalks and other improvements which benefit their property.

On July 27, 1981, the City Council adopted Resolution No. 1141 (Attachment B), making findings on its own motion to construct certain public improvements, overruling protests and ordering the construction of curbs, gutters, sidewalks and pave-out on the south side of Carpinteria Avenue from Holly Avenue to 250 feet west of Seventh Street. Notice was given of the time and place to hear protests and objections to the proposed improvements in the manner provided by law and the owners of properties abutting the project were noticed by direct mail and invited to comment. The work was completed on June 20, 1983.

On July 25, 1983, the City Council adopted Resolution No. 1334 (Attachment C), confirming the report of the City Manager for the cost of constructing the above mentioned public improvements and levying a special assessment for a proportionate share of the cost of the construction upon the abutting properties. Pursuant to State law, the report of the City Manager was published in the Carpinteria Herald and mailed to each affected property owner of record on July 1, 1983.

Streets and Highways Code Section 5890 states that if an assessment is not paid within five days after its confirmation by the legislative body (City Council), the assessment shall become a lien on the property from the time of recordation of the Notice of Lien and continue until the assessment and all interest thereon is paid, or until it is discharged of record.

Pursuant the terms of Resolution No. 1334 and applicable state law, the City Manager was directed to take such steps as necessary to place a special assessment lien against those properties that failed to timely complete payment. There were a few property owners, including the owner of 4745 Carpinteria Avenue, that did not pay the special assessment and the City Manager recorded a Notice of Lien for those properties in September 1983.

The current property owner of 4745 Carpinteria Avenue, John P. Lizarraga (who describes himself as the son of the property owner initially assessed in 1983), was made aware through the sale of the property, which is currently underway, that a lien against the property in the amount of $3,527.70 exists. The lien also includes a 6% interest per year from September 1, 1983 until the lien has been paid in full. Streets and Highways Code Section 5891 specifies the interest rate shall not exceed 6% per year. The lien was recorded as Instrument No. 83-49182 (Attachment D). The accrued interest has been calculated at $8,469.38, for a total payment of $11,997.08. The City submitted a Demand to Pay In Full to the escrow company in August 2023.

On August 18, 2023, Mr. Lizarraga sent the City a letter requesting the interest be waived (see Attachment E). Mayor Clark has approved placing Mr. Lizarraga's request on the September 11th Council agenda and Mr. Lizarraga has been notified of this Council meeting date for consideration of the request. Escrow closed on the property on September 6, 2023 and the accrued interest has been calculated at $8,469.38, for a total payment of $11,997.08.

The purpose of this agenda matter is for the Council to consider Mr. Lizarraga's request to waive the accrued interest on the property lien at 4745 Carpinteria Avenue.

DISCUSSION

The City has no record of this property lien being paid nor has Mr. Lizarraga provided proof of payment. In his letter, Mr. Lizarraga's claims that neither he nor his family received notice of the property lien and he is requesting the accrued interest be waived. The following evidence supports the City's position that Mr. Lizarraga and his predecessors received adequate notice:

Resolution No. 1141 where the City Council made findings on its own motion to construct certain public improvements, overruling protests and ordering the work done on the south side of Carpinteria Avenue from Holly Avenue to 250 feet west of Seventh Street, states that notice was given of the time and place to hear protests and objections to the proposed improvements in the manner provided by law and that the affected property owners were noticed and invited to comment on this matter.

Resolution No. 1334 which confirmed the report of the City Manager for the cost of constructing the public improvements and levying a special assessment for a proportionate share of the cost of construction upon the abutting properties, states that the report of the City Manager was published in the Carpinteria Herald and mailed to each affected property owner of record on July 1, 1983.

In addition, the recorded Notice of Lien includes a stamp noting that the lien notice was mailed to the debtor (property owner). Staff contacted the County Recorder's Office to see if the County had mailed the notice to the debtor. The County Recorder's Office noted that they would only mail the notice to the debtor if it was requested and it appears the City did request the County mail the Notice of Lien to the debtor. Street and Highway Code section 5892 further states that "[f]rom and after the recording of a notice of lien, all persons shall be deemed to have had notice of the contents thereof."

In light of the stated facts and applicable law, Mr. Lizarraga and his successors had sufficient notice of the lien. Therefore, staff recommends the City Council deny the request to waive the accrued interest on the property lien at 4745 Carpinteria Avenue.

POLICY CONSISTENCY

The proceedings and actions listed in this report are in accordance with Streets and Highways Code Sections 5870 through 5895.1. The City Council has full discretion in whether or not to waive the accrued interest on a property lien.

FINANCIAL CONSIDERATIONS

The amount the City is owed is to cover the initial unpaid capital costs and interest accrued due to the lost revenue. Effectively, non-payment by the property owner served as a City loan to the owner for the cost of the improvements. Not paying interest on the loan would likely constitute a gift of public funds contrary to Section 6 of Article XVI of the California Constitution. With that said, should the Council approve Mr. Lizarraga's request to waive the accrued interest, the City would refund Mr. Lizarraga $8,469.38 of accrued interest and the City would only receive the original lien amount of $3,527.70 which would be applied to General Fund revenue.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

The City followed all procedural requirements spelled out in the Streets and Highways Code Sections 5870 through 5895.1. There are no risk management considerations presented with this report. Waiver of the accrued interest may create a risk of legal challenge on the basis that the Council's action constituted a gift of public funds.

OPTIONS

1. Deny the request to waive accrued interest in the amount of $8,469.38 on the property lien at 4745 Carpinteria Avenue. (Staff Recommendation)

2. Approve the request to waive accrued interest in the amount of $8,469.38 on the property lien at 4745 Carpinteria Avenue.

3. Take no action and direct staff as appropriate.

PRINCIPAL PARTIES EXPECTED AT MEETING

Mr. John P. Lizarraga and/or representatives.

ATTACHMENTS

Attachment A:	Resolution No. 1075
Attachment B:	Resolution No. 1141
Attachment C:	Resolution No. 1334
Attachment D:	Recorded Notice of Lien (Instrument No. 83-49182)
Attachment E:	Request to Waive Accrued Interest on Property Lien for 4745 Carpinteria Avenue

Staff contact: Brian C. Barrett, City Clerk
(805) 755-4403; brianb@carpinteriaca.gov

Brian C. Barrett
Signature

Reviewed by: Dave Durflinger, City Manager
(805) 755-4400, daved@carpinteriaca.gov

Signature

ATTACHMENT A
Resolution No. 1075

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RESOLUTION NO. 1075

A RESOLUTION OF THE CARPINTERIA CITY COUNCIL
ESTABLISHING AN INTERIM SIDEWALK
CONSTRUCTION POLICY

WHEREAS, the need for sidewalks as a safety measure is an established city policy pursuant to Section 15.16.100 of the Carpinteria Municipal Code; and

WHEREAS, sidewalks, as defined in Section 5600 et. seq. of the Streets and Highways Code include curbs, gutters and parkways as well as sidewalks; and

WHEREAS, said improvements add to the value of adjacent public property providing a safe walkway, assist in control of storm waters and improve the ability to keep such areas clean; and

WHEREAS, Streets and Highways Code Sections 5870 through 5895.1 provide a means of constructing such sidewalks; and

WHEREAS, with limited public funding, it is desirable that adjacent property owners, wherever possible, fully participate in the construction of sidewalks and other improvements which benefit their property.

NOW, THEREFORE, the Carpinteria City Council hereby resolves that it shall be the policy of the City to apply the provisions of California Streets and Highways Code Sections 5870 through 5895.1 in the construction of sidewalks and curbs unless otherwise determined by the City Council.

RESOLVED FURTHER, that this policy will remain in effect until November 24, 1981.

PASSED, APPROVED AND ADOPTED this 24th day of November, 1980, by the following called vote:

AYES:	COUNCILMEMBER:	ORGANISTA, LEWIS, LAWRENCE, WULLBRANDT, FUKASAWA
NOES:	COUNCILMEMBER:	NONE
ABSENT:	COUNCILMEMBER:	NONE

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 24th day of November, 1980.

City Clerk, City of Carpinteria

APPROVED AS TO FORM:

City Attorney

ATTACHMENT B
Resolution No. 1141

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RESOLUTION NO. 1141

A RESOLUTION OF THE CARPINTERIA CITY COUNCIL MAKING FINDINGS ON ITS OWN MOTION TO CONSTRUCT CERTAIN PUBLIC IMPROVEMENTS, OVERRULING PROTESTS AND ORDERING THE WORK DONE (SOUTH SIDE OF CARPINTERIA AVENUE, HOLLY AVENUE TO 250 FEET WEST OF 7TH STREET)

WHEREAS, in accordance with City Council Resolution No. 1075 and California Streets and Highways Code Sections 5870 through 5895.1 (as amended) the Carpinteria City Council, on its own motion, requested construction of curbs, gutters, sidewalks and pave-out along the south side of Carpinteria Avenue from Holly Avenue to a point approximately 250 feet west of 7th Street; and

WHEREAS, notice was given of the time and place to hear protests and objections to the proposed improvements in the manner provided by law, as appears from the affidavits and certificates on file in the office of the City Clerk; and

WHEREAS, said matter came on regularly for hearing at the time therein fixed; and

WHEREAS, all written protests and other written communications were publicly read at said meeting and all persons desiring to be heard were fully heard; and

WHEREAS, the affected property owners have been noticed and invited to comment on this matter.

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

1. That the City Council finds that these proceedings have been held pursuant to Sections 5870-5895.1 of the California Streets and Highways Code and Carpinteria City Council Resolution No. 1075.

2. That the designation of the south side of Carpinteria Avenue between Holly Avenue and Reynolds Avenue, a distance of approximately 1487 feet, shall constitute one block; and the south side of Carpinteria Avenue between Reynolds Avenue and Seventh Street, a distance of approximately 230 feet shall constitute a block; and the south side of Carpinteria Avenue between 7th Street and Sandyland Cove Road shall constitute a block by the Superintendent of Streets is hereby ratified and approved.

3. That as a result of the proposed FAU project, more than 50% of each block will be improved with curb, gutter and sidewalk.

4. That the required notice was served and posted as required by law.

5. That the public convenience and necessity requires the installation of such improvements along the frontage of the south side of Carpinteria Avenue between Holly Avenue and approximately 250 feet west of 7th Street.

6. That protests against said improvements were not signed by the required number of owners of the lands to be assessed for the costs and expenses of said work.

7. That said protests be, and each of them are hereby, overruled.

8. That the proposed improvements specifically construction of curbs, gutters, sidewalks, driveways, paveout and related work, is hereby ordered to be done pursuant to City Council Resolution No. 1075.

PASSED, APPROVED AND ADOPTED this 27th day of July, 1981, by the following called vote:

AYES:	COUNCILMEMBER:	ORGANISTA, LEWIS, LAWRENCE, WULLBRANDT, FUKASAWA
NOES:	COUNCILMEMBER:	NONE
ABSENT:	COUNCILMEMBER:	NONE

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 27th day of July, 1981.

City Clerk, City of Carpinteria

APPROVED AS TO FORM:

City Attorney

ATTACHMENT C
Resolution No. 1334

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RESOLUTION NO. 1334

A RESOLUTION OF THE CARPINTERIA CITY COUNCIL
CONFIRMING THE REPORT OF THE CITY MANAGER FOR
THE COST OF CONSTRUCTING CERTAIN PUBLIC IMPROVEMENTS
ON THE SOUTH SIDE OF CARPINTERIA AVENUE BETWEEN
HOLLY AVENUE AND 250 FEET WEST OF SEVENTH STREET
AND LEVYING A SPECIAL ASSESSMENT FOR A PROPORTIONATE
SHARE OF THE COST OF CONSTRUCTION OF SAID IMPROVEMENTS
UPON THE ABUTTING PROPERTIES

WHEREAS, pursuant to Resolution No. 1141, relating to Carpinteria Avenue between Holly Avenue and 250 feet west of Seventh Street adopted July 27, 1981, certain public improvements were ordered to be constructed; and

WHEREAS, said improvements were constructed by the City pursuant to a contract with the County of Santa Barbara, said construction completed on June 20, 1983; and

WHEREAS, pursuant to the above referenced resolutions and The Improvement Act of 1911 of the State of California, the City Manager, as the Street Superintendent, has prepared a report of the cost of said public improvements attached hereto a Exhibit "A"; and

WHEREAS, pursuant to law said report has been published in the Carpinteria Herald and mailed to each affected property owner of record on July 1, 1983, and a public hearing before the City Council was set for Monday, July 25, 1983 at 7:30 P.M.; and

WHEREAS, said public hearing was opened and all interested parties were heard and their comments duly noted by the Council; and

WHEREAS, this City Council has considered all available information relating to these matters.

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

1. That the Report of the City Manager relating to the cost of the subject improvements and proposed assessments as attached hereto as "Exhibit A", and as modified or corrected during this public hearing, is hereby approved and confirmed.

2. That if said assessments are not paid in full in accordance with law, the City Manager is directed to take such steps as necessary to place a special assessment lien against those properties until the special assessment has been paid in full.

PASSED, APPROVED AND ADOPTED this 25th day of July, 1983, by the following called to vote.

AYES:	COUNCILMEMBER:	LEWIS, LAWRENCE, WULLBRANDT, BRELAND, FUKASAWA
NOES:	COUNCILMEMBER:	NONE
ABSENT:	COUNCILMEMBER:	NONE

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 25th day of July, 1983.

City Clerk, City of Carpinteria

APPROVED AS TO FORM:

City Attorney

CITY OF CARPINTERIA

7/25/83

CARPINTERIA AVENUE FAU PROJECT

ASSESSMENT DATA

Assessor's Parcel #	Listed Owner	Front footage affected by Project	$21.38/FF
3-230-11	Carp. Union School Dist.	Exempt	0
3-241-01	M. Trevillian	Exempt	0
ROW	City	65	
3-242-33	A.M. & P. Toye	125	$ 2,672.50
3-242-02	J. Shaw, et al	108	2,309.04
3-242-03	R.G. & L. Price	162	3,463.56
3-242-26	J.I. & C. Escareno	54	1,154.52
3-242-25	J.E. Dominguez, et al	54	1,154.52
3-242-05	R. & R. Garibay	54	1,154.52
3-242-28	D. Goldman Assoc.	54	1,154.52
3-242-27	D. Goldman Assoc.	54	1,154.52
3-242-29	D. Goldman Assoc.	54	1,154.52
3-242-07	M. & C. Ranjel	55	1,175.90
3-242-32	Arbor Investment Co.	242	5,173.96
3-251-21	J.P. & P. Lizarraga	165	3,527.70
3-251-17	J. & E. Gonzales	51	1,090.38
3-251-06	G. Shipman/T. Upton	51	1,090.38
3-251-02	A. & M. Avila	50	1,069.00
3-251-03	J. Morales	57	1,218.66
	TOTAL	1,390 Feet	$29,718.20
	PERCENT OF CITY COST	[illegible]	
	PERCENT OF TOTAL COST	10.8[illegible]	

EXHIBIT A

ATTACHMENT D
Recorded Notice of Lien (Instrument No. 83-49182)

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83-49182

Sep 15 3 43 PM '83

OFFICIAL RECORDS
SANTA BARBARA CO., CALIF.
HOWARD C. MENZEL
CLERK RECORDER

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO

City of Carpinteria
5775 Carpinteria Avenue
Carpinteria, CA 93013

NO FEE REQUIRED PER GOVERNMENT CODE 6103

CITY OF CARPINTERIA
5775 CARPINTERIA AVENUE
CARPINTERIA, CALIFORNIA 93013

NOTICE OF LIEN

Pursuant to the authority vested in me by the Improvement Act of 1911, I did, on the 1st day of February, 19 83, cause the sidewalk or curb to be constructed, and the City Council of the City of Carpinteria did, on the 25th day of July, 19 83, by Resolution No. 1334 assess the cost of such construction upon the real property hereinafter described, and the same has not been paid nor any part thereof, and the said City of Carpinteria does hereby claim a lien on said real property in the sum of Three Thousand Five Hundred Twenty-seven and 70/100 - -dollars ($ 3,527.70), and the same shall be a lien upon said real property until the said sum, with interest at the rate of six percent (6%) per annum from the 1st day of September, 1983, has been paid in full and discharged of record.

The real property hereinbefore mentioned and upon which a lien is claimed, is that certain piece or parcel of land lying and being in the City of Carpinteria, the County of Santa Barbara, State of California, and particularly described as follows, to wit:

Assessor's Parcel No. 3-251-21

Street Address: 4745 Carpinteria Avenue, Carpinteria, CA 93013

Property Owners: John P. and Patricia L. Lizarraga
403 South M Street
Lompoc, CA 93436

*"Lien notice mailed to debtor (*) at [illegible] Govt. Code 27297.5"

Dated this 12th day of September, 19 83.

Superintendent of Streets

ATTACHMENT E

Request to Waive Accrued Interest on Property Lien for 4745 Carpinteria Avenue

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August 18, 2023

City of Carpinteria

5775 Carpinteria Ave.

Carpinteria, CA 93013

Re: 4745 Carpinteria Ave., Carpinteria, CA 93013

Assessor's Parcel No. 3/251-21

To whom it may concern:

My family and I have recently been made aware from our real estate agent, of a Lien that that was filed on the property listed above, during the sale of this property (in process). The lien against the property is in the amount of $3,527.70 for sidewalk improvements done in 1983, 40 years ago.

We have no record of this charge and have never been contacted by the City of Carpinteria prior to this date regarding this charge. This property was inherited, due to the passing of our father in December of 2021.

It is very unlikely that my father did not pay this bill or that I was not aware of this, being a working partner in our family business. It seems unusual that the City of Carpinteria would not have notified his business or him personally over the years regarding this outstanding bill. Please understand we have been unable to find a cancelled check or receipt for this payment being 40 years ago.

I realize that having no proof of payment puts us in a position of responsibility to pay the original amount of $3,527.70, which I am willing to pay. With all due respect I feel charging a 6% interest on these charges is unreasonable. We have never received any notice of these charges, by mail, certified or otherwise and would like to see proof by your records that this took place.

I have attempted to discuss this matter with your city clerk Brian Barrett and his supervisor Licette Maldonado, Administrative Services Director, discussion, and investigation is still in progress.

Please contact me and let me know what your next step may be to assisting with this situation.

Respectfully,

John P. Lizarraga

1401 N O STREET LOMPOC, CA 93436 805-736-6511

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
September 11, 2023

ITEM FOR COUNCIL CONSIDERATION

Fifth Amendment to Lease with Chevron U.S.A., Inc. for Submerged Pipelines Serving Platforms Gail and Grace, in City Submerged Lands.

STAFF RECOMMENDATION

Authorization for the Mayor to execute the Fifth Amendment to the Lease Agreement between the City of Carpinteria and Chevron, that leases the City's submerged lands for two existing submerged oil and gas pipelines to Chevron and extends the term of that lease three (3) years until September 26, 2026, in order to facilitate Chevron's decommissioning activities, including plugging and abandonment of offshore wells and facilities associated with Platforms Gail and Grace.

Sample Motion: I move to authorize the Mayor to approve and execute the proposed Fifth Amendment to the Lease Agreement between the City of Carpinteria and Chevron. *(Requires a roll call vote.)*

BACKGROUND

In 1965, the County granted a 50-year Lease to Standard Oil Company of California allowing the installation and operation of two 10- inch pipelines through the three-mile area of submerged lands within state waters for the transportation of oil and gas from offshore platforms to the Carpinteria onshore processing facility (Pipeline Lease). The Pipeline Lease provides a 50-foot wide corridor for the pipelines.

In 1968, the City of Carpinteria (City) annexed a two-mile portion of the submerged lands that were previously controlled by the County and was consequently granted authority to administer that two-mile area by the State of California to be held in trust for the public. The County retains jurisdiction over the third mile of state submerged lands through which the pipelines run.

Chevron USA, Inc. (Chevron) became the successor in interest to Standard Oil and acceded to its rights in the Pipeline Lease. In or about 2002, the City approved an assignment of the Pipeline Lease to Ellwood Pipeline, Inc. (Ellwood), a subsidiary of

Venoco, Inc. (Venoco). By approving the First Amendment to the Pipeline Lease, the City consented to assignment of all rights and obligations under the Pipeline Lease to Ellwood and Venoco.

The 50-year Pipeline Lease was set to expire on September 27, 2015. Prior to the expiration date, Ellwood submitted a request for a 40-year extension of the Pipeline Lease. Representatives of the City, County, and Ellwood, met on several occasions to discuss various considerations related to Ellwood's request. In order to allow more time to gather information necessary to consider Ellwood's request for a long-term lease, the Council approved, on September 15, 2015, a Second Amendment to the Pipeline Lease granting Ellwood an 18-month extension and, on March 13, 2017, granted an additional 18-month extension by approving the Third Amendment, extending the Pipeline Lease through September 26, 2018.

During the short-term extension periods for the Pipeline Lease, the City's consultant, Robert Brown Engineers (RBE), worked with Ellwood to collect and evaluate information on pipeline integrity, operational safety, and monitoring programs. RBE issued its final report dated December 9, 2016, finding that the pipelines did not pose an immediate risk of failure. The County also obtained an opinion from the Federal Bureau of Safety and Environmental Enforcement (BSEE) about the integrity of the pipelines. On February 10, 2017, BSEE stated that the pipelines were regularly inspected and no problems with the pipelines have been shown. BSEE concluded that, based on recent inspection results, no remedial action or further analysis was required.

On April 17, 2017, Venoco and Ellwood filed for Chapter 11 bankruptcy. City staff and the City Attorney monitored the bankruptcy proceedings and filed two limited objections to protect the City's interests.

Venoco and Ellwood, as debtors in bankruptcy, negotiated a Purchase and Sale Agreement with Chevron whereby Chevron acquired the majority of the assets and properties held by Venoco and Ellwood within the City, including the oil and gas plant site (about 55 acres that includes the Carpinteria Processing Facility (CPF)), the Pipeline Lease and the facilities located within the lease areas. Chevron stated that its purpose in acquiring Venoco's assets and properties was to decommission them in accordance with all applicable laws and regulations.

In 2017, the City Council approved the transfer of the Pipeline Lease from Ellwood/Venoco to Chevron as a part of the transfer of all of the Carpinteria assets to Chevron. The City and Chevron also agreed to an extended Pipeline Lease term of 5 years, to September 26, 2023.

DISCUSSION

The Pipeline Lease between the City and Chevron accommodates two 10-inch pipelines. The liquids line is currently out of service, and has been flushed, pigged[1], and is full of untreated sea water. The gas line conveys natural gas from a SoCalGas service line to Platform Gail to run turbines for power on the platform. Chevron is preparing for the transition of the Platform from continuous to intermittently manned, at which time Chevron will be putting the gas pipeline out of service as well. Once the gas line is put out of service, Chevron does not anticipate restarting use of the gas line.

The proposed Fifth Amendment to the Pipeline Lease would extend the term of the Pipeline Lease three (3) years, to September 26, 2026. This is the period of time Chevron estimates will be necessary to complete the state and federal processes required in order to properly abandon the pipelines. Chevron's decommissioning activities and abandonment of the pipelines will be completed consistent with State and City requirements.

POLICY CONSISTENCY

The purpose of the proposed Fifth Amendment is to extend the Pipeline Lease to Chevron and provide sufficient time for Chevron to properly decommission the oil and gas facilities. In this context, approval of the proposed Fifth Amendment can be found to be in compliance with the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines for Implementation of CEQA, Title 14 of the California Code of Regulations, Section 15261(b), "Ongoing Project," 15301, "Existing Facilities," and 15061(b)(3), "Review for Exemption." The proposed Notices of Exemption, Attachment C, provides a detailed explanation of the facts and evidence supporting the exemptions.

FINANCIAL CONSIDERATIONS

Lease payment obligations under the Pipeline Lease would remain unchanged for the extended Lease term or until Chevron elects to terminate the Leases. The current annual Pipeline Lease rate is $41,808.

Concurrently with the execution of this Fifth Amendment, Chevron will pay to the City a non-refundable fee of five thousand dollars ($5,000) to reimburse City for its cost in preparing and processing this Fifth Amendment. Chevron acknowledges that the fee is not applicable against rent or any other charge or fee under the Lease. Chevron acknowledges that City will bill Chevron separately for staff time or costs that exceed this amount.

---

[1] Pipeline "pigging" is the practice of cleaning and/or inspecting pipelines.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

The City is authorized by law to lease tide and submerged lands for terms of up to 66 years. The Pipeline Lease was originally entered into on or about September 27, 1965, meaning that its cumulative term must expire on or before September 26, 2031 in order to comply with the maximum term limitation under state law. This Fifth Amendment extends the term of the Pipeline Lease to September 26, 2026, which comports with the maximum term limitation.

Pursuant to amendments to the statutes granting tide and submerged lands to the City (Stats. 1978, Ch. 697), approval from the California State Lands Commission is required for leases on tide and submerged lands under the City's control. The City has advised State Lands Commission staff that it has received an extension request from Chevron that is under consideration and will communicate the outcome to the Commission.

OPTIONS

1. Authorize the City Manager to execute the Fifth Amendment to the Lease Agreement with Chevron U.S.A. Inc. (Staff recommendation)

2. The City Council could choose to not approve the recommendation and direct staff as determined appropriate.

PRINCIPAL PARTIES EXPECTED AT MEETING

Kevin Cruz, Land Representative of the West Coast Decommissioning Program for Chevron U.S.A. Inc.

ATTACHMENTS

Attachment A: Fourth Amendment to the Ellwood Pipeline Lease with complete prior lease documents.

Attachment B: CEQA Notices of Exemption – Fourth Amendment

Attachment C: Chevron Letter regarding QLS 958021 – Request Extension of Lease dated September 27, 1965 between County of Santa Barbara and Standard Oil Company of California.

Attachment D: Proposed Fifth Amendment to Lease Agreement for Submerged Pipelines Serving Platforms Gail and Grace, in City Submerged Lands, between the City of Carpinteria and Chevron.

Attachment E: CEQA Notices of Exemption – Fifth Amendment

Staff contact: Aida Thau, Management Analyst II
(805) 755-4432; aidat@carpinteriaca.gov

Signature

Reviewed by: Dave Durflinger, City Manager
(805) 755-4400, daved@carpinteriaca.gov

Signature

ATTACHMENT A

CONSENT TO ASSIGNMENT, ASSUMPTION AND PERFORMANCE, AND FOURTH AMENDMENT TO LEASE

THIS CONSENT TO ASSIGNMENT, ASSUMPTION AND PERFORMANCE, AND FOURTH AMENDMENT TO LEASE ("Fourth Amendment") is made on this 4th day of January, 2018, by and between the **City of Carpinteria**, a general law city ("City" or "Lessor"), and **Chevron U.S.A. Inc.**, a Pennsylvania Corporation ("Chevron" or "Lessee") (City and Chevron are referred to collectively as "Parties"), with reference to the following facts:

A. In 1931, the State of California granted to the County of Santa Barbara, in trust, certain tidelands and submerged lands extending from Sandyland Point to Rincon Creek; and

B. On September 27, 1965, the County entered into a fifty (50) year Lease Agreement (hereinafter "Lease"; the term "Lease" shall include all subsequent amendments described below) with Ellwood's predecessor in interest, Standard Oil Company of California, for a portion of the tidelands and submerged lands, to be used for submerged pipelines and appurtenances; and

C. In 1968, the State of California Legislature adopted Chapter 1044 of the Statutes of 1968 confirming City as the successor in interest to the County in that portion of tide and submerged lands located within City boundaries; and

D. As to the Lease, City is the successor in interest to the County and Chevron U.S.A. Inc. was the successor to Standard Oil Company of California; and

E. By that certain Consent to Assignment of Pipeline Lease and Amendment Thereto between the City and Ellwood, dated January 30, 2002 ("First Amendment"), City consented to the assignment of the Lease by Chevron U.S.A. Inc. to Ellwood Pipeline, Inc. ("Ellwood"), and City and Ellwood agreed to a number of amendments to the Lease; and

F. On or about September 10, 2015, City and Ellwood extended the term of the Lease for a period of eighteen (18) months, through March 26, 2017, and on or about March 13, 2017, extended the term for an additional period of eighteen (18) months, through September 26, 2018, in order to determine the feasibility of a new long-term Lease Agreement; and

G. On or about April 17, 2017, Ellwood filed for Chapter 11 bankruptcy; and

H. Chevron is seeking to acquire the pipelines that are the subject of the Lease from Ellwood through the bankruptcy process, among other oil and gas assets, for the purpose of decommissioning the pipelines and appurtenant facilities; and

I. City is willing to consent to the assignment of the Lease from Ellwood to Chevron for the purpose of Chevron performing the decommissioning and abandonment of the oil and gas platforms, wells, pipelines, and appurtenant facilities, subject to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the promises, covenants, and conditions contained herein, the Parties agree to amend the Lease as follows:

1. **True and Correct Recitals.** The above stated recitals are true and correct, and are incorporated herein by reference.

2. **Consent to Assignment.** City hereby consents to the assignment of the Lease from Ellwood to Chevron. Chevron hereby agrees that there shall be no further assignment, or subletting, without the written consent of City.

3. **Assumption of Performance of Assignee.** Effective upon the closing, as that term is defined in Section 3.01 of the "Purchase and Sale Agreement for the Carpinteria Station Segment and Certain Pipeline Segments by and among Venoco LLC and Ellwood Pipeline, Inc., as Sellers, and Chevron U.S.A. Inc. as Purchaser," and Chevron's acquisition of the Lease, Chevron will assume the Lease, including all subsequent amendments described in the recitals and attached hereto as Attachment One and incorporated herein, and shall faithfully perform, and shall agree to be bound by all of the terms, conditions, and covenants thereof, with the same force and effect as its predecessor in interest, Ellwood. Chevron expressly assumes liability for use of the pipelines described in Paragraph 4 of the Lease, as amended, the contents transported through the pipelines, and the decommissioning and proper abandonment of the pipelines in accordance with all applicable laws and regulations and the Lease.

4. **Process Fee.** Concurrently with the execution of this Fourth Amendment, Chevron shall pay to City a nonrefundable fee of $5,000 to reimburse City for its staff cost in preparing and processing this Fourth Amendment. Chevron acknowledges that the fee is not applicable against rent or any other charge or fee under the Lease. Chevron acknowledges that City will bill Chevron separately for staff time or costs that exceed this amount.

5. **Amendment of Lease.** Effective upon the closing, as defined above, and Chevron's acquisition of the Lease, the Lease shall be amended as follows:

(a) **Paragraph 1** of the Lease shall be deleted in its entirety and replaced with the following:

"1. That the term of this agreement shall commence on September 27, 1965, and shall continue thereafter (unless sooner terminated as hereinafter provided) until September 26, 2023, after which Lessee may seek City's consent for an extension if necessary due to federal requirements to conclude activities described in Paragraph 4."

(b) **Paragraph 4** of the Lease shall be deleted in its entirety and replaced with the following:

"4. The purpose of the Lease is to allow Lessee the right to use the gas pipeline described in Subsection 4.1 below to continue to supply natural gas from shore to fuel electric power generators on Platform Grace and Platform Gail in the federal Santa Clara Unit and to use the oil pipeline described in Subsection 4.2 below to facilitate decommissioning activities including plugging and abandonment ("P&A") of offshore

wells and facilities associated with Platforms Gail and Grace by transporting water mixed with hydrocarbons and mud (waste water) resulting from decommissioning and P&A operations to an onshore tank for proper disposal. Lessee's use of the pipelines will cease once decommissioning and P&A activities conclude, and Lessee will thereafter decommission the pipelines in accordance with all applicable laws and regulations and the Lease. The pipelines are described as follows:

4.1 One (1) ten inch (10") diameter steel pipeline, extending approximately ten thousand five hundred and sixty lineal feet (10,560'), together with all appurtenances necessary to properly operate and maintain the pipeline, for the transportation of dry natural gas, and which lies in a fifty foot (50') wide corridor in, under, along or across the City's submerged lands.

4.2 One (1) ten inch (10") diameter steel pipeline, extending approximately ten thousand five hundred and sixty lineal feet (10,560'), together with all appurtenances necessary to properly operate and maintain the pipeline, for the collection, transportation or distribution of water mixed with hydrocarbons and mud (waste water) resulting from decommissioning and P&A operations, and which lies in a fifty foot (50') wide corridor in, under, along or across the City's submerged lands.

It is understood that all oil and gas production for which the pipelines have previously been in service has ceased, and that integrity tests will have been conducted on both the oil and natural gas pipelines prior to Lessee commencing P&A operations. In the event Lessee desires to transport a different product than permitted herein, or to expand or modify the pipelines, Lessee shall notify the City of its intention a minimum of sixty (60) days in advance of any such change. Upon such notice, City may re-evaluate the terms and conditions of this Lease."

(c) **Paragraph 14** of the Lease shall be amended to replace Lessee's contact information with the following:

"To the Lessee: ATTN: Land Manager
Chevron USA, Inc.
9525 Camino Media
Bakersfield, CA 93311
(661) 654-7000"

6. **Insurance.** This Fourth Amendment shall not be effective until Chevron provides evidence of satisfaction of the insurance requirements required by the Lease.

7. **Lease Remains in Full Force and Effect.** It is expressly understood that in all other respects, the terms and conditions of the original Lease agreement, dated September 27, 1965, the Consent to Assignment of Pipeline Lease and Amendment Thereto, dated January 30, 2002, the Second Amendment to Lease Agreement, dated September 10, 2015, and the Third Amendment to Lease Agreement, dated March 13, 2017, shall remain in full force and effect. The Third Amendment to Lease Agreement, which

includes the Second Amendment, First Amendment, and original Lease as attachments, is attached hereto as Attachment One.

IN WITNESS WHEREOF, CITY and CHEVRON have executed this Fourth Amendment by the respective authorized officers as set forth below to be effective as of the date executed by CITY.

"CITY"
CITY OF CARPINTERIA

By: _____
Fred Shaw, Mayor

Date: 1/4/18

ATTEST:

By: _____
Fidela Garcia, City Clerk

APPROVED AS TO FORM:

By: _____
Dylan Johnson
Brownstein Hyatt Farber Schreck, LLP, acting as City Attorney for the City of Carpinteria

"LESSEE"
CHEVRON U.S.A. INC.

By: _____

Name: J. KEITH COUVILLION

Title: Assistant Secretary

16216371

ATTACHMENT ONE

THIRD AMENDMENT TO LEASE AGREEMENT (WITH ATTACHMENTS)

THIRD AMENDMENT TO LEASE

THIS THIRD AMENDMENT TO LEASE ("Third Amendment") is made March 13th, 2017 by and between the **City of Carpinteria**, a general law city ("City" or "Lessor"), and **Ellwood Pipeline, Inc.** a California Corporation ("Ellwood or Lessee") (City and Ellwood are referred to collectively as "Parties"), with reference to the following facts:

A. In 1931, the State of California granted to the County of Santa Barbara, in trust, certain tidelands and submerged lands extending from Sandyland Point to Rincon Creek; and

B. On September 27, 1965, the County entered into a fifty (50) year Lease Agreement (hereinafter "Lease") with Ellwood's predecessor in interest, Standard Oil Company of California, for a portion of the tidelands and submerged lands, to be used for submerged pipelines and appurtenances; and

C. In 1968, the State of California Legislature adopted Chapter 1044 of the Statutes of 1968 confirming City as the successor in interest to the County in that portion of tide and submerged lands located within City boundaries; and

D. As to the Lease, City is the successor in interest to the County and Chevron U.S.A., Inc. was the successor to Standard Oil Company of California; and

E. By that certain Consent to Assignment of Pipeline Lease and Amendment Thereto between the City and Ellwood, dated January 30, 2002 ("First Amendment"), City consented to the assignment of the Lease by Chevron U.S.A., Inc. to Ellwood, and the Parties further agreed to a number of amendments to the Lease (the term "Lease" shall mean the Lease as amended by the First Amendment, which Lease is attached hereto as Attachment One and incorporated for reference); and

F. On or about September 10, 2015, the Parties extended the term of the Lease for a period of eighteen (18) months, through March 26, 2017, in order to determine the feasibility of a new long-term Lease Agreement; and

G. The Parties desire to extend the term of the Lease for another period of eighteen (18) months, through September 26, 2018, to allow completion of a focused Environmental Impact Report and negotiation of terms for a potential new Lease Agreement, to be supported by the final EIR.

NOW, THEREFORE, in consideration of the promises, covenants, and conditions contained herein, the Parties agree to amend the Lease as follows:

1. **True and Correct Recitals.** The above state recitals are true and correct, and are incorporated herein by reference.

2. **Amendment of Lease.** The Lease shall be amended as follows:

(a) **Paragraph 1** of the Lease shall be deleted in its entirety and replaced with the following:

"1. That the term of this agreement shall commence on September 27, 1965, and shall continue thereafter (unless sooner terminated as hereinafter provided) until September 26, 2018."

(b) **Paragraph 8** of the Lease shall be deleted in its entirety and replaced with the following:

"8. (a) Indemnity. Lessee shall defend, indemnify and save harmless Lessor, its officers, agents and employees from any and all claims, demands, damages, losses, costs, expenses (including attorney's fees), judgments or liabilities connected with, caused by or arising out of this agreement, or any use, operation, or maintenance of the pipelines or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the Lessee or its agents or employees or other independent contractors; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of Lessor. Lessee shall notify Lessor immediately in the event of any accident or injury arising out of or in connection with this agreement.

(b) Insurance. Lessee shall procure and maintain during the term of this agreement the insurance requirements set forth in Exhibit "B," attached hereto and incorporated herein by reference."

(c) **Paragraph 20** of the Lease shall be deleted in its entirety and replaced with the following:

"20. Indemnity for Act of Approving Lease. Lessee shall defend, indemnify, and hold harmless Lessor, including its agents, officers, and employees, from any claim, action, or proceeding against Lessor, including its agents, officers, and employees, to attack, set aside, void, or annul, in whole or in part, Lessor's approval of the Third Amendment to the Lease. Lessor agrees to notify Lessee of any such claim, action, or proceeding promptly after receiving notice of such claim, action, or proceeding, and in no case, more than three days after receiving notice. Lessor agrees to cooperate fully in the defense of any such claim, action, or proceeding.

(d) **Exhibit "B,"** attached hereto and incorporated in the agreement by reference, shall be added to the agreement.

3. **Lease Remains in Full Force and Effect.** It is expressly understood that in all other respects, the terms and conditions of the original Lease agreement, dated September 26,

1965, the Consent to Assignment of Pipeline Lease and Amendment Thereto, dated January 30, 2002, and the Second Amendment to Lease Agreement, dated September 10, 2015, shall remain in full force and effect. The Second Amendment to Lease agreement, which includes the First Amendment and original Lease as attachments, is included herewith as Attachment One.

IN WITNESS WHEREOF, CITY and ELLWOOD have executed this Third Amendment by the respective authorized officers as set forth below to be effective as of the date executed by CITY.

"CITY"
CITY OF CARPINTERIA

By: Fred Shaw
Fred Shaw, Mayor

Date: 3/13/17

ATTEST:

By: Fidela Garcia
Fidela Garcia, City Clerk

APPROVED AS TO FORM:

By: Dylan
Dylan Johnson
Brownstein Hyatt Farber Schreck, LLP, acting as City Attorney for the City of Carpinteria

"LESSEE"
ELLWOOD PIPELINE, INC.

By:

Name: Mike Drecker

Title: President

By: Patrick T. Moran

Name: Patrick T. Moran

Title: Sr. Land Negotiator

EXHIBIT B
INSURANCE REQUIREMENTS

1. Additional Insured – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability and Automobile Liability policies, shall contain endorsements naming LESSOR and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for LESSOR to vicarious liability but shall allow coverage for LESSOR to the full extent provided by the policy.

2. Waiver of Subrogation Rights – LESSEE shall require the carriers of required coverages to waive all rights of subrogation against LESSOR, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit LESSEE and LESSEE's employees or agents from waiving the right of subrogation prior to a loss or claim. LESSEE hereby waives all rights of subrogation against LESSOR.

3. Policies Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by LESSOR.

4. Severability of Interests – LESSEE agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between LESSEE and LESSOR or between LESSOR and any other insured or additional insured under the policy.

5. Proof of Coverage – LESSEE shall furnish Certificates of Insurance to LESSOR evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to LESSOR, and LESSEE shall maintain such insurance from the time LESSEE commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this agreement, LESSEE shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

6. Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of A- VII.

7. Deductibles and Self-Insured Retention - Any and all deductibles or self-insured retentions in excess of $10,000 shall be declared to and approved by LESSOR.

9. Failure to Procure Coverage - In the event that any policy of insurance required under this agreement does not comply with the requirements, is not procured, or is canceled and not replaced, LESSOR has the right but not the obligation or duty to cancel the agreement or

obtain insurance if it deems necessary and any premiums paid by LESSOR will be promptly reimbursed by LESSEE.

10. Insurance Review – Insurance requirements are subject to periodic review by LESSOR. LESSOR may, but is not required to, reduce, waive or suspend any insurance requirements whenever LESSOR determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of LESSOR. In addition, if LESSOR determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, LESSOR may, but is not required to, change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against LESSOR, inflation, or any other item reasonably related to LESSOR'S risk.

    Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this agreement. LESSEE agrees to execute any such amendment within thirty (30) days of receipt.

    Any failure, actual or alleged, on the part of LESSOR to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of LESSOR.

11. Insurance Specifications – LESSEE agrees to provide insurance set forth in accordance with the requirements herein. If LESSEE uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, LESSEE agrees to amend, supplement or endorse the existing coverage to do so.

    Without in any way affecting the indemnity herein provided and in addition thereto, LESSEE shall secure and maintain throughout the Agreement term the following types of insurance with limits as shown:

    A. Workers' Compensation/Employers Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with one million dollars ($1,000,000) limits covering all persons including volunteers providing services on behalf of LESSEE and all risks to such persons under this Agreement.

        If LESSEE has no employees, it may certify or warrant to LESSOR that is does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by LESSOR.

        With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

B. Commercial/General Liability Insurance – LESSEE shall carry General Liability Insurance written on Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, covering all operations performed by or on behalf of LESSEE with limits of not less than one hundred million dollars ($100,000,000) per occurrence and not less than one hundred million dollar ($100,000,000) general aggregate limit.

C. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Form Number CA 00 01 covering any auto (Code 1), or if LESSEE has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than one million ($1,000,000) per accident for bodily injury and property damage.

If LESSEE owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

D. Pollution Liability Coverage – LESSEE shall carry Pollution Liability Coverage with limits of not less than one hundred million ($100,000,000) per occurrence.

E. Umbrella/Excess Liability Insurance – An umbrella (over primary) or excess policy (that includes Pollution Liability Coverage) may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability. LESSEE shall carry Excess Liability Coverage with limits of not less than two hundred million ($200,000,000) per occurrence.

ATTACHMENT ONE

ORIGINAL LEASE AGREEMENT

DEC 1 8 2014

LEASE

THIS LEASE, entered into this 27th day of September, 1965, by and between the COUNTY OF SANTA BARBARA, a body politic and corporate and subdivision of the State of California (hereinafter referred to as "County"), as Lessor, and STANDARD OIL COMPANY OF CALIFORNIA, as Lessee (hereinafter referred to as "Lessee").

For and in consideration of the covenants and agreements of Lessee, County does hereby lease, let and demise unto Lessee, for a term of fifty (50) years, commencing on the date hereof, the following parcel of tide and submerged land situate in said County of Santa Barbara, and more particularly described as follows, to wit:

> A parcel of land fifty (50) feet in width situated in the County of Santa Barbara, State of California, the center line of which is described on the California Coordinate System, Zone 5, as follows:
>
> Beginning at a point having Lambert coordinates of North 325,290 feet, East 1,545,490 feet; thence 40' OH JHC 8/1 South 14° East Grid, 456 feet; thence South 19° ~~60~~ East Grid, 1200 feet; thence South 0° Grid, 810 feet; thence South 10° 40' West Grid, 1000 feet; thence South 21° 20' West Grid, 1000 feet; thence South 32° West Grid, 13,800 feet to platform Hope (Lambert Coordinates, Zone 5 of said platform Hope are North 309,513 feet, East 1,537,980 feet); thence North 81° East Grid, 3780 feet to platform Heidi (Lambert Coordinates, Zone 5 of said platform Heidi are North 310,030 feet, East 1,541,600 feet).

The parties to this agreement do hereby covenant and agree as follows:

1. That the term of this agreement shall commence upon the above recited date of September 27, 1965, and shall continue thereafter

VE00302

(unless sooner terminated as hereinafter provided) until September 27, 2015.

2. Lessee shall pay to the County as consideration for the granting of this Lease, the sum of Thirteen Thousand Six Hundred Twenty Dollars ($13,620.00) upon execution of this agreement, being the total rental for the full term; provided, however, that in the event of termination of this agreement pursuant to Paragraph 12 herein, no portion of said consideration shall be refundable.

3. Lessee will pay to the County the said consideration without deduction, default or delay; and, in the event of failure of the Lessee so to do, or in the event of a breach of any of the other covenants contained within this agreement, or failure to observe the terms, conditions, restrictions or time limitations herein contained, to be kept, performed and observed, it shall be lawful for the County to re-enter into and upon said premises, and to remove all persons and property therefrom, and to repossess and enjoy the herein described premises as in the first and former estate of the County, anything to the contrary herein contained notwithstanding.

4. The described land shall be used during the term hereof only for lawful purposes, namely, for submerged pipe lines and appurtenant facilities.

5. Lessee shall not transfer or assign this Lease, nor sublet said land or any part thereof except upon the prior written consent of the County first had and obtained.

6. County expressly reserves the right to grant easement or crossings in, upon and under said premises, subject to this lease, and nothing herein contained shall be construed as limiting the powers of the County to lease, during the life of this agreement, the hereinabove described lands for any purpose whatsoever not inconsistent or incompatible with the rights or privileges granted to Lessee by this agreement.

7. Lessee shall maintain and keep in good, sound repair all

structures, facilities or appurtenances of Lessee upon the property.

8. Lessee agrees to indemnify the County against any loss, damage, claim, demand or action, caused by, arising out of, or connected with the construction or maintenance by Lessee of structures upon, or the use by the Lessee and/or agents thereof, of said premises.

9. Lessee shall observe and comply with all rules and regulations now promulgated by any agency of the State of California or the County of Santa Barbara having jurisdiction therein and such reasonable rules and regulations as may hereafter be promulgated by any agency of the State of California or the County of Santa Barbara having jurisdiction therein; and the Lessee shall at all times take suitable precautions to prevent pollution and contamination of waters of the Pacific Ocean.

10. County, through its authorized agents, shall have the right at all reasonable times to go upon said premises for the purpose of inspecting the same.

11. All structures, buildings, pipe lines, machinery and facilities placed or erected by Lessee or existing and located upon said premises shall be salvaged and removed by Lessee, at Lessee's sole expense and risk, within ninety (90) days after the expiration of the period of this agreement, or prior to any sooner termination of this agreement, to a depth of fifteen (15) feet at mean low tide or to one hundred fifty (150) feet seaward of the line of mean low tide, whichever is greater; and Lessee in so doing shall restore said premises as nearly as possible to the condition existing prior to the erection or placing of the structures, buildings, pipe lines, machinery and facilities so removed.

12. The Lessee may terminate this agreement upon sixty (60) days' notice of such termination to the County; provided, however, that no such termination shall become effective, and the Lessee shall be fully liable to pay the consideration and for the performance of all other obligations on the part of the Lessee, until said Lessee has fully complied with and has

VE00304

consummated each and all of the provisions of Paragraphs 11 and 13 hereof.

13. Lessee will, on the last day of said term or sooner termination of this agreement, peaceably and quietly leave, surrender and yield up to County, all and singular, the said premises in good order, condition and repair, reasonable use and wear thereof and damage by act of God or the elements excepted; and execute and deliver to County a good and sufficient quitclaim deed to the rights arising hereunder. Should Lessee fail or refuse to deliver to County a quitclaim deed as aforesaid, a written notice by County reciting the failure or refusal of Lessee to execute and deliver said quitclaim deed as herein provided shall, from the date of recordation of said notice, be conclusive evidence against Lessee and all persons claiming under Lessee of the termination of this agreement.

14. All notices herein provided to be given shall be deemed to have been fully given when made in writing and deposited in the United States mail, registered and postage prepaid, addressed as follows:

To the County:

Board of Supervisors
County Court House
Santa Barbara, California

To the Lessee:

Standard Oil Company of California
P. O. Box 606
La Habra, California 90633

The address to which the notices shall be mailed as aforesaid may be changed by written notice as herein provided, but nothing herein contained shall preclude the giving of any such notice by personal service.

15. Time is the essence of each and all the terms and provisions of this agreement, and the terms and provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto; if more than one Lessee is named herein the obligations of said parties herein contained shall be joint and several.

16. This agreement may be terminated or the provisions changed,

altered or amended by mutual consent of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date hereinbefore set forth.

ATTEST:

Clerk

COUNTY OF SANTA BARBARA

By

Chairman, Board of Supervisors

"County"

STANDARD OIL COMPANY OF CALIFORNIA

By

P. L. LACOMBE, Attorney, Land Department
Standard Oil Company of California, Western Operations, Inc., a division of said Company

"Lessee"

VE00306

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA

RESOLUTION NO. 24998

WHEREAS, there has been presented to this Board of Supervisors a Lease dated September 27, 1965 by and between the County of Santa Barbara and Standard Oil Company of California, by the terms of which provision is made for leasing of tide and submerged land situate in County of Santa Barbara; and

WHEREAS, it appears proper and to the best interests of the County that said instrument be executed,

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED that the Chairman and Clerk of the Board of Supervisors be, and they are hereby, authorized and directed to execute said instrument on behalf of the County of Santa Barbara.

Passed and adopted by the Board of Supervisors of the County of Santa Barbara, State of California, this 27th day September, 1965, by the following vote:

Ayes: George M. Clyde, Joe J. Callahan, Daniel G. Grant, F. M. Beattie and Curtis Tunnell

Noes: None

Absent: None

JOE J. CALLAHAN
Chairman, Board of Supervisors

ATTEST:

J. E. LEWIS
Clerk

STATE OF CALIFORNIA)
) ss
County of Santa Barbara)

I, J. E. LEWIS, County Clerk and ex-officio Clerk of the Board of Supervisors in and for the County of Santa Barbara, do hereby certify that the foregoing is a true and correct copy of the original on file and of record in my office.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Seal of said Board to be affixed this [illegible] day of [illegible]

J. E. LEWIS, County Clerk

1.-00

SETTLEMENT AGREEMENT AND MUTUAL LIMITED RELEASE

This Settlement Agreement and Mutual Limited Release (Agreement) is entered into on this 30th day of January, 2002 by and among the City of Carpinteria ("City"), Venoco, Inc., a Delaware corporation and Ellwood Pipeline, Inc., (collectively "Venoco"), and the State of California, State Lands Commission ("SLC"), with reference to the following facts and intentions:

A. City is the successor in interest to the County of Santa Barbara in the certain Lease (the "pipeline lease") dated November 1, 1965. The City is also successor in interest to the County of Santa Barbara in the certain Lease Agreement (the "pier lease") dated September 27, 1965.

B. Chevron U.S.A., Inc., is the successor in interest to the Standard Oil Company of California under the pipeline lease and the pier lease.

C. On or about January 31, 1999, Chevron U.S.A., Inc., sold assets, including the pipeline lease and the pier lease, to Venoco.

D. A dispute (the "dispute") has arisen between the City and Venoco relating to the terms under which the City would consent to the assignment of the pipeline lease and the pier lease from Chevron, U.S.A., Inc., to Venoco. As a result of this dispute, on October 6, 2000, the City initiated an unlawful detainer action (the "unlawful detainer action") against Venoco in the Superior Court for the State of California in the County of Santa Barbara (Action No. 01036744). Thereafter, on October 18, 2000, Ellwood Pipeline, Inc., filed a condemnation action (the "condemnation action") against the City and the SLC in the Superior Court for the State of California in the County of Santa Barbara (Action No. 01036917).

E. The City, SLC and Venoco wish to settle and resolve the dispute and all issues presented in the unlawful detainer action and the condemnation action.

NOW, THEREFORE, the parties agree as follows:

1. Agreement Contingent on Approval by State Lands Commission. This Settlement Agreement and Mutual Limited Release are conditioned upon and shall not be effective until the SLC provides written approval of the contents of the (1) **CONSENT TO ASSIGNMENT OF PIPELINE LEASE AND FIRST AMENDMENT THERETO** and (2) **CONSENT TO ASSIGNMENT OF CASITAS PIER LEASE AND THIRD AMENDMENT THERETO**, copies of which are attached as Exhibits 1 and 2, respectively, hereto.

2. Consent to Assignment of Leases; Amendment of Leases. Immediately upon the parties having received the written approval of the SLC as referenced in Paragraph 1 above, the City and Venoco will entered into the (1) **CONSENT TO ASSIGNMENT OF PIPELINE LEASE AND AMENDMENT THERETO** and (2) **CONSENT TO ASSIGNMENT OF CASITAS PIER LEASE AND THIRD AMENDMENT THERETO**, copies of which are attached as Exhibit 1 and 2, respectively, hereto.

3. **Mutual Limited Release and Compromise.** Except for the party's respective obligations and as otherwise provided in this Agreement, each party on behalf of themselves, their heirs, assigns, directors, trustees, shareholders, officers, elected officials, agents, insurers, employees, partners, representatives, attorneys, guarantors, and all persons or entities acting by, through, and under them, fully compromises, settles, releases and forever discharges the other party and their heirs, assigns, directors, trustees, shareholders, elected officials, officers, agents, insurers, employees, partners, representatives, attorneys, guarantors, and all persons or entities acting by, through, and under them, from any and all action or actions, cause or causes of action, at law or in equity, suits, debts, liens, contracts, agreements, promises, liabilities, claims, demands, obligations, damages, losses, costs, or expenses, including attorneys', paralegal and experts' fees, costs and expenses of any nature, known or unknown, fixed or contingent, which either party may have against the other party by reason of any matter, cause or thing whatsoever from the beginning of time to the date of this Agreement relating to, resulting from or arising out of the dispute, the unlawful detainer action, and the condemnation action (collectively "Claims").

4. **Dismissal.** Immediately after the execution of this Agreement and execution of the lease amendments and consents to transfer, copies of which are attached as Exhibits 1 and 2, the City will dismiss the unlawful detainer action with prejudice, and Venoco will dismiss the condemnation action with prejudice.

5. **Assignment/Transfer.** Each party represents and warrants to the other that there has not been, and that there will not be, any assignment or transfer of any interest in the Claims and each party agrees to indemnify, defend, and hold the other party harmless from and against the Claims, including attorneys' fees and costs incurred by that party which arise out of or relate to any person asserting any such assignment or transfer of the Claims.

6. **Advice and Understanding.** Each party represents and warrants that, in executing this Agreement, each has been advised by and has relied upon independent legal counsel, and that the terms of this Agreement and its consequences have been completely explained by said counsel, and that each party has read and fully understands the terms of this Agreement. Each party further declares and acknowledges that it voluntarily consents to the provisions of this Agreement. Each party desires to preclude forever pursuit of the Claims or recovery arising out of the Claims, except as otherwise provided in this Agreement.

7. **Conditions of Execution.** Each party acknowledges and warrants that its execution of this Agreement is free and voluntary. Furthermore, it is understood and specifically acknowledged by each party that this Agreement is made without reliance upon any statement or representation of any other party not incorporated in this Agreement. It is further understood and acknowledged by each party that this Agreement is a compromise and settlement of disputed claims and in no way constitutes an admission by any party of any fault or liability.

8. **General Provisions.**

a. **Cooperation.** The parties shall, whenever and as often as reasonably requested to do so by the other party, execute, acknowledge and deliver or cause to be executed, acknowledged and delivered any and all documents and instruments as may be necessary, expedient or proper in the

reasonable opinion of the requesting party to carry out the intent and purposes of this Agreement, provided that the requesting party shall bear the cost and expense of such further instruments or documents (except that each party shall bear its own attorneys' fees). In particular, the City and Venoco shall cooperate in obtaining the necessary approvals of the SLC as referenced above, and each party will specifically recommend that the SLC provide such approvals. SLC staff shall immediately undertake all necessary procedures in order to obtain final approvals by the SLC of the above-referenced lease amendments, and shall make all reasonable efforts to obtain such approvals as soon as possible. It is further understood and agreed that SLC staff will specifically recommend that the SLC grant such approvals.

b. **Authority.** The individuals executing this Agreement represent and warrant that they have the authority to enter into this Agreement and to perform all acts required by this Agreement, and that the consent, approval or execution of or by any third party is not required to legally bind either party to the terms and conditions of this Agreement.

c. **Construction.** The provisions of this Agreement should be liberally construed to effectuate its purposes. The language of all parts of this Agreement shall be construed simply according to its plain meaning and shall not be construed for or against either party, as each party has participated in the drafting of this document and had the opportunity to have their counsel review it. Whenever the context and construction so requires, all words used in the singular shall be deemed to be used in the plural, all masculine shall include the feminine and neuter, and vice versa.

d. **Successors and Assigns.** This Agreement shall be binding on and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns.

e. **Governing Law.** The validity and interpretation of this Agreement shall be governed by the laws of the State of California.

f. **Severability.** If any term, provision, covenant or condition of this Agreement is determined to be unenforceable by a court of competent jurisdiction, it is the parties' intent that the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected, impaired or invalidated by such a determination.

g. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

h. **Entire Agreement and Amendment.** This Agreement contains the entire understanding and agreement of the parties with respect to the matters considered, and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature binding except as stated in this Agreement. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded or changed by any oral agreement, course of conduct, waiver or estoppel.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first stated above.

ATTEST:

Jayne Diaz, City Clerk

CITY OF CARPINTERIA

By: Richard E. Shaikey
VME Mayor

Approved as to form:

Jeffery H. Speich,
Hatch and Parent,
Attorney for the City of Carpinteria

STATE OF CALIFORNIA

BY: Paul Thayer
Executive Officer

BILL LOCKYER, Attorney General of the State of California
J. MATTHEW RODRIQUEZ
Senior Assistant Attorney General

BY
JOSEPH C. RUSCONI
Deputy Attorney General
Attorneys for Defendants State of California and State Lands Commission

VENOCO, INC.

BY:
Its: President

BY: Paul D. Thayer
Its: Executive Officer

ELLWOOD PIPELINE, INC.

BY: Ed [illegible]
Its: Vice President

BY: _____
Its: _____

Approved as to form:

Todd A. Amspoker,
Price, Postel & Parma,
Attorneys for Venoco, Inc., and Ellwood Pipeline, Inc.

CONSENT TO ASSIGNMENT OF PIPELINE LEASE AND AMENDMENT THERETO

THIS CONSENT TO ASSIGNMENT OF LEASE AND AMENDMENT THERETO ("First Amendment") is made as of Jan. 30, 2002, by and between the **City of Carpinteria,** a general law city and subdivision of the State of California ("Lessor") and **Ellwood Pipeline, Inc.,** ("Lessee").

This First Amendment is made with reference to the following facts:

A. Lessor is the successor in interest to the County of Santa Barbara in the certain Lease Agreement dated September 27, 1965 ("Lease").

B. Chevron U.S.A., Inc. is the successor in interest to the Standard Oil Company of California under said Lease.

C. In accordance with Paragraph 5 of said Lease, Chevron U.S.A., Inc. has requested Lessor's written consent to assign the Lease to Lessee.

D. Lessor is willing to consent to the assignment of said Lease from Chevron U.S.A., Inc. to Lessee provided the Lease is amended as provided herein.

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

1. **True and Correct Recitals.** The above stated recitals A-D are true and correct and are incorporated into the terms and conditions of this Amendment as set forth in full herein.

2. **Consent of Assignment.** Lessor hereby consents to the assignment of the Lease from Chevron U.S.A., Inc. to Lessee.

3. **Assignment Fee.** Concurrent with the execution of this Amendment, Lessee shall pay to Lessor a nonrefundable fee of Two Thousand Five Hundred Dollars ($2,500.00) to compensate Lessor for its legal and other costs in entering into this First Amendment and processing the assignment described herein. Lessee acknowledges that the fee is not applicable against rent or any other charge or fee under the Lease.

4. **References to County of Santa Barbara.** All references in the Lease to the County of Santa Barbara are hereby changed to the City of Carpinteria.

5. **Amendment of Lease.** The Lease shall be amended as follows:

(a) **Paragraph 2** of the Lease is deleted and the following new paragraph is added in its place:

"2.1 Annual Rent. Lessee shall pay to the Lessor as consideration for the granting of this Lease an annual rental of $ 25,000.00, payable commencing on the first of the month immediately following the date of approval of the State Lands Commission of this First Amendment, ("the Anniversary Date"), and continuing thereafter, on the Anniversary Date of each subsequent year during the term of said Lease; provided, however, that if said Lease is terminated pursuant to paragraph 12 hereof, the annual rent paid in advance shall be refunded to Lessee based upon a proration of the rental amount for the time between the termination and the next following Anniversary Date; further provided, however, if the last Anniversary Date is less than one year prior to September 27, 2015, the annual rental due to be paid on that Anniversary Date shall be prorated for the period from said Anniversary Date through September 27, 2015. Lessor is not entitled to any payment for proration of rent for time periods prior to the Anniversary Date in 2001.

2.2 CPI Adjustment. Beginning on the Anniversary Date in 2003, and continuing every two (2) years thereafter ("Adjustment Date") during the balance of the term of this Lease, the base annual rent of $25,000.00 ("Base Rent") shall be adjusted by the change, if any, from the Consumer Price Index of the Bureau of Labor Statistics of the U. S. Department of Labor, Urban Wage Earners and Clerical Workers, for the Los Angeles-Riverside-Orange County area, All Items (1982-1984=100) for the month which is four months prior to the month in which the 2001 Anniversary Date falls ("2001 Base Index"), herein referred to as "CPI."

The annual rent payable on each Adjustment Date shall be calculated as follows: the Base Rent of $25,000.00 shall be multiplied by a fraction, the numerator of which shall be the CPI for the month which is four months prior to the Adjustment Date, and the denominator of which shall be the CPI for the 2001 Base Index. The sum so calculated shall constitute the new annual rent for the current year which commences on the Anniversary Date in the calendar year in which the Adjustment Date occurs. For example, if the Adjustment Date is August 1, 2003, and the CPI for April 2001 is 176 (2001 Base Index) and the CPI for April 2003 is 184, the annual rent commencing August 1, 2003, would be calculated as follows: $25,000.00 X 184/176 = $26,136.36.

In the event the compilation and/or publication of the CPI shall be transferred to any other governmental department or bureau or agency or shall be discontinued, then the index most nearly the same as the CPI shall be used to make such calculation. In the event that Lessor and Lessee cannot agree on such alternative index, then the matter shall be submitted for decision to the American Arbitration Association in accordance with the then rules of said Association and the decision of the arbitrators shall be binding upon Lessor and Lessee. The cost of said Arbitration shall be paid equally by Lessor and Lessee.

(b) **Paragraph 5** of the Lease is deleted and the following new paragraph is added in its place:

"Lessee shall not transfer or assign this Lease, nor sublet said land or any part thereof except upon the prior written consent of the City first had and obtained. Lessee shall when requesting a transfer or assignment of this Lease pay an application fee of two thousand five hundred dollars ($2,500.00) toward Lessor's administrative and other costs in reviewing and processing the request for transfer or assignment ("Transfer Fee"); provided, however, no Transfer Fee shall be paid if the transfer or assignment is to any affiliate of Lessee. Lessee shall pay the Transfer Fee whether or not Lessor consents to the transfer or assignment."

(c) **Paragraph 8** of the Lease is deleted and the following new paragraph is added in its place:

"**Paragraph 8. (a) Indemnity.** Lessee shall indemnify Lessor against any liability or loss, damage, claim, demand or action caused by, arising out of, or in any way connected with the construction or maintenance by Lessee of the pipeline and appurtenant structures upon, or the use by Lessee or its agents or sub-tenants of, the said premises.

(b) Insurance. Lessee shall obtain and maintain in full force and effect during the term of this Lease comprehensive general liability insurance and property damage insurance, with such coverage and limits not less than **Ten Million Dollars ($10,000,000.00)** combined single limit, insuring Lessee and Lessor against any and all claims or liability arising out of the ownership, use, occupancy, condition or maintenance of the leased parcel and all improvements. The insurance policy or policies shall name Lessor, its officers, elected

officials, employees as insured as to the leased parcel. Lessee shall provide Lessor with a certificate of such insurance and shall keep such certificate current. The policy (or endorsement) must provide that the insurer will not cancel the insured's coverage without thirty (30) days prior written notice to Lessor. Lessor will not be responsible for any premiums or other assessments on the policy. The coverage provided by the insured (Lessee) shall be primary and non-contributing. The insurance coverage specified in this Lease shall remain in effect at all times during the term of the Lease and subsequently until all of the leased parcel has been either accepted as improved by Lessor or restored by Lessee as provided in paragraph 11 of said Lease.

The liability insurance shall apply to and cover bodily injury or property damage to third parties, including legally required clean-up costs, arising out of sudden or accidental pollution incidents."

(d) **Paragraph 14** of the Lease is deleted and the following new paragraph is added in its place:

"14. All notices herein provided to be given shall be deemed to have been fully given when made in writing and deposited in the United States mail, registered and postage prepaid, addressed as follows:

To the Lessor: City of Carpinteria
City Clerk
City Hall
5775 Carpinteria Avenue
Carpinteria, CA 93013

To the Lessee: Ellwood Pipeline, Inc.
c/o Venoco, Inc.
5464 Carpinteria Avenue
Suite J
Carpinteria, CA 93013-1423

The address to which the notices shall be mailed as aforesaid may be changed by written notice as herein provided, but nothing contained shall preclude the giving of any such notice by personal service."

(e) **Paragraph 17** is added as follows:

"17. **Mineral Management Services Report.** Lessee shall inform the Minerals Management Service ("MMS") that MMS shall provide to Lessor, on Lessor's request therefor, copies of any reports submitted to MMS by Lessee, Lessee's agent and consultants, or by any party on Lessee's behalf to the MMS. The foregoing obligation shall only apply to reports which are public information and not protected from disclosure under the federal Freedom of Information Act or the state Public Records Act."

(f) **Paragraph 18** is added as follows:

"18. **Marine Sensitivity Training.** Lessee agrees to continue its current marine sensitivity training program. Lessee shall continue to publish and present to new employees at its Carpinteria Facility the pamphlet attached hereto as Exhibit "A" discussing the marine resources surrounding and adjacent to the leased premises and how to avoid disturbing and injuring those resources. Lessee shall also distribute the pamphlet to its primary contractors doing work on the pipeline, to oil companies using the Casitas Pier and to Seal Watch representatives. Lessee shall update its Marine Sensitivity Training program when reasonably necessary to respond to changes in conditions affecting the marine resources adjacent to the leased premises."

(g) **Paragraph 19** is added as follows:

"19. **Compliance With State Lands Commission's Regulations.** Lessee shall comply with all requirements and safety regulations of the California State Lands Commission as are in effect now or as may be enacted or amended from time to time in the future, with respect to operation of underwater oil and gas pipelines."

6. **Lease Remains in Full Force and Effect.** The Lease, except as amended herein, shall remain in full force and effect for the duration of its term. Both parties hereby agree that this Amendment shall be binding upon the parties, as well as their respective heirs, representatives, successors and assigns. If there is a conflict between the provisions of this Amendment and any provisions of said Lease, the provisions of this Amendment shall be controlling.

7. **Effective Date of First Amendment.** This First Amendment shall be effective on the date of the California State Lands Commission approved this First Amendment, which was January 30, 2002.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date first set forth above.

ATTEST:

Jayne Diaz, City Clerk

CITY OF CARPINTERIA

By: Richard E. Weinberg
Vice Mayor

Approved as to form:

Jeffery H. Speich,
Hatch and Parent, Attorney for
the City of Carpinteria

ELLWOOD PIPELINE, INC.

By Ed Oldsmald
Its: Vice President

By _____
Its: _____

Approved as to form:

Todd A. Amspoker,
Price, Postel & Parma, attorneys for
and Ellwood Pipeline, Inc.

SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE ("Second Amendment") is made September 10, 2015 by and between the **City of Carpinteria**, a general law city ("City" or "Lessor")), and **Ellwood Pipeline, Inc.** ("Ellwood" or "Lessee") (City and Ellwood are referred to collectively as "Parties"), with reference to the following facts:

A. The County of Santa Barbara and Standard Oil Company of California entered into that certain Lease Agreement dated September 27, 1965 for the lease of tide and submerged lands controlled by the County to Standard Oil Company ("Lease").

B. In 1968, the State of California Legislature adopted Chapter 1044 of the Statutes of 1968 confirming City as the successor in interest to the County in that portion of tide and submerged lands located within City's boundaries.

C. As to the Lease, City is the successor in interest to the County and Chevron U.S.A., Inc. is the successor to Standard Oil Company of California.

D. By that certain Consent to Assignment of Pipeline Lease and Amendment Thereto between City and Ellwood, dated January 30, 2002 ("First Amendment"), City consented to the assignment of the Lease by Chevron U.S.A., Inc. to Ellwood and the Parties further agreed to a number of amendments to the Lease (the term "Lease" shall mean the Lease as amended by the First Amendment, which Lease is attached hereto as Exhibit A and incorporated by reference).

E. Paragraph 1 of the Lease provides that the Lease shall continue until September 27, 2015.

F. Paragraph 16 of the Lease provides that the Lease may be amended by mutual consent of the Parties.

G. The Parties desire to enter into this Second Amendment extending the term of the Lease in order to provide adequate time for the Parties to consider and negotiate a possible new lease agreement.

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

1. **True and Correct Recitals.** The above stated recitals are true and correct and are incorporated herein by reference.

2. **Amendment of Lease.** The Lease shall be amended as follows (deletion in strikethrough and addition in underline):

   a. **Paragraph 1** of the Lease is amended as follows:

   "1. That the term of this agreement shall commence upon the above recited date of September 27, 1965, and shall continue thereafter (unless sooner terminated as hereinafter provided) until ~~September 27~~March 26, 2015~~7~~."

   b. **Paragraph 20** of the Lease is added as follows:

"20. Lessee shall defend, indemnify and hold harmless the Lessor, including its agents, officers and employees from any claim, action or proceeding against the Lessor, including its agents, officers and employees, to attack, set aside, void, or annul, in whole or in part, the Lessor's approval of the Second Amendment to the Lease. Lessor agrees to notify the Lessee of any such claim, action or proceeding promptly after receiving notice of such claim, action or proceeding, and in no case, more than three days after receiving notice. Lessor agrees to cooperate fully in the defense of any such claim, action or proceeding."

3. **Lease Remains in Full Force and Effect.** The Lease, except as amended herein, shall remain in full force and effect. The Parties agree that this Second Amendment shall be binding upon the Parties, as well as their respective heirs, representatives, successors, and assigns. If there is a conflict between the provisions of this Second Amendment and any provisions of the Lease, the provisions of this Second Amendment shall control.

4. **Effective Date of Second Amendment.** This Second Amendment shall be effective as of the date set forth above.

IN WITNESS WHEREOF, the Parties have executed this Second Amendment as of the date set forth above.

ATTEST:

Deputy for
Fidela Garcia, City Clerk

CITY OF CARPINTERIA:

Gregg A. Carty
Gregg A. Carty, Mayor

APPROVED AS TO FORM:

Dylan K. Johnson, on behalf of
Brownstein Hyatt Farber Schreck, LLP,
acting as City Attorney for the City of Carpinteria

ELLWOOD PIPELINE, INC.

By: Mike Wracher
Sr. V.P.-So. California Operations

APPROVED AS TO FORM:

By:

Kevin Jones
Risk Management & Insurance

September 14, 2018

City of Carpinteria
5775 Carpinteria Avenue
Carpinteria, California 93013

Attention: Mr. Dylan K. Johnson

Subject: **Offshore Pipeline Lease (CA132.S00021)**
Tract S1284
Self-Insurance Notification

Dear Mr. Johnson:

Chevron U.S.A. Inc. ("Chevron"), is covered for property and liability exposures through a worldwide insurance program with large deductibles. Losses that fall within these deductible levels, including those for which Chevron is contractually liable, are self-administered and paid through the financial resources of Chevron.

This is to confirm that the insurance requirements of the subject agreement fall within Chevron's deductible levels. Therefore, losses for which Chevron is required to insure under the agreement will be covered to the extent of the agreement's minimum insurance requirements and administered as described above.

This further confirms that Workers' Compensation insurance requirements for Chevron are satisfied through insured/self-insured programs depending upon the location of the employee's workplace.

This letter is in lieu of a certificate of insurance and will remain valid until the expiration or earlier termination of the subject agreement (or any renewal thereof).

Sincerely,

Kevin Jones

cc: Dylan K. Johnson
Brownstein Hyatt Farber Schreck, LLP
1020 State Street
Santa Barbara, CA 93101

Chevron U.S.A. Inc.
Insurance Division
6001 Bollinger Canyon Road, San Ramon, CA 94583
Tel 925 842 8142 Fax 925 842 6007
Kevin.Jones@chevron.com

ATTACHMENT B

Cite specific CEQA and/or CEQA Guideline Section:
15261(b) ONGOING PROJECT

Reasons to support exemption findings: A private project shall be exempt from CEQA if the project received approval of a lease, license, certificate, permit, or other entitlement for use from a public agency prior to April 5, 1973. Here, the lease between Ellwood Pipeline, Inc. (as successor in interest to Standard Oil Company of California) and the County of Santa Barbara was executed on September 27, 1965. In 1968, upon grant to the City of a portion of State tidelands previously administered by the County, the City acceded to the County's rights in the Lease as it relates to that area within the tidelands granted to the City in trust.

This 60-month extension and assignment to Chevron is a private project, allowing Chevron to operate private facilities on submerged lands held in public trust by the City. The extension and assignment of the Lease Agreement is statutorily exempt from CEQA in accordance with Section 15261 of the CEQA Guidelines because it will allow the continued use of the two existing submerged oil and gas pipelines, with no change to facilities and no expansion of use beyond what was originally approved in the lease. The gas pipeline will continue to be used for supplying power to the offshore platforms. The use of the oil pipeline will be more limited in that it will no longer be used for oil production. Instead it will be used to transport oil and other materials necessary to decommission the pipeline and offshore facilities.

Cite specific CEQA and/or CEQA Guideline Section:
15061(b)(3) REVIEW FOR EXEMPTION

Reasons to support exemption findings: A project is exempt from CEQA if the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. "Significant effect on the environment" is defined in the CEQA Guidelines as "... a substantial, or potentially substantial, adverse change in the environment." Whether the project will have a significant effect is determined by comparing the effects of the project to the environmental baseline existing at the time the project is reviewed and considered.

The existing conditions here include the ongoing operation of the pipelines approved by the original lease. The 60-month extension and assignment of the existing Lease Agreement to allow continued use of the existing gas pipeline and use of the oil pipeline for decommissioning activities, under the same parameters as currently operated, does not involve any change in present conditions, and, therefore, does not have the potential to cause a significant effect on the environment when compared against the existing conditions. No new facilities will be installed and the historic and ongoing operation of the pipelines will only be more limited in that the oil pipeline will no longer be used for production. Therefore, the extension and assignment does not have the

potential to cause a significant effect on the environment and the action is exempt from CEQA review pursuant to CEQA Guidelines Section 15061(b)(3).

Furthermore, the Federal Bureau of Safety and Environmental Enforcement (BSEE) has regulatory authority to oversee maintenance, repair and safety-related planning for offshore Platforms Gail and Grace, and the associated pipelines. BSEE has reviewed the recent available information regarding the condition and integrity of the subject pipelines including integrity testing and internal/external corrosion reports spanning the last six years. In reviewing the inspection results, BSEE concluded the pipelines are in satisfactory operating condition and no corrective actions are necessary (letter from BSEE dated September 3, 2015). Based on the positive inspection results, the ongoing maintenance program carried out by the operator, the lack of previous incidents/spills and the positive operational record of the applicant, there is no possibility that during the 60-month extension there will be any significant impact on the environment.

Cite specific CEQA and/or CEQA Guideline Section:
15301 EXISTING FACILITIES

Reasons to support exemption findings: As defined in the California Environmental Quality Act (CEQA) guidelines, Section 15301 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. The 60-month extension of the existing lease will provide for the continued operation, repair, maintenance and leasing of existing private facilities under the same parameters as currently operated, with more limited use of the oil pipeline. There will be no physical alteration or expansion of the existing use resulting from the action, and, therefore, the lease extension is exempt from CEQA in accordance with Section 15301.

Exceptions to the exemptions not applicable: In addition, there is no substantial evidence that any of the exceptions to the exemptions contained in Guideline Section 15300.2 apply to the proposed action, as explained below.

(a) Location. Classes 3, 4, 5, 6, and 11 are qualified by consideration of where the project is to be located -- a project that is ordinarily insignificant in its impact on the environment may in a particularly sensitive environment be significant. Therefore, these classes are considered to apply all instances, except where the project may impact on an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies.

The pipelines' locations are not identified as an environmental resource of hazardous or critical concern where designated, precisely mapped and officially adopted pursuant to

law by federal, state or local agencies and the City is not relying on the exemptions in Classes 3, 4, 5, 6 and 11.

(b) Cumulative Impact. All exemptions for these classes are inapplicable when the cumulative impact of successive projects of the same type in the same place, over time is significant.

The available Federal oil and gas leases in the area of Platforms Gail and Grace have been developed. It is highly unlikely that additional platforms will be constructed during the term of the 60-month lease extension that have the potential to result in additional transmission pipelines in the area. There are no other oil and gas pipeline systems in the area that have been extended or renewed, or will be extended or renewed by the City or the County of Santa Barbara within the next 60 months. Further, the subject lease is being assigned and extended to allow Chevron to plug and abandon the wells on these platforms, after which the subject pipelines will cease to be used. Because successive projects of the same type in the same place are unlikely during the short-term period of the lease extension, no cumulative impacts will occur. Therefore, there will be no successive projects of the same type in the same place over time and no resultant associated cumulative impacts.

(c) Significant Effect. A categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.

The Federal Bureau of Safety and Environmental Enforcement (BSEE) has regulatory authority to oversee maintenance, repair and safety-related planning for offshore Platforms Gail and Grace, and the associated pipelines. BSEE has reviewed recent available information regarding the condition and integrity of the subject pipelines including integrity testing and internal/external corrosion reports spanning the last six years. In reviewing the inspection results, BSEE concluded the pipelines are currently in satisfactory operating condition and no corrective actions are necessary (letter from BSEE dated September 3, 2015).

In addition to BSEE input on the pipelines' operational integrity, third-party engineering consultant Robert Brown Engineers (RBE) provided detailed review of Ellwood Pipeline, Inc.'s previous and most recent pipeline test data. From this review, RBE concluded that the pipelines are currently fit for service, are operated at pressures well below their maximum allowable, and are not in any imminent danger of failure (RBE letter dated December 9, 2016, attached).

There will be no physical alteration or expansion of the existing use. After the assignment to Chevron and during the 60-month lease extension, the same facilities will be operated under the same parameters as currently operating, with more limited use of the oil pipeline since it will be used for transporting materials related to decommissioning activities rather than oil resources. While a portion of the pipelines is located in proximity to a Seal Rookery, the fact that BSEE and RBE have reviewed

inspection reports and test data for the pipelines and concluded that they are in satisfactory operating condition demonstrates that there is not a reasonable possibility that this 60-month extension of the Lease Agreement allowing the continuation of existing conditions will have a significant effect on the environment. Furthermore, the lease extension will not alter the existing environmental baseline. For the exception to apply, the activity must present unusual circumstances and there must be a reasonable possibility that the activity will have a significant effect on the environment. Since there is no reasonable possibility that the activity will have a significant effect on the environment, this exception is inapplicable.

(d) Scenic Highways. A categorical exemption shall not be used for a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway. This does not apply to improvements which are required as mitigation by an adopted negative declaration or certified EIR.

This project is not visible from any scenic highways. Therefore, this exception does not apply.

(e) Hazardous Waste Sites. A categorical exemption shall not be used for a project located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code.

This project is not located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code. Therefore, it is not located on a hazardous waste site and this exception does not apply.

(f) Historical Resources. A categorical exemption shall not be used for a project which may cause a substantial adverse change in the significance of a historical resource.

This project does not involve any historical resources. Therefore, this exception does not apply.

In conclusion, none of the exceptions to the categorical exemptions pursuant to Section 15300.2 of the State CEQA Guidelines apply to this project.

4952 WARNER AVENUE - SUITE 217
HUNTINGTON BEACH, CALIFORNIA 92649

(714) 840-5693 FAX (714) 846-8367
E-MAIL: rbeg@msn.com

Robert Brown Engineers

December 9, 2016

237-3-3
Venoco: Santa Clara Unit
Lease Renewal Assessment

Mr. Dave Durflinger
CITY OF CARPINTERIA
5775 Carpinteria Avenue
Carpinteria, CA 93013

Dear Dave:

As requested, we have completed the review of the responses to the review comments as well as the updated support documents provided in the Venoco letter, dated September 20, 2016 to assess the current, short term integrity of the Venoco's Santa Clara Unit, 10" Gas Pipeline (M-1) and the 10'/12" Oil Pipeline (M-2) transporting Gas and Oil between the Offshore Platforms and the facility in Carpinteria.

Based upon the review of the additional documents provided and the original submittals, it is concluded that currently, both, the 10" Gas Pipeline (M-1) and the 10/"/12" Oil Pipeline (M-2) transporting Gas and Oil between the Offshore Platforms and the facility in Carpinteria are not in any imminent danger of failure. This current, short term assessment is based upon the following:

- None of the metal loss anomalies identified by the recent Smart Pig Surveys require any de-rating of the pipelines. The pipelines are fit for service for their specified Maximum Allowable Operating Pressure (MAWP) for each pipeline.

- The normal operating pressures for both pipelines are well below the specified MAWP for each pipeline.

- The gas pipeline is now transporting PUC quality fuel gas for platform use instead of sour gas from platform to shore. The PUC quality gas is dry and not corrosive.

The Attachment I summarizes the documents review and the Attachment II provides detail review comments for the each of the documents reviewed.

It is recommended that the City require Venoco to address the following:

- Provide justification for the significant revisions to the Gas Pipeline Smart Pig Survey Reports resulting in the significant reduction in the number of anomalies and their severities.

- Have pro-active repair and maintenance program. All 40% or more metal loss anomalies need to be confirmed or repaired. The tool tolerance of 10%-15% makes them more vulnerable to failure.

- Revalidate the Pipeline Specific Operations Manuals (PSOMs) in a timely manner. PHMSA requires these manuals to be revalidated annually. Address the review comments provided in the attachment.

- Provide the latest re-validated Process Hazards Analyses (PHA-HAZOPS) for both pipelines including the Actions required and their resolutions.

- Incorporate the detailed review comments provided in the Attachment II, updating the documents.

Sincerely

ROBERT BROWN ENGINEERS

Jay Sheth

JS/hs
Attachments

ATTACHMENT I
DOCUMENT REVIEW SUMMARY

Gas Pipeline (M-1)

The Smart Pig Survey Reports (2013 and 2015) for the Gas Pipeline (M-1) has been revised. Both surveys now show significantly reduced number of anomalies with significant reduction in the metal loss and severity. As delineated in the attached specific comments, provide justification for these reduced corrosion anomalies reported in the revised survey reports. The gas pipeline is now in a sweet gas (PUC quality) service. It transports the gas from the Carpinteria Facility for the Platform use. Since the Gas Pipeline no longer carries the Produced Gas to Shore and it transports sweet dry gas (no H_2S or water) to the Platform (reverse flow), the gas pipeline should not be prone to internal corrosion. However, environment for the external corrosion still exists.

Oil Pipeline (M-2)

Venoco has addressed and repaired both anomalies at the Platform. The ROV Surveys (2011 and 2013) show the pipelines are adequately protected by the Cathodic Protection for the external corrosion.

Venoco states that the 50% anomaly at a log distance of 40,027.8' is well below any action "trigger". However, this anomaly requires action as per 49 CFR Part 195.452(h) (4) (iii) (E) (Pipeline Integrity Management in High Consequence Area): 180-day conditions – An area of general corrosion with a predicted metal loss greater than 50% of the nominal wall.

The anomaly at 82,077.4' is External metal loss of 49.1%. Venoco states that this anomaly is not active and well below any action "trigger". This anomaly has increased from 43.7% in 2010 to 49.1% in 2014. This makes this anomaly active. Also, with the tool tolerance of +/-, this anomaly could be 59.1%. Venoco should pro-actively evaluate this anomaly.

Venoco is due for 2016 Smart Pig survey for this pipeline. Venoco may have conducted the survey. Provide the 2016 Survey Report for review. This survey would provide the status of these anomalies to ensure the continued M-2 pipeline integrity.

2015 Side Scan Sonar Survey

The Side Scan Sonar (SSS) Survey for the pipelines do not show any excessive free spans. As per the attached comments, validate the maximum allowable free spans for these pipelines.

Oil and Gas Pipelines: Pipeline Specific Operation Manuals (PSOMs)

Venoco has updated the 2014 Gas and Oil Pipelines PSOMs Appendix IV and Appendix VII, respectively. However, Venoco has not addressed a number of comments provided and discussed in the City of Carpinteria letter, dated January 22, 2016. Address these comments. Annually, these PSOMs are required to be re-validated in a timely manner, reflecting the current operation and regulations.

ATTACHMENT II
DETAILED DOCMENTS REVIEW COMMENTS

APPENDIX I: May 8, 2015 M-1 Gas Pipeline Smart Pig Survey Report (Revised, June 23, 2016)

- Address what was revised from the original survey report submitted. The original report had 5 anomalies in the range of 40-45% with the deepest anomaly at 49%. All 5 of these anomalies have disappeared in the new revised report. Now the deepest anomaly is 39% as opposed to 49% and at a totally different location.

- Address why the report was re-evaluated by the vendor with the results drastically different than the original report. With the reported anomalies with a threshold of 20% or greater, the anomaly count has reduced from 173 (original report) to only 61 (the revised report). The Executive Summary does not provide details for this re-evaluation. Include the basis and justification for this re-evaluation in the Executive Summary.

APPENDIX II: May 18, 2013 M-1 Gas Pipeline Smart Pig Survey Report (Revised June23, 2016)

- Address what was revised from the original survey report submitted. The original report had the deepest anomaly 45%. However, the revised Survey reported the deepest anomaly of 32%. This 45% anomaly is now reported to be only 18% deep. The 32% deep anomaly is at a different location.

- Address why the report was re-evaluated by the vendor with the results drastically different than the original report? With the reported anomalies with a threshold of 20% or greater, the anomaly count has reduced from 150 (original report) to only 45 (the revised report). The Executive Summary does not provide details for this re-evaluation. Include the basis and justification for this re-evaluation in the Executive Summary.

- The survey reported about 17,670 ft with the velocity exceeding the 10 ft/sec criteria which is about 22% of the run (total survey length of 81,831 ft). Within these over speed sections, normal tool tolerances may not apply and the results may not be valid. Provide assurance that the pipeline integrity is not affected by these velocity criteria exceedances.

APPENDIX III: Side Scan Sonar Pipeline Inspection Survey, April 14-28, 2015

The 2015 Side Scan Survey did not report any free spans exceeding the maximum allowable free span limit. The 2011 ROV Survey Report states that the maximum allowable free span for the oil pipeline is 126.73'. However, Venoco September 20, 2016 response letter states that the maximum allowable free span for this pipeline is 166'. Confirm and validate the maximum allowable free span with the

calculations.

APPENDIX IV: 2016 Gas Pipelines - Pipeline Specific Operations Manual (PSOM)

The 2016 Gas Pipelines PSOM Manual has been updated from the 2014 PSOM submitted with the original submittal in December 2015. As per Venoco, currently this pipeline is in sweet gas (PUC Quality, dry gas) service with the gas flowing (in reverse direction) from Shore to Platform Grace. This is not reflected in the 2016 PSOM. A number of review comments provided for the 2014 PSOM revision in the City of Carpinteria's letter, dated January 22, 2016 have not been addressed. Address the comments provided below, a majority (if not all) of them have been repeated from the 2014 PSOM review comments and these are not merely "grammatical correction" comments.

1. General Comment: The PSOM does show the change in service: Sweet Gas from Shore to the Platform from Produce Gas from the Platform to Shore. Update the description.

2. TOC, Page 1 of 1: For Section 17.10, correct, "Bureau of Ocean Energy Management Regulation, and Enforcement (BOEMRE)" to "Bureau of Safety, Environment and Enforcement (BSEE)".

   Section 17.02, Page 2 of 2, Outside Agencies, #4: Correct, "Bureau of Ocean Energy Management Regulation, and Enforcement (BOEMRE)" to "Bureau of Safety, Environment and Enforcement (BSEE)".

3. Section 17.03, Page 2 of 9: Under the Maximum Allowable Operating Pressure, ANSI 600# has a rating of 1,440 psig. If the 740 psig MAOP is based upon the flange rating, than the correct flange rating to ANSI 300# which rated for 740 psig. Update the PSOM.

4. Section 17.03, Page 3 of 9: Since the M-1 pipeline is now sending sweet gas to Platform Grace, update the title and facility name to "Carpinteria Gas Plant to Platform Grace Pipeline (M-1)" and "Shore to Grace Pipeline (M-1)", respectively.

5. Section 17.03, Page 5 of 9: Provide the type of External Protective Coating details for the M-1 Pipeline.

6. Section 17.03, Page 8 of 9: For M-29, it states, "The pipeline is limited by the pressure rating of 600# flanges. Therefore, the MAOP for M-29 = 1415 psig". However, Section 17.03, Page 2 of 9 (see comment, #2 above) shows the MAOP of 740 psig; 300# flanges have the 740 psig rating. Update the PSOM.

7. Section 17.03, Page 8 of 9: Based upon the P = 1,188 psig, the S_A is calculated to be 1,188 x 10.75/2 (0.365) = 17,495 psig and the percent of SMYS is calculated to be 17,495/35,000 = 50%. Update the PSOM.

8. Section 17.05.6C, Page 3 of 3: Section 403.3 is not included in the PSOM. The flaring at Platform Grace is not discussed in this PSOM. Update the PSOM.

9. Section 17.07, Page 1 of 1: The DOT Inspection and Report Schedules are not provided on the following page, as stated. Provide and include them in this PSOM.

10. Section 17.08.11, Page 3 of 7: For the consistency, provide similar guidelines Table as provided in the Hazardous Liquid Pipelines PSOM.

11. Section 17.08.11E, Page 5 of 7, 1st paragraph: Update, "Actions that should be taken" to "Actions that shall be taken".

12. Section 17.08.11G, Page 6 of 7, 1st Paragraph: Update, "the operator should" to "the operator shall".

13. Section 17.08.12, Page 7 of 7: For consistency, provide similar table for details as provided in the Hazardous Liquid Pipelines PSOM.

14. Section 17.08.12B, Page 7 of 7: There are no pipeline pumps for the gas pipeline. Delete, the "pumps".

15. Section 17.09.1, Page 1 of 3: This section cites all Hazardous Liquid Pipeline requirements, 49 CFR Part 195 Sections and not the Gas Pipeline requirements, 49 CFR Part 192 Sections. Update the PSOM.

16. Section 17.09.4, Page 1 of 3: Provide copy of the Hazard Analysis (HAZOP/MOC) for review, updated with the change in service (PUC gas to the Platform).

17. Section 17.09.5, Page 1 of 3, Summary Contents: All cited references are for the Hazardous Liquid Spill and not for the Gas Release. Update the table with the appropriate 49 CFR Part 192 Sections.

18. Section 17.09.11, Page 3 of 3, 2nd and 3rd Paragraphs: There is no oil spill (or spill) associated with the gas pipeline. Update the PSOM for the gas release instead of a liquid spill.

19. Section 17.09.12, Page 3 of 3: The reference Section 195.402(e) (8) for Pipeline Transfer of Highly Volatile Liquid is not valid for the gas pipeline. Update the PSOM.

20. Section 17.10.1, Page 1 of 4, Reference Table 17.10-1: For the gas pipeline,

    - For MAOP, delete 1) ANSI Code B.31.4, Liquid.
    - For Valve and Pressure Device Maintenance, delete in 5) Oil Pumps.
    - For Valve and Pressure Device Maintenance, delete in 6) witnessed by SLC staff, since this table is a BSEE requirement.

APPENDIX V: 2016 DOT Gas Pipeline Operations & Maintenance Procedures

In 2016, the DOT Gas Pipeline Operations & Maintenance Procedures have been updated as per the

meeting the PHMSA and CPUC requirements.

APPENDIX VI: 2016 DOT Hazardous Liquid Pipeline Operations & Maintenance Procedures

In 2016, the DOT Gas Pipeline Operations & Maintenance Procedures have been updated as per the PHMSA meeting the PHMSA and CSFM requirements.

APPENDIX VII 2016 Oil Pipelines Specific Operations and Manual (PSOM)

This manual (assigned as Appendix VII) was submitted by Venoco via email on October 20, 2016 since it was not included in the September 20, 2016 submittal. The 2016 Oil Pipelines PSOM Manual has been updated from the 2014 PSOM submitted with the original submittal in December 2015. A number of review comments provided for the 2014 PSOM revision in the City of Carpinteria's letter, dated January 22, 2016 have not been addressed. Address the comments provided below, a majority (if not all) of them have been repeated from the 2014 PSOM review comments and these are not merely "grammatical correction" comments.

1. Section 17.01.1, Page 1 of 2: The cited reference, 192.402(c) (13) is for the Gas Pipeline. Use and update the PSOM with appropriate reference for the Hazardous Liquid Pipeline.

2. Section 17.01.4, Page 1 of 2, 1st Paragraph: Correct, "49 CFR Part 192" to "49 CFR Part 195" for the Hazardous Liquid Pipeline. The 1968 Natural Gas Pipeline Safety Act referenced for the Hazardous Liquid Pipeline is not relevant. Update the PSOM.

3. Sections 17.03, Page 7 of 9: Correct, "49 CFR 192.619" to appropriate 49 CFR Part 195 Section.

4. Entire Section 17.05 has been revised; however, the revision date is not updated from 3/2014. Update the revision date.

5. Section 17.05.4A, Page 1 of 6: Update, "should" to "shall" (3 places).

6. Section 17.05.5C, Page 3 of 6: Update "will" to "shall" in (A), (C) and (E) where appropriate.

7. Section 17.05.6A, Page 4 of 6: Update, "would" to "shall" in (A), (B), (C) and (D).

8. Section 17.05.6A-1, Page 4 of 6: Update, "would" to "shall" in (A), (C) and (D).

9. Section 17.05.6C-1, Page 6 of 6: Update, "will" and "should" to "shall" in (A).

10. Section 17.07A, DOT Inspection and Report Schedule: Provide DOT Inspection and Report Schedules for the Hazardous Liquid Pipeline. The schedules provided are for the DOT Gas Pipelines, such as Gas Integrity Management (IMP) and not the Hazardous Liquid Management (IMP). Correct, "MMS" to "BSEE" in the schedules provided (11 places). Define "PSA".

11. Section 17.09.4, Page 1 of 4: Provide copy of the recent Hazard Analysis (HAZOP/MOC) for review.

United States Department of the Interior
BUREAU OF SAFETY AND ENVIRONMENTAL ENFORCEMENT
PACIFIC OCS REGION
760 Paseo Camarillo, Suite 102
Camarillo, CA 93010-6064

FEB 1 0 2017

Mr. Peter Cantle
Deputy Director
County of Santa Barbara
123 East Anapamu Street
Santa Barbara, CA 93101-2058

Re: Pipeline Integrity, Platform Grace to Shore

Dear Mr. Cantle

Thank you for your inquiry regarding the integrity of the Platform Grace-to-shore oil and gas pipelines. The Bureau of Safety and Environmental Enforcement (BSEE) Pacific OCS Region, Office of Strategic Operations, has a comprehensive pipeline inspection program that requires operators to use both internal and external inspection technologies in concert to assess and maintain the overall integrity of pipelines. In addition, the pipelines have a cathodic protection system in place with anodes strategically placed along the pipelines to reduce corrosion. The Platform Grace pipelines are regularly inspected, and there have been no findings of apparent problems and thus no remedial action or further analysis is required based on the last several sets of inspection results. External inspection surveys for the 12" oil and 10" gas pipelines, and an internal inspection survey of the 10" M-1 gas pipeline reports are due to BSEE in 2017.

Please contact me at (805) 384-6334, or at nabil.masri@bsee.gov, if you have any questions.

Sincerely,

Nabil F. Masri

Nabil F. Masri
Regional Supervisor
Office of Strategic Operations

cc: Mr. Chris Hoidal, Regional Director
12300 W. Dakota Ave., Ste. 110
Lakewood, CO 80228

Ms. Marina Voskanian, P. E., Division Chief
200 Oceangate, 12th Floor
Long Beach, CA 90802-4331

ATTACHMENT C

Chevron

Kevin Cruz
Land Representative

August 22, 2023

The City of Carpinteria
Attn: Aida Thau
5775 Carpinteria Avenue
Carpinteria, CA 93013

Re: QLS 958021 - Requested Extension of Lease dated September 27, 1965 between County of Santa Barbara and Standard Oil Company of California

Ms. Thau:

As you are likely well aware, Chevron U.S.A. Inc. ("Chevron") and the City of Carpinteria ("City") are both successors in interest to a lease dated September 27, 1965 between the County of Santa Barbara and the Standard Oil Company of California that pertains to a parcel of land 50 foot wide that extends approximately 18,266 feet from the coastline to platform Hope and an additional 3,780 feet from platform Hope to platform Heidi (the "Lease"). The Lease has been amended four times, most recently in a document dated January 4, 2018 ("Fourth Amendment to Lease") in which Paragraph 1 of the Lease was deleted and replaced with the following language:

> "1. That the term of this agreement shall commence on September 27, 1965, and shall continue thereafter (unless sooner terminated as herein provided) until September 26, 2023, after which Lessee may seek City's consent for an extension if necessary due to federal requirements to conclude activities described in Paragraph 4."

The Fourth Amendment to Lease also amended Paragraph 4 of the Lease, which was deleted and replaced (in part) with the following language:

> "4. The purpose of the Lease is to allow Lessee the right to use the gas pipeline described in Subsection 4.1 below to continue to supply natural gas from shore to fuel electric power generators on Platform Grace and Platform Gail in the federal Santa Clara Unit and to use the oil pipeline described in Subsection 4.2 below to facilitate decommissioning activities including plugging and abandonment ("P&A") of offshore wells and facilities associated with Platforms Gail and Grace by transporting water mixed with hydrocarbons and mud (waste water) resulting from decommissioning and P&A operations to an onshore tank for proper disposal. Lessee's use of the pipelines will cease once decommissioning and P&A activities conclude, and Lessee will thereafter decommission the pipelines in accordance with all applicable laws and regulations and the Lease...."

Due to the upcoming expiration of the Lease on September 27, 2023, Chevron is requesting a 3-year extension to retain its pipelines for the purpose of performing the decommissioning and abandonment of the oil and gas platforms, wells, pipelines, and appurtenant facilities. I have attached both a copy of the Fourth Amendment to Lease (including the Lease and three previous Amendments) as well as a proposed Fifth Amendment to Lease for your review and approval.

West Coast Decommissioning Program
Chevron U.S.A. Inc.
Tel 713-372-9909 Cell 412-216-7079
kevincruz@chevron.com

If you have any questions or concerns, or would like to discuss this matter, feel free to reach out to me at either 412-216-7079 and/or emailing me at kevincruz@chevron.com. Thank you very much for your time and I look forward to your reply.

Respectfully,

Kevin Cruz
Land Representative
West Coast Decommissioning Program

West Coast Decommissioning Program
Chevron U.S.A. Inc.
Tel 713-372-9909 Cell 412-216-7079
kevincruz@chevron.com

ATTACHMENT D

FIFTH AMENDMENT TO LEASE

THIS FIFTH AMENDMENT TO LEASE ("Fifth Amendment") is made on this 11th day of September, 2023, by and between the **City of Carpinteria**, a general law city ("City" or "Lessor"), and **Chevron U.S.A. Inc.**, a Pennsylvania Corporation ("Chevron" or "Lessee") (City and Chevron are referred to collectively as "Parties"), with reference to the following facts:

A. In 1931, the State of California granted to the County of Santa Barbara, in trust, certain tidelands and submerged lands extending from Sandyland Point to Rincon Creek; and

B. On September 27, 1965, the County entered into a fifty (50) year Lease Agreement (hereinafter "Lease"; the term "Lease" shall include all subsequent amendments described below) with Ellwood's predecessor in interest, Standard Oil Company of California, for a portion of the tidelands and submerged lands, to be used for submerged pipelines and appurtenances; and

C. In 1968, the State of California Legislature adopted Chapter 1044 of the Statutes of 1968 confirming City as the successor in interest to the County in that portion of tide and submerged lands located within City boundaries; and

D. As to the Lease, City is the successor in interest to the County and Chevron U.S.A. Inc. was the successor to Standard Oil Company of California; and

E. By that certain Consent to Assignment of Pipeline Lease and Amendment Thereto between the City and Ellwood, dated January 30, 2002 ("First Amendment"), City consented to the assignment of the Lease by Chevron U.S.A. Inc. to Ellwood Pipeline, Inc. ("Ellwood"), and City and Ellwood agreed to a number of amendments to the Lease; and

F. On or about September 10, 2015, City and Ellwood extended the term of the Lease for a period of eighteen (18) months, through March 26, 2017, and on or about March 13, 2017, extended the term for an additional period of eighteen (18) months, through September 26, 2018, in order to determine the feasibility of a new long-term Lease Agreement; and

G. On or about April 17, 2017, Ellwood filed for Chapter 11 bankruptcy; and

H. By that certain Consent to Assignment, Assumption and Performance, and Fourth Amendment to Lease between the City and Chevron, dated January 4, 2018 ("Fourth Amendment"), City consented to the assignment of the Lease by Ellwood to Chevron, and City and Chevron agreed to a number of amendments to the Lease; and

I. The Fourth Amendment extended the term of the Lease for a period of five (5) years, through September 27, 2023, in order to facilitate decommissioning activities including plugging and abandonment of offshore wells and facilities associated with Platforms Gail and Grace; and

J. City is willing to extend the term of the Lease for an additional three (3) years, through September 26, 2026, for the purpose of Chevron continuing to perform the decommissioning and abandonment of the oil and gas platforms, wells, pipelines, and appurtenant facilities, subject to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the promises, covenants, and conditions contained herein, the Parties agree to amend the Lease as follows:

1. **True and Correct Recitals.** The above stated recitals are true and correct, and are incorporated herein by reference.

2. **Process Fee.** Concurrently with the execution of this Fifth Amendment, Chevron shall pay to City a non-refundable fee of five thousand dollars ($5,000) to reimburse City for its cost in preparing and processing this Fifth Amendment. Chevron acknowledges that the fee is not applicable against rent or any other charge or fee under the Lease. Chevron acknowledges that City will bill Chevron separately for staff time or costs that exceed this amount.

3. **Amendment of Lease.** The Lease is hereby amended as follows:

   (a) Paragraph 1 of the Lease is deleted in its entirety and replaced with the following:

   "l. That the term of this agreement shall commence on September 27, 1965, and shall continue thereafter (unless sooner terminated as hereinafter provided) until September 26, 2026, after which Lessee may seek City's consent for an extension if necessary due to federal requirements to conclude activities described in Paragraph 4."

4. **Insurance.** Within 90 days after execution of this Fifth Amendment by both City and Chevron, Chevron shall provide evidence of satisfaction of the insurance requirements required by the Lease.

5. **Lease Remains in Full Force and Effect.** It is expressly understood that in all other respects, the terms and conditions of the original Lease agreement, dated September 27, 1965, the Consent to Assignment of Pipeline Lease and Amendment Thereto, dated January 30, 2002, the Second Amendment to Lease Agreement, dated September 10, 2015, the Third Amendment to Lease Agreement, dated March 13, 2017, and the Fourth Amendment to Lease Agreement dated January 4, 2018, shall remain in full force and effect. The Fourth Amendment to Lease Agreement, which includes the Third Amendment, Second Amendment, First Amendment, and original Lease as attachments, is attached hereto as Attachment One. This Fifth Amendment is subject to, and made a part of, the Lease as amended hereby.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, CITY and CHEVRON have executed this Fifth Amendment by the respective authorized officers as set forth below to be effective as of the date executed by CITY.

"CITY"
CITY OF CARPINTERIA

ATTEST:

By:_____
Al Clark, Mayor

By:_____
Brian Barrett, City Clerk

Date:_____

APPROVED AS TO FORM:

By: Jena S. Acos
Brownstein Hyatt Farber Schreck LLP
acting as City Attorney for the
City of Carpinteria

"LESSEE"
CHEVRON U.S.A. INC.

By:_____

Name: Walid Masri

Title: Attorney-in-Fact

ATTACHMENT E

Cite specific CEQA and/or CEQA Guideline Section:
15261(b) ONGOING PROJECT

Reasons to support exemption findings: An ongoing private project shall be exempt from CEQA if the project received approval of a lease, license, certificate, permit, or other entitlement for use from a public agency prior to April 5, 1973. Here, a lease between Ellwood Pipeline, Inc. (as successor in interest to Standard Oil Company of California) and the County of Santa Barbara was executed on September 27, 1965 to allow for the installation and operation of two 10-inch pipelines through the three-mile area of submerged lands within state waters. In 1968, upon grant to the City of a portion of State tidelands previously administered by the County, the City acceded to the County's rights in the Lease as it relates to that area within the tidelands granted to the City in trust. The City subsequently executed a 60-month extension and assignment to Chevron, allowing Chevron to operate private facilities on submerged lands held in public trust by the City.

The City Council's approval of an amendment to extend the term of the Lease Agreement is statutorily exempt from CEQA pursuant to Section 15261 of the CEQA Guidelines because it will allow the continued use of the two existing submerged oil and gas pipelines, with no change to facilities and no expansion of use beyond what was originally approved in the Lease Agreement. The use of the oil pipeline will be more limited in that it will no longer be used for oil production. The liquid line is currently out of service, and has been flushed, pigged, and is full of untreated sea water. The gas line is currently transporting utility gas from SoCalGas to Platform Gail to run turbines for power on the platform. Chevron only will use the gas line to transition Platform Gail from continuous to intermittently manned as it moves toward decommissioning of the the pipelines and offshore facilities.

Cite specific CEQA and/or CEQA Guideline Section:
15061(b)(3) REVIEW FOR EXEMPTION

Reasons to support exemption findings: A project is exempt from CEQA if the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. "Significant effect on the environment" is defined in the CEQA Guidelines as "... a substantial, or potentially substantial, adverse change in the environment." Whether the project will have a significant effect is determined by comparing the effects of the project to the environmental baseline existing at the time the project is reviewed and considered. Ordinarily, ongoing activities occurring at the project site at the time environmental review begins are treated as a component of the existing conditions baseline.

The existing conditions here include the ongoing operation of the pipelines approved by the original Lease Agreement. The extension of the existing Lease Agreement to allow continued use of the existing gas pipeline and use of the oil pipeline for decommissioning activities, under the same parameters as currently operated, does not involve any change

in present conditions, and, therefore, does not have the potential to cause a significant effect on the environment when compared against the existing conditions. No new facilities will be installed and the historic and ongoing operation of the pipelines will only be more limited in that the oil pipeline will no longer be used for production. Therefore, the extension does not have the potential to cause a significant effect on the environment and the action is exempt from CEQA review pursuant to CEQA Guidelines Section 15061(b)(3).

Furthermore, the Federal Bureau of Safety and Environmental Enforcement (BSEE) has regulatory authority to oversee maintenance, repair and safety-related planning for offshore Platforms Gail and Grace, and the associated pipelines. BSEE has reviewed the recent available information regarding the condition and integrity of the subject pipelines including integrity testing and internal/external corrosion reports spanning the last six years. In reviewing the inspection results, BSEE concluded the pipelines are in satisfactory operating condition and no corrective actions are necessary (letter from BSEE dated September 3, 2015). Based on the positive inspection results, the ongoing maintenance program carried out by the operator, the lack of previous incidents/spills and the positive operational record of the applicant, there is no possibility that during the extension there will be any significant impact on the environment.

Cite specific CEQA and/or CEQA Guideline Section:
15301 EXISTING FACILITIES

Reasons to support exemption findings: As defined in the California Environmental Quality Act (CEQA) guidelines, Section 15301 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. The extension of the existing lease will provide for the continued operation, repair, maintenance and leasing of existing private facilities under the same parameters as currently operated, with more limited use of the oil and gas pipelines. There will be no physical alteration or expansion of the existing use resulting from the action, and, therefore, the Lease Agreement extension is exempt from CEQA in accordance with Section 15301.

Exceptions to the exemptions not applicable: In addition, there is no substantial evidence that any of the exceptions to the exemptions contained in Guideline Section 15300.2 apply to the proposed action, as explained below.

(a) Location. Classes 3, 4, 5, 6, and 11 are qualified by consideration of where the project is to be located -- a project that is ordinarily insignificant in its impact on the environment may in a particularly sensitive environment be significant. Therefore, these classes are considered to apply all instances, except where the project may impact on an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies.

The pipelines' locations are not identified as an environmental resource of hazardous or critical concern where designated, precisely mapped and officially adopted pursuant to law by federal, state or local agencies and the City is not relying on the exemptions in Classes 3, 4, 5, 6 and 11.

(b) Cumulative Impact. All exemptions for these classes are inapplicable when the cumulative impact of successive projects of the same type in the same place, over time is significant.

The available Federal oil and gas leases in the area of Platforms Gail and Grace have been developed. It is highly unlikely that additional platforms will be constructed during the term of the Lease Agreement extension that have the potential to result in additional transmission pipelines in the area. There are no other oil and gas pipeline systems in the area that have been extended or renewed, or will be extended or renewed by the City or the County of Santa Barbara within the term of the Lease Agreement. Further, the subject lease is being extended to allow Chevron to plug and abandon the wells on these platforms, after which the subject pipelines will cease to be used. Because successive projects of the same type in the same place are unlikely during the short-term period of the lease extension, no cumulative impacts will occur. Therefore, there will be no successive projects of the same type in the same place over time and no resultant associated cumulative impacts.

(c) Significant Effect. A categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.

The Federal Bureau of Safety and Environmental Enforcement (BSEE) has regulatory authority to oversee maintenance, repair and safety-related planning for offshore Platforms Gail and Grace, and the associated pipelines. BSEE has reviewed recent available information regarding the condition and integrity of the subject pipelines including integrity testing and internal/external corrosion reports. In reviewing the inspection results, BSEE concluded the pipelines are currently in satisfactory operating condition and no corrective actions are necessary (letter from BSEE dated September 3, 2015).

In addition to BSEE input on the pipelines' operational integrity, third-party engineering consultant Robert Brown Engineers (RBE) provided detailed review of Ellwood Pipeline, Inc.'s previous and most recent pipeline test data in 2016. From this review, RBE concluded that the pipelines are currently fit for service, are operated at pressures well below their maximum allowable, and are not in any imminent danger of failure (RBE letter dated December 9, 2016, attached).

There will be no physical alteration or expansion of the existing use. After the Lease Agreement extension, the same facilities will be operated under the same parameters as currently operating, with more limited use of the pipelines since they will be used for

transporting materials related to decommissioning activities rather than oil resources. While a portion of the pipelines is located in proximity to a Seal Rookery, the fact that BSEE and RBE have reviewed inspection reports and test data for the pipelines and concluded that they are in satisfactory operating condition demonstrates that there is not a reasonable possibility that this extension of the Lease Agreement allowing the continuation of existing conditions will have a significant effect on the environment. Furthermore, the Lease Agreement extension will not alter the existing environmental baseline. For the exception to apply, the activity must present unusual circumstances and there must be a reasonable possibility that the activity will have a significant effect on the environment. Since there is no reasonable possibility that the activity will have a significant effect on the environment, this exception is inapplicable.

(d) Scenic Highways. A categorical exemption shall not be used for a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway. This does not apply to improvements which are required as mitigation by an adopted negative declaration or certified EIR.

This project is not visible from any scenic highways. Therefore, this exception does not apply.

(e) Hazardous Waste Sites. A categorical exemption shall not be used for a project located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code.

This project is not located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code. Therefore, it is not located on a hazardous waste site and this exception does not apply.

(f) Historical Resources. A categorical exemption shall not be used for a project which may cause a substantial adverse change in the significance of a historical resource.

This project does not involve any historical resources. Therefore, this exception does not apply.

In conclusion, none of the exceptions to the categorical exemptions pursuant to Section 15300.2 of the State CEQA Guidelines apply to this project.

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
September 11, 2023

ITEM FOR COUNCIL CONSIDERATION

Special Event Permit Application for the 2023 California Avocado Festival.

STAFF RECOMMENDATION

1. Approve the Special Event Permit Application for the 2023 California Avocado Festival.
2. Designate the area within the event footprint as a public park during the hours of operation pursuant to Carpinteria Municipal Code Section 10.68.010.
3. Authorize expenditures for special event law enforcement services and temporary traffic control and street cleaning services.

Sample Motion: I move to:

1. Approve the Special Event Permit Application for the 2023 California Avocado Festival.
2. Designate the area within the event footprint as a public park during the hours of operation pursuant to Carpinteria Municipal Code Section 10.68.010.
3. Authorize expenditures for special event law enforcement services and temporary traffic control and street cleaning services.

(This motion requires a roll call vote.)

BACKGROUND

The California Avocado Festival is an annual community event operated by California Avocado Festival, Inc.[1], in cooperation with the City of Carpinteria. In California, it is one of the largest free festivals that is held in a downtown center. The event also provides a major fundraising opportunity for local non-profit organizations. The Special Event Permit Application (Attachment A) is being presented to the City Council for its

[1] As of September 5, 2023, the entity is in good standing with the State Franchise Tax Board and is exempt from tax under Revenue and Taxation Code (R&TC) Section 23701(f).

consideration to approve operation of the event in the City right-of-way, sales and serving of alcoholic beverages on public property, and authorization of expenditures from City funds in order to pay for a portion of the costs associated with providing special event law enforcement services from the Santa Barbara County Sheriff's Department and temporary traffic control and street cleaning services from the Public Works Department. The event site plan is an exhibit to the attached Application.

DISCUSSION

The Special Event Permit Application, as shown in Attachment A, proposes an event schedule from Friday, October 6, 2023, to Sunday, October 8, 2023. The proposed event footprint, which has been the same for many years, includes Linden Avenue between Carpinteria Avenue to the north, Sixth Street to the south, and portions of intersecting streets within the event footprint area. Linden Avenue would be closed on the morning of Thursday, October 5, for preparation and set-up and is expected to be reopened to vehicular traffic late Sunday night, October 8. On Friday, October 6, the event is proposed to operate from 1:00 p.m. to 10:00 p.m. On Saturday, October 7, the event is proposed to operate from 10:00 a.m. to 10:00 p.m. and on Sunday, October 8, from 10:00 a.m. to 6:00 p.m.

For electric power sources, the event proposes to provide most of its own power by portable power generators. For sanitary facilities, the event proposes to provide portable hand washing and urinal/toilet facilities and janitorial services. The City public restrooms at Parking Lot #1 (Ninth Street) and Parking Lot #3 (Fifth Street) would be closed during the event.

The Special Event Permit Application is requesting for alcoholic beverage sales and serving to be allowed until forty-five (45) minutes prior to closing on each day of the event within a designated portion of Linden Avenue and intersecting streets extending from Eighth Street to Ninth Street/Wullbrandt Way. The applicant's Alcoholic Beverage Control (ABC) license application is consistent with the Special Event Permit Application. Hours of operation that are proposed for alcoholic beverage sales and serving are from 1:00 p.m. to 9:15 p.m. on Friday, from 11:00 a.m. to 9:15 p.m. on Saturday, and from 11:00 a.m. to 5:15 p.m. on Sunday.

The Special Event Permit Application is also requesting for special event law enforcement services from the Santa Barbara County Sheriff's Department and temporary traffic control and street cleaning services from the Public Works Department. This service request is also consistent with last year's California Avocado Festival.

Law enforcement patrol services will be supplemental to regular City patrol services and include foot patrol in the Festival footprint as well as surrounding adjacent streets. The Santa Barbara County Sheriff's Department and Public Works Department, as well as the Carpinteria-Summerland Fire Protection District and Community Development Department Code Compliance Division, coordinate with California Avocado Festival Inc.

in developing the event action plan (EAP). The EAP is a central document in managing the emergency response to an incident. The EAP was prepared by the Carpinteria-Summerland Fire Protection District as the lead agency of incident command.

POLICY CONSISTENCY

A. Special Event Permit

With any special event, public health and safety are priorities to the City. Provisions that are taken to protect public health and safety include, but are not limited to:

1. Mandatory Food Safety Meeting and Inspections- The applicant facilitates an annual meeting with the Santa Barbara County Public Health Department in order to advise event food vendors on food safety requirements for outdoors. Health inspectors visit each food vendor booth prior to serving food to the public.

2. Mandatory Alcoholic Beverage Servers Training- All volunteers that serve alcoholic beverages are required to participate in the State of California ABC server training. The server training is intended to minimize public intoxication and violations of alcohol regulations.

3. Event Security- The applicant is responsible for providing qualified private event security services.

4. Public Safety- The applicant pays for special event law enforcement services provided by the Santa Barbara County Sheriff's Department. An event safety area that is operated by the Santa Barbara County Sheriff's Department, Carpinteria-Summerland Fire District, and trained volunteers, provides public safety information and also serves as a central location for paramedic/emergency medical services and lost-and-found.

5. Hours of Operation- The applicant must operate the event that fits with the character and interests of the Carpinteria community. For recurring events, the organizer must make adjustments as needed in order to improve the event in meeting the expectations of the City and the community. Hours of operation, entertainment, vendors, and other aspects of event operations must be reviewed by City staff for public health and safety requirements. Also, event rules are reviewed for the incorporation of the prohibition of animals except for legally registered service animals and emotional support animals, smoking, and other conduct determined to be inconsistent with the Carpinteria Municipal Code. The Special Event Permit requires the event rules to be posted at all entrances to the event.

B. Alcoholic Beverages

The City Council may allow alcoholic beverage sales and serving in the event footprint area by determining said area to be a public park. This determination would then allow alcoholic beverage sales and serving. Carpinteria Municipal Code Section 10.68.010 defines a special event as including any event in a public park where regulated alcoholic beverages are to be consumed. ABC would then issue a permit to the event subject to conditions and/or restrictions on the sale and serving of alcoholic beverages including defining the Alcohol Sales Permit footprint area and limiting the hours of sale.

C. Sanitary Facilities, Storm Water Pollution Prevention, and Recycling

1. Sanitary Facilities- Portable hand washing and urinal/toilet sanitary facilities and janitorial services are required to be provided by the event organizer.

2. Storm Water Pollution Prevention- Best management practices are required to be implemented at existing storm drain inlets within and adjacent to the event.

3. Recycling- Recyclables are required to be segregated from the event's solid waste stream. Vendors are prohibited from using non-recyclable, plastic take-out food containers. The applicant is also required to instruct vendors to avoid distribution of plastic-filmed bags and to document and report solid waste stream and recycling diversion amounts.

FINANCIAL CONSIDERATIONS

The estimated cost of special event law enforcement services for the 2023 Carpinteria Avocado Festival is $23,000. Should the City Council approve this request, the cost would be allocated from the Law Enforcement Program budget (Expense Account No. 101-171-5255) in the Adopted Fiscal Year 2023/24 Budget.

The estimated total cost of temporary traffic control and street cleaning services is $30,000. This includes staff overtime and contractor costs. The cost would be allocated from the Gas Tax Fund for the temporary traffic control and Measure A Fund for the street cleaning services.

The Community Development Department Code Compliance Division would perform normal duties in and around the event footprint area, which includes enforcing parking, bicycle, and skating regulations; and compliance with restrictions on vending. There would be no additional costs associated with these services.

The event's beneficial economic impact to the community has been discussed amongst the City Council in previous years in conjunction with the City's subsidy of the event. One aspect to the economic benefit has been the opportunity of fundraising for local

non-profit organizations. Further, it has been generally acknowledged in previous years that the event boosted sales and transient occupancy taxes.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

Approval of the Special Event Permit Application results in the footprint of the event being designated as a public park and allows for the sale and serving of food and alcoholic beverages.

OPTIONS

1. Approve the Special Event Permit for the 2023 California Avocado Festival. (Staff recommendation)
2. Direct changes to the conditions and approve the Special Event Permit.
3. Deny the Special Event Permit Application.

PRINCIPAL PARTIES EXPECTED AT MEETING

California Avocado Festival, Inc.

ATTACHMENTS

Attachment A: Special Event Permit Application

Staff contact:
John L. Ilasin, Public Works Director
(805) 880-3402; johni@carpinteriaca.gov

/s/
Signature

Reviewed by:
Licette Maldonado, Administrative Services Director
(805) 755-4448; licettem@carpinteriaca.gov

/s/
Signature

Reviewed by:
Dave Durflinger, City Manager
(805) 755-4400; daved@carpinteriaca.gov

MR for Dave Durflinger
Signature

ATTACHMENT A

Special Event Permit Application

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PERMIT NO. 7276

City of Carpinteria, California

PUBLIC WORKS DEPARTMENT

SPECIAL EVENT PERMIT APPLICATION

1. EVENT INFORMATION

Name of Event: California Avocado Festival

Address/Area/Location of Event: See attached map

2. EVENT ORGANIZER INFORMATION

Contact name: Ben Mescari Organization: California Avocado Festival

Phone: 805-684-0038 Email: info@avofest.com

Address: 5320 Carpinteria Ave Ste K Carpinteria, CA 93013

3. EVENT INFORMATION

Description of event: See attached

Date of event: From Friday Oct 6 To: Sunday Oct 8

Estimated attendance: 60,000 flow

Start time (incl. set up): See attached End time (incl. clean up): See attached

Open to the public?	☒ Yes ☐ No	Will food be sold?*	☒ Yes ☐ No
Will minors be present?	☒ Yes ☐ No	Will alcohol be served?*	☒ Yes ☐ No
Admission fee charged?	☐ Yes ☒ No	Will alcohol be sold?*	☒ Yes ☐ No
Will food be served?*	☒ Yes ☐ No		

Will this event cause any disturbance, noise or congestion in the vicinity of the proposed event? Yes No If yes, please attach an explain and give mitigating measures.

If food or alcohol will be served, please attach the appropriate approved permits. For Temporary Food EVENT, which may be obtained from the Santa Barbara County Public Health Department visit www.sbcphd.org. For Alcohol Beverage Control visit https://www.abc.ca.gov/Forms/PDFSpc.html (please note the City only allows alcohol under specific conditions and reserves the right to reject alcohol sales for special events**).* All vendors and commercial participants shall have an active City of Carpinteria Business License at the time of the event. Vendors shall be required to have proof of such License the day of the event if requested by City staff or other enforcement agency.

SITE PLAN/MAP ROUTE/TRAFFIC CONTROL PLAN DIAGRAM

Your site plan should include the following:

☒ Outline of entire event, including street names. If your event includes road closures, please indicate the location of all closures, route to be traveled (if athletic event), including direction of travel and detours.

☒ The location of all stages, platforms, scaffolding, loud speakers, bleachers, canopies, tents, portable toilets, booths, dumpsters and other temporary structures.

☒ The location of all approved signs, barricades, and barriers. All signage associated with the event shall be placed as not to interfere with vehicles, bicycles and pedestrians. Signs directing traffic shall be in accordance with the State of California Department of Transportation Manual on Uniform Traffic Control Devices latest edition (California MUTCD).

☒ Any signs that the event organizer plans on using to direct athletic event participants (may not imitate traffic control signs in any way)

☐ Other related event components not listed above

Support Request: Traffic ☒ Crowd Control ☒ Street Closure ☒ Other ☐

The Public Works Department will consider your request for support; however, a request does not guarantee support. If your event is requesting support from the City, please plan accordingly and submit your application ***no less than two months prior to the event date****. Requests for support require approval by the Carpinteria City Council or their designee.*

PLEASE BE SURE YOUR APPLICATION IS COMPLETE!

In addition to the items above, your application must include the following items to be considered for approval:

☐ Application Fee ($135/non-profits, $570/for-profits)

☐ Insurance Indemnification*

☐ Proof of Insurance

☐ Additional Insured Endorsement

*Not less than one million dollars ($1,000,000) combined single limit for both bodily injury and property damage. The policy or policies shall also contain a provision that no termination, cancellation, or change of coverage for the insured or additional insured shall take effect until ten (10) days notice has been given in writing to the City Clerk of the City of Carpinteria.

Please attach any additional information including maps, descriptions, and insurance information. Your permit will not be processed unless it is complete.

4. CONDITIONS OF USE

A. PERMIT CONDITIONS

1. An EVENT is not considered permitted until (1) EVENT ORGANIZER delivers to the City of Carpinteria the Special Event permit application, application fee, certificate of insurance and additional insured endorsement, written evidence of permits and licenses, and any other items deemed necessary by the City of Carpinteria; and (2) the City of Carpinteria, in its sole discretion, approves such permit in writing.

2. EVENT ORGANIZER shall provide the City with a single contact who is to serve as the representative for EVENT ORGANIZER's activities.

3. EVENT ORGANIZER shall be responsible for securing all required permits and licenses.

4. The EVENT shall be used for the purpose stated in this agreement and no other use will be permitted.

5. EVENT ORGANIZER shall not use the City of Carpinteria's name to suggest endorsement or sponsorship of the event without prior written approval of the City of Carpinteria Public Works Director or his/her designee. EVENT ORGANIZER's publicity of the event shall clearly and accurately identify the name of the sponsoring organization or individual.

6. EVENT ORGANIZER shall permit any City of Carpinteria officers, employees, or agents to visit the event described in this permit.

7. EVENT ORGANIZER is an independent contractor and not the agent or employee of the City of Carpinteria.

B. INDEMNIFICATION AND INSURANCE

1. EVENT ORGANIZER shall indemnify, defend, and hold harmless the City of Carpinteria, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with EVENT ORGANIZER's use or occupancy of the EVENT and adjoining property, unless solely caused by the gross negligence or willful misconduct of the City of Carpinteria, its officers, employees, or agents.

2. **General liability insurance**. EVENT ORGANIZER shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. If alcohol is sold during the permitted activity, coverage must include full liquor liability. Such insurance shall name the City of Carpinteria, its officers, employees, agents, and volunteers as additional insureds prior to the date of the permit. EVENT

ORGANIZER shall file certificates of such insurance with the City of Carpinteria, which shall be endorsed to provide ten (10) days notice to the City of Carpinteria of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the event, the City of Carpinteria may deny access to the EVENT.

All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the EVENT ORGANIZER maintains higher limits than the minimums shown above, the City of Carpinteria requires and shall be entitled to coverage for the higher limits maintained by the EVENT ORGANIZER. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Carpinteria.

3. EVENT ORGANIZER shall report any personal injuries or property damage arising at any time during and/or arising out of or in any way connected with EVENT ORGANIZER's use or occupancy of the City of Carpinteria's facilities and adjoining property to the City of Carpinteria Public Works Director or his/her designee, in writing and as soon as practicable.

4. EVENT ORGANIZER waives any right of recovery against the City of Carpinteria, its officers, employees, and agents for fires, floods, earthquakes, civil disturbances, regulation of any public authority, and other causes beyond the their control. EVENT ORGANIZER shall not charge results of "acts of God" to the City of Carpinteria, its officers, employees, or agents.

5. EVENT ORGANIZER waives any right of recovery against the City of Carpinteria, its officers, employees, and agents for indemnification, contribution, or declaratory relief arising out of or in any way connected with EVENT ORGANIZER's use or occupancy of the EVENT and adjoining property, even if the City of Carpinteria, its officers, employees, or agents seek recovery against EVENT ORGANIZER.

6. The City of Carpinteria makes no warranty, express or implied, as to the suitability of any roadway, bikeway or sidewalk for the event proposed. Not all City facilities are specifically designed for use as proposed.

C. SECURITY

1. The City of Carpinteria, at its sole discretion, may require a certain number of security or Sheriff officers for the event. EVENT ORGANIZER shall be responsible for

procuring and paying for officers through the City of Carpinteria or a private security agency.

2. EVENT ORGANIZER is solely responsible for supervising all individuals at the EVENT and adjoining property during the event. The City of Carpinteria is not responsible for providing this supervision. However, the City of Carpinteria may evict individuals from the EVENT during the event if their conduct is not in the best interest of the public or is deemed to be detrimental in any way.

D. SET UP / CLEAN UP / TRAFFIC CONTROLS

1. All participants shall sign written acknowledgment stating the following: 1) the California Vehicle Code must be complied with, including but not limited to section 21464, "Interference with Traffic Devices" and 2) that due caution shall be exercised.

2. This permit for use of the public rights-of-way for the subject event is not intended to provide participants with any guarantee of safety in completing the proposed activity. Participants shall be responsible for their own safety in using the public rights of way.

3. It is the responsibility of the EVENT ORGANIZER to inspect and monitor the physical condition of the event route, including but not limited to pavement conditions, areas that may be effected by weather changes and traffic volumes, and determine the suitability of the route for the proposed event.

4. 'No Parking' signs shall be installed 72 hours prior to the EVENT in those areas where parking will be affected.

5. Barricades/cones shall be installed one half hour (minimum) prior to beginning of event and shall be removed immediately upon completion of the event. Vehicles shall be placed on the event side of the barricades as an added measure of protection. All barricades shall be monitored to ensure emergency vehicles can enter and exit the event location without impediment.

6. All traffic control signage notifying motorists of approved road closures and detours shall be in conformance with the California Manual on Uniform Traffic Control Devices.

7. The EVENT ORGANIZER shall conduct a briefing for all event monitors explaining the conditions of this permit. Unsatisfactory conduct by event monitors, promoters or sponsors is grounds for revocation of this permit and/or denial of future permits.

8. EVENT ORGANIZER shall not use any permanent markings or fasteners in any part of the public right-of-way and shall not make or allow to be made any alterations of any kind therein.

9. EVENT ORGANIZER shall be responsible for all cleanup of the EVENT, including adjacent grounds, at the end of the EVENT. EVENT ORGANIZER shall pick up, bag, and remove all trash and any markings generated by all activity in any way connected with its use of the EVENT, leaving the public right-of-way clean and free of all trash and litter. EVENT ORGANIZER shall also leave all fixtures, if any, in good working condition.

10. EVENT ORGANIZER shall not store any equipment or materials at the EVENT or adjoining property without the prior written approval of the City of Carpinteria Manager or his/her designee.

11. EVENT ORGANIZER shall be responsible for any and all damage to the EVENT and/or its contents during use. In the event damage occurs or excessive cleaning is necessary, EVENT ORGANIZER shall be charged for any and all janitorial and/or repair fees incurred by the City of Carpinteria as a result.

E. EQUIPMENT / ACCESSORIES

1. EVENT ORGANIZER shall not remove, relocate, or take City of Carpinteria property outside of the EVENT for any reason without the prior written approval of the City of Carpinteria Public Works Director or his/her designee.

2. EVENT ORGANIZER shall not use City of Carpinteria equipment, tools, or furnishings located in or about the EVENT without the prior written approval of the City of Carpinteria Public Works Director or his/her designee.

3. EVENT ORGANIZER shall not drive motorized vehicles on field or green space.

4. The City of Carpinteria does not provide audio/visual systems, public address systems, spotlights, floodlights, or projectors. EVENT ORGANIZER, at its own cost, may bring these systems into the EVENT for their use.

5. EVENT ORGANIZER shall secure the approval of the City of Carpinteria before using audio/visual systems, public address systems, and live or recorded amplified music. EVENT ORGANIZER shall not record, televise, or broadcast the event or any portion thereof without prior written approval of the City of Carpinteria Public Works Director or his/her designee.

F. MISCELLANEOUS

1. EVENT ORGANIZER shall comply with all local, state, and federal laws and regulations related to the use of the EVENT. The EVENT ORGANIZER agrees to abide by all applicable federal and state accessibility standards and regulations.

2. EVENT ORGANIZER shall not admit a larger number of individuals than can lawfully, safely, and freely move about the EVENT.

3. Gambling of any kind is not permitted at the EVENT.

4. The EVENT shall comply with Municipal Code §8.52 Smoking Regulations. The Code prohibits smoking in all public places where other persons can be exposed to secondhand smoke. Pursuant to §8.52.060 D, the applicant shall designate a smoking area where smoking may be permitted subject to the conditions listed in §8.52.060 C of the Carpinteria Municipal Code.

5. If EVENT ORGANIZER violates any part of this permit or reports false information to the City of Carpinteria, the City of Carpinteria may refuse EVENT ORGANIZER future

permits and EVENT ORGANIZER shall forfeit a portion of or all of the fee and/or the deposit.

6. The City of Carpinteria may impose additional requirements as deemed necessary to protect the health, safety, and/or welfare of the community.

7. Any person aggrieved by the City of Carpinteria's decision with respect to this permit may appeal to the City of Carpinteria Public Works Director or his/her designee in writing no later than five (5) days after the City of Carpinteria's decision has been communicated to the aggrieved party.

8. If any provision of this permit is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

IMPORTANT

I am an authorized agent of the organization submitting this agreement. The information provided in this agreement is true and correct. I have read and understand this agreement and agree to all of the aforementioned rules, regulations, and conditions of use.

Signature	5320 Carpinteria Ave Ste K Address
Ben Mescari Print name	805-684-0038 Phone
California Avocado Festival Organization	info@avofest.com Email

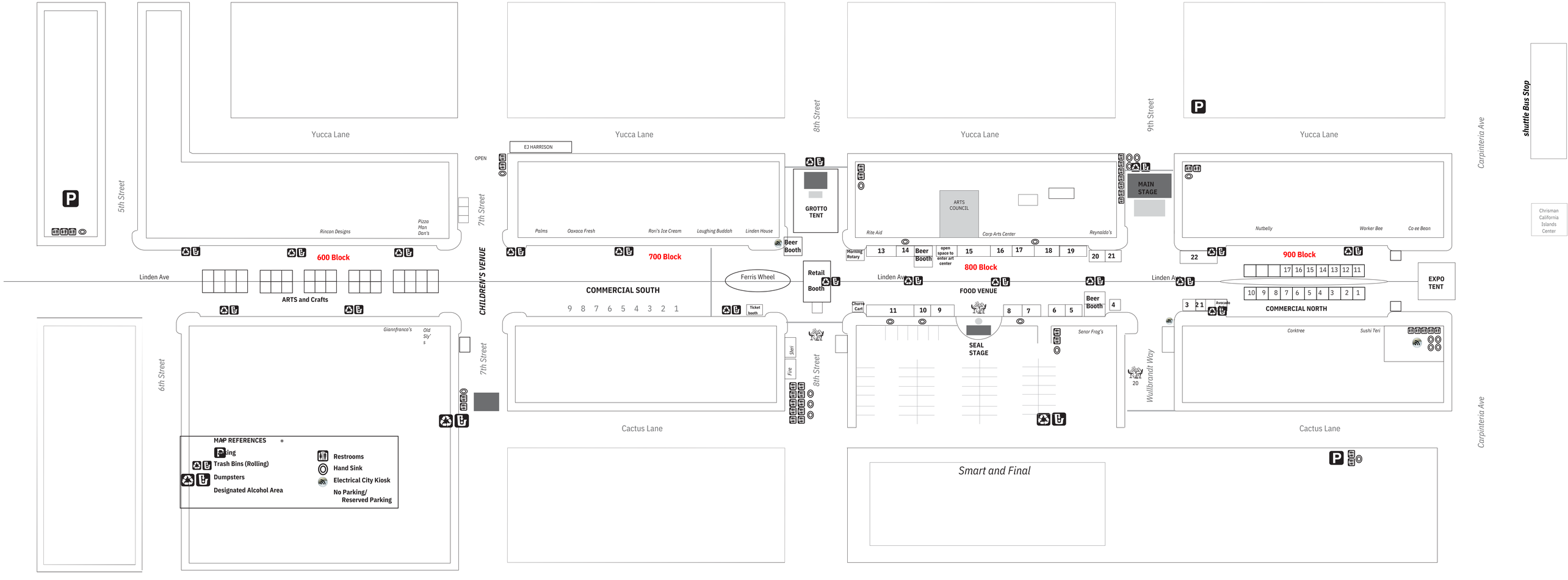
City of Carpinteria USE ONLY

Permit fee _____ Total paid _____

Deposit _____ Deposit returned _____

APPROVED BY:

Sheriff's Department	Public Works Director	City Manager
Date	Date	Date


Yucca Lane
Yucca Lane
Yucca Lane
Yucca Lane
5th Street
6th Street
7th Street
7th Street
8th Street
8th Street
9th Street
Carpinteria Ave
Carpinteria Ave
shuttle Bus Stop
Chrisman California Islands Center
Linden Ave
Linden Ave
Linden Ave
CHILDREN'S VENUE
OPEN
EJ HARRISON
Rincon Designs
Pizza Man Dan's
600 Block
ARTS and Crafts
Palms
Oaxaca Fresh
Rori's Ice Cream
Laughing Buddah
Linden House
700 Block
COMMERCIAL SOUTH
9 8 7 6 5 4 3 2 1
Ferris Wheel
Ticket booth
Beer Booth
GROTTO TENT
Retail Booth
Skeri
Fire
Cactus Lane
Giannfranco's
Old Sly's
MAP REFERENCES
Parking
Trash Bins (Rolling)
Dumpsters
Designated Alcohol Area
Restrooms
Hand Sink
Electrical City Kiosk
No Parking/ Reserved Parking
ARTS COUNCIL
Rite Aid
Carp Arts Center
Reynaldo's
MAIN STAGE
Morning Rotary
13 14
Beer Booth
open space to enter art center
15 16 17 18 19
20 21
800 Block
FOOD VENUE
Churro Cart
11 10 9
8 7
6 5
Beer Booth
4
SEAL STAGE
Senor Frog's
20
Wallbrandt Way
Nutbelly
Worker Bee
Co ee Bean
22
900 Block
17 16 15 14 13 12 11
10 9 8 7 6 5 4 3 2 1
EXPO TENT
3 2 1
Avocado
COMMERCIAL NORTH
Corktree
Sushi Teri
Cactus Lane
Smart and Final

2023 California Avocado Festival
Project Description and Outline
4/13/23

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2023 California Avocado Festival
Project Description and Outline
4/13/23

1. FESTIVAL CONCEPT AND OVERVIEW

A. The California Avocado Festival is a community event designed to be a major fundraising opportunity for many local non-profits and service groups of Carpinteria Valley. It was also created as an annual festival for the enjoyment of the people of the State of California, for the promotion of avocados.

B. The Festival was organized in 1986 as a non-profit (501C-3) California corporation called the California Avocado Festival, Inc. The directors of the Festival are comprised of community members.

C. Historically, the Festival has drawn some 40-50,000 attendees during the three days. Visitors come primarily from all over Southern California. After the Festival was covered on the *Food Network* and the *Travel Channel*, our visitors come from all over the world.

2. HOURS OF OPERATION

A. The 37th Annual Festival will operate on Friday (10/06/23) from 1:00 PM to 10:00 PM, on Saturday (10/07/23) from 10:00 AM to 10:00 PM and Sunday (10/08/23) from 10:00 AM to 6:00 PM.

B. Preparation for the Festival begins Wednesday morning (10/04/23) with the placing of the canopies and tents for the food court along the 900 block of Linden Ave.

C. The Friday Festival will take place in the 700, 800 & 900 blocks of Linden. Food booths will be open and there will be music at the Seal Fountain, Grotto Stage, & Main Stage. Friday, the Festival will be open at 1 pm.

D. Arts and Crafts will be set up on Saturday morning, and open Saturday and Sunday 10:00 AM-6:00 PM. On the 600 Block of Linden.

E. Beer and wine sales manned by the California Avocado Festival will cease at 9:15 PM on Friday, 9:15 PM on Saturday and 5:15 PM on Sunday, (45 minutes hour prior to closing).

F. The music will stop at 10:00 PM on Friday, 10:00 PM on Saturday and 6:00 PM on Sunday.

G. All vendors will cease selling at 10:00 PM on Friday, 10:00 PM on Saturday and 5:30 PM on Sunday.

3. SITE AND ACTIVITIES

A. Linden Avenue (900): Is a mixed use area, Commercial Booths, George Bliss Expo Tent and the High School Cheerleader's serving guacamole using locally grown avocados.

B. Linden Avenue (800): Food Booths will be concentrated on the 800 block of Linden, leaving a clear zone around the fountain. The fountain area will be left for music presentations. There will be tables and chairs in front of the Seal Fountain Stage and also on Wullbrandt Way. The Festival beer and wine booths will be located on this block. One booth in front of Señor Frogs, 1 booth in front of the Carpinteria Arts Center and one on the side of Rite Aid.

C. Linden Avenue (700): Commercial South Exhibitors booths will be concentrated on this block. There will also be a Ferris wheel. Final configuration based on construction and parklets.

D. Linden Avenue (600): Arts & Crafts Booths with handmade items. Exhibitors have applied for the Festival and have been judged by a committee to minimize duplicate items, keep quality high, etc. Festival staff will control entry and exit of vehicles from this area.

E. 8th Street will be the site of the Grotto Stage hosting musical acts on Friday, Saturday and Sunday and all contests with covered seating.

F. 7th Street between Yucca and Cactus will be the site for the Kid's Area and Kid's Stage.

G. 9th Street (900 block): The Main Stage will be located between Yucca and Linden with a defined dance area directly in front of the stage.

H. Wullbrandt Way (900 block): Food Vendors, mobile food trucks and carts, table and chairs for eating, free speech area, bathrooms.

I. 8th Street (Between 900-800 block): refrigerated semi-trailer for perishable food storage; Sheriffs Command Center vehicle, First Aid, Aware and Prepare, and Fire District will provide Fire Engine. Festival strategic headquarters if available.

J. Shade covering attached to tubular steel structures above the dance floor on 9th Street and above the stage at the Seal Fountain.

4. SHUTTLE BUS INFORMATION

A. Shuttle Bus service is being contracted with Jump on the School Bus to transport attendees from the Carpinteria High School parking lot a drop point located on the north side of Carpinteria Avenue. Between Chrisman California Islands Center and Brew and Cue.

B. Parking is free at the Carpinteria High School Parking Lot. Tickets for the shuttle will be sold at Carpinteria High School Parking Lot at $5 per person.

C. Local street directional signs will be provided to direct traffic to the parking area. A portable restroom will also be provided at both locations.

5. PARKING RESTRICTIONS

The following work will be performed by Public Works staff unless otherwise noted.

A. Sleeves will be put on the 90-minute parking signs at Parking Lot #1 (rear) from early Friday morning until the end of Festival.

B. Public Works will place "No Parking" signs at the following locations and times.

a. Carpinteria Ave (Westbound) @ Front of Torrey Pine:	Sat-Sun 9 AM-10 PM
b. Carpinteria Ave (Westbound) @ Brew & Cue:	Sat-Sun 9 AM-10 PM
c. Linden Ave: 600 block	Fri-Sun 7 AM-10 PM
d. Linden Ave: 700 block	Thurs-Sun 7 AM-10 PM
e. Linden Ave: 800 block	Thurs-Sun 7 AM-10 PM
f. Linden Ave: 900 block	Thurs-Sun 7 AM-10 PM
g. Smart & Final Driveway Fronting on 800 Linden	Fri-Sun 7 AM-10 PM
h. Smart & Final Driveway Behind Reading Room	Fri-Sun 7 AM-10 PM
i. Deliver 4 barriers to Smart & Final for Parking lot	Fri-Sun 7 AM-6 PM
j. 7th Street: 4900 Block to Cactus	Fri-Sun 7 AM-10 PM
k. 7th Street: 500 Block to Yucca	Thurs-Sun 7 AM-10 PM
l. 8th Street: 4900(S&F & Cactus to Linden)	Thurs-Sun 7 AM-10 PM
m. 8th Street: 5000, ½ block to alley	Thurs-Sun 7 AM-10 PM
n. 9th Street: 4900, ½ block to alley	Thurs-Sun 7 AM-10 PM
o. Wullbrandt Way (5000), ½ block to alley	Thurs-Sun 7 AM-10 PM
p. 9th& Cactus: 4 parking spaces SW corner of lot 2	Fri-Sun 7 AM-10 PM
q. 9th Street from Yucca to Elm	Thurs-Sun 7 AM-10 PM
r. Behind Napa Auto parts, Lot 1, extra Handicap parking	Fri-Sun 7 AM-10 PM
s. Smart & Final Parking lot, 1st row, fountain to corner	Thurs-Sun 7 AM-10 PM

C. Post "Permit Parking only" at the following locations. (Monitored by festival event staff)
   a. 9th Street - As with past years, we will provide our musicians with a parking permit for that area.
   b. The properties along the South side of 9th Street will be notified and, if requested, will be given parking permits (as we have in the past).
   c. 9th St. Permit parking will enter from Yucca and exit Elm.
   d. On the north side of 8th Street from Smart and Final's Driveway to Maple Ave.
   e. Cravens Parking on 6th Street (601 Linden) – permit by parking only for residents.

D. Both drives from 9th St. to Parking lot 1 will be closed/barricaded (to allow for additional parking in Lot 1 and 9th Street in the entrance/exit area).

E. Downtown irrigation is shut off in the Festival footprint.

F. The Festival provides 2023 "Vendor Event Access Cards" for closed street areas for loading/unloading only as provided in the past. There are 5 areas designated by 5 different colors/60 of each:
   a. Arts & Crafts

b. Commercial
c. Food
d. Entertainment
e. General

Please see attached for example.

6. STREET CLOSURES, DETOURS AND TRAFFIC CONTROL

Public Works staff will perform the following work unless otherwise noted.

A. Street Closures will occur at the following locations:
   a. The 700 block of Linden Ave. to Carpinteria Ave. Wednesday, October 4th at 7:00 AM to Sunday, October 8th, 2023 and will be open by 11:00 PM.
   b. 8th street between Elm Ave and Maple Ave, 9th street from Elm Ave to Linden, and Wullbrandt Way Wednesday, October 4th through Sunday, October 8th, 2023 and will be open by 11:00 PM.
   c. 600 Block of Linden Avenue to be closed from 6:00 AM Friday – 11:00 PM Sunday.
   d. 8th Street between Cactus Avenue and Yucca from 7:00 AM Friday - 11:00 PM Sunday.
   e. 9th Street between Cactus Avenue and Yucca from 7:00 AM Friday - 11:00 PM Sunday.

B. Traffic detour signs will be placed at the following locations with respect to street closure times noted in above items a and b.
   a. Elm Avenue at 9th, 8th, and 6th Streets place (north/south arrow)
   b. Maple Avenue at 8th, and 7th Streets (north/south arrow)
   c. Linden Avenue, south of Carpinteria Avenue (east/west arrow)
   d. Linden Avenue, north of Carpinteria Avenue (head of control cones)
   e. Linden Avenue, north of 6th Street (south arrow)
   f. No Parking on 8th Street from Smart & Final Driveway to Elm – Operations parking

C. Traffic control cones will be placed at the intersection of Carpinteria Avenue and Linden Avenue to detour southbound Linden Avenue traffic onto Carpinteria Avenue by way of left turn and right turn movements only.

D. Traffic signal sequencing shall be modified by Public Works at the intersection of Carpinteria Avenue and Linden Avenue.

E. Closed streets will be opened on Sunday night after vendors and equipment have been removed and street clean-up is complete. Public Works will monitor area during cleaning and opening of streets. All Public Works items will be placed at corners for pickup on Monday morning. Items such as beverage trailers, portable restrooms and roll off containers will either be located on private property or be situated close to the curbs so as to not impede traffic or pose any hazards.

F. Festival volunteers will pick up all shuttle bus direction signs.

7. ALCOHOL SERVICE

We will be continuing our relationship with the Safe Servers program facilitated by the California Avocado Festival.

A. The California Avocado Festival is the 2023 sole vendor of beer and wine in the public right-of-way at the Festival. Approval of this special event permit will permit such vending and suspend the City's ban on consumption in the specified public area for the Festival hours only.

B. Beer and wine sales shall be from 1:00 PM to 9:15 PM on Friday, 11:00 AM until 9:15 PM on Saturday and 11:00 AM until 5:15 PM on Sunday.

C. The Festival shall acquire the necessary ABC permit and insurance.

D. Beverages will be poured into appropriate containers unique to their operation.

E. Consumption of beer and wine sold by the Festival shall be limited to the designated area on Linden Ave. between 8th Street and 9th Street including the Main Stage area on 9th Street, the Avo Performing Stage seating area and the small area of Wullbrandt Way. (see attached map).

F. The Festival will hire a qualified guard to monitor compliance at each booth.

G. The Festival will provide 12 guards around the perimeter of the festival to assure consumption occurs within the designated areas (see attached map).

H. The Festival will require alcohol server awareness training for shift volunteers.

8. POLICE, FIRE, SECURITY AND COMMUNICATIONS

A. The Santa Barbara County Sheriff's Department controls all necessary law enforcement and procedures under contract to the City of Carpinteria.

B. The Festival will provide for a licensed security guard service to handle property security before and after the Festival hours of operation. The Festival will contract for security on Thursday, Friday and Saturday evenings with the number of personnel to be determined based on the number and location of exhibits. Security will be contracted until festival completion.

C. The Festival will request a "Command Post" vehicle from the Sheriff's Department.

D. The Festival will obtain sufficient numbers of portable radios and/or cellular phones for troubleshooting, information requests, calls for service and emergencies. A portable or base station will be provided for the communications trailer to enhance the dispatching of EMT personnel.

E. The Fire District will require proof of flame-resistance for each tent erected. In addition, proper fire extinguishers shall be provided by the tent contract for each booth employing open flame cooking or for larger enclosed tents, as required by the California Fire Code.

F. The County Sheriff's Department and event staff will enforce the "no dog" policy. Signs will be posted at all entries.

9. UTILITIES, SANITATION, TRASH, ETC.

We will be utilizing the team and systems from recent years to maintain our Zero Waste Status.

A. The Festival will be responsible for the hook-up of all electrical appliances in a safe manner according to the Uniform Electrical Code. Vendors will be asked not to bring household type appliances or halogen lights because of their typically heavy draw on current.

B. On-site trash and garbage will be collected by a professional janitorial service contracted by the festival for that purpose. Trash and Recycling will be disposed of in 3 - 40-yard roll-off containers (plus one smaller container) by E.J. Harrison & Sons of Ventura. Location to be determined within the approved Festival footprint The contractor is also providing numerous collection receptacles in the Festival area.

C. Festival volunteers will assist in overall clean up of the area around the Festival site and will supervise and assist the on-site clean up on Saturday and Sunday evenings.

D. Appropriate containers for waste oils and grease will be provided for the food vendors and will be disposed of by a rendering company. The Festival will clean any excess grease or oils on the sidewalk or street. A post washing facility (self-contained) is being pursued for the food booth area. Food vendors are required to place appropriate flooring on the street to catch any cooking oils. All county health requirements will be met.

E. Portable sanitary facilities will be provided at various locations: CHS, 9th and Yucca, 9th and Cactus, 8th and Yucca, 7th and Linden. The Festival will contract for servicing of the facilities once on Friday twice on Saturday and once on Sunday. Toilets will be placed Thursday morning and picked up on Monday morning. Hand washing facilities will be placed at most sites.

F. The Health Department of the County of Santa Barbara is the lead agency for controlling food vending at the Festival. All food vendors are required to attend a pre-Festival meeting with Health Department officials and must undergo a final inspection prior to first sales on Friday. All vendors will comply with Health Department rules and regulations.

G. The Festival will supply standard and handicap bathrooms and sinks at City bathroom locations. City will lock City bathrooms.

10. INSURANCE

A. The Festival will contract for a $2,000,000 liability insurance naming the City of Carpinteria as an additional insured. The Festival will also provide proof of insurance as required to the Carpinteria Unified School District and any other property owners who make facilities available to the Festival.

B. Proof of insurance is also required of all vendors who are selling any product/service at the Festival. Any Attraction using the City right-of-way will be required to include the city of Carpinteria as an "also insured" as well as the Festival.

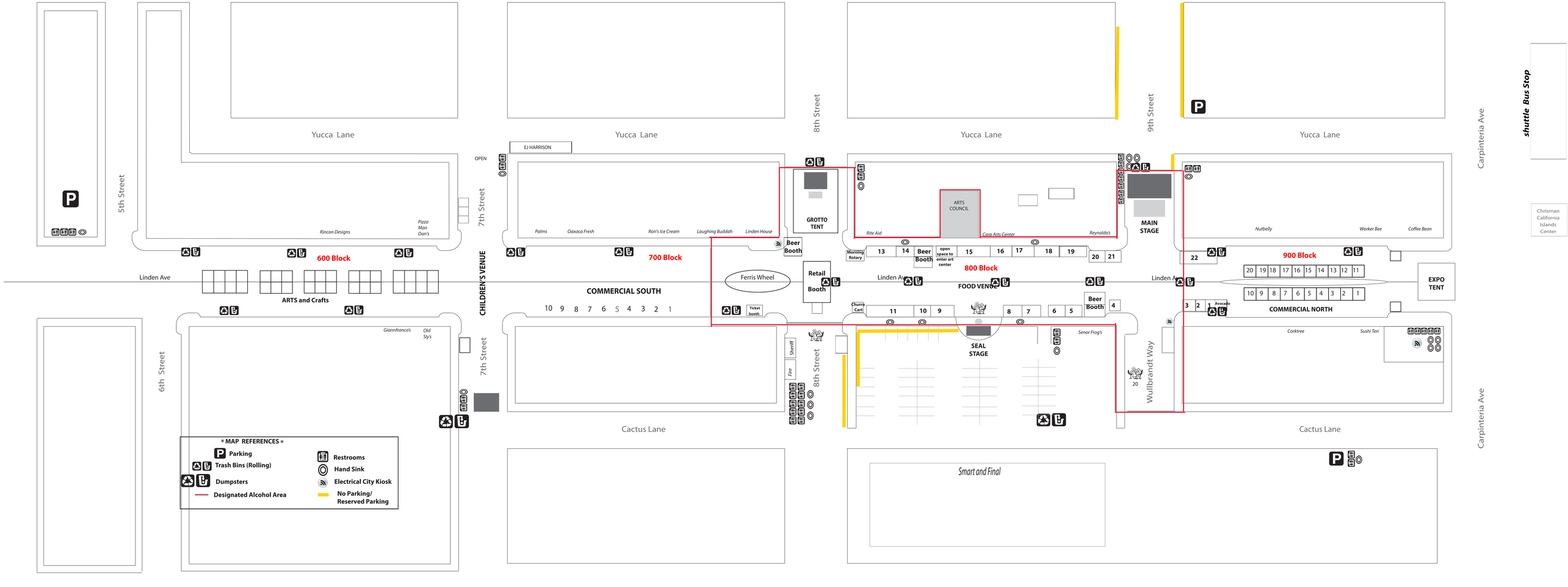
11. PERMITS AND APPROVALS

A. The following permits, approvals or notifications will be obtained by the representative agencies for the Festival:

   a. Special Event Permit (City of Carpinteria).
   b. Carpinteria Unified School District for use of parking facilities (Approved).
   c. Affected vendors will be required to obtain a Sales Tax permit.
   d. Food vendors will be required to obtain Public Health Department permits for their booths from Santa Barbara County (through Festival).
   e. City will request additional police services for the event from the Santa Barbara County Sheriff Department.
   f. All outside contractors will be required to provide their own insurance and provide the California Avocado Festival with a COI.
   g. Carpinteria-Summerland Fire Department, emergency medical services and the local schools will be notified of all street closures by the event coordinator.

12. KEY FESTIVAL PERSONNEL

A.	Gary Dobbins	Media Chair/Board Member	448-4771 (cell)
B.	Mike Lazaro	Operations/Entertainment /Board Member	403-7631 (cell)
C.	Ben Mascari	Operations/Board Member	453-5258 (cell)
D.	Jeff Theimer	Operations/Board Member	455-5662 (cell)
E.	Emily Miles	Food Chair/Board Member	452-6884 (cell)
F.	Melissa Simpson	Expo Chair/Board Member	212-0450 (cell)
G.	Andrea Lionello	Arts & Crafts/ Board Member	801-8745 (cell)
H.	Kim Gutierrez	Administrator	684-0038(office) 714-280-3676(cell)


Yucca Lane
Yucca Lane
Yucca Lane
Yucca Lane
5th Street
6th Street
7th Street
7th Street
8th Street
8th Street
9th Street
Carpinteria Ave
Carpinteria Ave
shuttle Bus Stop
Chrisman California Islands Center
Linden Ave
Linden Ave
Linden Ave
Cactus Lane
Cactus Lane
Smart and Final
EJ HARRISON
OPEN
Rincon Designs
Pizza Man Dan's
600 Block
ARTS and Crafts
Palms
Oaxaca Fresh
Rori's Ice Cream
Laughing Buddah
Linden House
700 Block
Beer Booth
GROTTO TENT
Ferris Wheel
Retail Booth
COMMERCIAL SOUTH
10 9 8 7 6 5 4 3 2 1
Ticket booth
CHILDREN'S VENUE
Giannfranco's
Old Sly's
Sheriff
Fire
ARTS COUNCIL
Rite Aid
Carp Arts Center
Reynaldo's
Morning Rotary
13 14
Beer Booth
open space to enter art center
15 16 17 18 19
20 21
800 Block
FOOD VENUE
Churro Cart
11 10 9
8 7 6 5
Beer Booth
4
SEAL STAGE
Senor Frog's
20
Wullbrandt Way
MAIN STAGE
Nutbelly
Worker Bee
Coffee Bean
22
900 Block
20 19 18 17 16 15 14 13 12 11
10 9 8 7 6 5 4 3 2 1
3 2 1
Avocado
COMMERCIAL NORTH
EXPO TENT
Corktree
Sushi Teri
* MAP REFERENCES *
Parking
Trash Bins (Rolling)
Dumpsters
Designated Alcohol Area
Restrooms
Hand Sink
Electrical City Kiosk
No Parking/ Reserved Parking

CITY OF CARPINTERIA
SPECIAL EVENT PERMIT
CONDITIONS OF APPROVAL
2023 CALIFORNIA AVOCADO FESTIVAL

The Special Event Permit Application and application materials are incorporated into this Special Event Permit. These Conditions of Approval are a part of the Special Event Permit pursuant Carpinteria Municipal Code Section 10.68 (Special Event Permits). In case of a conflict between the Special Event Permit Application and application materials and the Conditions of Approval, the Conditions of Approval shall take precedence.

1. The applicant shall deliver written notice to each potentially affected property including business, resident, or occupant, as determined by the City Manager. The notice shall contain a brief description of the event, event dates, and contact information of the applicant. The notice shall be delivered at fourteen (14) calendar days and again at two (2) working days prior to beginning the event.

   The notice shall be in the form of a door hanger made of index paper with the size of 14 inches by 4.5 inches. The notice shall be in English with translation in Spanish.

   Temporary No Parking signs shall be posted at least three (3) working days in advance of the first date of enforcement. Each sign must include the event coordinator's name, event description, beginning and end dates and the hours in effect, if not 24 hours per day, if applicable.

   Signs shall be professionally made of moisture-resistant, heavy duty cardboard or other approved material. All signs shall be maintained by the applicant and kept free from graffiti. Any sign which becomes illegible or is removed shall be replaced within 24 hours. Obtain approval for the signs and the placement thereof from the City Manager.

   The applicant shall coordinate with the Farmers Market and Carpinteria Creative Arts events to move to Parking Lot #3 no later than Wednesday, October 4, 2023.

2. The applicant shall establish event rules for attendance whereby animals (except for legally registered service animals and emotional support animals) and conduct/activities that threaten public health and safety are prohibited. The applicant shall post the event rules at all entrances to the event. The applicant shall be responsible for monitoring and enforcement, which may include requesting violators to leave the event.

3. The applicant shall establish event rules for exhibitors whereby operating standards and prohibited conduct are described including, but not limited to, compliance with the City's single-use bag regulations and prohibition on the use of non-recyclable plastic take-out food containers; set-up and tear-down schedule; vehicle access and parking; and security and display parameters. Event rules shall be provided to each exhibitor and vendor prior to the event and receipt acknowledged by signature thereof.

4. The applicant shall ensure the vendors are notified to cease activity and close booths by the hour approved by this permit. Vendor booths shall be closed at least one-half (1/2) hour prior to the close of each event day.

5. Modifications to these conditions of approval shall be approved by the City Manager.

6. The applicant is responsible for maintaining the event footprint area in a clean, neat, and orderly fashion at all times. All trash shall be properly disposed of, and all display booths and/or related event supplies shall be removed. The applicant is responsible for the maintenance of City trash receptacles within the event footprint area.

7. All existing public improvements including landscaping shall be protected in place. The applicant shall be responsible for the repair or replacement of any damage to the public improvements, as determined by the City Manager.

8. All traffic control devices shall be complied with.

9. Within 30 days of the end of the event, the applicant shall submit a report to the City Manager which describes the total amount of solid waste generated from the event and the amount of material diverted from landfills for recycling.

10. Applicant shall sign these Conditions of Approval prior to issuance of the Special Events Permit.

11. Gross receipts subject to sales tax shall be reported to the State Board of Equalization in a manner designating the City of Carpinteria as point of sale.

12. A copy of the Special Event Permit shall be kept at the location of the event at all times.

13. Alcoholic beverage sales and serving shall be limited to the hours specified as follows: From 1:00 p.m. to 9:15 p.m. on Friday, from 11:00 a.m. to 9:15 p.m. on Saturday, and from 11:00 a.m. to 5:15 p.m. on Sunday. No outside alcoholic beverages shall be allowed within the event footprint area.

14. The applicant shall meet with personnel from the City and the Santa Barbara County Sheriff's Department, and local liquor store and restaurant owners prior to the event to discuss the sales and serving of alcoholic beverages during the event.

15. The applicant shall be responsible for all event costs above and beyond those associated with the cost of temporary traffic control devices installation and street cleaning services. The City of Carpinteria agrees to share the cost of law enforcement personnel with a monetary contribution towards the event.

I HAVE READ, UNDERSTOOD, AND WILL COMPLY WITH THE ABOVE STATED CONDITIONS.

Applicant:

_____
Printed Name

_____ _____
Signature Date

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
September 11, 2023

ITEM FOR COUNCIL CONSIDERATION

Adoption of Ordinance No. 769 amending Chapter 12.24 and Chapter 10.62 of the Carpinteria Municipal Code to add regulations pertaining scooter use at the Carpinteria Skate Park, 5781 Carpinteria Avenue.

STAFF RECOMMENDATION

Approve on first reading Ordinance No. 769, as read by title only.

Sample Motion: I move to approve Ordinance No. 769, on first reading

(This motion requires reading of ordinance title and a roll call vote.)

BACKGROUND

City regulations concerning skateboarding in the City were established in 1994 (Ordinance No. 499) and are a part of Chapter 10.62 of the Carpinteria Municipal Code (CMC). The City's skateboarding regulations were amended in 1998 (Ordinance No. 549) in order to accommodate the installation of a temporary skate park located in Parking Lot No.3 near the corner of Linden Avenue and 5th Street.

In anticipation of the opening of the Carpinteria Skate Park, staff researched rules and/or regulations that have been adopted and/or posted at dedicated skate park facilities in nearby cities. Staff used this information to help draft Ordinance No. 763. By establishing regulations governing safe use of the skate park and posting them on signage at the facility, the City can alert participants, parents/guardians, and spectators of the risks involved with using the Carpinteria Skate Park and offer guidelines to help prevent injury.

Ordinance No. 763 provided skate park regulations, and was added as a new subchapter within CMC 12.24. The new skate park regulations made clear that the Carpinteria Skate Park is a public park and therefore, all regulations relating to public parks also apply to the Carpinteria Skate Park. Ordinance No. 763 also addressed liability and safety issues particular to the Carpinteria Skate Park.

On February 27, 2023 City Council approved the adoption of Ordinance No. 763 to amend Chapter 12.24 and Chapter 10.62 of the Carpinteria Municipal Code to add regulations pertaining to skateboard and skate use at the Carpinteria Skate Park and to amend regulations pertaining to skateboard and skate use citywide.

DISCUSSION

The new Carpinteria Skate Park located at 5781 Carpinteria Avenue had a soft opening on August 26, 2023. Staff anticipated that there would be some details to fine tune during the soft opening of the skate park. During the past weeks, large numbers of the community have been riding scooters in the skate park even though the Carpinteria Skate Park Ordinance No. 763 prohibited the use of scooters at the skate park. Staff reached out to the designers of the park, Mears Design Group and Dreamland Skateparks, to check if the design of this skate park was safe for riding scooters, and they provided the following statement:

"Mears Design Group and Dreamland Skateparks were tasked with designing a skatepark for the user group of skateboarders. We worked in combination with the City of Carpinteria and the Carpinteria Skateboard Committee to create a unique skateboard park for local skateboarders. Along with skateboarders, the skatepark can accommodate roller blades and scooters. Our design team discourages the use bikes within the skatepark due to the damage bike pegs create throughout the skateable surfaces whether it be concrete or steel edging and the different types of coping. Along with damage bikes typically go much faster throughout the skateable surface which creates an issue with safety while skateboarders are riding and enjoying the skatepark at the same time."

Consequently, City staff recommends additional amendments to the Carpinteria Municipal Code to accept and recognize scooters as a safe option at the Carpinteria Skate Park. These recommended amendments are included in the proposed Ordinance No. 769, attached to this staff report as Attachment A. A redline comparison depicting the changes proposed by Ordinance No. 769 is attached as Attachment B.

In the course of drafting the proposed regulations, staff shared and discussed the proposed amendment with representatives of the Carpinteria Skate Foundation.

As an unsupervised park, the Carpinteria Skate Park relies on rules and regulations to create a safe environment for skateboarders, scooter riders, and skaters to enjoy their sport.

Staff recommends for Carpinteria Municipal Code Chapter 12.24 and Chapter 10.62 (Skate Park) to be amended to accommodate scooters as follows:

(1) Add a definition for "scooter" and "riding a scooter" to Chapter 10.62;

(2) Clarify that riding a scooter is not allowed in similar areas as riding a skateboard under Chapter 10.62;

(3) Add corresponding definitions for "scooter" and "riding a scooter" to Chapter 12.24 and clarify that scooters are allowed in the Carpinteria Skate Park subject to the same regulations are skateboards; and

(4) Other clarify edits to Chapter 12.24

POLICY CONSISTENCY

The City is a general law city and has the authority to consider and implement new laws applicable to its jurisdiction that do not conflict with state law. Consideration of laws to protect citizens' general safety is within the purview of the City.

FINANCIAL CONSIDERATIONS

There is no financial impact in approving Ordinance No. 769. However, there will be some associated costs, estimated to be in the range of $250 to $500, for the removal of the existing signage and replacement of the new signs.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

The City Attorney's Office has worked closely with staff in the development of these regulations and will be available to assist in considering options on how to proceed.

OPTIONS

Approve Ordinance No. 769 (first reading)
Decline approval of Ordinance No. 769 (first reading) and provide direction to staff as appropriate.

PRINCIPAL PARTIES EXPECTED AT MEETING

Representatives of the Carpinteria Skate Foundation.

ATTACHMENTS

Attachment A: Ordinance Redline - Scooter Update
Attachment B: Ordinance No. 769

Staff contact:
Aida Thau, Management Analyst II
(805) 755-4432; aidat@carpinteriaca.gov

Signature

Reviewed by:
Dave Durflinger, City Manager
(805) 755-4400; daved@carpinteriaca.gov

Signature

ATTACHMENT A

Ordinance Redline – Scooter Update

10.62 – Skateboarding, Riding Scooters, and Skating.

10.62.010 - Definitions.

As used in this chapter:

A. ~~A.~~ "Skates" and "skating" refers to a shoe with metal frame that can be fitted to the sole of a shoe, or similar device with wheels attached. This includes roller skates and in-line skates.

B. ~~B.~~ "Skateboard" and "skateboarding" refers to a deck board or other surface mounted on wheels for the purpose of personal locomotion, sporting activity or similar purpose.

C. "Scooter" or "riding a scooter" refers to a nonmotorized, human-powered wheeled recreational vehicle with a handlebar, deck and wheels that is propelled by a rider pushing off the ground.

10.62.020 - Prohibitions.

Except as provided in this chapter, no person shall ride or propel a skateboard ~~or~~, ride or propel a scooter, or engage in skating upon any public street, or upon city sidewalks, parkways, walkways or public ways or easements maintained for purposes of ingress, egress, and passage by the public in the following locations:

A. Linden Avenue between Carpinteria Avenue and the railroad tracks;
B. In public parking facilities, public parking lots, or other public areas which are posted with signs prohibiting skateboarding, riding scooters and/or ~~roller~~ skating.

10.62.030 - Publicly-owned or publicly-operated skateboard facilities.

For rules and regulations pertaining to publicly-owned or publicly-operated skateboard facilities please refer to Chapter 12.24.101 of this code.

12.24.101 Skatepark Rules and Regulations.

A. For the purposes of this section, the following definitions shall apply:

1. "Skates" and "skating" refers to a shoe with metal frame that can be fitted to the sole of a shoe, or similar device with wheels attached. This includes roller skates and in-line skates, as defined at chapter 10.62.010(A) of this code.

2. "Skateboard" and "skateboarding" refers to a deck board or other surface mounted on wheels for the purpose of personal locomotion, sporting activity or similar purpose, as defined at chapter 10.62.010(B) of this code.

3. "Scooter" refers to a nonmotorized, human-powered wheeled recreational vehicle

with a handlebar, deck and wheels that is propelled by a rider pushing off the ground, as defined at chapter 10.62.010(C)

4. ~~3.~~ "Safety equipment" means, at a minimum, helmets, elbow pads and knee pads suitable to provide protection in the event of falls or collisions. Such equipment must be worn in the Carpinteria Skate Park at all times.

5. ~~4.~~ "Skate park" means Carpinteria Skate Park, located at 5781 Carpinteria Avenue in Carpinteria, California.

6. ~~5.~~ "Skating area" means those areas of the skate park designed and intended for use by persons riding skateboards or skates, and which shall be designated by signs.

7. ~~6.~~ "Special event" means a festival, concert, or other social event that is authorized by a Special Event Permit issued by the City as outlined at chapter 10.68.

B. City staff reserves the right to exempt special event participants from certain rules in this section for the duration of the special event.

C. The skate park is a "public park" and rules and regulations pertaining to "public parks" at chapter 12.24 shall be applicable to the skate park. Use of the skate park is also subject to the following additional rules which are adopted for the reasonable protection to individuals and property:

1. All persons riding skateboards, scooters, or skates within the skate park must wear safety equipment in accordance with the safety equipment manufacturer's recommendations. The safety equipment must be in a serviceable condition. Reasonable notice shall be posted at the skate park to the effect that any person riding or using a ~~Skateboard or Skates~~skateboard, scooter, or skates in such park must wear a helmet, elbow pads, and knee pads, and that failing to do so is in violation of this Chapter and subject to citation as an infraction under Chapter 1.08 of the Carpinteria Municipal Code.

2. Only ~~non-motorized~~nonmotorized skateboards, scooters and skates are allowed in the skate
~~2.~~ park. Prohibited devices include, but are not limited to, bicycles, ~~scooters,~~ and any motorized device whether electric or gas powered.

3. No person shall use, consume or possess food or beverages in the skating area. Only plastic or metal water bottles are allowed in the skate park.

4. No person shall use, or be under the influence of, alcohol, controlled substances, cannabis, or other mind-altering drugs while using the skate park.

5. No smoking (including vaping), or disposal of any cigarette, cigar, or

~~tobacco-related~~tobacco- related product is allowed within the skate park.

6. No animals, including dogs or other pets, are allowed in the skate park, unless they are "service animals" as defined under Title II of the Americans with Disabilities Act (ADA) at 28 CFR § 35.136.

7. In addition to the prohibited items listed at chapter 12.24.020(5), no person shall have a dangerous weapon in his or her possession in the skate park. Dangerous weapons shall include but not be limited to guns, knives, bats, clubs, or martial arts weapons.

8. In addition to the prohibitions listed at chapter 12.24.020(4), no person shall apply, or cause to be applied, any vandalism, including but not limited to graffiti, tagging, stickers, or decals to any facilities in the skate park.

9. All persons shall skateboard or skate only in the skating area and shall not skateboard or skate in the parking areas, plaza area, walkways, on tables or benches or on the driveways of the skate park.

10. Skate park age restrictions for users may be established by City Council resolution.

11. No personal amplified music devices are permitted in the skate park.

12. No person shall introduce, employ or use any unauthorized equipment, obstacle or apparatus including, but not limited to, ramps or jumps within the skate park.

13. No person shall engage in profanity, reckless or boisterous behavior (including, but not limited to, tandem riding, pushing, horseplay, and bullying) or any other activity that could endanger the safety of participants or spectators at the skate park.

14. All organized events, such as birthday parties and picnics, require a permit as outlined in Chapter 12.24.022 and Chapter 12.24.020(22) of this code.

15. Commercial filming activities require a permit as outlined in Chapter 5.72 of this code.

16. Commercial sales fitting the definition of peddler per Chapter 5.60.020(E) require a peddler's permit and approved location permit as outlined in Chapter 5.60 of this code.

17. All other commercial activities require permission from the Director of Parks Recreation and Public Facilities, which may be provided or withheld at the Director's sole discretion, and may at the Director's sole discretion require approval from City Council.

18. Skateboarding, riding scooters and skating are prohibited when the skating area is wet.

19. No person shall skateboard, ride scooters or skate in the skating area when there is property damage that might pose a danger to participants in the skating area. Property damage should be reported immediately to the Parks and Recreation Department.

20. Skate park hours are as posted. No entry is allowed at other times unless authorized by the City for a special event. Skate park hours will be adopted by City Council Resolution. City staff reserves the right to close the skate park whenever it determines that such closure is necessary for any reason including safety, maintenance, inclement weather, or gross violations of the rules and regulations.

21. The skate park will close in times of rain, thunder, lighting, or other inclement weather and will remain closed until surfaces are dried. If the park closes due to inclement weather within two hours of its published closing time, it will remain closed for the evening.

22. No person shall skateboard, ride scooters or skate at any times other than those established as the skate park hours.

23. Anyone caught in the skate park while closed will be prosecuted for trespassing. Trespassing is a class one misdemeanor punishable by 12 months in jail and/or a fine pursuant to CA Penal Code section 602.

24. The City will develop a system for maintaining records of all known or reported ~~skateboarding and skating~~ injuries in the skate park in accordance with Health & Safety Code ~~§~~Section 115800.

25. Penalties for violation of skate park regulations can be a simple infraction or misdemeanor (criminal) violation, as defined at Carpinteria Municipal Code Chapter 1.08, at the discretion of the city attorney or district attorney. Typically, a person seen violating any regulation will either be advised to cease their activity or be issued a citation to appear in court in accordance with the procedure outlined in Carpinteria Municipal Code Chapter 1.12.

26. Any person who violates this Chapter shall, in addition to any other criminal or civil penalties provided by this Code, be subject to removal from the skate park for up to twenty-four (24) hours, upon the order of any authorized employee or officer of the City. Any person convicted of three or more infractions of this article shall be permanently barred from the use of or entrance to the skate park.

D. The city manager or his/her designee, shall have the authority to develop administrative policies to implement the intent of this chapter. The city council may,

ATTACHMENT B

Ordinance No. 769

ORDINANCE NO. 769

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA, CALIFORNIA AMENDING CHAPTER 12.24 AND CHAPTER 10.62 OF THE CARPINTERIA MUNICIPAL CODE TO ADD REGULATIONS PERTAINING TO SKATEBOARD AND SKATE USE AT CARPINTERIA SKATE PARK AND TO AMEND REGULATIONS PERTAINING TO SKATEBOARD, NONMOTORIZED SCOOTER AND SKATE USE CITY-WIDE

WHEREAS, the city of Carpinteria ("City") is opening a publicly operated skate park located at 5781 Carpinteria Avenue, Carpinteria California.

WHEREAS, the City has determined it is necessary to amend existing regulations related to publicly-owned or publicly-operated skateboard facilities, and harmonize such regulations with regulations pertaining to skateboard, non-motorized scooter and skate use city-wide.

WHEREAS, skateboarding, riding nonmotorized scooters, skating and other similar recreational activities on public property, including but not limited to the Carpinteria Skate Park, are "hazardous recreational activities" under state law and create a substantial risk of serious injury or death to participants and spectators. The City of Carpinteria hereby implements State law requirements to absolve itself of liability for injuries incurred by persons participating in or observing these hazardous recreational activities.

WHEREAS, in conformity with Health and Safety Code Section 115800 and California Government Code Section 831.7, the City:

1. Designates the Carpinteria Skate Park, located at 5781 Carpinteria Avenue, a recreational area in which skateboarding, riding nonmotorized scooters, and skating is permitted; and,

2. Shall post notice advising the public that skateboarding, riding nonmotorized scooters, skating, and other similar recreational activities in the designated facility are deemed a hazardous recreational activity to participants and spectators and that the City shall not be liable for injuries incurred by participants or spectators. Any person(s) entering the facility must wear Safety equipment as defined in the City's ordinance and assumes all risk of injury.

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

SECTION 1. Incorporation of Recitals.

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

SECTION 2. Amendment to Code.

Chapter 10.62, of Title 10 of the Carpinteria Municipal Code is hereby amended to read as follows:

10.62 – Skateboarding, Riding Scooters, and Skating

10.62.010 - Definitions.

As used in this chapter:

A. "Skates" and "skating" refers to a shoe with metal frame that can be fitted to the sole of a shoe, or similar device with wheels attached. This includes roller skates and in-line skates.

B. "Skateboard" and "skateboarding" refers to a deck board or other surface mounted on wheels for the purpose of personal locomotion, sporting activity or similar purpose.

C. "Scooter" or "riding a scooter" refers to a nonmotorized, human-powered wheeled recreational vehicle with a handlebar, deck and wheels that is propelled by a rider pushing off the ground.

10.62.020-Prohibitions.

Except as provided in this chapter, no person shall ride or propel a skateboard, ride or propel a scooter, or engage in skating upon any public street, or upon city sidewalks, parkways, walkways or public ways or easements maintained for purposes of ingress, egress, and passage by the public in the following locations:

A. Linden Avenue between Carpinteria Avenue and the railroad tracks;
B. In public parking facilities, public parking lots, or other public areas which are posted with signs prohibiting skateboarding, riding scooters and/or skating.

10.62.030 - Publicly-owned or publicly-operated skateboard facilities.

For rules and regulations pertaining to publicly-owned or publicly-operated skateboard facilities please refer to Chapter 12.24.101 of this code.

SECTION 3. Addition to Code.

Title 12, "Streets, Sidewalks, and Public Places," of the Carpinteria Municipal Code is hereby amended to read as follows:

12.24.101 Skatepark Rules and Regulations.

A. For the purposes of this section, the following definitions shall apply:

1. "Skates" and "skating" refers to a shoe with metal frame that can be fitted to the sole of a shoe, or similar device with wheels attached. This includes roller skates

and in-line skates, as defined at chapter 10.62.010(A) of this code.

2. "Skateboard" and "skateboarding" refers to a deck board or other surface mounted on wheels for the purpose of personal locomotion, sporting activity or similar purpose, as defined at chapter 10.62.010(B) of this code.

3. "Scooter" refers to a nonmotorized, human-powered wheeled recreational vehicle with a handlebar, deck and wheels that is propelled by a rider pushing off the ground, as defined at chapter 10.62.010(C)

4. "Safety equipment" means, at a minimum, helmets, elbow pads and knee pads suitable to provide protection in the event of falls or collisions. Such equipment must be worn in the Carpinteria Skate Park at all times.

5. "Skate park" means Carpinteria Skate Park, located at 5781 Carpinteria Avenue in Carpinteria, California.

6. "Skating area" means those areas of the skate park designed and intended for use by persons riding skateboards or skates, and which shall be designated by signs.

7. "Special event" means a festival, concert, or other social event that is authorized by a Special Event Permit issued by the City as outlined at chapter 10.68.

B. City staff reserves the right to exempt special event participants from certain rules in this section for the duration of the special event.

C. The skate park is a "public park" and rules and regulations pertaining to "public parks" at chapter 12.24 shall be applicable to the skate park. Use of the skate park is also subject to the following additional rules which are adopted for the reasonable protection to individuals and property:

1. All persons riding skateboards, scooters, or skates within the skate park must wear safety equipment in accordance with the safety equipment manufacturer's recommendations. The safety equipment must be in a serviceable condition. Reasonable notice shall be posted at the skate park to the effect that any person riding or using a skateboard, scooter, or skates in such park must wear a helmet, elbow pads, and knee pads, and that failing to do so is in violation of this Chapter and subject to citation as an infraction under Chapter 1.08 of the Carpinteria Municipal Code.

2. Only nonmotorized skateboards, scooters and skates are allowed in the skate park. Prohibited devices include, but are not limited to, bicycles, and any motorized device whether electric or gas powered.

3. No person shall use, consume or possess food or beverages in the skating area. Only plastic or metal water bottles are allowed in the skate park.

4. No person shall use, or be under the influence of, alcohol, controlled substances,

cannabis, or other mind-altering drugs while using the skate park.

5. No smoking (including vaping), or disposal of any cigarette, cigar, or tobacco-related product is allowed within the skate park.

6. No animals, including dogs or other pets, are allowed in the skate park, unless they are "service animals" as defined under Title II of the Americans with Disabilities Act (ADA) at 28 CFR § 35.136.

7. In addition to the prohibited items listed at chapter 12.24.020(5), no person shall have a dangerous weapon in his or her possession in the skate park. Dangerous weapons shall include but not be limited to guns, knives, bats, clubs, or martial arts weapons.

8. In addition to the prohibitions listed at chapter 12.24.020(4), no person shall apply, or cause to be applied, any vandalism, including but not limited to graffiti, tagging, stickers, or decals to any facilities in the skate park.

9. All persons shall skateboard or skate only in the skating area and shall not skateboard or skate in the parking areas, plaza area, walkways, on tables or benches or on the driveways of the skate park.

10. Skate park age restrictions for users may be established by City Council resolution.

11. No personal amplified music devices are permitted in the skate park.

12. No person shall introduce, employ or use any unauthorized equipment, obstacle or apparatus including, but not limited to, ramps or jumps within the skate park.

13. No person shall engage in profanity, reckless or boisterous behavior (including, but not limited to, tandem riding, pushing, horseplay, and bullying) or any other activity that could endanger the safety of participants or spectators at the skate park.

14. All organized events, such as birthday parties and picnics, require a permit as outlined in Chapter 12.24.022 and Chapter 12.24.020(22) of this code.

15. Commercial filming activities require a permit as outlined in Chapter 5.72 of this code.

16. Commercial sales fitting the definition of peddler per Chapter 5.60.020(E) require a peddler's permit and approved location permit as outlined in Chapter 5.60 of this code.

17. All other commercial activities require permission from the Director of Parks Recreation and Public Facilities, which may be provided or withheld at the Director's sole discretion, and may at the Director's sole discretion require approval from City Council.

18. Skateboarding, riding scooters and skating are prohibited when the skating area is wet.

19. No person shall skateboard, ride scooters or skate in the skating area when there is property damage that might pose a danger to participants in the skating area. Property damage should be reported immediately to the Parks and Recreation Department.

20. Skate park hours are as posted. No entry is allowed at other times unless authorized by the City for a special event. Skate park hours will be adopted by City Council Resolution. City staff reserves the right to close the skate park whenever it determines that such closure is necessary for any reason including safety, maintenance, inclement weather, or gross violations of the rules and regulations.

21. The skate park will close in times of rain, thunder, lighting, or other inclement weather and will remain closed until surfaces are dried. If the park closes due to inclement weather within two hours of its published closing time, it will remain closed for the evening.

22. No person shall skateboard, ride scooters or skate at any times other than those established as the skate park hours.

23. Anyone caught in the skate park while closed will be prosecuted for trespassing. Trespassing is a class one misdemeanor punishable by 12 months in jail and/or a fine pursuant to CA Penal Code section 602.

24. The City will develop a system for maintaining records of all known or reported injuries in the skate park in accordance with Health & Safety Code Section 115800.

25. Penalties for violation of skate park regulations can be a simple infraction or misdemeanor (criminal) violation, as defined at Carpinteria Municipal Code Chapter 1.08, at the discretion of the city attorney or district attorney. Typically, a person seen violating any regulation will either be advised to cease their activity or be issued a citation to appear in court in accordance with the procedure outlined in Carpinteria Municipal Code Chapter 1.12.

26. Any person who violates this Chapter shall, in addition to any other criminal or civil penalties provided by this Code, be subject to removal from the skate park

for up to twenty-four (24) hours, upon the order of any authorized employee or officer of the City. Any person convicted of three or more infractions of this article shall be permanently barred from the use of or entrance to the skate park.

D. The city manager or his/her designee, shall have the authority to develop administrative policies to implement the intent of this chapter. The city council may, from time to time, consider modifications to the administrative policies.

SECTION 4. Records.

The City Manager, or designee, shall maintain a record of all known or reported injuries incurred by a person riding a skateboard, scooter, skates or any other wheeled recreational device in a public skate park or facility. The City shall also maintain a record of all claims, paid and not paid, including any lawsuits and their results, arising from those incidents that were filed against the public agency in accordance with Health and Safety Code section 115800.

SECTION 5. Severability.

These Chapters and the various sections thereof are severable. Should any part of this ordinance be declared by a court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of the Ordinance. The City Council hereby declared that it would have passed and adopted this Ordinance, and each and every provision hereof, irrespective of the fact that one or more provisions may be declared invalid.

SECTION 6. Effective Date.

This ordinance shall take effect and be in force thirty (30) days from and after its passage; and before the expiration of fifteen (15) days of its passage shall be published once with the names of the City Council voting for and against the same in a newspaper of general circulation, published in the City of Carpinteria.

PASSED, APPROVED AND ADOPTED this ___ day of _____,2023 by the following vote:

AYES: COUNCILMEMBER(S):

NOES: COUNCILMEMBER(S):

ABSENT: COUNCILMEMBER(S):

ABSTAIN: COUNCILMEMBER(S):

_____
Mayor, City of Carpinteria

ATTEST:

_____
Brian C. Barrett, CMC, City Clerk
City of Carpinteria

I hereby certify that the foregoing Ordinance was duly and regularly introduced and adopted at a regular meeting of the City Council of the City of Carpinteria held the _____,2023

_____
Brian C. Barrett, CMC, City Clerk
City of Carpinteria

APPROVED AS TO FORM:

_____
Jena S. Acos, on behalf of Brownstein
Hyatt Farber Schreck, LLP acting as
City Attorney for the City of Carpinteria

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
September 11, 2023

ITEM FOR COUNCIL CONSIDERATION

An urgency ordinance adding Chapter 7.04 ("Just Cause for Termination of Residential Tenancy") to a new Title 7 ("Housing Regulations") of the Carpinteria Municipal Code.

STAFF RECOMMENDATION

Approve and adopt Urgency Ordinance No. 770, adding Chapter 7.04 ("Just Cause for Termination of Residential Tenancy") to a new Title 7 ("Housing Regulations") of the Carpinteria Municipal Code.

Sample Motion: I move to approve and adopt Urgency Ordinance No. 770, as read by title only.

(This Urgency Ordinance requires a 4/5th affirmative vote to pass.)

BACKGROUND

Californians spend a larger share of their income on housing than households in the rest of the nation. While this impacts residents at every income level, it impacts low income renters most significantly. Further, a lack of available housing contributes significantly to long home/work commute times that negatively impacts businesses (e.g., employee recruitment and retention), infrastructure (e.g., wear and tear on roads and highways), the environment (e.g., increased vehicle emissions), and exacerbates health and work/family conflict.

For several years now, State and local governments have responded to high home prices, low housing inventory and rising rents by enacting laws that aim to stimulate housing production, promote affordability, and strengthen tenant protections. A number of local governments across the State have enacted so-called "anti-displacement" policies and regulations that aim to protect residents, preserve existing affordable housing, and produce new affordable housing.

The Tenant Protection Act of 2019 (Assembly Bill ["AB"] 1482; Civil Code Sections 1946.2 and 1947.12) established statewide just cause eviction protections and rent

stabilization for residential tenants, but also authorized cities to enact more protective local regulations that supersede state law. Recent headlines of mass evictions at a large apartment building in Los Angeles consisting of 712 units, and at three apartment complexes in Isla Vista comprising a total of 264 units, have underscored the need to strengthen local tenant protections. The latter incident prompted both the City of Santa Barbara and County of Santa Barbara to strengthen or enact tenant-protective regulations that are more stringent than the State law.

DISCUSSION

On May 8, 2023, the City Council received a report on anti-displacement regulatory options for potential inclusion in the Carpinteria Municipal Code ("CMC") and adopted Resolution No. 6235 initiating amendments to the City's Local Coastal Program and CMC to establish various tenant-protective measures. Among the work priorities set by the City Council at this meeting included bringing back for the City Council's consideration a just cause eviction ordinance. Currently, State law (Civil Code Section 1946.2) applies to evictions in the City. The purpose of proposed Urgency Ordinance No. 770 ("Urgency Ordinance") is to enact local regulations that are not only stricter than State law, but also longer-lasting, since the Tenant Protection Act will sunset on January 1, 2030.[1]

State Law

State law defines "just cause" for terminating a residential tenancy as either "at-fault just cause" or "no-fault just cause." "At-fault just cause" includes, among other things, a tenant defaulting on rent, subletting without permission, or maintaining a nuisance on the property. "No-fault just cause" includes an intent by the owner or his/her family to occupy the property; withdrawal of the property from the rental market; compliance with an order or ordinance that necessitates vacating the property; and/or, an intent to demolish or to substantially remodel the property.

"At-fault just cause" requires providing the tenant with notice of the violation and three days' opportunity to cure it (excluding Saturday, Sunday and judicial holidays). "No-fault just cause" requires the owner to notify tenant of the right to either payment of relocation assistance comprising of one months' rent (in effect at the time of the notice) or a waiver of the final month's rent. Any relocation assistance must be provided within 15 calendar days of service of the notice. State law requires notification to tenants about the law, either as an addendum to the lease or separate written notice signed by the tenant. The law generally does not apply to single-family residences, provided that the owner is not a real estate investment trust, corporation, or limited liability company, and certain statutory language is included in the lease. Nor does it apply to a rental property that was issued a certificate of occupancy in the last 15 years, among other exemptions—all

[1] The Urgency Ordinance does not include rent control provisions and City continues to operate under State law requirements (Civil Code section 1947.12).

of which remain unchanged in the proposed Urgency Ordinance, consistent with other similar local ordinances.

Ordinance No. 770

In line with other local just cause eviction ordinances, the proposed Urgency Ordinance adopts certain State law provisions unchanged, such as the definitions of what constitutes at-fault and no-fault just cause for eviction, and the types of units subject to regulation. For example, the proposed Urgency Ordinance generally applies to multi-family residential properties (duplexes and larger) and tenants qualified for relocation assistance must have occupied their rental units for at least twelve months. This is intended to allow for some consistency in the regulations without creating undue confusion in the market.

Nevertheless, the proposed Urgency Ordinance differs from State law and is more tenant protective in the following ways:

1) The Urgency Ordinance requires payment of relocation assistance in an amount to be determined by resolution of the Council, or one month's rent that was in effect when the owner issued the notice to terminate the tenancy plus one dollar, whichever is greater. This amount will remain in effect until staff returns to the City Council with information to support the establishment of a relocation assistance payment amount, which the City Council will adopt by resolution.

   Other agencies provide relocation assistance in the following amounts:

   City of Santa Barbara: Also requires, "an amount established by resolution of the City Council, or one month's rent plus one dollar, whichever is greater." Pursuant to the City of Santa Barbara Relocation Assistance Study dated April 8, 2020, prepared Keyser Marston Associates, Inc., Resolution 20-084 established relocation assistance for qualified tenants of all rental unit sizes in an amount equal to 3.0 months of the rent that was in effect when the owner issued the notice to terminate the tenancy.

   County of Santa Barbara: "Relocation benefits" means a sum equal to three months of the fair market rent for the area as determined by the Department of Housing and Urban Development pursuant to Section 1437f(c)(1) of Title 42 of the United States Code or seven thousand dollars, whichever is greater. (See Santa Barbara County Code Chapter 44, Article I, Sec. 44-2(3)(j).)

   City of Milpitas: One month's rent that was in effect when the owner issued the notice to terminate the tenancy. (Milpitas Municipal Code Chapter 4, Section 2, Subsection XII-4-2.03(3)(a).)

City of Oxnard: Two months of the tenant's rent that was in effect when the owner issued a notice to terminate tenancy, or $5,000, whichever is greater. Relocation assistance must be paid within 15 calendar days of service of the notice. (Oxnard Municipal Code Sec. 27-6(c).)

2) The proposed Urgency Ordinance requires relocation assistance payments be paid to each individual qualifying tenant, rather than to the household. (State law is silent.)

3) For at-fault just cause evictions, both State law and the proposed Urgency Ordinance align notice to terminate tenancy to the unlawful detainer procedure in Civil Code Section 1161.[2] For no-fault just cause evictions, however, the State law is silent on advance notice required to terminate tenancy. As such, the proposed Urgency Ordinance requires 60 days' advance notice to evict for a no-fault just cause reason. The City Council could recommend changes to the notice period.

4) The proposed Urgency Ordinance generally imposes a "good faith" requirement on owners who are evicting tenants for a no-fault just cause reason.[3]

5) Unlike State law, the proposed relocation assistance must be paid either within 15 calendar days of issuance of the notice to terminate, or half of the relocation assistance may be paid in this time frame, with the balance due no later than the time the tenant vacates the premises. The City Council could recommend changes to the timing of this relocation assistance payment.

POLICY CONSIDERATIONS

These tenant protective measure are consistent with the following policies in the City's recently adopted Housing Element, among other City policies:

- Program 1 (Adequate Sites to Accommodate Regional Housing Needs)
- Program 5 (Affordable Rental Housing Development Assistance)
- Program 17 (Affirmatively Furthering Fair Housing)

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[2] Civil Code §1161 requires providing the tenant with an opportunity to cure the violation, and if the violation is not cured within the time period in the notice, a three-day notice to quit without an opportunity to cure may thereafter be served to terminate the tenancy.

[3] Both the City of Santa Barbara and County of Santa Barbara require "good faith" dealing by property owners in no-fault just cause evictions. The City of Santa Barbara's Ordinance No. 5979, adopted on December 9, 2020, added Chapter 26.50 to their municipal code ("Just Cause for Residential Evictions"). On or about March 21, 2023, the City of Santa Barbara amended Chapter 26.50 / Section 26.50.070, to amend the definition of "no-fault just cause" to add, among other things, a good faith action requirement on property owners. Santa Barbara County urgency Ordinance No. 5175, adopted on April 6, 2023, added Article IV (Just Cause for Residential Evictions) to Chapter 44 (Residential Property Landlord Tenant Rights) of the County's Code.

FINANCIAL CONSIDERATIONS

Implementation of the Ordinance is not expected to result in any new staff or contract/consultant costs to the City. Public outreach concerning applicability of and compliance with the Ordinance, and record-keeping for certain types of "no-fault just cause" eviction notices would be undertaken by Community Development Department (CDD) staff as part of their ongoing regular workload. The City also contracts with the City of Santa Barbara Rental Housing Mediation Program (RHMP) staff to provide dispute resolution services to Carpinteria tenants and landlords, including information on rights and responsibilities to landlords and tenants as a method of resolving disputes out of court. It is anticipated that sharing information related to this Ordinance with affected tenants and landlords would be covered as part of the already-contracted services with RHMP.

The proposed Ordinance includes under available remedies the option for the City Attorney to enforce this Ordinance through administrative, civil or criminal action. In the event of such action by the City Attorney, additional costs to the City could be incurred, however the City Attorney would seek recovery of costs, expenses and attorney's fees as allowed by law as part of any legal action.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

The City Attorney prepared the Urgency Ordinance, reviewed this Staff Report and will be available to answer questions at the meeting.

OPTIONS

1. Approve and adopt Ordinance No. 770.
2. Decline to approve Ordinance No. 770 as presented and direct staff to make adjustments to certain provisions.
3. Reject the proposed Ordinance No. 770 and continue to operate under State law with respect to just cause evictions.

PRINCIPAL PARTIES EXPECTED AT MEETING

Potentially affected tenants
Tenants' rights advocacy organizations
Potentially affected residential landlords/property managers

ATTACHMENTS

Attachment A: Ordinance No. 770

Staff contact: Nick Bobroff, Community Development Director
(805) 755-4407 / nickb@carpinteriaca.gov

Signature

Reviewed by: Dave Durflinger, City Manager
(805) 755-4400 / daved@carpinteriaca.gov

Signature

Attachment A.

Proposed Ordinance No. 770

"Just Cause for Termination of Residential Tenancy"

City Council Meeting
September 11, 2023

ORDINANCE NO. 770

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA, CALIFORNIA, ADDING CHAPTER 7.04 ("JUST CAUSE FOR TERMINATION OF RESIDENTIAL TENANCY") TO A NEW TITLE 7 ("HOUSING REGULATIONS") OF THE CARPINTERIA MUNICIPAL CODE

WHEREAS, pursuant to the City of Carpinteria's ("City") police power, as granted broadly under Article XI, Section 7 of the California Constitution, the City Council has the authority to enact and enforce ordinances and regulations for public health, safety, and welfare; and

WHEREAS, there is a housing shortage in the City and the greater South Coast of Santa Barbara County, particularly for middle-, moderate-, low-, and very low-income households, with respective vacancy rates of 3% and less than 3%;[1] and

WHEREAS, since April 2020, apartment rents in the City have risen 30%;[2] and

WHEREAS, because housing, particularly affordable housing, is difficult to procure in the City, evictions without just cause can destabilize the housing market and result in the loss of affordable housing; and

WHEREAS, housing instability threatens the public peace, health and safety as eviction can undermine the housing market by increasing residential mobility and the loss of affordable housing; increase the risk of prolonged homelessness; displace members of the community; strain household finances due to rental deposits; increase commute times and create traffic impacts if tenants cannot find local housing of comparable affordability; and disrupt the education of impacted children; and

WHEREAS, eviction creates particular hardships for individuals with limited means, given the shortage of local affordable rental housing options; and

WHEREAS, recent high profile headlines highlighting mass termination of tenancies at apartment complexes, comprising of hundreds of units each, in Isla Vista within Santa Barbara County and Los Angeles have drawn attention to an urgent need to protect tenants at a time of scarce rental inventory and low vacancy rates in the City and County; and

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[1] Source: 2020 census data that reports 191 rental housing units were vacant, which equates ~3% of the City's estimated housing units in the City. See also Santa Barbara South Coast Chamber of Commerce (Dashboard April 2023) at https://sbscchamber.com/wp-content/uploads/2023/05/Data-Dashboard-April-2023.pdf

[2] California Economic Forecast, The 2023 Carpinteria Valley Economic Profile (September 2023), pg. 21.

WHEREAS, City staff have received anonymous inquiries regarding City regulations surrounding remodels and upgrades to multi-unit rental properties that may permanently displace residential tenants within the City; and

WHEREAS, on May 8, 2023, the City Council received a report on anti-displacement regulatory options for potential inclusion in the Carpinteria Municipal Code ("CMC") and adopted Resolution No. 6235 initiating amendments to the City's Local Coastal Program and CMC related to such measures; and

WHEREAS, a just cause for termination of residential tenancy ordinance amending the CMC was one such measure identified in Resolution No. 6235;

WHEREAS, the Tenant Protection Act of 2019 (Assembly Bill ["AB"] 1482) established statewide just cause eviction protections and rent stabilization for residential tenants, but also authorized cities to enact more protective local regulations that supersede state law; and

WHEREAS, the City wishes to provide stronger tenant protections citywide than what is provided in state law, including AB 1482, and enact local regulations to protect renters from displacement and homelessness and to promote housing and neighborhood stability; and

WHEREAS, City regulations are intended to provide additional tenant protections beyond state law requirement by making permanent the temporary protections provided under AB 1482, which would otherwise sunset in 2030; and

WHEREAS, absent City regulations, owners may terminate the tenancy of residential tenants under state law, including AB 1482, without oversight by the City; and

WHEREAS, City regulations enacted by this Ordinance are more protective than the provisions of AB 1482 because the City regulations provide additional tenant protections and specific requirements for the exercise of no-fault just cause terminations of residential tenancies; and

WHEREAS, the City Council finds and determines that regulating the relationship between residential landlords and tenants will increase certainty and fairness in the residential rental market, and be consistent with the stricter tenant protections that exist in neighboring localities;

WHEREAS, said tenant protective measures are in line with the City's General Plan policies that support affordable housing, including, but not limited to, Program 1 (Adequate Sites to Accommodate Regional Housing Needs), Program 5 (Affordable Rental Housing Development Assistance), and Program 17 (Affirmatively Furthering Fair Housing) in the City's recently adopted Housing Element; and,

WHEREAS, said tenant protective measures are also consistent with existing City regulations aimed at preserving rental stock and affordable housing, such as CMC Chapter 14.74, which limits the conversions of rental apartments into condominiums,

Chapters 5.75 and 5.76, enacting procedures for the closure of mobilehome parks and notification to mobilehome tenants about the City's rent stabilization program, and Chapters 14.47 and 14.52, which regulate short term rentals and homestays to prevent the proliferation of short term rentals that would displace longer term rental arrangements.

NOW THEREFORE, THE CITY COUNCIL HERBY ORDAINS AS FOLLOWS:

SECTION 1. Recitals Incorporated. The above recitals are incorporated herein and are each relied upon independently by the City Council in its adoption of this Ordinance.

SECTION 2. Declaration of Urgency. Based on the findings contained in the foregoing recitals, which are deemed true and correct, this ordinance is urgently needed for the preservation of the public peace, health or safety. This Urgency Ordinance shall take effect immediately upon adoption in accordance with the provisions set forth in Government Code section 36937.

SECTION 3. Amendment of the CMC. Chapter 7.04 ("Just Cause for Residential Evictions") is hereby added to a new Title 7 ("Housing Regulations") of the Carpinteria Municipal Code to read as follows:

"TITLE 7 –HOUSING REGULATIONS

Chapter 7.04 - JUST CAUSE FOR TERMINATION OF RESIDENTIAL TENANCY

7.04.010 – Purpose.

Housing instability can lead to increased residential mobility and commute times, loss of community, interrupted education of children, financial strain and prolonged homelessness. New rental housing, particularly affordable housing, is difficult to procure not only in the City but the broader South Coast of Santa Barbara County. The purpose of this ordinance is to enact stronger tenant protections than those established in state law for the termination of residential tenancies. Regulating relations between residential landlord and tenants is intended to increase certainty and fairness within the residential rental market in the City and thereby serve the public health, safety and welfare.

7.04.020 – Applicability.

This Chapter applies to all rental units except:

A. Transient and tourist hotel occupancy as defined in Civil Code Section 1940(b).
B. Housing accommodations in a nonprofit hospital, religious facility, extended care facility, licensed residential care facility for the elderly, as defined in Section 1569.2 of the Health and Safety Code, or an adult residential facility, as defined in Chapter 6 of Division 6 of Title 22 of the Manual of Policies and Procedures published by the State Department of Social Services.

C. Dormitories owned and operated by an institution of higher education or a kindergarten and grades 1 to 12, inclusive, school.

D. Housing accommodations in which the tenant shares bathroom or kitchen facilities with the owner who maintains their principal residence at the rental unit.

E. Single-family owner-occupied residences, including both of the following: a residence in which the owner-occupant rents or leases no more than two units or bedrooms, including, but not limited to, an accessory dwelling unit or a junior accessory dwelling unit; or a mobilehome.

F. A property containing two separate dwelling units within a single structure in which the owner occupied one of the units as the owner's principal place of residence at the beginning of the tenancy, so long as the owner continues in occupancy, and neither unit is an accessory dwelling unit or a junior accessory dwelling unit.

G. Housing that has been issued a certificate of occupancy within the previous 15 years, unless the housing is a mobilehome.

H. Rental unit, including a mobilehome, that is alienable separate from the title to any other dwelling unit, provided that both of the following apply:

1. The owner is not any of the following:

   (i) A real estate investment trust, as defined in Section 856 of the Internal Revenue Code.

   (ii) A corporation.

   (iii) A limited liability company in which at least one member is a corporation.

   (iv) Management of a mobilehome park, as defined in Civil Code 798.2.

2.

   (i) The tenants have been provided written notice that the residential property is exempt from this section using the following statement:

   "This property is not subject to the rent limits imposed by Section 1947.12 of the Civil Code and is not subject to the just cause requirements of Section 1946.2 of the Civil Code. This property meets the requirements of Sections 1947.12(d)(5) and 1946.2(e)(8) of the Civil Code and the owner is not any of the following: (1) a real estate investment trust, as defined by Section 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation."

   (ii) For a tenancy existing before the effective date of this Chapter, the notice required under subsection H.2.i of this section may, but is not required to, be provided in the rental agreement.

(iii) For any tenancy commenced or renewed on or after the effective date of this Chapter, the notice required under subsection H.2.i. must be provided in the rental agreement.

(iv) Addition of a provision containing the notice required under subsection H.2.i to any new or renewed rental agreement or fixed-term lease constitutes similar other terms for the purposes of Section 7.04.030.B.1.v.

I. Housing restricted by deed, regulatory restriction contained in an agreement with a government agency, or other recorded document as affordable housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the Health and Safety Code, or subject to an agreement that provides housing subsidies for affordable housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the Health and Safety Code or comparable federal statutes.

7.04.030 – Definitions.

As used in this Chapter, the following terms have the meanings set forth in this Section:

A. Early Tenant Alert Notice means the written notice of no-fault just cause termination of a tenancy of a qualified tenant described in section 7.04.060.B that is provided at least 60 days before the date of termination of tenancy.

B. Just Cause. At-fault just cause and no-fault just cause, are defined as follows:

1. At-Fault Just Cause means any of the following:

(i) Default in the payment of rent.

(ii) A breach of a material term of the lease, as described in paragraph (3) of Section 1161 of the Code of Civil Procedure, including, but not limited to, violation of a provision of the lease after being issued a written notice to correct the violation.

(iii) Maintaining, committing, or permitting the maintenance or commission of a nuisance as described in paragraph (4) of Section 1161 of the Code of Civil Procedure.

(iv) Committing waste as described in paragraph (4) of Section 1161 of the Code of Civil Procedure.

(v) The tenant had a written lease that terminated on or after January 1, 2020, or January 1, 2022, if the lease is for a tenancy in a mobilehome, and after a written request or demand from the owner, the tenant has refused to execute a written extension or renewal of the lease for an additional term of similar duration with similar provisions, provided that

those terms do not violate this section or any other provision of law.

(vi) Criminal activity by the tenant on the rental unit, including any common areas, or any criminal activity or criminal threat, as defined in subdivision (a) of Section 422 of the Penal Code, on or off the rental unit, that is directed at any owner or agent of the owner of the rental unit; provided that criminal activity or criminal threat directed at a tenant who is a victim of domestic violence shall not be the basis for at-fault or no-fault just cause eviction of the tenant who is a victim of domestic violence.

(vii) Assigning or subletting the premises in violation of the tenant's lease, as described in paragraph (4) of Section 1161 of the Code of Civil Procedure.

(vii) The tenant's refusal to allow the owner to enter the rental unit as authorized by Sections 1101.5 and 1954 of the Civil Code, and Sections 13113.7 and 17926.1 of the Health and Safety Code.

(viii) Using the premises for an unlawful purpose as described in paragraph (4) of Section 1161 of the Code of Civil Procedure.

(ix) The employee, agent, or licensee's failure to vacate after their termination as an employee, agent, or a licensee as described in paragraph (1) of Section 1161 of the Code of Civil Procedure.

(x) When the tenant fails to deliver possession of the rental unit after providing the owner written notice as provided in Civil Code Section 1946 of the tenant's intention to terminate the hiring of the real property, or makes a written offer to surrender that is accepted in writing by the owner, but fails to deliver possession at the time specified in that written notice as described in paragraph (5) of Section 1161 of the Code of Civil Procedure.

2. No-Fault Just Cause means any of the following:

(i) The owner seeks in good faith to recover possession of the rental unit for use and occupancy by the owner or their spouse, domestic partner, children, grandchildren, parents, or grandparents. For leases entered into on or after July 1, 2020, or July 1, 2022, if the lease is for a tenancy in a mobilehome, clause (i) shall apply only if the tenant agrees, in writing, to the termination, or if a provision of the lease allows the owner to terminate the lease if the owner, or their spouse, domestic partner, children, grandchildren, parents, or grandparents, unilaterally decides to occupy the rental unit.

(ii) The owner seeks in good faith to recover possession to permanently withdraw the rental unit from the rental market in accordance with applicable state law.

(iii) The owner seeks in good faith to comply with any of the following:

a. An order issued by a government agency or court relating to habitability that necessitates vacating the rental unit.

b. An order issued by a government agency or court to vacate the rental unit.

c. A local ordinance that expressly requires vacating the rental unit.

(iv) The owner seeks in good faith to recover possession to totally demolish or to substantially remodel the rental unit, provided the owner has done all of the following:

a. Given the tenants an early tenant alert notice advising the tenants of the owner's intent to terminate the tenancy in reliance on this subsection.

b. Obtained all permits necessary to carry out the demolition or substantial remodel from applicable governmental agencies.

c. Served the tenants with a copy of the permits along with a written notice stating the reason for the termination, the type and scope of work to be performed, why the work cannot be reasonably accomplished in a safe manner with the tenant in place, and why the work requires the tenant to vacate the rental unit for at least 30 days. The copy and notice shall be contained in or served concurrently with the notice to terminate tenancy required by Section 7.04.060.

d. Filed with the Community Development Department, a copy of the documents served on the tenant.

C. Owner means an owner as defined in Civil Code Section 1954.51.

D. Qualified Tenant means a tenant who has continuously and lawfully occupied a rental unit for 12 months or who otherwise qualifies as an tenant meriting just cause eviction protection under Civil Code Section 1946.2, Subdivision (a).

E. Relocation Assistance Payment means the amount established by resolution of the City Council, or one month's rent that was in effect when the owner issued the notice to terminate tenancy plus one dollar, whichever is greater, that is due to qualified tenants in a no-fault just cause eviction action. See Sections 7.04.050 and 7.04.070.

F. Rent means the total consideration charged or received by an owner in exchange for the use or occupancy of a rental unit.

G. Rental Unit means any unit in any real property, regardless of zoning status, including the land appurtenant thereto, that is rented or available for rent for residential use or occupancy (regardless of whether the unit is also used for other purposes) except as provided in Section 7.04.020.

H. Substantially Remodel means the replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit from a governmental agency, or the abatement of hazardous materials, including lead-based paint, mold, or asbestos, in accordance with applicable Federal, State, and local laws, that cannot be reasonably accomplished in a safe manner with the tenant in place and that requires the tenant to vacate the rental unit for at least 30 days. Substantial remodeling does not include cosmetic improvements, including painting, decorating, minor repairs, routine maintenance, or other work that can be performed safely without having the rental unit vacated .

I. Tenant. Any renter, tenant, subtenant, lessee, or sublessee, or person entitled by written or oral agreement to occupy a rental unit, or any successor of any of the foregoing."

J. Termination of Residential Tenancy means for purposes of this Chapter only, a termination of residential tenancy either with at-fault or no-fault just cause. The term is generally synonymous with eviction."

7.04.040 - Just cause for termination of residential tenancy.

A. The owner of a rental unit shall not engage in a termination of residential tenancy of a qualified tenant without just cause stated in full in the notice to terminate tenancy.
B. Just cause includes at-fault just cause or no-fault just cause as defined in Section 7.04.030.

7.04.050 - Relocation assistance payments for no-fault just cause termination of residential tenancy.

A. The owner of a rental unit who issues a notice to terminate tenancy based upon no-fault just cause shall make a relocation assistance payment to each qualified tenant in an amount established by resolution of the City Council, or one month's rent that was in effect when the owner issued the notice to terminate tenancy plus one dollar, whichever is greater.
B. When more than one qualified tenant occupies a rental unit, the owner shall divide the relocation assistance payment equally among the qualified tenants and make the divided relocation assistance payment to each qualified tenant.
C. Any relocation assistance or rent waiver required by State law shall be credited against the relocation assistance payment required by this chapter, but only to the extent such credit is required by State law.

7.04.060 - Just cause termination of residential tenancy notice requirements.

A. The written notice to terminate tenancy shall state in full the facts and circumstances constituting the at-fault just cause or no-fault just cause for termination.
B. A written notice to terminate tenancy based upon no-fault just cause must be provided at least 60 days before the date of termination through an early tenant alert notice and must inform each qualified tenant of their right to and the amount of a relocation assistance payment required by this Chapter.
C. Before the owner of a rental unit issues a notice to terminate a tenancy for just cause that is a curable lease violation, the owner shall first give notice of the violation to each qualified tenant with an opportunity to cure the violation pursuant to paragraph (3) of Section 1161 of the Code of Civil Procedure. If the violation is not cured within the time period set forth in the notice, a three-day notice to quit without an opportunity to cure may thereafter be served to terminate the tenancy.

7.04.070 - Relocation assistance payment requirements.

A. The owner of a rental unit who issues a notice to terminate tenancy based upon no-fault just cause shall make the relocation assistance payment required by this Chapter to each qualified tenant within 15 calendar days after service of the notice.
B. The owner of a rental unit who issues an early tenant alert notice may elect to make one-half of the relocation assistance payment required by this Chapter to each qualified tenant within 15 calendar days after service of said notice, and the remaining one-half of the relocation assistance payment to each qualified tenant no later than the time that qualified tenant surrenders possession of the rental unit.
C. If a qualified tenant fails to vacate after the expiration of the notice to terminate tenancy, the actual amount of any relocation assistance paid to the qualified tenant shall be recoverable as damages from that qualified tenant.
D. A qualified tenant is not entitled to relocation assistance if any government agency or court determines that the tenant is at-fault for the condition or conditions triggering an eviction order or need to vacate for reasons listed, but not limited to, those in Section 7.04.030.B.1.

7.04.080 - Remedies.

A. Failure to provide each of the notices required by this chapter shall be a defense to any unlawful detainer action.
B. Failure to include all required information in the notices required by this chapter shall be a defense to any unlawful detainer action.
C. Failure to make a relocation assistance payment in a timely manner shall be a defense to any unlawful detainer action.
D. Any violation of this chapter shall entitle the aggrieved tenant to actual damages according to proof and costs and attorney's fees.
E. A tenant may seek injunctive relief on his or her own behalf and on behalf of other affected tenants to enjoin the owner's violation of this Chapter.

F. Remedies provided in this section are in addition to any other existing legal remedies and not intended to be exclusive.
G. The City Attorney is authorized to enforce this Chapter through administrative, civil, or criminal action. The City Attorney is further authorized to bring actions for injunctive relief on behalf of the City. The City Attorney shall seek recovery of costs, expenses, and attorney's fees as allowed by law.

SECTION 4. Effective Date and Termination. This Urgency Ordinance shall become effective immediately pursuant to Government Code Section 36937 and shall continue until it is terminated by the City Council.

SECTION 5. Severability. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Urgency Ordinance. The City Council hereby declares that it would have passed this Urgency Ordinance and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid.

SECTION 6. CEQA Exemption. The City Council finds that this Urgency Ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to Title 14 of the California Code of Regulations, CEQA Guidelines sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a "project" as defined in section 153 78). This Urgency Ordinance has no potential for resulting in physical change to the environment, either directly or indirectly, in that it merely regulate existing physical development.

PASSED, APPROVED, AND ADOPTED this 11th day of September, 2023, by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

_____
Mayor, City of Carpinteria

ATTEST:

_____
Brian C. Barrett, CMC, CPMC
City Clerk, City of Carpinteria

I hereby certify that the foregoing Ordinance was duly and regularly introduced and adopted at a regular meeting of the City Council of the City of Carpinteria held this 11th day of September, 2023.

_____
Brian C. Barrett, CMC, CPMC
City Clerk, City of Carpinteria

APPROVED AS TO FORM:

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

Take Action

Home / Advocacy / Take Action

Cal Cities' advocacy efforts are strongest when joined by the voices of city leaders. Below is a list of current legislative proposals that local officials should act on to support cities' top legislative priorities, along with sample support or opposition letters.

ACA 13 (Ward) Voting thresholds
ACA 13 would require ballot measures that increase voter approval requirements to also pass by the same margin. The measure would also preserve the right of cities to place advisory questions asking voters their opinions on the ballot. Take action today by sending a letter of SUPPORT to your assembly member.

AB 1484 (Zbur) would drive up hiring costs and undermine critical government services
AB 1484 would require local public employers to include temporary employees in the same bargaining unit as permanent employees upon request of the recognized employee organization. Cities would also need to bargain the terms for both employment classifications under a single memorandum of understanding. Take action today by sending a letter of OPPOSITION to your senator before Aug. 30.

OPPOSE SB 423 (Wiener) and AB 309 (Lee)
These measures would greatly expand state authority to approve housing on state-owned or -leased lands without following local zoning or development standards.

SB 423 would greatly expand SB 35 (Chapter 366, Statutes of 2017) and require cities to ministerially approve certain multifamily housing projects without public input or environmental review, even on parcels under the California Coastal Commission's jurisdiction. Cities would have no ability to impose zoning standards, objective standards, or design review requirements on state-owned or -leased land.

AB 309 would create the Social Housing Program within the Department of General Services to facilitate the construction of government-owned housing on leased state property or excess state-owned property. Cities would have no ability to impose zoning standards, objective standards, or design review requirements on state- owned or -leased land.

SB 423 and AB 309 have not been set for a hearing in the Appropriations Committees. However, they will be heard sometime between Aug. 14 and Sept. 1.

Voice your opposition TODAY by submitting a letter to YOUR SENATOR opposing AB 309 and submitting a letter to YOUR ASSEMBLY MEMBER opposing SB 423. Click here to find your Senator and Assembly Member.

State Ballot Measure Restricting Voters' Input and Local Taxing Authority

The anti-local control California Business Roundtable measure has qualified for the November 2024 ballot. This anti-local control measure will decimate vital local and state services to the benefit of the largest and wealthiest corporations in California. Cal Cities, along with a broad coalition of local governments, labor, public safety, education, and infrastructure advocates, strongly oppose this initiative.

Make sure your city's voice is heard by adopting a resolution opposing the harmful measure. Adopted city resolutions can be sent to BallotMeasures@calcities.org. For information about how the measure could impact your community, contact your local public affairs manager.