

City of Carpinteria
City Council Regular Meeting Agenda
Monday, January 8, 2024

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 Designating January 2024 as "Human Trafficking Awareness Month."

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.

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.

2. Approve the minutes of the regular meeting held December 11, 2023.
3. Receive and file the Expenditures for the period beginning December 4, 2023 and ending December 22, 2023.
4. Receive and file the Monthly City Treasurer's Report on Compliance with Statement of Safekeeping and Investment of Public Funds for November 2023.
5. Formally accept the following generous donations: (1) Donation of \$11,377.00 for the purchase of an in-pool vacuum and an additional \$18,000 for the acquisition of new pool covers. Donor: Ann Jackson Family Foundation; (2) Donation of \$3,000 to the Community Swimming Pool. Donor: Fidelity Charitable; (3) Donation of \$2,500 towards the procurement of a new ADA-compliant pool lift for Carpinteria Community Pool. Donor: Rotary Club of Carpinteria, Noontime; and

(4) Donation of \$10,000 designated for enhancing locker room facilities. Donor: Marilyn Jenkins.

6. Receive and file the Compliance Examination Engagement Report for the fiscal year ended June 30, 2023.
7. Adopt Resolution No. 6285, authorizing signers on City bank accounts.
8. Adopt Resolution No. 6286, authorizing certain officers to order the deposit or withdrawal of monies in the Local Agency Investment Fund (LAIF).

ADMINISTRATIVE MATTERS:

9. Making an Appointment to the Mobile Home Park Rent Stabilization Board.

Recommendation: Adopt Resolution No. 6287, approving the appointment of Danel Trevor to the Mobile Home Park Rent Stabilization Board.

Staff Presenter: Brian C. Barrett, City Clerk

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

10. Approval of the December 2024 Holiday Schedule and Closure of City Hall on December 24, 27 and 30, 2024.

Recommendation: Approve the December 2024 holiday schedule and authorize the closure of City Hall on December 24, 27 and 30, 2024.

Staff Presenter: Brian C. Barrett

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

11. Award of construction contract for the City Hall Campus Improvements Project – Sewer Replacement.

Recommendation: (1) Award a Construction Contract to Toro Enterprises, Inc. for the City Hall Campus Improvements Project – Sewer Replacement in the Total Bid amount of \$285,609 and (2) Approve a budget appropriation in the total amount of \$62,200 to the Capital Improvements Fund for Fiscal Year 2023-24 Capital Improvements Program Budget for the City Hall Campus Improvements Project – Sewer Replacement. *(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

12. A Maintenance Agreement with Precision Concrete Cutting for Sidewalk Repairs through the Cooperative Purchasing Contract by the California Joint Powers Insurance Authority.

Recommendation: Authorize the City Manager to execute a Maintenance Agreement with Precision Concrete Cutting for sidewalk repairs in the amount of \$47,101 through the Cooperative Purchasing Contract by the California Joint Powers Insurance Authority. *(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

13. Agreement with ZWorld GIS for Mapping and Geographic Information System Services.

Recommendation: Authorize the City Manager to execute the Agreement with ZWorld GIS for mapping and geographic information system services in an amount not-to-exceed \$35,724. *(This motion requires a roll call vote.)*

Staff Presenter: John L. Ilasin, Public Works Director

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

PUBLIC HEARING:

14. Introduction and first reading of Ordinance No. 773, adding Chapter 15.72 (Mandatory Seismic Retrofit Program for Existing Wood-Frame Buildings with Soft, Weak, or Open-Front Walls) to Title 15 (Buildings and Construction) of the Carpinteria Municipal Code regarding building seismic safety.

This ordinance would mandate that owners of soft story structures secure certified engineering reports detailing steps needed to seismically retrofit the first story of the structure to adequately support additional stories, obtain City of

Carpinteria building permits to carry out seismic retrofit, and carry out recommended and permitted seismic retrofit within a reasonable time period, enforceable through administrative remedies, property liens and/or misdemeanor charges.

Recommendation: Conduct a public hearing; introduce and waive first reading of Ordinance No. 773 (Attachment A), Mandatory Seismic Retrofit Program for Existing Wood-Frame Buildings with Soft, Weak, or Open-Front Walls; and set the ordinance for second reading and adoption for the City Council meeting of February 12, 2024. *(This motion requires reading of ordinance title and a roll call vote.)*

Staff Presenter: Mindy Fogg, Principal Planner

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

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:

15. Introduction and first reading of Ordinance No. 776, an Ordinance of the City of the City of Carpinteria, California, repealing and replacing in its entirety Carpinteria Municipal Code (CMC) Chapter 8.50, concerning the regulation of certain polystyrene and single-use plastic items.

Recommendation: Approve Ordinance No. 776, as read by title only. *(This motion requires reading of ordinance title and a roll call vote.)*

Staff Presenter: Erin Maker, Environmental Program Manager

- 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)
 - l. Sustainability Committee (Nomura & Solórzano)
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)
 - d. Harbor Seal Advisory Committee (Solórzano & Alarcon)
 - e. Appointment Process Committee (Alarcon & Clark)
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 January 22, 2024 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, January 3, 2024, in the City Clerk's Office, on the City Hall Public Notices Board, and on the Internet.



PROCLAMATION

A PROCLAMATION OF THE CARPINTERIA CITY COUNCIL DESIGNATING JANUARY 2024 AS "HUMAN TRAFFICKING AWARENESS MONTH"

WHEREAS, human trafficking is a form of modern slavery that occurs in every state, including California, wherein victims are forced to work in various forms of labor exploitation including, but not limited to, commercial sex acts and other services that are induced through force, fraud, or coercion; and

WHEREAS, due to its isolated and discrete nature, many individuals across the globe are unaware that trafficking exists in their communities; and

WHEREAS, it is estimated that more than 28 million people around the world are victims of human trafficking; and

WHEREAS, Human Trafficking victims face a cruelty that has no place in a civilized world. It is a crime that can take many forms, and one that tears at our social fabric, debases our common humanity, and violates what we stand for as a country; and

WHEREAS, increased education about how to identify human trafficking along with increased knowledge of in-state resources and services for those affected by criminal exploitation can help decrease the number of future victims; and

WHEREAS, the Santa Barbara County Human Trafficking Task Force is committed to using all applicable laws and resources for investigating human trafficking and prosecuting those engaged in it; and

WHEREAS, the Santa Barbara County Human Trafficking Task Force has worked diligently to bring awareness to the fact that human trafficking occurs closer to home than one might think, that California ranks number 1 in the country for reported human trafficking cases, and that Santa Barbara County is home to hundreds of survivors of trafficking and exploitation; and

WHEREAS, Human Trafficking Awareness Month is an opportunity to recognize the critical role all Carpinteria residents play in preventing, reporting, and adjudicating these heinous crimes;

NOW, THEREFORE, the City Council of the City of Carpinteria does hereby recognize January 2024 as "HUMAN TRAFFICKING AWARENESS MONTH" in our **CITY OF CARPINTERIA**, and calls this observance to the attention of all our citizens.

IN WITNESS THEREOF, the Mayor hereunto set their hand and caused the Official Seal of the City of Carpinteria, California, to be affixed this 8TH day of January, 2024.



ATTEST:

Al Clark, Mayor
City of Carpinteria

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

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

REGULAR MEETING AGENDA
MONDAY, JANUARY 8, 2024
5:30 P.M.

1. Call to order and roll call.
2. Confirmation of legal noticing and procedural requirements of meeting.
3. Public Comment – This is the time for public comments on matters not otherwise on the agenda but within the subject matter of the Carpinteria Library Board of Trustees.
4. Approval of minutes of the regular meeting held December 11, 2023.
5. January 2024 Carpinteria Community Library Report.
6. Making an Appointment to the Library Advisory Commission.
7. New Business & Discussion.
8. Adjournment.

The Carpinteria Library Board of Trustees agenda and any associated staff reports will be available on Thursday, January 4, 2024 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 January 8, 2024. 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, January 3, 2024, in the City Clerk's Office, on the City Hall Public Notices Board, and on the Internet.

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

REGULAR MEETING MINUTES
MONDAY, DECEMBER 11, 2023

1. Call to order and roll call.

President Clark called the meeting to order at 6:35 pm.

Boardmembers present: Boardmember Roy Lee
 Boardmember Wade T. Nomura
 Boardmember Mónica J. Solórzano
 Vice President Natalia Alarcon
 President Al Clark

Staff members present: Michael Ramirez, 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 public comment.

4. Approval of minutes of the regular meeting held November 13, 2023.

There was no public comment.

Motion by Vice President Alarcon, seconded by Boardmember Lee, to approve the minutes of the regular meeting held November 13, 2023. Upon voice vote, the motion carried unanimously.

5. December 2023 Carpinteria Community Library Report.

City Librarian Thomas presented the staff report.

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 6:44 pm.

Brian C. Barrett, CMC, CPMC, Secretary



City of Carpinteria

LIBRARY BOARD OF TRUSTEES AGENDA STAFF REPORT January 8, 2024

ITEM FOR LIBRARY BOARD OF TRUSTEES CONSIDERATION

January 2024 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 on 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 statistics are not in for December, however in November we saw a 17% increase in items checked out from a year ago. Approximately twice the amount of youth materials were checked out, compared to adult materials.

On Thursday, January 11th, we begin hosting a series of three tech classes for seniors, on Thursday mornings from 9:30am to 10:30am. This program is offered in partnership with the senior AgeWell program and is supported, in part, by a grant received from the Public Library Association and AT&T.

Series Schedule

- Jan 11 – Improving Computer Literacy (everything you need to know, but didn't know to ask)
- Jan 18 – Making Your Smart Phone Work for You
- Jan 25 – Navigating the Internet (and finding reliable information)

On Monday, January 22, we have a 5-week course beginning called "Nutrition for Longevity," offered through SBCC School of Extended Learning. This five-week course,

taught by Gerri French, a certified nutritionist, is free to participants and runs from 4:00pm to 6:00pm on 5 consecutive Mondays. This will be a fantastic class, full of great information and fun, too. Students need to register through City College to participate and library staff can help people through the online registration if needed. This course is aimed at senior adults but is open to all adults hoping to live to be 100 years old.

Dungeons and Dragons Club begins on Friday, January 12, and is open to players of all levels, ages 13-18. Some of the benefits cited in role-playing games include increased social skills, teamwork, critical thinking, improved communication, and empathy.

Dementia Support Group meets every 2nd and 4th Thursday of the month from 10:30am to 12pm and is very helpful for adults who are caring for loved ones with dementia. It is run by a trained facilitator from the Alzheimer's Association.

Work is being scheduled to install an overhead sprinkler in the supply closet off of the community room. The missing sprinkler was discovered in a recent fire inspection. Architecturally, the closet is actually part of the Veterans Hall complex and therefore not easily installable through the ceiling as was the overhead sprinkler system already in place. As a result, when the pipe is installed, it will be mounted on the ceiling and walls, and visible in the room. The work will be paid for by Santa Barbara County under the current lease agreement. The City may choose to add guards or coverings for the pipes to improve aesthetics.

Plumbing continues to be an issue affecting the entire Veterans Hall complex. The building gets much use and the plumbing is old, requiring frequent calls for service. Library staff maintains a log to track plumbing issues that impact the library, and is working with the City's Facilities Maintenance team, in communication with the County, to explore solutions.

Wireless printing is available again at the library. People can come in with their phones, and from their phones they can send a print job to our printer. The service is fast and convenient, and utilized frequently by library users that print items such as return shipping labels, boarding passes, and resumes. Black and white prints are .15 per page and homework is printed at no cost to the patron.

One of our staff, Library Technician Terra Furuta, has created four separate booklets for parents and young children to keep track of reading. 1000 Books Before Five encourages daily reading. If a child is read one book per day from the age of two, by the time they are five years old they will have had more than 1000 books read to them. Benefits of daily reading include increased vocabulary, comprehension, storytelling, letter and word recognition, and parent/child bonding. As part of the Library's commitment to accessibility for all, the City's Library Specialist, Eric Castro, has translated the booklets into Spanish. All booklets are free and available to pick up at the library.

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

No Additional Funding Requested. There is sufficient budget in the Adopted FY 2023-24 budget.

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

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

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


Signature


Signature



City of Carpinteria

CARPINTERIA COMMUNITY LIBRARY BOARD OF TRUSTEES STAFF REPORT January 8, 2024

ITEM FOR BOARD CONSIDERATION

Making an Appointment to the Library Advisory Commission.

STAFF RECOMMENDATION

Make an appointment to the Library Advisory Commission.

Sample Motion: I move to appoint _____ to the Library Advisory Commission.

BACKGROUND

The City Council adopted Ordinance No. 756 on June 13, 2022 which established the Carpinteria Community Library Advisory Commission (Commission). The Commission is composed of five members representative of the Carpinteria Community Library service area. The Library Board of Trustees (composed of the current City Council) appoints the members of the Library Advisory Commission. The Commission acts in an advisory capacity to the Library Board of Trustees and City Librarian in matters pertaining to the management, administration, operation, development, improvement and maintenance of the Library.

There is currently one vacancy on the Commission due to the resignation of Viviana Morales in August 2023. The purpose of this agenda matter is for the Library Board of Trustees to consider making an appointment to the Commission.

DISCUSSION

The Commission meets on the second Thursday of the month. The term of office for members on the Library Advisory Commission is two years which expires on January 31st in odd-numbered years. Member Vivian Morales resigned from the Library Advisory Commission in August 2023. Notice of this vacancy was posted on the notice board at City Hall, on the City's website, on social media, and in the Coastal View News on August 14, 2023. Aja Forner and Daisy Gemberling have applied to serve on the Library Advisory Commission (see Attachment A for submitted applications). Should

the Library Board of Trustees make an appointment to the Library Advisory Commission, the term would be through January 31, 2025.

POLICY CONSISTENCY

This item is consistent with the Library Board of Trustee's authority and interest in efficient, transparent, and accountable local government decision making. The appointment is consistent with Ordinance No. 756, and other provisions of the Carpinteria Municipal Code Chapter 2.37 regarding the Library Advisory Commission.

FINANCIAL CONSIDERATIONS

Per Resolution No. 6136, members of the Library Advisory Commission receive a \$30.00 stipend for each regular and special meeting of the Commission that they attend. This cost has already been included in the Adopted Fiscal Year 2023-24 Budget.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

There are no legal nor risk management considerations presented with this report.

OPTIONS

1. Make an appointment to the Library Advisory Commission.
2. Decline to make an appointment to the Library Advisory Commission and provide further direction to staff as appropriate.

PRINCIPAL PARTIES EXPECTED AT MEETING

Applicants have been invited to the meeting.

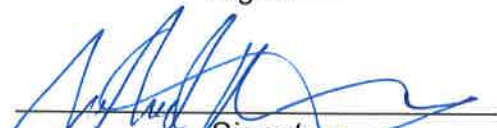
ATTACHMENTS

A: Applications to Library Advisory Commission

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


Signature

Reviewed by: Michael Ramirez, City Manager
(805) 755-4450, michaelr@carpinteriaca.gov


Signature

ATTACHMENT A
Application to Library Advisory Commission

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**CITY OF CARPINTERIA
APPLICATION FOR APPOINTMENT
TO A CITY BOARD, COMMISSION OR
COMMITTEE**

Please return to: City Clerk's Office
City of Carpinteria
5775 Carpinteria Avenue
Carpinteria, CA 93013

RECEIVED
CITY OF CARPINTERIA

NOV 19 2023

BRIAN C. BAHNE
CITY CLERK

BOARD, COMMISSION OR COMMITTEE APPLYING FOR:

Library Advisory Commission

APPLICANT:

Name

Aja Fomer

Home Address

Email

Business Address

Phone Number(s)

Are you a resident of the City of Carpinteria? Yes

EXPERIENCE/BACKGROUND:

Education

Santa Barbara City College

Present Occupation (Please describe any relevant past work experience.)

Development Coordinator at Girls Inc of Carpinteria

Memberships in Organizations

Rotary, Therapy Dogs of Santa Barbara, Moms Demand Action

Reasons why you believe you should be appointed (attach additional sheets if needed.):

As an avid reader and user of the Carpinteria Library, I would love to be involved in its continued success. The new programs that are being offered are wonderful and I would like to aid in securing additional funding for the library, so that it may continue to serve our community for generations to come.

Please list City Commission/Committee/Board (including dates) you are currently serving on or have served on:

I, the undersigned, hereby certify that all the statements contained herein above, are true and correct to the best of my knowledge and belief. I understand that false statements in my application will disqualify me from service on any Commission/Committee/Board of the City of Carpinteria. If appointed, I understand I will be responsible for filing an annual Statement of Economic Interests and fulfilling ethics training, and failure to do so in a timely manner may be cause for termination of position. This application is a public document and is available for review. You are strongly encouraged to attend the Council meeting when appointment is being made.

THIS APPLICATION MUST BE SIGNED AND DATED

Aja Fomer
Signature

11.9.2023
Date



**CITY OF CARPINTERIA
APPLICATION FOR APPOINTMENT
TO A CITY BOARD, COMMISSION OR
COMMITTEE**

Please return to: City Clerk's Office
City of Carpinteria
5775 Carpinteria Avenue
Carpinteria, CA 93013

RECEIVED
CITY OF CARPINTERIA

DEC 22 2023

BRIAN C. BARRETT
CITY CLERK

BOARD, COMMISSION OR COMMITTEE APPLYING FOR:
Carpinteria Community Library Advisory Commission

APPLICANT: Daisy Aldyn Gemberling

Name

Home Address

N/A

Business Address

Email

Phone Number(s)

Are you a resident of the City of Carpinteria? Yes

EXPERIENCE/BACKGROUND:

Currently Attending Cate School (Grade 11)

Education Head Student Librarian at Cate School, Intern at Lantern Tree Books, Office Assistant at Pacific Health Foods, Founder of CarpChronicles (Storytelling Initiative, still in the Works), Camp Counselor at Carpinteria Arts Center

Present Occupation (Please describe any relevant past work experience.)

N/A

Memberships in Organizations

Reasons why you believe you should be appointed (attach additional sheets if needed.):

Different perspectives garnered from outside one's own experiences are not only advantageous for a dynamic and enterprising commission, but they are also essential. My age allows me to establish connections with our younger community members and amplify their voices within an institution dedicated to supporting their education and literacy.

Continued on 2nd Page

Please list City Commission/Committee/Board (including dates) you are currently serving on or have served on: N/A

I, the undersigned, hereby certify that all the statements contained herein above, are true and correct to the best of my knowledge and belief. I understand that false statements in my application will disqualify me from service on any Commission/Committee/Board of the City of Carpinteria. **If appointed, I understand I will be responsible for filing an annual Statement of Economic Interests and fulfilling ethics training, and failure to do so in a timely manner may be cause for termination of position.** This application is a public document and is available for review. You are strongly encouraged to attend the Council meeting when appointment is being made.

THIS APPLICATION MUST BE SIGNED AND DATED

Signature

December 21, 2023
Date

Continued from 1st Page

Libraries offer universal access to knowledge and diverse experiences, and I aspire to collaborate and enhance existing programs to further nurture young minds and amplify their voices. Having a relatable figure for children and young adults significantly boosts participation while simultaneously inspiring them to assume leadership roles in the community and drive their educational journeys.

At Cate School, I have successfully managed rigorous classes alongside demanding extracurricular activities, instilling confidence in my ability to work productively and proactively with the Board and Head Librarian. If I were to join this commission, I am certain that I can foster mutually beneficial relationships with other members by absorbing their insights and reciprocating with my own. As an intern at the new Lantern Tree Books on Linden, I am enthusiastic about developing collaborative activities in the spirit of our shared community. Furthermore, as the Founder of CarpChronicles, an emerging storytelling initiative (feel free to ask me about it!), I look forward to engaging with the Library Advisory Commission through the lens of my involvement with CarpChronicles and my commitment to building community through oral histories.

My role as a head student librarian at Cate, along with the connections it brings, equips me with extensive knowledge of the inner workings of a library and the intricacies of management. I eagerly anticipate witnessing the growth of Carpinteria in the coming years and aspire to contribute to that development through my membership in this commission.

MEMORANDUM



Council Meeting Date: January 8, 2024

To: Honorable Mayor and City Council

From: Michael Ramirez, City Manager

Subject: **City Manager's Report**

Recruitments

The City is currently conducting, or in the process of opening, several recruitments. Below is a list of current and pending recruitments for full-time positions. Additional information, including information on part-time positions such as Parks & Facilities Attendant, Pool Lifeguard, and Water Polo Coach, are available on the City's website at: <https://carpinteriaca.gov/> (see City Hall→Human Resources.)

- Assistant City Manager
 - Open Now
 - Filing deadline: February 2, 2024
 - Recruiting Firm: Bob Murray & Associates
- Aquatics Superintendent
 - Open Now
 - Filing deadline: February 1, 2024.
- Parks, Recreation, and Community Services Director
 - Scheduled to open on January 15, 2024.
 - Tentative filing deadline: March 1
 - Recruiting Firm: Bob Murray & Associates
- Recreation Coordinator – Senior Services
 - Scheduled to open on January 9, 2024
 - Tentative filing deadline: January 24, 2024

Chevron Carpinteria Oil & Gas Processing Facility Decommissioning & Remediation Project

The public comment period for the Draft Environmental Impact Report (EIR) has been extended for an additional 15 days at the request of Chevron. The new closure date for the public comment period will be 5:00 p.m. on Wednesday, January 31, 2024. A copy of the Draft EIR and associated documents are available on the City's website at: <https://carpinteriaca.gov/> (see "Oil Processing Facility Decommissioning & Remediation" on "Hot Topics".)

Entertainment Licenses

Annual Entertainment Licenses have been issued to Island Brewing Company and Corktree Cellars. Issuance of a License for the Apiary is pending completion of all inspections and background checks. City staff is continuing with outreach to other Carpinteria businesses to alert them to the upcoming application fee increase (effective January 29th) and the extension of the temporary allowances for outdoor music through June 30th.

Pursuant to the special additional conditions placed on the Entertainment Licenses, a written warning was issued by Code Compliance to Island Brewing Company on December 18th following the receipt of noise complaints and two call-outs by the Sheriff's Department over the preceding weekend. Receipt of more than three warnings or citations within any license year may warrant suspension or revocation of an Entertainment License.

Carpinteria Farm, Hospitality & Residential Project

The Carpinteria Farm, Hospitality & Residential Project is scheduled to be heard by the City's Architectural Review Board (ARB) on January 25th for preliminary review. In anticipation of the upcoming meeting date, story poles are currently being erected onsite.

The staff report for the ARB meeting will be available on the City's website under upcoming Agenda & Meetings (<https://carpinteriaca.gov/city-hall/agendas-meetings/>) by Friday, January 19th.

General information about the proposed project is also available on the City's website (<https://carpinteriaca.gov/>) under "Hot Topics".

4745 Carpinteria Avenue Mixed Use Project

The commercial / residential mixed-use project proposed for 4745 Carpinteria Avenue (currently occupied by Suncoast Rentals) is scheduled to be considered by the City's Planning Commission at their upcoming February 5th hearing. The project includes 24 apartment units and approximately 4,000 square feet of commercial space, and seeks to utilize provisions of state Density Bonus law in exchange for setting aside three apartment units for "low-income" households.

The staff report for the Planning Commission hearing will be available on the City's website under upcoming Agenda & Meetings (<https://carpinteriaca.gov/city-hall/agendas-meetings/>) by Friday, February 2nd.

Reminder: New Fee Schedule

As a reminder to City Council and the public, the City's new fee schedule takes effect on January 29, 2024.

Increased Recycling: City Now Accepting Cooking Fats, Oils, and Grease

Recently, through a partnership with Ventura Rendering Company, the City now accepts cooking fats, oils, and grease, also known as FOGs, at the ABOP (Antifreeze,

Batteries, Oils, and Paint) collection events. For residents, cooking FOGs must be cooled and stored in one container for collection and must not be mixed with any non-cooking FOGs. By properly disposing and recycling used cooking FOGS, environmental pollution is reduced, and folks can worry less about clogged pipes!

Carpinteria Bluffs and Rincon Bluffs Annual Monitoring Reports

On December 6, 2023 representatives of The Land Trust for Santa Barbara County, the Citizens for Carpinteria Marsh, and City staff conducted the annual easement monitoring site inspection at the Carpinteria Bluffs Nature Preserve. No violations were observed during this site inspection. The City secured a satisfactory report for both the Carpinteria Bluffs and the Rincon Bluffs. The City was able to submit the request for annual disbursement from the Carpinteria Bluffs Endowment Fund, that will cover a portion of the expenses related to the care and upkeep of the Carpinteria Bluffs Nature Preserve in FY 2022/23. Unfortunately, the Rincon Bluffs Endowment Fund had not generated sufficient gains to allow withdrawal at this time, and we were not able to request disbursement of fund for the Rincon Bluffs Endowment Fund despite the satisfactory report.

Beach Camera

The Carpinteria Beach Camera has been out of order since December 4, 2023. The repairs have been more extensive than anticipated and staff is still working on a solution. Our goal is to fix the existing equipment and re-establish this service to the community. Simultaneously, staff is exploring long-term solutions, including a new camera that provides live streaming video capabilities with high-definition image to replace the current camera, which was purchased in 2017 and is nearing the end of its life span.

Senior Programming

The Carpinteria Senior Programming webpage AgeWell went live in December. Staff is continuing with outreach efforts to inform the senior community of the high-quality programming and services available, completely free of charge. The January calendar for all programming and monthly newsletter are available on the City's website at: <https://carpinteriaca.gov/agewell/newsletter/>

At the end of December, staff hosted a workshop where the Community Garden Coordinator did a presentation on the importance of pollinators. Attendees worked hands-on to plant native species that will attract pollinators to the planters located behind the Library Book Store. The workshop was so well received that staff is expanding the program's gardening opportunities. The second Saturday of each month, beginning at 10 AM, staff will host a program called "Let's Get Growing" at the Carpinteria Community Garden. Seniors will learn sustainable and organic gardening skills with Wendi Dunn, the Community Garden Coordinator. The program will provide seniors an opportunity to socialize outdoors, while also fostering a sense of accomplishment and well-being as participants tend to their very own vegetable garden in two elevated gardening plots that have been reserved for AgeWell programming.

Winter El Niño Update

The City Manager will provide information on recent storm events, current forecasts, and County and/or City preparations and response.

**City of Carpinteria
City Council Minutes
Regular Meeting
Monday, December 11, 2023**

In-Person and Virtual

CALL TO ORDER

Mayor Clark called the meeting to order at 5:31 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: Michael Ramirez, City Manager
Jena Shoaf Acos, on behalf of Brownstein Hyatt Farber
Schreck, LLP acting as City Attorney of the City
of Carpinteria
Brian C. Barrett, City Clerk
John L. Ilasin, Public Works Director
Nick Bobroff, Community Development Director
Gilbert Punsalan, Finance Manager
Olivia Uribe Mutal, Program Manager

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

Mayor Clark recommended adjourning in honor of Councilmember Alarcon's birthday.

Motion by Councilmember Nomura, seconded by Councilmember Lee, to adjourn in honor of Councilmember Alarcon's birthday. Upon voice vote, the motion carried unanimously.

INTRODUCTIONS, PROCLAMATIONS AND PRESENTATIONS:

1. Presentation of Youth Apprenticeship Readiness Accelerator (YARA) Program.

City Manager Ramirez introduced Jennifer Lopez, California Police Activities League Executive Director who provided the PowerPoint presentation.

There was no public comment.

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

There was consensus of the Council to direct staff to move forward with this item and assist YARA representatives with recruitment of program participants utilizing City communication channels, and to provide, or work with community stakeholders to facilitate provision of a meeting room with an adjacent outdoor open work-area, which are required for program instruction.

2. Administer Oath of Office to City Manager Michael Ramirez.

City Clerk Barrett administered the oath of office to City Manager Ramirez.

City Manager Ramirez, Councilmember Lee, and Mayor Clark each provided remarks.

Speakers in-person: Gregg Carty

RECESS FOR PHOTOGRAPHS

Mayor Clark recessed the meeting for photographs at 6:17 pm.

RECONVENE THE REGULAR MEETING OF THE CITY COUNCIL

Mayor Clark reconvened the meeting at 6:35 pm.

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

Mayor Clark temporarily adjourned the meeting at 6:35 pm.

RECONVENE THE REGULAR MEETING OF THE CITY COUNCIL

Mayor Clark reconvened the meeting at 6:44 pm.

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

City Manager Ramirez presented the City Manager's Report and he, Public Works Director Ilasin and Community Development Director Bobroff responded to questions from the Council.

PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA

Speakers in-person: Ann Matson and Susan Allen

Emails distributed: Marilyn Jenkins

CONSENT CALENDAR:

There was no public comment.

Motion by Councilmember Lee, seconded by Councilmember Nomura, to approve the Consent Calendar Item Nos. 3 through 5. The roll call vote on the motion 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.

3. Approve the minutes of the regular meeting held November 27, 2023 and the special joint meeting held December 4, 2023.
4. Receive and file the Expenditures for the period beginning November 20, 2023 and ending December 1, 2023.
5. Adopt Ordinance No. 774 (second reading), amending Chapter 2.06 of Title 2 (City Council District Elections) and Chapter 3.34 of Title 3 (Revenue and Finance). *(This motion requires a roll call vote.)*

ADMINISTRATIVE MATTERS:

6. Approval and adoption of Resolution No. 6283, amending the composition of the Ad hoc Harbor Seal Advisory Committee by adding alternate public members.

Recommendation: Approve and adopt Resolution No. 6283, amending the composition of the Ad hoc Harbor Seal Advisory Committee by adding alternate public members and designations.

City Clerk Barrett presented the staff report.

Applicants Randall Moon and Cynthia Steen provided remarks.

Emails distributed: Randall Moon and Susan Mailheau

Motion by Councilmember Nomura, seconded by Councilmember Lee, to approve and adopt Resolution No. 6283, amending the composition of the Ad hoc Harbor Seal Advisory Committee by adding two alternate public members and appointing Randall Moon and Cynthia Steen to serve in that capacity. Upon voice vote, the motion carried unanimously.

7. Approval and adoption of urgency Ordinance No. 775, Ordinance No. 744 as amended, extending the Temporary COVID-19 Outdoor Business Permit Program.

Recommendation: Approve and adopt urgency Ordinance No. 775, extending the Temporary COVID-19 Outdoor Business Permit Program in order to allow businesses to operate in the City's public right-of-way and privately-owned outdoor spaces for supporting social distancing and economic recovery following the COVID-19 pandemic. (This motion requires reading of ordinance title and a roll call vote.) (This Ordinance requires a 4/5th affirmative vote to pass.)

Public Works Director Ilasin presented the staff report.

Legal Counsel Acos, Public Works Director Ilasin, and Community Development Director Bobroff responded to questions from the Council.

Speakers in-person: Eileen Marcussen and Stephen Marcussen

Motion by Councilmember Lee, seconded by Councilmember Nomura, to approve and adopt urgency Ordinance No. 775, as read by title only.

City Clerk Barrett read aloud the title of Ordinance No. 775 into the record.

The roll call vote on the motion 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.

PUBLIC HEARING:

8. Public Hearing and receipt of testimony on adopting resolutions establishing development impact fees starting in calendar year 2024. The City Council will also receive and approve the Development Impact Fee Nexus Study that supports the development impact fees.

Recommendation: (1) Adopt Resolution No. 6278, approving the 2023 Development Impact Fee Nexus Study, (2) Adopt Resolution No. 6279, establishing the Development Impact Fee Program, and (3) Adopt Resolution No. 6280, approving and setting the amount of Quimby fees pursuant to Carpinteria Municipal Code Chapter 16.24.

Public Works Director Ilasin and Carlos Villareal with Willdan Financial Services presented the staff report and PowerPoint presentation.

There was no public comment.

Motion by Vice Mayor Alarcon, seconded by Councilmember Nomura, to adopt Resolution Nos. 6278, 6279, and 6280, as read by title only. 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:

9. Annual Comprehensive Financial Report for the Fiscal Year Ended June 30, 2023.

Recommendation: Receive and file the Annual Comprehensive Report for the fiscal year ended June 30, 2023.

Finance Manager Punsalan and Terry Shea with Rogers, Anderson, Malody & Scott, LLP presented the staff report.

There was no public comment.

Motion by Councilmember Solórzano, seconded by Councilmember Nomura, to receive and file the Annual Comprehensive Financial Report and related information, provided with this staff report as Attachments A through D. Upon voice vote, the motion carried unanimously.

10. Scheduling a special meeting of the City Council for consideration of the Annual Work Plan.

Recommendation: Schedule a special City Council meeting for consideration of the Annual Work Plan, to be held from 5:30 pm to approximately 8:30 pm, on Monday, January 29, 2024.

City Manager Ramirez presented the staff report.

There was no public comment.

Motion by Vice Mayor Alarcon, seconded by Councilmember Nomura, to schedule a special City Council meeting for consideration of the Annual Work Plan, 5:30 pm to approximately 8:30 pm, on Monday, January 29, 2024. Upon voice vote, the motion carried unanimously.

11. Receive staff report and act on the recommendations to: (1) Authorize the City Manager to enter into an agreement for executive search services for the Assistant City Manager and Parks, Recreation and Community Services Director positions with Bob Murray and Associates in an amount not-to-exceed \$37,500 and; (2) Approve Budget Appropriation for \$40,000 for executive recruitment services for an Assistant City Manager and Parks, Recreation and Community Services Director.

Recommendation: (1) Authorize the City Manager to enter into an agreement for executive search services for the Assistant City Manager and Parks, Recreation and Community Services Director positions with Bob Murray and Associates in an amount not-to-exceed \$37,500 and; (2) Approve Budget Appropriation for \$40,000 for executive recruitment services for an Assistant City Manager and Parks, Recreation and Community Services Director. *(This motion requires a roll call vote.)*

Program Manager Uribe Mutal presented the staff report.

There was no public comment.

Motion by Vice Mayor Alarcon to (1) Authorize the City Manager to enter into an agreement for executive search services for the Assistant City Manager and Parks,

Recreation and Community Services Director positions with Bob Murray and Associates in an amount not-to-exceed \$37,000 and; (2) Approve Budget Appropriation for \$40,000 for executive recruitment services for an Assistant City Manager and Parks, Recreation and Community Services Director.

Councilmember Nomura seconded the motion with the correction that the agreement for executive search services with Bob Murray and Associates be in an amount not-to-exceed \$37,500 as shown in the sample motion instead of \$37,000 as stated. Vice Mayor Alarcon accepted the correction to the motion. The roll call vote on the corrected motion 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.

LEGISLATIVE UPDATE: NONE

COMMITTEE REPORTS, INQUIRIES AND OTHER MATTERS PRESENTED BY COUNCILMEMBERS

Councilmember Solórzano reported on her attendance at:

- Last week's BEACON meeting where staff provided updates on ongoing projects focused in Ventura County and the Board created an ad hoc budget committee to review a multi-year budget plan to include changes in membership dues of cities. Next month's BEACON meeting will include a presentation from a scientist on coastal sediment regional strategies.
- The City Council/First District Supervisor Committee met and discussed a wide range of issues including the Land Trust managing the Salt Marsh, an update on County homeless services, planning for this year's potential storms, and planning for future partnerships in terms of outreach on the above issues.

Councilmember Lee added that the City Council/First District Supervisor Committee also discussed the Rincon Trail Project to redesign the parking lot so that cyclists will be safe when entering the parking lot from the trail.

Vice Mayor Alarcon reported on her attendance at the Elected Leaders Forum to Address Homelessness on December 1st where an update was provided on the community action plan including two strategies of expanded supportive services. One strategy had probation officers meet with clients to become familiar with the probation officers. While the other strategy involved Behavior Wellness and dealt with vehicular homelessness.

ATTENDANCE OF COUNCILMEMBERS FOR FUTURE MEETINGS

All Councilmembers are expected to be in attendance at the January 8, 2024 regular City Council meeting.

ADJOURNMENT

Mayor Clark adjourned the meeting in honor of Councilmember Alarcon's birthday at 8:43 pm.

Al Clark, Mayor

ATTEST:

Brian C. Barrett, CMC, CPMC
City Clerk



City of Carpinteria

COUNCIL AGENDA STAFF REPORT January 08, 2024

ITEM FOR COUNCIL CONSIDERATION

Expenditures for the period beginning December 04, 2023 and ending December 22, 23.

STAFF RECOMMENDATION

Receive and file Warrant Register for the period of December 04, 2023, through December 22, 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 December 04, 2023 and ending December 22, 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: Michael Ramirez, City Manager
(805) 755-4450, MichaelR@carpinteriaca.gov



Signature



Warrant Register

Carpinteria, CA

Date Range: 12/04/2023 - 12/22/2023

Vendor Number	Vendor Name	Payment Date	Payment Amount	Number
Payable #	Payable Type	Payable Description		
Bank Code: AP Bank-AP Bank				
Payment Type: Regular				
	DORRANCE WAY GROUP LLC	12/14/2023	(1,618.98)	102037
	ERDMAN VIDEO SYSTEMS	12/14/2023	(1,080.00)	102184
	AG ENT INC	12/07/2023	75.00	102615
23998	Invoice	BACKFLOW TEST CASITAS PASS MEDIAN 10/3/23		
	AMAZON CAPITAL SERVICES INC	12/07/2023	38.57	102616
14DJ-VRFD-CGP9	Invoice	INK REFILL, PHONE CASE FOR IPHONE		
	ANIMAL MEDICAL CLINIC	12/07/2023	4,425.74	102617
554343	Invoice	OCT23 CONTRACTED VET SERVICES		
554861	Invoice	OCT23 EMERGENCY OUT OF CONTRACT VET SERVICES		
555007	Invoice	OCT23 EMERGENCY OUT OF CONTRACT VET SERVICES		
555008	Invoice	OCT23 EMERGENCY OUT OF CONTRACT VET SERVICES		
555015	Invoice	NOV23 CONTRACTED VET SERVICES		
555016	Invoice	OCT23 DOG LICENSING ISSUANCE		
555017	Invoice	OCT23 DOG LICENSING ISSUANCE		
555018	Invoice	OCT23 EMERGENCY OUT OF CONTRACT VET SERVICES		
	BIG GREEN CLEANING COMPANY	12/07/2023	562.00	102618
636964	Invoice	NOV23 INCREASED CLEANING AT LIBRARY		
	CA DEPT OF JUSTICE	12/07/2023	158.00	102619
693828	Invoice	OCT23 FINGERPRINT APPLICATIONS		
	CALIFORNIA MUNICIPAL REVENUE & TAX ASSOCIA	12/07/2023	150.00	102620
3452	Invoice	2024 MEMBERSHIP RENEWAL FOR ADMIN SERVICES		
	CALIFORNIA SOCIETY OF MUNICIPAL FINANCE OFF	12/07/2023	55.00	102621
300013597	Invoice	2024 MEMBERSHIP-B. ROBINSON		
	CALTRANS	12/07/2023	5,313.17	102622
SL240207	Invoice	JUL-SEP23 SIGNAL & LIGHTING BILLING		
	CANNON	12/07/2023	72,238.33	102623
86623	Invoice	OCT23 2022 PAVEMENT REHABILITATION		
	CARPINTERIA VALLEY LUMBER CO	12/07/2023	180.08	102624
522770	Invoice	WOOD FILLER, TIEDOWNS, LUBRICANT FOR POOL		
523928	Invoice	PADLOCK SET, CHAIN FOR SHOP		
	COAST AUTO PARTS INC	12/07/2023	28.89	102625
772320	Invoice	FUEL ADDITIVE FOR STREET SWEEPER		
	COASTAL OCCUPATIONAL MEDICAL GROUP	12/07/2023	160.00	102626
282776	Invoice	OCT23 PRE-HEALTH SCREENING AQUATICS DIRECTOR		
	COASTAL VIEW NEWS	12/07/2023	734.00	102627
60638	Invoice	ABOP CANCELED AD 11/23/23		
60657	Invoice	PROP 774 ORDINANCE AD 11/30/23		
60658	Invoice	ADOPT 772 ORDINANCE AD 11/30/23		
60668	Invoice	COUNCIL & PLANNING COMMISSION MTG AD 11/30/23		
	COUNTY SANITATION COMPANY INC STEWARTS 8	12/07/2023	310.00	102628
63464	Invoice	AUGER TOILET PARKING LOT 1 RESTROOM 10/27/23		
	DAVID HERNANDEZ	12/07/2023	429.57	102629
INV0005139	Invoice	REIMBURSE CACEO CONFERENCE 2023 EXPENSES		

10621	EVERSHADE EXTERIOR CLEANING SOLUTIONS	12/07/2023	475.00	102630
	Invoice	NOV23 SIDEWALK AND TRASH RECEPTACLES CLEANING		
INV0005140	GFOA	12/07/2023	190.00	102631
	Invoice	12/1/23-11/30/24 MEMBERSHIP-L. MALDONADO		
ESA051	HAAKER EQUIPMENT COMPANY	12/07/2023	17,401.56	102632
W1A506	Invoice	10/25-11/21/23 HAAKER STREET SWEEPER RENTAL		
	Invoice	BROOM REPAIRS ON STREET SWEEPER 10/20/23		
	HAAKER EQUIPMENT COMPANY	12/12/2023	(17,401.56)	102632
	HDL SOFTWARE LLC	12/07/2023	7,789.53	102633
SIN03331	Invoice	OCT23 NEW ACCOUNTS PROCESSED/STR RETURNS		
112754	IMPULSE ADVANCE COMMUNICATIONS	12/07/2023	1,698.76	102634
	Invoice	JAN24 PHONE SERVICES		
6456Nov23	INFOARMOR INC	12/07/2023	53.85	102635
	Invoice	NOV23 IDENTITY THEFT EMPLOYEE PREMIUMS		
520428940	MISSION UNIFORM SERVICE	12/07/2023	345.70	102636
520428941	Invoice	MAT REPLACEMENT, UNIFORM CLEANING 11/13/23		
520483573	Invoice	TOWEL & MAT REPLACEMENT CITY HALL 11/13/23		
520483575	Invoice	MAT REPLACEMENT, UNIFORM CLEANING 11/20/23		
	Invoice	TOWEL & MAT REPLACEMENT-CITY HALL 11/20/23		
49316	NEW BEGINNINGS COUNSELING CENTER	12/07/2023	3,141.59	102637
	Invoice	OCT23 SAFE PARKING PROGRAM		
INV0005141	PLANNING & DEVELOPMENT-COUNTY OF SANTA I	12/07/2023	253.80	102638
	Invoice	AUG23 COUNTY PLANNING CHECKS FOR RINCON MULTI USE		
9290	PROFESSIONAL WASH CENTER	12/07/2023	27.00	102639
	Invoice	CLEAN AVOCADO FESTIVAL BANNERS 10/10/23		
15845	REGIONAL GOVERNMENT SERVICES	12/07/2023	2,824.20	102640
	Invoice	OCT23 CONTRACTED HR SERVICES SUPPORT		
43380	ROCKWELL PRINTING	12/07/2023	49.05	102641
	Invoice	BUSINESS CARDS-S. DARRINTON		
136282413-001	SITEONE LANDSCAPE SUPPLY (ALL AROUND)	12/07/2023	230.80	102642
	Invoice	IRRIGATION PARTS FOR COMMUNITY GARDEN		
NOV23 700247140684	SO CA EDISON	12/07/2023	95.84	102643
	Invoice	NOV23 ELECTRICITY-1 CARPINTERIA TC1		
139786	THE WHARF	12/07/2023	300.57	102644
	Invoice	SAFETY JACKET-R. AISPURO		
388334353	TREESCAPES	12/07/2023	3,600.00	102645
	Invoice	TREE MAINTENANCE AVOCADO ORCHARD 11/9/23		
190328	TRI-CO REPROGRAPHICS	12/07/2023	116.75	102646
190421	Invoice	SCANNING SMALL FORMAT, FILE RENAME, PDF 11/21/23		
190422	Invoice	SCANNING SMALL FORMAT, FILE RENAME 11/27/23		
190423	Invoice	SCANNING SMALL FORMAT, FILE RENAME 11/27/23		
190424	Invoice	SCANNING SMALL FORMAT, FILE RENAME 11/27/23		
190426	Invoice	SCANNING SMALL FORMAT, FILE RENAME 11/27/23		
190431	Invoice	SCANNING SMALL FORMAT, FILE RENAME 11/27/23		
53501907	WESTERN EXTERMINATOR COMPANY	12/07/2023	82.05	102647
	Invoice	NOV23 PFST CONTROL AT VETS HALL		
93692728	WEX BANK (76)	12/07/2023	181.24	102648
	Invoice	NOV23 FUEL FOR CITY VEHICLES		
	MISSIONSQUARE	12/14/2023	6,061.42	102649

INV0005153	Invoice	Deferred Compensation Contribution-Part Time Emp		
INV0005154	Invoice	MissionSquareEmployee Contributions		
INV0005155	Invoice	MISSIONSQUARE Employee Contributions		
INV0005156	SEIU LOCAL 620	12/14/2023	258.94	102650
	Invoice	Employee Union Dues Contribution		
INV0005157	UNITED WAY OF SANTA BARBARA COUNTY	12/14/2023	24.00	102651
	Invoice	Employee United Way Contribution		
10092971	4IMPRINT	12/14/2023	6,364.38	102652
	Invoice	LIFGUARD T-SHIRTS, SWEAT PANTS, HOODIES		
155614	ADVANTAGE TELECOM	12/14/2023	69.98	102653
	Invoice	DEC23 EMERGENCY PHONE LINE SERVICES		
13NK-PF4K-JL47	AMAZON CAPITAL SERVICES INC	12/14/2023	2,227.98	102654
14QV-MVND-JF9F	Invoice	CHAIRS, CHAIR DOLLY FOR SENIOR PROGRAM		
173F-RPCN-XLC7	Invoice	POOL, CITY HALL, COMMUNITY GARDEN SUPPLIES		
1C4Y-HQMH-HKGG	Invoice	ENVELOPES FOR CDD MAILINGS		
1DYY-Y73M-7CGP	Invoice	2 VIEWSONIC MONITORS		
1J74-XD7W-K3WW	Invoice	SPINE BOARD IMMOBILIZER, STRAPS, MARKERS FOR POOL		
1JNY-QGHV-WVJC	Invoice	SURGE PROTECTORS		
1YP7-Q7FP-7NYN	Invoice	NITRILE GLOVES FOR POOL		
	Invoice	2 VIEWSONIC MONITORS		
287303896883X12102023	AT&T MOBILITY	12/14/2023	589.95	102655
	Invoice	NOV23 CITY HALL CELL PHONES		
2037702418	BAKER & TAYLOR LLC	12/14/2023	89.69	102656
2037709654	Invoice	BOOKS FOR LIBRARY		
	Invoice	BOOKS FOR LIBRARY		
21034167	BAY ALARM	12/14/2023	186.75	102657
	Invoice	POOL ALARM SERVICES 1/1/24-3/31/24		
637237	BIG GREEN CLEANING COMPANY	12/14/2023	14,798.00	102658
637393	Invoice	NOV23 INCREASED CLEANING AT CITY HALL		
637433	Invoice	DEC23 CONTRACTED CLEANING SERVICES AT POOL		
637434	Invoice	DEC23 CONTRACTED CLEANING SERVICES AT 5103 CARP		
637438	Invoice	DEC23 CONTRACTED CLEANING SERVICE CITY & VETS HALL		
	Invoice	DEC23 CONTRACTED CLEANING SERVICE		
964476	BROWNSTEIN HYATT FARBER SCHRECK	12/14/2023	106,895.00	102659
964478	Invoice	PROFESSIONAL LEGAL SERVICES THROUGH 10/31/23		
964479	Invoice	PROFESSIONAL LEGAL SERVICES THROUGH 10/31/23		
964480	Invoice	PROFESSIONAL LEGAL SERVICES THROUGH 10/31/23		
964481	Invoice	PROFESSIONAL LEGAL SERVICES THROUGH 10/31/23		
964482	Invoice	PROFESSIONAL LEGAL SERVICES THROUGH 10/31/23		
964483	Invoice	PROFESSIONAL LEGAL SERVICES THROUGH 10/31/23		
300001601	CALIFORNIA ANIMAL WELFARE ASSOCIATION	12/14/2023	100.00	102660
	Invoice	MEMBERSHIP D. HERNANDEZ		
524437	CARPINTERIA VALLEY LUMBER CO	12/14/2023	70.32	102661
524484	Invoice	BATTERIES, BUSHING, TEFLON TAPE FOR POOL-BEACH		
524492	Invoice	LIGHT CLIPS FOR DOWNTOWN-T HOLIDAY LIGHTS		
524781	Invoice	BUNGEE CORD FOR DOWNTOWN-T HOLIDAY LIGHTS		
524792	Invoice	KEY LABEL TAGS FOR SHOP		
524793	Invoice	CAULK FOR POOL TOILETS		
	Invoice	KEYS FOR NEW STORAGE UNIT		
CARP CITY NOV23 SERVICE	CARPINTERIA VALLEY WATER DISTRICT	12/14/2023	20,476.46	102662
	Invoice	NOV23-WATER FOR MULTIPLE LOCATIONS		
60615	COASTAL VIEW NEWS	12/14/2023	198.00	102663
	Invoice	SANTA MONICA CREEK EVENT AD 11/16/23		

DEC23 001 3011 022093901 NOV-DEC23 001 3011 028030701	COX BUSINESS Invoice Invoice	12/14/2023 DEC23 CITY HALL INTERNET-PHONE SERVICE NOV-DEC23 POOL & GARDEN INTERNET-PHONE SERVICE	1,134.82 102664
000052	DC MARINE REPAIR Invoice	12/14/2023 REPAIR SKATE PARK LIGHTS 11/9/23	181.25 102665
2372827	DEWBERRY ENGINEERS INC. Invoice	12/14/2023 NOV23 CARPINTERIA AVENUE BRIDGE REPLACEMENT	3,343.03 102666
119870	EMPATHIA PACIFIC INC Invoice	12/14/2023 JAN-MAR24 EAP SERVICES	600.00 102667
3735	EVERYWHERE RIGHT NOW Invoice	12/14/2023 NOV23 WEBSITE PROGRAMMING CITY HALL	2,432.50 102668
DEC23 0905	EXTRA SPACE STORAGE Invoice	12/14/2023 STORAGE UNIT RENT FOR SPACE 0905	550.00 102669
NOV23 0983 NOV23 3498 NOV23 3696 NOV23 4480 NOV23 4545 NOV23 6160 NOV23 8528 NOV23 MR	FIRST NATIONAL BANK OF OMAHA Invoice Invoice Invoice Invoice Invoice Invoice Credit Memo Invoice	12/14/2023 CREDIT CARD PAYMENT-OUM CREDIT CARD PAYMENT-JT CREDIT CARD PAYMENT-LM CREDIT CARD PAYMENT-NB CREDIT CARD PAYMENT-BB CREDIT CARD PAYMENT-JI CREDIT CARD PAYMENT-AW CREDIT CARD PAYMENT-MR	4,818.66 102670
DEC23 209-188-2500-061589-5 DEC23 805-566-1944-032923-5	FRONTIER COMMUNICATIONS Invoice Invoice	12/14/2023 DEC23 PHONE & INTERNET - LG TOWER DEC23 PHONE & INTERNET-BEACH STORE	216.03 102671
531696	HOME DEPOT CREDIT SERVICES Invoice	12/14/2023 DOWNTOWN-T TREE LIGHTS	287.90 102672
1113105 FY23-24	ICMA MEMBERSHIP RENEWALS Invoice	12/14/2023 FY23-24 MEMBERSHIP O. URIBE-MUTAL	200.00 102673
12730	MCCORMIX CORP Invoice	12/14/2023 FUEL FOR CITY VEHICLES	135.64 102674
INV0012	MICHAEL LAZARO DBA CARPINTERIA EVENTS Invoice	12/14/2023 2023 HOLIDAY SPIRIT PARADE	8,500.00 102675
520483572 520519651 520519652 520568998 520568999 520569001	MISSION UNIFORM SERVICE Invoice Invoice Invoice Invoice Invoice Invoice	12/14/2023 TOWEL & MAT REPLACEMENT-POOL 11/20/23 MAT REPLACEMENT, UNIFORM CLEANING 11/27/23 TOWEL & MAT REPLACEMENT-CITY HALL 11/27/23 TOWEL & MAT REPLACEMENT-POOL 12/4/23 MAT REPLACEMENT, UNIFORM CLEANING 12/4/23 TOWEL & MAT REPLACEMENT-CITY HALL 12/4/23	415.97 102676
600-2023-11	MRS ENVIRONMENTAL INC Invoice	12/14/2023 NOV23 OIL & GAS ON CALL ENVIRONMENTAL SERVICES	16,275.00 102677
8586	MUNICIPAL MANAGEMENT ASSOCIATION OF SOU Invoice	12/14/2023 FY24 MMASC FULL MEMBERSHIP M. RAMIREZ	90.00 102678
9292	PROFESSIONAL WASH CENTER Invoice	12/14/2023 TABLE CLOTH CLEANING 9/12/23	27.50 102679
INV-04432 INV-04471 INV-04555 INV-04556 INV-04557	RALPH ANDERSON & ASSOCIATES Invoice Invoice Invoice Invoice Invoice	12/14/2023 AUG23 PROFESSIONAL SERVICES CITY MANAGER RECRUIT SEP23 PROFESSIONAL SERVICES CITY MANAGER RECRUIT NOV23 PROFESSIONAL SERVICES CITY MANAGER RECRUIT NOV23 PROFESSIONAL SERVICES CITY MANAGER RECRUIT EXPENSES-CITY MANAGER RECRUIT	33,212.05 102680

3927	RISDON'S 76 SERVICE	12/14/2023	120.00	102681
4281	Invoice CAR WASH FOR UNIT 250 11/25/23			
8513	Invoice CAR WASH FOR UNIT 255 11/26/23			
8884	Invoice CAR WASH FOR UNIT 250 11/11/23			
	Invoice CAR WASH FOR UNIT 255 11/12/23			
	ROGERS ANDERSON MALODY & SCOTT LLP (RAMS 12/14/2023		5,000.00	102682
73950	Invoice FY22-23 AUDIT SERVICES PROGRESS BILLING			
	ROTARY CLUB OF CARPINTERIA	12/14/2023	233.00	102683
20231001-10	Invoice CORPORATE MEMBERSHIP			
	SANDRA BARIOS	12/14/2023	300.00	102684
INV0005158	Invoice VETS HALL EVENT 11/4/23 REFUND			
	SANTA BARBARA COUNTY EHS / CUPA	12/14/2023	373.00	102685
INV0005159	Invoice 3610-POOL/SPA/WADING POOL PERMIT			
	SANTA BARBARA PEST CONTROL	12/14/2023	225.00	102686
165898	Invoice NOV23 PEST CONTROL AT CITY HALL			
165899	Invoice NOV23 PEST CONTROL AT VETS HALL			
166550	Invoice NOV23 PEST CONTROL AT POOL			
	SO CA EDISON	12/14/2023	17,145.21	102687
DEC23 700405192484	Invoice DEC23 ELECTRICITY-MULTIPLE LOCATIONS			
NOV23 700201069122	Invoice NOV23 ELECTRICITY-101 ASH AVE			
NOV23 700230547624	Invoice NOV23 ELECTRICITY-5103 CARPINTERIA AVE			
NOV23 700264659490	Invoice NOV23 ELECTRICITY-1115 LINDEN AVE B PED			
NOV23 700274833982	Invoice NOV23 ELECTRICITY-901 CACTUS LN EV EV			
NOV23 700291369452	Invoice NOV23 ELECTRICITY-MULTIPLE LOCATIONS			
NOV23 700477662295	Invoice NOV23 ELECTRICITY-901 CACTUS LN LGHT LGHT			
NOV23 700525378417	Invoice NOV23 ELECTRICITY- 931 WALNUT AVE & 4851 5TH ST			
NOV23 700604790697	Invoice NOV23 ELECTRICITY-CAPP AV/CSTS PAS 609			
	SO CAL GAS	12/14/2023	6,172.57	102688
NOV23 006 514 2700 7	Invoice NATURAL GAS 5305 CARPINTERIA AVE (POOL)			
NOV23 014 914 3239 7	Invoice NATURAL GAS 5103 CARPINTERIA AVE (FRIENDS OF THE L			
NOV23 016 913 9500 6	Invoice NATURAL GAS 5775 CARPINTERIA AVE (CITY HALL)			
NOV23 140 914 3084 4	Invoice NATURAL GAS 941 WALNUT AVE (VETS HALL)			
	SOLID WASTE SOLUTIONS INC	12/14/2023	1,586.75	102689
208	Invoice NOV23 WASTEWATER PROFESSIONAL SERVICES			
	SWRCB	12/14/2023	10,602.00	102690
SW-0269110	Invoice STATE WATER RESOURCES BOARD ANNUAL PERMIT FEE			
	TAFT ELECTRIC	12/14/2023	347,859.60	102691
PAY REQUEST 2	Invoice OCT23 CARP & PALM AVE PROJECT			
	THE RICHARD & LISA SHATTUCK FAMILY TRUST	12/14/2023	4,495.00	102692
INV0005160	Invoice BUILDING PERMIT 14132 WITHDRAW			
	TKM ENGINEERING	12/14/2023	975.00	102693
1244	Invoice NOV23 STAFF AUGMENTATION SERVICES			
	TREESCAPES	12/14/2023	1,710.00	102694
388334416	Invoice CATERPILLAR PREVENTION OGAN RD 11/28/23			
388334417	Invoice ECOCARE ELM & 8TH WALNUT TREE 11/28/23			
388334418	Invoice TREE TREATMENT-MEMORIAL PARK, CITY HALL, STREETS			
	TWO TRUMPETS COMMUNICATIONS	12/14/2023	5,550.00	102695
1349	Invoice NOV23 COMMUNICATIONS SERVICES			
	UNDERGROUND SERVICE ALERT OF SOUTHERN CA	12/14/2023	140.21	102696
1120230155	Invoice DEC23 NEW TICKET CHARGES & DATABASE MAINTENANCE			
23-241715	Invoice DEC23 CA STATE FEE FOR REGULATORY COSTS			
	VILLAGE POOL SUPPLY	12/14/2023	374.10	102697
46969	Invoice ACID FOR POOL 11/20/23			

34-158423	ZEE MEDICAL SERVICE CO	12/14/2023	7,877.34	102698
34-158424	Invoice FIRST AID CABINETS VETS HALL			
34-158425	Invoice CARDIAC PADS, FIRST AID KIT - POOL			
34-158426	Invoice ZOLL AED UNITS - CITY HALL			
	Invoice ZOLL AED UNIT - LIBRARY			
2023-0398	ZWORLD GIS	12/14/2023	2,977.00	102699
	Invoice NOV23 MAPPING/GIS SERVICES			
INV0005161	LICETTE MALDONADO	12/14/2023	45.06	102700
	Invoice MILEAGE REIMBURSEMENT TO CAMARILLO PUBLIC LIBRARY			
0055202	ACCESS CONTROL SECURITY INC.	12/21/2023	693.01	102701
0055361	Invoice SECURITY: L. GUTIERREZ 10/07/23			
0055518	Invoice SECURITY: NERI 10/14/23			
	Invoice SECURITY: M. CINTURA 10/28/23			
11HH-QVNP-YF6Y	AMAZON CAPITAL SERVICES INC	12/21/2023	4,582.10	102702
136J-N776-HXGV	Invoice BOOKS FOR LIBRARY			
13CN-LY9K-FFF7	Invoice FLASHLIGHT, SPONGES, TEA KETTLE FOR LIBRARY			
13GF-V9RC-D4P6	Invoice BOOKS FOR LIBRARY			
13MX-R99W-DPDY	Invoice GOOF OFF ADHESIVE REMOVER FOR LIBRARY			
13NK-PF4K-WJJN	Credit Memo BOOKS FOR LIBRARY			
13NK-PF4K-WX9P	Invoice ZIP BOOKS-L. ROSE			
14W9-MK6L-MGJX	Invoice ZIP BOOKS-M. GARCIA			
164G-NQDX-7FWG	Invoice ZIP BOOKS-L. MARCUS			
164J-JYJD-3M3H	Invoice ZIP BOOKS-L. VOLZ			
16DX-WXHD-4J6P	Invoice ZIP BOOKS-P. FOLEY			
16HJ-TQVV-PT79	Invoice BOOKS FOR LIBRARY			
16J9-LHRK-RCYH	Invoice ZIP BOOKS-B. BERTUCCI			
16RW-4GCJ-KDC6	Credit Memo BOOKS FOR LIBRARY RETURNED			
174P-D7Q9-W6GX	Invoice BOOKS FOR LIBRARY			
179Q-LVCH-WHR4	Invoice ZIP BOOKS-M. ROMERO			
17VY-RLFX-6DLV	Invoice CITY HALL STORAGE CONTAINER LOCKS			
17WQ-4GCD-LHN7	Invoice BOOKS FOR LIBRARY			
199D-N6LD-MKNC	Invoice ZIP BOOKS-J. LESH			
1C4M-R1K3-QHJM	Invoice ZIP BOOKS-L. FRIEDMAN			
1DJL-XKNF-1LYR	Invoice PRINTER, PAPER, SUPPLIES, LIBRARY PROGRAM ITEMS			
1GGF-TWMV-6N16	Invoice ZIP BOOKS-R. RODD			
1GNN-RLX1-73K9	Invoice BOOKS FOR LIBRARY			
1GPR-TMLF-1DWR	Credit Memo ZIP BOOKS-M. ROMERO RETURNED			
1H19-RR7Y-HLGP	Invoice ZIP BOOKS-K. SCHROEDER			
1H73-DQQ1-KC41	Invoice ZIP BOOKS-K. BRYAN			
1HV9-J6XT-JJR3	Invoice ZIP BOOKS-P. GILBERT			
1HYH-19HY-RVXY	Invoice SANTA HAT FOR LIBRARY			
1JNY-QGHV-3DKG	Invoice BOOKS FOR LIBRARY			
1K3K-K94W-PVDV	Invoice ZIP BOOKS-K. BRYAN			
1KCF-MFFT-FCXW	Invoice BOOKS FOR LIBRARY			
1KJM-FPXG-L443	Invoice BOOKS FOR LIBRARY			
1KRP-Q4FP-KT3K	Invoice ZIP BOOKS-R. MA			
1LM7-76X9-FLPY	Invoice ZIP BOOKS-S. BORNHURST			
1NCC-7GC6-MFML	Invoice ZIP BOOKS-D. MAUHARDT			
1NCG-7TMH-41LJ	Invoice ZIP BOOKS-L. LOK			
1PR9-RHF4-R9WF	Invoice TAPE FOR BOOK PROCESSING, 3 HOLE PUNCH-LIBRARY			
1PYV-P9PV-7W1L	Invoice ZIP BOOKS-D. WALKER			
1QF9-HHXV-1VGW	Invoice BOOKS FOR LIBRARY			
1QG9-P4YG-LN3Q	Invoice 3RD CUT FILE FOLDERS			
1QYM-FPKG-37CC	Invoice ZIP BOOKS-P. HOCKING			
1QYQ-XDVP-49KP	Invoice ZIP BOOKS-R. LESSER			
1R36-KHLJ-HC7M	Invoice ZIP BOOKS-P. FOLEY			
1RGQ-HC37-3X69	Invoice ZIP BOOKS-B. YOUNG			
1T3W-FF1X-VMFV	Invoice ZIP BOOKS-R. RODD			
1T7R-JFJ7-4KWF	Invoice BOOKS FOR LIBRARY			
	Invoice BOOKS FOR LIBRARY			

1TH1-DRV6-PHHM	Invoice	BOOKS FOR LIBRARY			
1THR-6W4P-KNGC	Invoice	ZIP BOOKS-D. JAYNES			
1THR-6W4P-KQW6	Invoice	ZIP BOOKS-P. GALBRAITH			
1V79-9LPY-CT13	Invoice	PHOTO FRAME FOR CITY GROUP PHOTO			
1V9K-LQXQ-9PYT	Invoice	BOOKS FOR LIBRARY			
1V9K-LQXQ-HHWT	Invoice	BOOKS FOR LIBRARY			
1V9K-LQXQ-T3JC	Invoice	ZIP BOOKS-K. BRYAN			
1V9K-LQXQ-VLXQ	Invoice	BOOKS FOR LIBRARY			
1WCX-GK43-PMCT	Invoice	BOOKS FOR LIBRARY			
1WGC-HGJP-YHY1	Invoice	ZIP BOOKS-L. MILLER			
1WMH-6PTJ-KHGD	Invoice	ZIP BOOKS-L. FRIEDMAN			
1WWN-TYQK-PWKW	Invoice	ZIP BOOKS-M. HOFFARTH			
1XN9-99XM-LV96	Invoice	ZIP BOOKS-K. SHELTON			
1YTV-NKHH-PYTM	Invoice	ZIP BOOKS-D. EVANS			
1YX9-7X3W-7FPQ	Invoice	BOOKS FOR LIBRARY			
	Void		12/21/2023	-	102703
	Void		12/21/2023	-	102704
	Void		12/21/2023	-	102705
	Void		12/21/2023	-	102706
	ANTHONY VEGA		12/21/2023	288.00	102707
INV0005182	Invoice	REIMBURSE SAFETY EYEWEAR			
	AZTEC TECHNOLOGY CORP		12/21/2023	25,887.50	102708
29398-1	Invoice	1-(40FT) ONE TRIP CONTAINERS			
29398-2	Invoice	1-(40FT) ONE TRIP CONTAINERS			
	BAKER & TAYLOR LLC		12/21/2023	31.23	102709
2037791912	Invoice	BOOKS FOR LIBRARY			
	BASIC		12/21/2023	127.00	102710
IN2918741	Invoice	NOV23 MONTHLY FSA ADMIN FEE			
	BERTHA AGUILAR		12/21/2023	250.50	102711
INV0005199	Invoice	VETS HALL EVENT 11/25/23 REFUND			
	BIG GREEN CLEANING COMPANY		12/21/2023	1,385.00	102712
637394	Invoice	BIG GREEN CLEANING FY23-24			
638326	Invoice	EMERGENCY CLEAN-UP AT LIBRARY 11/11/23			
	CALIFORNIA SOCIETY OF MUNICIPAL FINANCE OFF		12/21/2023	135.00	102713
300013933	Invoice	MANAGEMENT MEMBERSHIP L. MALDONADO			
	CARPINTERIA VALLEY LUMBER CO		12/21/2023	38.19	102714
524996	Invoice	GLASS SCRAPER, RAZOR BLADES FOR PW SHOP			
525179	Invoice	SUPPLIES FOR SKATE PARK			
	COASTAL VIEW NEWS		12/21/2023	254.00	102715
60618	Invoice	HOME SCHOOLING FAIR AD 11/16/23			
	COX BUSINESS		12/21/2023	135.99	102716
DEC23 001 3011 028450702	Invoice	DEC23 VETS HALL INTERNET SERVICES			
	EASY LIFT TRANSPORTATION		12/21/2023	1,000.00	102717
7444	Invoice	DEC23 COMMUNITY TRANSPORTATION SERVICE			
	FLOWERS & ASSOCIATES INC		12/21/2023	13,905.25	102718
23-5666	Invoice	NOV23 ENGINEERING SERVICES CARP & PALM AVE			
	FRONTIER COMMUNICATIONS		12/21/2023	327.23	102719
DEC23 805-684-4314-063022-5	Invoice	DEC23 PHONE & INTERNET SERVICES FOR LIBRARY			
DEC23 805-684-7613-042205-5	Invoice	DEC23 PHONE & INTERNET FOR LG TOWER & BOATHOUSE			
	GERARDO JIMENEZ		12/21/2023	300.00	102720
INV0005198	Invoice	VETS HALL EVENT 12/9/23 REFUND			
	GRAINGER		12/21/2023	79.99	102721
9928088146	Invoice	4-BLADED CUTTER, AUGER, SAW TOOTH CUTTER			

ESA051- W1A506-	HAAKER EQUIPMENT COMPANY	12/21/2023	16,995.40	102722
	Invoice	10/24-11/21/23 HAAKER STREET SWEEPER RENTAL		
	Invoice	BROOM REPAIRS ON STREET SWEEPER 10/20/23		
SIN033948	HINDERLITER DE LLAMAS	12/21/2023	1,153.89	102723
	Invoice	CONTRACT & AUDIT SERVICES-TRANSACTION TAX Q2/2023		
INV-0004086	IDAX DATA SOLUTIONS	12/21/2023	1,300.00	102724
	Invoice	IDAX SPEED TUBES FOR ARBOL VERDE ST		
INV0005183	JAYNE DIAZ	12/21/2023	712.14	102725
	Invoice	JAN24 MEDICAL REIMBURSEMENT		
INV0005200	JUSTIN CURE	12/21/2023	498.00	102726
	Invoice	VETS HALL EVENT 12/15/23 REFUND		
378224 - PPU	KANOPY	12/21/2023	55.00	102727
	Invoice	NOV23 LIBRARY VIDEOS		
216798	KNORR SYSTEMS INT'L	12/21/2023	3,108.16	102728
	Invoice	ELECTRONIC BOX FOR ADA POOL COVER		
INV0005185	LARRY DRIGGERS	12/21/2023	712.14	102729
	Invoice	JAN24 MEDICAL REIMBURSEMENT		
INV0005186	LETISIA GUTIERREZ	12/21/2023	182.12	102730
	Invoice	VETS HALL EVENT 10/7/23 REFUND		
6002694	MARBORG INDUSTRIES	12/21/2023	901.20	102731
	Invoice	DEC23 RENT PORTABLE RESTROOMS @ PARKING LOT 1		
INV0005184	MARY ANN COLSON	12/21/2023	712.14	102732
	Invoice	JAN24 MEDICAL REIMBURSEMENT		
INV0005187	MAYRA CINTURA	12/21/2023	473.25	102733
	Invoice	VETS HALL EVENT 10/28/23 REFUND		
520483574 520569000	MISSION UNIFORM SERVICE	12/21/2023	59.82	102734
	Invoice	MAT & TOWEL REPLACEMENT AT LIBRARY 11/20/23		
	Invoice	MAT & TOWEL REPLACEMENT AT LIBRARY 12/4/23		
244509	NATIONAL BAND & TAG COMPANY	12/21/2023	246.29	102735
	Invoice	LARGE BONE SHAPED DOG TAGS		
01352CO23422119 01352CO23425245	OVERDRIVE INC.	12/21/2023	1,083.04	102736
	Invoice	NOV23 EBOOK/AUDIOBOOK FOR LIBRARY		
	Invoice	NOV23 EBOOK/AUDIOBOOK FOR LIBRARY		
NOV23 7900 0440 8110 0954	QUADIENT FINANCE USA INC	12/21/2023	500.00	102737
	Invoice	POSTAGE FOR CITY HALL NOVEMBER 2023		
267956	RED WING SHOE STORE	12/21/2023	321.19	102738
	Invoice	SAFETY BOOTS-M. GONZALEZ 11/21/23		
15943	REGIONAL GOVERNMENT SERVICES	12/21/2023	4.14	102739
	Invoice	EXPENSE REIMBURSEMENT-RANDOLPH POLLARD		
43483	ROCKWELL PRINTING	12/21/2023	49.05	102740
	Invoice	BUSINESS CARDS FOR D. HERNANDEZ		
2911-01-1123	RRM DESIGN GROUP	12/21/2023	6,895.48	102741
	Invoice	NOV23 FRANKLIN CREEK TRAIL IMPROVEMENT		
1976	SANTA BARBARA COUNTY SHERIFFS DEPT	12/21/2023	522,357.00	102742
	Invoice	DEC23 CONTRACTED LAW ENFORCEMENT SERVICES		
136993645-001 137007702-001	SITEONE LANDSCAPE SUPPLY (ALL AROUND)	12/21/2023	73.13	102743
	Invoice	IRRIGATION REPAIR AT DOWNTOWN-T		
	Invoice	IRRIGATION REPAIR AT DOWNTOWN-T		
	SO CA EDISON	12/21/2023	18.18	102744

DEC23 700474689651	Invoice	DEC23 ELECTRICITY-4683 9TH ST		
	TOTAL BARRICADE SERVICE INC	12/21/2023	1,920.00	102745
60588	Invoice	RENT MESSAGE BORD FOR BURM WORK 11/22/23		
	TRI-CO REPROGRAPHICS	12/21/2023	46.85	102746
191080	Invoice	SCANNING SMALL FORMAT, FILE RENAME, PDF 12/6/23		
191081	Invoice	SCANNING SMALL FORMAT, FILE RENAME 12/6/23		
	UNIQUE MANAGEMENT SERVICES INC	12/21/2023	65.00	102747
6120089	Invoice	DEC23 LOST LIBRARY BOOKS		
	UNITED PET CARE	12/21/2023	69.00	102748
30027820	Invoice	DEC23 PET INSURANCE PREMIUMS		
	WAXIE SANITARY SUPPLY	12/21/2023	1,400.58	102749
82147001	Invoice	PAPER TOWEL DISPENSER AT POOL		
82153498	Invoice	BATH TISSUE, MULTIFOLD TOWEL- CITY HALL 12/7/23		
	CalPERS HEALTH	12/07/2023	55,665.54	DFT0003176
100000017354313	Invoice	DEC23 HEALTH PREMIUMS		
	CalPERS HEALTH	12/07/2023	7,488.87	DFT0003177
100000017354319	Invoice	DEC23 HEALTH PREMIUMS CC		
	EDD-SIT	12/14/2023	10,013.82	DFT0003178
PR25 12/14/23	Invoice	PR25 12/14/23 SIT TAXES		
	INTERNAL REVENUE SERVICE	12/14/2023	31,181.54	DFT0003179
PR25 12/14/23	Invoice	PR25 12/14/23 FEDERAL TAX PAYMENT		
	EDD-SDI	12/14/2023	1,879.84	DFT0003180
PR25 12/14/23	Invoice	PR25 12/14/23 SDI TAXES		
	CalPERS	12/14/2023	10,159.12	DFT0003181
10/28/23-11/10/823 PEPRA	Invoice	PEPRA RETIREMENT 10/28/23-11/10/23		
	CalPERS	12/14/2023	15,241.45	DFT0003182
10/28/23-11/10/23 CLASSIC	Invoice	CLASSIC RETIREMENT 10/28/23-11/10/23		
	CalPERS	12/14/2023	15,871.88	DFT0003183
11/11/23-11/24/23 CLASSIC	Invoice	CLASSIC RETIREMENT 11/11/23-11/24/23		
	CalPERS	12/14/2023	10,695.61	DFT0003184
11/11/23-11/24/23 PEPRA	Invoice	PEPRA RETIREMENT 11/11/23-11/24/23		
	CalPERS	12/14/2023	15,332.25	DFT0003185
11/25/23-12/08/23 CLASSIC	Invoice	CLASSIC RETIREMENT CONTRIBUTION 11/25/23-12/08/23		
	CalPERS	12/14/2023	10,707.08	DFT0003186
11/25/23-12/08/23 PEPRA	Invoice	PEPRA RETIREMENT CONTRIBUTION 11/25/23-12/08/23		



City of Carpinteria

COUNCIL AGENDA STAFF REPORT January 8, 2024

ITEM FOR COUNCIL CONSIDERATION

Monthly City Treasurer's Report on Compliance with Statement of Safekeeping and Investment of Public Funds.

STAFF RECOMMENDATION

Receive and file the report.

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

BACKGROUND / DISCUSSION

The City Council is the City of Carpinteria trustees and is authorized to make investment decisions concerning public funds that are subject to the Prudent Investment Standard. The Prudent Investor Standard of the California Government Code Section 53600.3 states, "when investing, reinvesting, purchasing, acquiring, exchanging, selling or managing public funds, a trustee shall act with care, skill, prudence and diligence under circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated need of the City, that a prudent person in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the City." The standard or prudence to be used by investment officials shall be applied in the context of managing the overall portfolio.

Trustees are those persons authorized to make investment decisions on behalf of a local agency. Trustees or City Investment Officials, acting in accordance with investment policy and exercising due diligence, shall be relieved of personal responsibility for an individual security's credit risk changes or market price changes, provided deviations from expectations are reported in a timely manner and appropriate action is taken to control adverse developments.

The purpose of this agenda matter is to provide the City Council with the required monthly Treasurer's Report (Attachment A.)

POLICY CONSISTENCY

The City is in compliance with the adopted Statement of Safekeeping and Investment of Public Funds.

FINANCIAL CONSIDERATIONS

Cash Statement: On November 30, 2023, the City held cash and cash investments as shown in the table below.

Table I

<u>CASH ACTIVITY FOR THE MONTH:</u>	
Cash and Investment Beginning of the Month	\$ 18,264,853.96
Cash Receipts	5,713,674.50
Cash Disbursements	(4,745,638.40)
Cash and Investment End of the Month	<u>\$ 19,232,890.06</u>

Investments:

Changes in the market value of treasury securities are inversely proportional to changes in interest rates demanded in the open market (i.e., when rates rise market values fall, when rates fall market values rise.) The sensitivity of a portfolio's market value to these changes in market rates is a function of its days to maturity and its coupon rate. Securities with longer maturities and/or lower coupon rates are more sensitive to changes in market interest rates. As security matures, changes in its value become less sensitive to market rate changes.

As of November 30, 2023, the portfolio's average days to maturity was 1.90 years, the average coupon rate was 1.70%, the average yield to maturity was 5.19%, the par value was \$9,900,000 and the Market Value was \$9,606,60.77

The City does not intend to sell nor does it have any foreseeable need to sell any securities. The City's investment policy intends to hold all securities to maturity, and securities so held are redeemed at par value resulting in no net market gain or loss.

Attached for City Council review is the Treasurer's Report listing all the investments and cash activity during the month.

The City of Carpinteria will be able to meet all expenditure obligations that might reasonably be anticipated for the next six-month period June 1, 2024.

LEGAL

This report has been prepared in compliance with California Government Code Sections 53600 and 53646.

PRINCIPAL PARTIES EXPECTED AT MEETING

None.

ATTACHMENTS

Attachment A: City of Carpinteria Monthly Treasurer's Report

Staff contact:

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


Signature

Reviewed by: Michael Ramirez, City Manager
michaelr@carpinteriaca.gov; (805) 755-4450


Signature

Attachment A

City Treasurer's Monthly Report

CITY OF CARPINTERIA TREASURER'S REPORT
For the Month Ended November 2023

CASH ACTIVITY FOR THE MONTH:

Cash and Investment Beginning of the Month	\$ 18,264,853.96
Cash Receipts	5,713,674.50
Cash Disbursements	<u>(4,745,638.40)</u>
Cash and Investment End of the Month	<u><u>\$ 19,232,890.06</u></u>

CASH AND INVESTMENT PORTFOLIO:

<u>Type of Investment/Coupon/CUSIP #</u>	<u>Institution/Issuer</u>	<u>Yield to Maturity</u>	<u>Maturity Date</u>	<u># Days to Maturity</u>	<u>Par Value</u>	<u>Market Value (1)</u>	<u>Book Value (2)</u>
Demand Deposit - General Checking	Montecito Bank	N/A	N/A	N/A	359,248.18	359,248.18	359,248.18
Demand Deposit - Premier Public Money Market	Montecito Bank	N/A	12/1/2023	1	1,851,059.75	1,851,059.75	1,851,059.75
Demand Deposit - Section 125 Checking	Montecito Bank	N/A	N/A	N/A	5,369.52	5,369.52	5,369.52
Demand Deposit - Payroll Checking	Montecito Bank	N/A	N/A	N/A	3,957.77	3,957.77	3,957.77
Local Agency Investment Fund	State of California	0.22%	12/1/2023	1	3,535,284.14	3,535,284.14	3,535,284.14
Demand Deposit - Money Market	Charles Schwab	N/A	12/1/2023	1	3,871,309.93	3,871,309.93	3,871,309.93
Treasury Note, 0.75%, (91282CDR9)	U.S. Government	0.73%	12/31/2023	31	250,000.00	249,023.43	249,993.47
Treasury Note, 2.5%, (9128285Z9)	U.S. Government	0.06%	1/31/2024	62	200,000.00	199,031.24	199,388.94
Treasury Note, 2.375%, (9128286G0)	U.S. Government	0.78%	2/29/2024	91	200,000.00	198,500.00	199,264.00
Treasury Note, 0.25%, (91282CBR1)	U.S. Government	2.17%	3/15/2024	106	250,000.00	246,367.18	240,750.00
Treasury Note, 2.25%, (9128286R6)	U.S. Government	2.41%	4/30/2024	152	250,000.00	246,796.88	249,156.76
Treasury Note, 2.0%, (912828XT2)	U.S. Government	1.11%	5/31/2024	183	250,000.00	245,898.43	255,107.50
Treasury Note, 0.25%, (91282CCG4)	U.S. Government	4.61%	6/15/2024	198	250,000.00	243,320.30	235,669.96
Treasury Note, 3.0%, (91282CFA4)	U.S. Government	4.53%	7/31/2024	244	250,000.00	246,250.00	244,503.55
Treasury Note, 3.25%, (91282CFG1)	U.S. Government	4.30%	8/31/2024	275	250,000.00	246,210.93	245,158.84
Treasury Note, 0.375%, (91282CCX7)	U.S. Government	1.08%	9/15/2024	290	250,000.00	240,585.93	245,359.46
Treasury Note, 2.125%, (912828Y5)	U.S. Government	4.31%	9/30/2024	305	250,000.00	243,632.80	239,586.84
Treasury Note, 0.625%, (91282CDB4)	U.S. Government	4.14%	10/15/2024	320	250,000.00	240,195.30	233,056.64
Treasury Note, 2.25%, (912828G38)	U.S. Government	4.35%	11/15/2024	351	250,000.00	243,046.88	241,052.35
Treasury Note, 1.00%, (91282CDN8)	U.S. Government	0.98%	12/15/2024	381	250,000.00	239,453.13	250,079.39
Treasury Note, 1.125%, (91282CDS7)	U.S. Government	4.09%	1/15/2025	412	250,000.00	239,140.63	237,350.47
Treasury Note, 1.125%, (912828ZC7)	U.S. Government	1.29%	2/28/2025	456	250,000.00	238,164.05	248,740.00
Treasury Note, 2.625%, (9128284F4)	U.S. Government	1.30%	3/31/2025	487	250,000.00	242,304.68	260,224.61
Treasury Note, 0.25%, (912828ZT0)	U.S. Government	1.25%	5/31/2025	548	250,000.00	233,203.13	241,660.01
Treasury Note, 0.25%, (912828ZW3)	U.S. Government	1.53%	6/30/2025	578	250,000.00	232,500.00	239,598.86
Treasury Note, 0.25%, (91282CAM3)	U.S. Government	1.32%	9/30/2025	670	250,000.00	230,390.63	240,265.00
Treasury Note, 3.0%, (9128285J5)	U.S. Government	4.09%	10/31/2025	701	250,000.00	242,070.30	242,136.63
Treasury Note, 0.375%, (91282CBC4)	U.S. Government	1.20%	12/31/2025	762	250,000.00	229,023.42	241,955.00
Treasury Note, 0.375%, (91282CBC4)	U.S. Government	1.37%	12/31/2025	762	250,000.00	229,023.43	240,365.00
Treasury Note, 3.875%, (91282CGE5)	U.S. Government	3.77%	1/1/2026	763	250,000.00	246,093.75	250,641.19
Treasury Note, 1.625%, (912828P46)	U.S. Government	1.56%	2/15/2026	808	250,000.00	234,375.00	250,595.69
Treasury Note, 0.5%, (91282CBQ3)	U.S. Government	1.28%	2/25/2026	818	250,000.00	228,242.18	242,113.19
Treasury Note, 0.75%, (91282CBT7)	U.S. Government	1.28%	3/31/2026	852	250,000.00	229,179.68	244,459.30
Treasury Note, 0.75%, (91282CCF6)	U.S. Government	1.34%	5/31/2026	913	250,000.00	227,812.50	243,702.50

CITY OF CARPINTERIA TREASURER'S REPORT
For the Month Ended November 2023

Treasury Note, 0.875%, (91282CCJ8)	U.S. Government	1.35%	5/30/2026	943	250,000.00	228,203.13	244,821.96
Treasury Note, 1.625%, (91282YQ7)	U.S. Government	4.00%	10/31/2026	1066	250,000.00	230,625.00	227,869.30
Treasury Note, 2%, (91282U24)	U.S. Government	4.31%	11/15/2026	1081	250,000.00	233,085.93	228,317.27
Treasury Note, 1.25%, (91282CDK4)	U.S. Government	1.28%	11/30/2026	1096	250,000.00	227,695.30	249,602.02
Treasury Note, 1.5%, (91282Z78)	U.S. Government	3.64%	1/31/2027	1158	250,000.00	228,554.68	231,040.31
Treasury Note, 2.25%, (912828V98)	U.S. Government	4.29%	2/15/2027	1173	250,000.00	233,750.00	229,819.14
Treasury Note, 2.5%, (91282CEF4)	U.S. Government	3.96%	2/16/2027	1174	250,000.00	235,312.50	235,031.06
Treasury Note, 2.75%, (91282CEN7)	U.S. Government	3.71%	4/30/2027	1247	250,000.00	236,835.93	241,094.62
Treasury Note, 3.25%, (91282CEW7)	U.S. Government	3.70%	5/30/2027	1308	250,000.00	240,546.88	245,668.13
Treasury Note, 3.125%, (91282CFH9)	U.S. Government	4.19%	8/31/2027	1370	250,000.00	239,062.50	238,232.21
Treasury Note, 4.125%, (91282CFU0)	U.S. Government	4.02%	10/31/2027	1431	250,000.00	247,695.30	250,962.10
Treasury Note, 2.25%, (912823F5)	U.S. Government	4.01%	11/15/2027	1446	250,000.00	230,898.43	232,267.50
					19,526,229.29	19,048,330.68	19,232,890.06

REPORT ON COMPLIANCE WITH STATEMENT OF SAFEKEEPING AND INVESTMENT OF PUBLIC FUNDS

The City is in compliance with the adopted Statement of Safekeeping and Investment of Public Funds.

REPORT OF ABILITY TO MEET REQUIRED EXPENDITURES FOR THE NEXT SIX MONTHS

Based upon currently budgeted revenues and expenditures, the City currently has sufficient liquid financial resources to meet anticipated expenditures during the period 12/01/23 through 6/01/24.

WEIGHTED AVERAGE MATURITY OF PORTFOLIO

As of November 30, 2023 the weighted average days to maturity of the City's investment portfolio is 1.90 years.

FOOTNOTES TO REPORT/DEFINITION OF TERMS:

- (1) The market value of U.S. Government Securities was provided by the custodial agent, Charles Schwab.
For the Local Agency Investment Fund the market value represents the contract value.

For all other investments, the market value is equal to book value.

- (2) Book value of demand deposits equals the bank balance minus outstanding checks plus deposits-in-transit.

Yield to Maturity (YTM): The percentage rate of return for the note assuming that the City holds the asset until its maturity date. It is the sum of all its remaining coupon payments.

Par Value: Equals face value of security (value of the security when it reaches maturity).

Market Value: The last price for which a security was bought or sold. In this case, the value as of the last day of the month of this report.

Book Value: The amount at which the security is carried in the City's accounting records (adjusted at year-end for GASB 40 reporting purposes).



City of Carpinteria

COUNCIL AGENDA STAFF REPORT January 8, 2024

ITEM FOR COUNCIL CONSIDERATION

Acceptance of five separate donations made to the City's Parks & Recreation Department as follows:

1. Donation of \$11,377.00 for the purchase of an in-pool vacuum and an additional \$18,000 for the acquisition of new pool covers. Donor: Ann Jackson Family Foundation.
2. Donation of \$3,000 to the Community Swimming Pool. Donor: Fidelity Charitable.
3. Donation of \$2,500 towards the procurement of a new ADA-compliant pool lift for Carpinteria Community Pool. Donor: Rotary Club of Carpinteria, Noontime.
4. Donation of \$10,000 designated for enhancing locker room facilities. Donor: Marilyn Jenkins.

STAFF RECOMMENDATION

Staff recommends City Council formally accept the following generous donations:

- Donation of \$11,377.00 for the purchase of an in-pool vacuum and an additional \$18,000 for the acquisition of new pool covers. Donor: Ann Jackson Family Foundation.
- Donation of \$3,000 to the Community Swimming Pool. Donor: Fidelity Charitable.
- Donation of \$2,500 towards the procurement of a new ADA-compliant pool lift for Carpinteria Community Pool. Donor: Rotary Club of Carpinteria, Noontime.
- Donation of \$10,000 designated for enhancing locker room facilities. Donor: Marilyn Jenkins.

BACKGROUND

On 7/14/2022, staff received a monetary donation of \$11,377 from the Ann Jackson Family Foundation for the purchase of a new in-pool vacuum. Subsequently, on 2/28/23, an additional monetary donation of \$18,000 was received from the Ann Jackson Family Foundation, specifically intended for the replacement of pool covers. The Ann Jackson Family Foundation is a regular supporter of the Carpinteria Community Swimming Pool and has made multiple contributions in the past.

On 4/29/2022, a monetary donation of \$3,000 was received from Fidelity Charitable to benefit the Carpinteria Community Pool. On 3/23/23, a \$2,500 monetary donation was received from the Rotary Club of Carpinteria (Noontime), allocated for the acquisition of a new ADA-compliant pool lift. Additionally, on 11/9/23 a \$10,000 monetary donation was received from Marilyn Jenkins, designated to support locker room improvements at the Carpinteria Community Pool.

DISCUSSION

With acceptance of the listed donations, the City agrees to use the funds as designated by the donor. Donations to support the Carpinteria Community Pool are not uncommon, and donors often inquire with staff and/or pool users regarding need. Community pool staff and users; and the Parks, Recreation, and Community Services Department as a whole, greatly appreciate the listed donations and donors.

POLICY CONSISTENCY

It is the City's practice for the City Council to consider whether or not to accept donations. The acceptance of these donations aligns with the City's commitment to fostering community engagement and enhancing the quality of public amenities.

FINANCIAL CONSIDERATIONS

None.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

No specific legal or risk management considerations are associated with the acceptance of these donations.

OPTIONS

1. Accept all donations.
2. Accept one or more, but not all of the donations.
3. Do not accept the donations.

PRINCIPAL PARTIES EXPECTED AT MEETING

None

ATTACHMENTS

None

Staff contact: Amber Workman, Aquatics Superintendent
(805) 566-2417, AmberW@carpinteriaca.gov

MR for Amber Workman
Signature

Reviewed by: Michael Ramirez, City Manager
(805) 755-4450, MichaelR@carpinteriaca.gov

[Signature]
Signature



City of Carpinteria

COUNCIL AGENDA STAFF REPORT January 8, 2024

ITEM FOR COUNCIL CONSIDERATION

Compliance Examination Engagement Report for the Fiscal Year Ended June 30, 2023.

STAFF RECOMMENDATION

Receive and file the Compliance Examination Engagement Report for the fiscal year ended June 30, 2023.

Sample Motion: I move to receive and file the Compliance Examination Engagement Report, provided with this staff report as Attachments A.

BACKGROUND

All non-federal entities that expend \$750,000 or more of Federal awards in a fiscal year are subject to a single or program-specific audit conducted for that fiscal year. It is intended to provide assurance to both the Federal and State Government that the City has adequate internal controls in place, and is generally in compliance with program requirements. Local governments are required to obtain an audit pursuant to the Federal Single Audit Act Amendments of 1996 and prepare a reporting package that is submitted to both the California State Controller's Office (SCO), which serves as the Single Audit oversight agency for most California local governments, and the Federal Audit Clearinghouse (FAC), which acts as an executive agent for the Office of Management and Budget.

The City expended \$1.6 million in federal funds for Fiscal Year 2022-23 of which \$1.6 million was subject to single audit requirement for COVID-19 Coronavirus State and Local Fiscal Recovery Funds.

Due to the City having only one federal program over the \$750,000 threshold, the City's external auditors opted to perform an Examination Engagement rather than a Single Audit in compliance with Federal and State requirements.

DISCUSSION

The Compliance Examination Engagement Report was completed by Rogers, Anderson, Malody & Scott, LLP Certified Public Accountants (RAMS) and the results of their auditing procedures identified zero instances of noncompliance. The Examination Engagement was completed in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). These standards require that RAMS plan and perform the Examination Engagement to obtain reasonable assurance about whether noncompliance with the grant requirements could have a direct and material effect on a major federal program. With that assurance attained following the Examination Engagement, RAMS has issued an unmodified opinion.

FINANCIAL AND RISK MANAGEMENT CONSIDERATIONS

There are no budget impacts as a result of this action.

PRINCIPAL PARTIES EXPECTED AT MEETING

There are no principal parties expected at the meeting.

ATTACHMENTS

Attachment A: Compliance Examination Engagement Report

Staff contact:

Gilbert Punsalan, Finance Manager
gilbertp@carpinteriaca.gov; (805) 880-3406


Signature *Punsalan*

Licette Maldonado, Administrative Finance Director
licettem@carpinteriaca.gov; (805) 755-4448


Signature

Reviewed by: Michael Ramirez, City Manager
michaelr@carpinteriaca.gov; (805) 755-4450


Signature



City of Carpinteria

COUNCIL AGENDA STAFF REPORT January 8, 2024

ITEM FOR COUNCIL CONSIDERATION

Adoption of the attached Resolution No. 6285, authorizing signers on City bank accounts.

STAFF RECOMMENDATION

Adopt Resolution No. 6285, authorizing signers on City bank accounts.

Sample Motion: I move the adoption of Resolution No. 6285, as read by title only.

BACKGROUND / DISCUSSION

On occasion, the City needs to make changes to the list of employees authorized as bank signers. The need for updating the list can be caused by a change in staff, reorganization and/or change in staff responsibilities. Resolution No. 6285, if adopted, will authorize a change of signatures on all City bank accounts.

POLICY CONSISTENCY

The City's approved signers list was last updated and approved via Resolution No. 6167, on October 24, 2022.

FINANCIAL CONSIDERATIONS

None

LEGAL

None

PRINCIPAL PARTIES EXPECTED AT MEETING

None

ATTACHMENTS

A. Resolution No. 6285

Staff contact: Licette Maldonado,
Administrative Services Director
(805) 755-4448, licettem@carpinteriaca.gov



Signature

Reviewed by: Michael Ramirez, City Manager
(805) 755-4450, michaelr@carpinteriaca.gov



Signature

Attachment A

Resolution 6285

RESOLUTION NO. 6285

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CARPINTERIA AUTHORIZING SIGNERS ON BANK ACCOUNTS FOR
THE CITY OF CARPINTERIA AND SUPERSEDING ALL PRIOR
AUTHORIZATION**

WHEREAS, the City of Carpinteria on occasion finds it necessary to make changes to the list of employees authorized and empowered to sign on bank accounts on behalf of the City; and

WHEREAS, The City's practice is for the City Council to authorize bank signers via Resolution.

NOW, THEREFORE, BE IT RESOLVED as follows:

SECTION 1. The above recitals are true and correct.

SECTION 2. The City Manager, or their designee, is authorized and directed to open and maintain such bank accounts in banks or savings institutions as they deem necessary and advisable for the conduct of the affairs of the City and any two of the following persons, acting together, and coexistent with all applicable City policies and procedures, are authorized and empowered to execute checks and other items of indebtedness for and on behalf of this City.

Michael P. Ramirez, City Manager
Licette Maldonado, Administrative Services Director
Gilbert T. Punsalan, Finance Manager
Brian C. Barrett, City Clerk

SECTION 3. This resolution authorizing signers on City bank accounts supersedes all prior authorizations.

PASSED, APPROVED AND ADOPTED on January 8, 2024, 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, CPMC
City Clerk, City of Carpinteria

I hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Carpinteria held on January 8, 2024.

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

APPROVED AS TO FORM:

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



City of Carpinteria

COUNCIL AGENDA STAFF REPORT January 8, 2024

ITEM FOR COUNCIL CONSIDERATION

Adopt a resolution authorizing certain officers to order the deposit or withdrawal of monies in the Local Agency Investment Fund.

STAFF RECOMMENDATION

Adopt Resolution No. 6286, as read by title only, authorizing certain officers to order the deposit or withdrawal of monies in the Local Agency Investment Fund (LAIF).

Sample Motion: I move the adoption of Resolution No. 6286, as read by title only.

BACKGROUND / DISCUSSION

On occasion, the City needs to make changes to the list of employees authorized as bank signers. The need for updating the list can be caused by a change in staff, reorganization and/or change in staff responsibilities. Resolution No. 6168, if adopted, will authorize certain officers to order the deposit or withdrawal of monies in the Local Agency Investment Fund.

POLICY CONSISTENCY

The City's authorization of certain officers to order the deposit or withdrawal of monies in the Local Agency Investment Fund was last reviewed and adopted per Resolution 6168 on October 24, 2022.

FINANCIAL CONSIDERATIONS

None

LEGAL

None

PRINCIPAL PARTIES EXPECTED AT MEETING

None

ATTACHMENTS

A. Resolution No. 6286

Staff contact: Licette Maldonado,
Administrative Services Director
(805) 755-4448, licettem@carpinteriaca.gov


Signature

Reviewed by: Michael Ramirez, City Manager
(805) 755-1150, michaelr@carpinteriaca.gov


Signature

Attachment A

Resolution 6286

RESOLUTION NO. 6286

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CARPINTERIA, AUTHORIZING INVESTMENT OF THE CITY OF
CARPINTERIA MONIES IN THE LOCAL AGENCY INVESTMENT FUND
(LAIF)**

WHEREAS, the Local Agency Investment Fund is established in the State Treasury under Government Code section 16429.1 et. seq. for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

WHEREAS, the City Council hereby finds that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided therein is in the best interest of the City of Carpinteria; and

WHEREAS, the Officer of the Treasurer, State of California, has asked that the City update the authorizations in said Resolution reflecting the subsequent changes.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby authorizes the withdrawal of City of Carpinteria monies in the Local Agency Investment Fund in the State Treasury in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided therein.

BE IT FURTHER RESOLVED, as follows:

SECTION 1. The following City of Carpinteria officers holding the title(s) specified hereinbelow or their successors in office are each hereby authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund and may execute and deliver any and all documents necessary or advisable in order to effectuate the purposes of this resolution and the transaction contemplated hereby:

Michael P. Ramirez, City Manager
Licette Maldonado, Administrative Services Director
Gilbert T. Punsalan, Finance Manager
Brian C. Barrett, City Clerk

SECTION 2. This resolution shall remain in full force and effect until rescinded by City Council by resolution and a copy of the resolution rescinding this resolution is filed with the State Treasurer's Office

SECTION 3. This resolution authorizing investment of City of Carpinteria monies in the Local Agency Investment Fund supersedes all prior authorizations.

PASSED, APPROVED AND ADOPTED on January 8, 2024, 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, CPMC
City Clerk, City of Carpinteria

I hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Carpinteria held on January 8, 2024.

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

APPROVED AS TO FORM:

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



City of Carpinteria

COUNCIL AGENDA STAFF REPORT January 8, 2024

ITEM FOR COUNCIL CONSIDERATION

Making an Appointment to the Mobile Home Park Rent Stabilization Board.

STAFF RECOMMENDATION

Adopt Resolution No. 6287, approving the appointment of Danel Trevor to the Mobile Home Park Rent Stabilization Board.

Sample Motion: I move to adopt Resolution No. 6287, as read by title only, approving the appointment of Danel Trevor to the Mobile Home Park Rent Stabilization Board.

BACKGROUND

The Mobile Home Park Rent Stabilization Board (Board) consists of five regular members who are appointed by the City Council on an at-large basis. The Board is empowered under Section 5.69.030 of the Carpinteria Municipal Code to approve, set and adjust the rent schedule and maximum rents for mobile home tenancies in the City.

There are currently three vacancies on the Board. The purpose of this agenda matter is for the Council to consider making an appointment to the Board.

DISCUSSION

The Board typically meets once a year in April. The term of office for members on the Board is two years which expires on January 31st in odd-numbered years. Member Danel Trevor resigned from the Board in December 2022, leaving only two of five board member positions filled, and resulting in an inability to meet due to lack of a quorum. Notice of this vacancy was posted on the notice board at City Hall, on the City's website, on social media, and in the Coastal View News. Ms. Trevor has recently reapplied to serve on the Board (see Attachment A). Should the Council reappoint Ms. Trevor, her term would be through January 31, 2025.

POLICY CONSISTENCY

This item is consistent with Carpinteria Municipal Code Chapter 2.32, 2.36, and 12.28.080 concerning the Planning Commission, Architectural Review Board, and Tree Advisory Board, respectively. By practice, the City Council follows the same procedures for Commission, Boards and Committees pursuant to Carpinteria Municipal Code Chapter 2.24.

FINANCIAL CONSIDERATIONS

There are no financial considerations presented with this report.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

Per the Carpinteria Municipal Code, Commission, Board, and Committee members serve at the pleasure of the City Council and shall be appointed by the Mayor with the advice and consent of the City Council.

OPTIONS

1. Adopt Resolution No. 6287, approving the appointment of Danel Trevor to the Mobile Home Park Rent Stabilization Board.
2. Decline to adopt Resolution No. 6287, and provide direction to staff as appropriate.

PRINCIPAL PARTIES EXPECTED AT MEETING

Applicant Danel Trevor has been invited to the meeting.

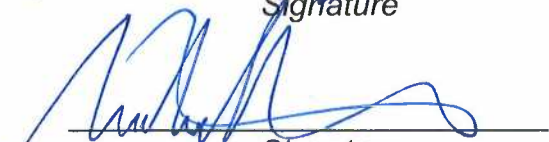
ATTACHMENTS

- A: Application to Mobile Home Park Rent Stabilization Board
B: Resolution No. 6287

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

Reviewed by: Michael Ramirez, City Manager
(805) 755-4400, michaelr@carpinteriaca.gov


Signature


Signature

ATTACHMENT A
Application to Mobile Home Park Rent Stabilization Board

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RECEIVED

NOV 16 2023

CITY OF CARPINTERIA
APPLICATION FOR APPOINTMENT
TO A CITY BOARD, COMMISSION OR
COMMITTEE

CITY OF CARPINTERIA

Please return to: City Clerk's Office
City of Carpinteria
5775 Carpinteria Avenue
Carpinteria, CA 93013

BOARD, COMMISSION OR COMMITTEE APPLYING FOR:

Carpinteria Mobil Home
Rent Stabilization Board

APPLICANT:

Daniel Trevino

Name

Home Address

(Same)

Business Address

Email

NA

Phone Number(s)

Are you a resident of the City of Carpinteria?

Yes

EXPERIENCE/BACKGROUND:

Judicial Assistant - San Diego County
Bay Tech Program Director S.B. American Cancer Society

Education

Retired. Served 10 years as Host & Soul Watch Volunteer.

Present Occupation (Please describe any relevant past work experience.)

Retired
Carp Seniors Host

Memberships in Organizations

Reasons why you believe you should be appointed (attach additional sheets if needed.):

Willing to serve for this Good Cause. I live at
San Roque Mobil Home Park for 25 some years.
San Roque Mobil Home Park doesn't follow the Rules.

Please list City Commission/Committee/Board (including dates) you are currently serving on or have served

on: Mobil Home Rent-Stabilization Board

Had to Re-line because of foot injury

I, the undersigned, hereby certify that all the statements contained herein above, are true and correct to the best of my knowledge and belief. I understand that false statements in my application will disqualify me from service on any Commission/Committee/Board of the City of Carpinteria. **If appointed, I understand I will be responsible for filing an annual Statement of Economic Interests and fulfilling ethics training, and failure to do so in a timely manner may be cause for termination of position.** This application is a public document and is available for review. You are strongly encouraged to attend the Council meeting when appointment is being made.

THIS APPLICATION MUST BE SIGNED AND DATED

Daniel Trevino
Signature

11/16/23
Date

ATTACHMENT B
Resolution No. 6287

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RESOLUTION NO. 6287

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CARPINTERIA, APPOINTING MEMBERS TO THE CARPINTERIA
MOBILE HOME PARK RENT STABILIZATION BOARD FOR THE TERM
ENDING JANUARY 31, 2025**

WHEREAS, under the provisions of Carpinteria Municipal Code Chapter 5.69 a Mobile Home Park Rent Stabilization Board, composed of five members, exists to approve, set and adjust the rent schedule and maximum rents for mobile home tenancies in the City in accordance with Chapter 5.69; and

WHEREAS, three vacancies exist on the Mobile Home Park Rent Stabilization Board; and

WHEREAS, said vacancies have been duly noticed and advertised as required and all interested persons have been invited to submit an application for consideration for appointment to fill said vacancies; and

WHEREAS, an application to the Mobile Home Park Rent Stabilization Board was received; and

WHEREAS, the City Council has reviewed and considered persons who have indicated an interest in serving and the Mayor has recommended that a certain person be appointed to the Mobile Home Park Rent Stabilization Board.

NOW, THEREFORE, BE IT RESOLVED as follows:

SECTION 1. The above recitals are true and correct, and incorporated herein by reference.

SECTION 2. The Carpinteria City Council hereby resolves that the following appointment is approved and confirmed effective January 8, 2024, and that such appointment is to continue in effect at the pleasure of the City Council for the term ending January 31, 2025.

APPOINTED TO THE MOBILE HOME PARK RENT STABILIZATION BOARD

SECTION 3. Any appointed Board member who fails to attend two consecutive regular meetings of the Board without excuse acceptable to the City Council shall be deemed to have resigned from said Board and the position declared vacant.

PASSED, APPROVED AND ADOPTED on the 8th day of January, 2024, 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, CPMC
City Clerk, City of Carpinteria

I hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Carpinteria held on January 8, 2024.

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

APPROVED AS TO FORM:

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



City of Carpinteria

COUNCIL AGENDA STAFF REPORT January 8, 2024

ITEM FOR COUNCIL CONSIDERATION

Approval of the December 2024 Holiday Schedule and Closure of City Hall on December 24, 27 and 30, 2024.

STAFF RECOMMENDATION

Approve the December 2024 holiday schedule and authorize the closure of City Hall on December 24, 27 and 30, 2024.

Sample Motion: I move to approve the December 2024 holiday schedule and authorize the closure of City Hall on December 24, 27 and 30, 2024.

BACKGROUND/DISCUSSION

On January 9, 2023, the City Council adopted Resolution No. 6184 which updated the City's holiday schedule to reflect current state law and City Council direction, including holidays that are part of the Council approved labor agreement and conditions of employment.

The designated Christmas and New Year's Day holidays, reflected in the labor agreement and conditions of employment and past City practice, are flexible as to the observance of the day before or after December 25 and January 1. This year the Christmas Day and New Year's Day holidays fall on a Wednesday and are observed as legal holidays in addition to either the day before or the day after. Staff has determined the following arrangement (see below) of the December 2024 Christmas and New Year's Day holidays to reflect the designated holidays included in Resolution No. 6184 and the needs of the City. Staff is recommending that the Council consider the closure of City Hall on December 24, 27 and 30, 2024 to allow for staff training, department organizational projects, and/or use of personal time-off (PTO) over the holidays.

The purpose of this agenda matter is for the Council to consider approving the December 2024 holiday schedule and authorize the closure of City Hall on December 24, 27 and 30, 2024.

December 2024 – Holiday Schedule

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
12/15/2024	12/16/2024	12/17/2024	12/18/2024	12/19/2024	12/20/2024	12/21/2024
	City Hall open as usual					
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
12/22/2024	12/23/2024	12/24/2024	12/25/2024	12/26/2024	12/27/2024	12/28/2024
	City Hall Open as usual	City Hall Closed	Christmas Holiday	Day After Christmas Holiday	City Hall Closed	
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
12/29/2024	12/30/2024	12/31/2024	1/1/2025	1/2/2025	1/3/2025	1/4/2025
	City Hall Closed	Day Before New Year's Day Holiday	New Year's Day Holiday	City Hall Open as usual		

Staff anticipates the proposed closure will have little effect on service to the public given that these days fall around Christmas Day and New Year's Day and generally public contact at City Hall is very slow during the holiday season. Employees would use their PTO and/or flex time hours to cover the three additional days City Hall will be closed. As stated above, employees will also have the option to work during the three days City Hall is closed, allowing time for training and department organizational projects, in addition to completion of general tasks. There will be on-call personnel for emergencies or special situations that would require immediate attention.

POLICY CONSISTENCY

The proposed holiday schedule has been drafted for consistency with approved labor agreements and conditions of employment.

FINANCIAL CONSIDERATIONS

There is no direct financial impact should the Council approve the holiday schedule and authorize the closure of City Hall on December 24, 27 and 30, 2024.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

There are no legal or risk management considerations presented with this report.

OPTIONS

1. Approve the December 2024 holiday schedule and authorize the closure of City Hall on December 24, 27 and 30, 2024.
2. Decline to approve the December 2024 holiday schedule nor authorize the closure of City Hall on December 24, 27 and 30, 2024 and provided direction to staff as appropriate.

PRINCIPAL PARTIES EXPECTED AT MEETING

There are no principal parties expected at the meeting.

ATTACHMENTS

There are no attachments.

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


Signature

Reviewed by: Michael Ramirez, City Manager
(805) 755-4450, michaelr@carpinteriaca.gov


Signature



City of Carpinteria

COUNCIL AGENDA STAFF REPORT January 8, 2024

ITEM FOR COUNCIL CONSIDERATION

Award of construction contract for the City Hall Campus Improvements Project- Sewer Replacement.

STAFF RECOMMENDATION

1. Award a Construction Contract to Toro Enterprises, Inc. for the City Hall Campus Improvements Project- Sewer Replacement in the Total Bid amount of \$285,609.
2. Approve a budget appropriation in the total amount of \$62,200 to the Capital Improvements Fund for Fiscal Year 2023-24 Capital Improvements Program Budget for the City Hall Campus Improvements Project- Sewer Replacement.

Sample Motion: I move to:

1. Award a Construction Contract to Toro Enterprises, Inc. for the City Hall Campus Improvements Project- Sewer Replacement in the Total Bid amount of \$285,609.
2. Approve a budget appropriation in the total amount of \$62,200 to the Capital Improvements Fund for Fiscal Year 2023-24 Capital Improvements Program Budget for the City Hall Campus Improvements Project- Sewer Replacement.

(Requires a roll call vote)

BACKGROUND

In June 2022, a sanitary sewer pipeline assessment was conducted by the Carpinteria Sanitary District as a part of its routine cleaning maintenance for the City Hall campus' sanitary sewer lateral. The sanitary sewer lateral runs underground that is parallel to the south property line of City Hall and connects with a Carpinteria Sanitary District mainline in Dump Road. The Carpinteria Sanitary District discovered the sanitary sewer lateral to be structurally deficient and advised the City to remove and replace it as soon as possible.

The purpose of the agenda matter is for the City Council to award a construction contract to Toro Enterprises, Inc. for the City Hall Campus Improvements Project- Sewer Replacement in the Total Bid amount of \$285,609 and approve a budget appropriation in the total amount of \$62,200 to the Capital Improvements Fund for Fiscal Year 2023-24 Capital Improvements Program Budget.

DISCUSSION

The Notice Inviting Bids was issued in November 2023. On December 6, 2022, five (5) bids were received from the following bidders:

Company Name	Total Base Bid
Toro Enterprises, Inc. (Oxnard, CA)	\$285,609.00
Elite General Engineering, Inc. (Ventura, CA)	\$288,791.22
Cedro Construction, Inc. (Santa Paula, CA)	\$297,810.00
RCH Construction (Paso Robles, CA)	\$339,200.00
BSN Construction, Inc. (Ventura, CA)	\$420,795.00

Staff determined the apparent low bid by Toro Enterprises, Inc. is responsive to the bid documents. Staff also determined Toro Enterprises, Inc. to be responsible based on reference checks. A copy of the bid by is shown as Attachment A. The proposed Construction Contract for Toro Enterprises, Inc. is shown as Attachment B.

The engineer's estimate is \$215,820. Staff conducted a bid analysis and found the apparent low bid is approximately 32-percent over the cost of the engineer's estimate. Ideally, an engineer's estimate is within plus or minus 10-percent of the low bid¹. However, engineer's estimates only reflect the anticipated cost of a project in order to provide an initial prediction of the financial obligations to be incurred by the project owner (e.g. City) and to provide an effective review and comparison of the bids received. Though over the engineer's estimate, staff determined the apparent low bid generally corroborates with current construction cost trends. The Contract Time to complete the project is 20 working days from the date of the City's Notice to Proceed.

The overall construction cost is a summation of the apparent low bid (i.e. total bid) and construction contingency. The following table summarizes the proposed revenue and expense:

¹ Guidelines on Preparing Engineer's Estimate, Bid Reviews and Evaluation. Federal Highway Administration. 20 January 2004

Revenue	
Capital Improvement Projects Fund (includes Measure X and Development Impact Fees)	\$252,800
Additional appropriation	\$62,200
Total	\$315,000

Expense	
Construction Contract (Total Bid)	\$285,609
Construction Contract Contingency (10%)	\$28,561
Total	\$314,170
Total (rounded up to nearest thousand)	\$315,000

Based on the overall construction cost (\$315,000), there is a shortfall of approximately \$62,200 from the original said allocation for the project. An additional appropriation of \$62,200 is proposed in order to fully fund the project.

Should the City Council award the construction contract, the project would not require readvertisement for bidding. The number of bids (i.e. five bids) received is considered favorable. In staff's recent experience with readvertisement of capital projects, bids came in higher than were initially received.

In terms of priority, the sanitary sewer lateral is currently a structurally deficient utility facility, and the Carpinteria Sanitary District advised the City to remove and replace it as soon as possible. The sanitary sewer lateral serves the entire City Hall Campus, and City Hall Campus is considered an "Essential Services Building" pursuant to the Essential Services Buildings Seismic Safety Act of 1986. An Essential Services Building must be capable of providing essential services to the public after a disaster. With that, this project would address the sanitary sewer lateral in order to continue the City's essential services.

POLICY CONSISTENCY

The recommendation is consistent with the Capital Improvement Plan and the National Pollutant Discharge Elimination System Phase II Municipal Small Separate Storm Sewer System Permit (for preventing sanitary sewer overflows.) In addition, the recommendation may be found consistent with the Emergency Operations Plan in the protection of life, property, and environment; and the Essential Services Buildings Seismic Safety Act of 1986 (California Health and Safety Code Chapter 2, Sections 16000 through 16022).

Lastly, the recommendation may be found consistent with the City's Mission Statement, in part:

Government shall make judicious use of the City's limited resources to promote the highest possible quality of life for all of Carpinteria's residents. This includes

providing services consistent with community needs as well as protecting the social and physical environment.

FINANCIAL CONSIDERATIONS

A \$62,200 increase would be to Fiscal Year 2023-24 Capital Improvements Fund (Expense Account No. 301-403-5780). There would be a \$62,200 transfer from Measure X Fund (Expense Account Number 104-999-5911) to Capital Improvements Fund (Revenue Account No. 301-999-4918).

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

The recommendation is consistent with the formal bidding procedures of the Uniform Construction Cost Accounting Act (Public Contract Code Section 22030 et al.).

OPTIONS

1. Award a construction contract to Toro Enterprises, Inc. in the total bid amount of \$285,609; and approve additional appropriation in the total amount of \$62,200 to the Capital Improvements Fund for Fiscal Year 2023-24 Capital Improvements Program Budget for the City Hall Campus Improvements Project- Sewer Replacement. (Staff recommendation)
2. The City Council could choose to not approve the recommendation and direct staff as determined appropriate. This would result in the project being delayed.

PRINCIPAL PARTIES EXPECTED AT MEETING

There are no principal parties expected at the meeting.

ATTACHMENTS

Attachment A: Bid

Staff contact:

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


Signature

Reviewed by:

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


Signature

Reviewed by:

Michael Ramirez, City Manager
(805) 755-4400; michaelr@carpinteriaca.gov


Signature

ATTACHMENT A

Bid

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CONTRACTOR'S BID

PROJECT: City Hall Campus Improvements Project- Sewer Replacement

December 5th 2023

The undersigned, as Bidder, declares that it has examined all of the Contract Documents contained in the above referenced Project and Bid, and that it shall contract with the City on the form of contract provided therewith to do everything necessary for the fulfillment of this contract at the price and on the terms and conditions therein contained.

The following are included and are to be considered as forming a part of this bid: (1) Bidding Schedule, (2) Bid Certificate, (3) Bidder's License and Experience Statements, (4) List of Subcontractors, (5) Noncollusion Affidavit, and (6) Bidders Statement Regarding Insurance Coverage. We acknowledge that addenda numbers 1 to 2 have been delivered to us and have been examined as part of the contract documents.

Attached is a Bid Bond duly completed by a guaranty company authorized to carry on business in the State of California in the amount of at least 10% of the total amount of our Bid, or alternatively there is attached a certified or cashier's check payable to the City, in the amount of at least 10% of the total amount of our Bid.

If our Bid is accepted, we agree to sign the contract form and to furnish the performance bond and the material and labor bond (each to be 100% of the bid amount) and the required evidences of insurance within ten (10) calendar days after receiving written notice of the award of contract.

We further agree if our Bid is accepted and a contract for the performance of the work is entered into with the City, to so plan the work and to prosecute it with such diligence that all of the work shall be completed within the time stipulated in Section C (General Provisions Modifications) Modifications to Standard Specifications, Section 6 (paragraph 6-7.1.1).

Bidders Mailing Address:

PO Box 6285, Oxnard, CA
93031

California
State of Incorporation/Formation (if entity)

Toro Enterprises Inc.
(Name of Bidder)

[Signature]
Authorized Signature
(If Company is a Corporation, provide corporate resolution per Information for Bidders paragraph A2.05)

Sean Castillo, President
Title

BID CERTIFICATE
(if Corporation)

STATE OF California)
COUNTY OF Ventura)

SS:

I CERTIFY that a meeting of the Board of Directors of Toro Enterprises, Inc.

a corporation existing under the laws of the State of California, held on July 15th, 2023,
the following resolution was duly passed and adopted: (Sc)
2016

"RESOLVED, that Sean Castillo, as
President of the Corporation, be and is
authorized to execute the Bid dated 12/5, 2023, to the City of Carpinteria and that its
execution of the Bid, attested by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the
official act and deed of this Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the official seal of the corporation this
5th day of December, 20 23.

[Signature]
Secretary

Jerry Hannigan, Secretary

(SEAL)

BID CERTIFICATE
(if Partnership)

STATE OF)
) SS:
COUNTY OF)

I CERTIFY that a meeting of the Partners of N/A
a partnership existing under the laws of the State of N/A, held on N/A, 20____,
the following resolution was duly passed and adopted:

"RESOLVED, that N/A, as
____ of the Partnership, be and is authorized to
execute the Bid dated N/A, 20____, to the City of Carpinteria and that its execution thereof,
attested by the N/A shall be the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have set my hand this _____, day of _____, 20____.

N/A
Partner

(SEAL)

BID CERTIFICATE
(If Joint Venture)

STATE OF _____
COUNTY OF _____

SS: _____

I CERTIFY that a meeting of the Principals of the N/A
a joint venture existing under the laws of the State of N/A, held on N/A, 20____,
the following resolution was duly passed and adopted:

"RESOLVED, that N/A, as
_____ of the Joint Venture, be and is authorized to
execute the Bid dated _____, 20____, to the City of Carpinteria and that its execution thereof,
attested by the N/A shall be the official act and deed of this Joint
Venture."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have set my hand this _____, day of _____, 20____.

N/A
Managing Partner

(SEAL)

BIDDING SCHEDULE

PROJECT: City Hall Campus Improvements Project- Sewer Replacement

The cost of all labor, material and equipment necessary for the completion of the work itemized, even though not shown or specified, shall be included in the unit price for the various items shown herein. The Owner reserves the right to increase or decrease the quantity of any item or omit items as may be necessary, and the same shall in no way affect or make void the contract, except that appropriate additions or deductions from the contract total price will be made at the stipulated unit price.

The Owner reserves the right to reject any and all bids, to waive any informality in a bid, and to make awards in the interest of the Owner.

The Contractor shall perform an independent take off of the plans and bid accordingly. Quantities listed in the Bid Schedule is intended only as a guide for the Contractor as to the anticipated order of magnitude of work. The Contractor will be reimbursed for the quantity of items required by the Contract Documents and shown on the plans to neat line and grade or as actually installed.

The Contractor will not be reimbursed for work performed for its convenience, or as required to adapt to field conditions, or work outside of that required by the Contract Documents.

The cost of all labor, material and equipment necessary for the completion of the work itemized under this schedule, even though not shown or specified, shall be included in the unit price for the various items shown herein.

Item No.	Item Description	Unit	Quantity	Unit Price	Total Price
1	Mobilization	1	LS	\$27,000.-	\$27,000.-
2	Traffic Control	1	LS	\$13,000.-	\$13,000.-
3	Stormwater Pollution Control	1	LS	\$4,000.-	\$4,000.-
4	Potholing	1	LS	\$6,800.-	\$6,800.-
5	Abandon Sewer Pipe	1	LS	\$12,500.-	\$12,500.-
6	Sewer Pipe Main (8" PVC SDR 35)	274	LF	\$200.-	\$54,800.-
7	Sewer Pipe Main (6" PVC SDR 35)	538	LF	\$145.-	\$78,010.-
8	Sewer Pipe 4" Service	53	LF	\$208.-	\$11,024.-
9	Cleanout Structure	2	EA	\$3,000.-	\$6,000.-
10	Precast Concrete Shallow Manhole	3	EA	\$12,000.-	\$36,000.-
11	Sewer Manhole Lining System	1	LS	\$7,000.-	\$7,000.-
12	Sewer Bypass	1	LS	\$6,000.-	\$6,000.-
13	Trench Resurfacing	35	TON	\$585.-	\$20,475.-
14	Asphalt Concrete Dike (D1-6)	40	LF	\$75.-	\$3,000.-
TOTAL BID					\$285,609.-

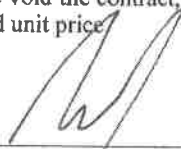
Total Bid (in words)

two hundred eighty-five thousand six hundred nine dollars
 & zero cents

The award of bid will be based in part on the lowest Bidding Schedule total. The specific unit prices shall govern if there is a mathematical discrepancy in the figures. The Contractor shall notify the Engineer prior to construction, of any difference between estimated quantities and actual quantities.

The Owner reserves the right to increase or decrease the quantity of any item or omit items as may be deemed necessary due to budget limitations or constraints, and the same shall in no way affect or make void the contract, except that appropriate additions or deductions from the contract total price will be made at the stipulated unit price.

Toro Enterprises, Inc.
Company Name of Bidder



Authorized Signature

Sean Castillo, President

BID BOND (10%)

PROJECT: City Hall Campus Improvements Project- Sewer Replacement

KNOW ALL BY THESE PRESENTS, that we, the undersigned, TORO ENTERPRISES, INC.
as Principal, and Travelers Casualty and Surety Company of America as Surety, are
hereby held and firmly bound unto THE CITY OF CARPINTERIA (hereinafter called "Owner") in the penal sum of
Ten Percent (10%) of the Amount Bid for the payment of which well and truly to be made, we jointly and
severally bind ourselves, our heirs, executors, administrators, successors, and assigns. Signed this 1st day of
December, 20 23.

The condition of the above obligation is such that whereas the Principal has submitted to THE CITY OF
CARPINTERIA a certain bid made a part of this bond to enter into a contract in writing, for the City Hall Campus
Improvements Project- Sewer Replacement

NOW, THEREFORE,

- (a) If said Bid shall be rejected; or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall, within the time and in the manner required in the
"Notice Inviting Bids" and "Information for Bidders," execute and deliver a contract in the Form of the
Agreement bound within the Contract Documents (properly completed in accordance with such Bid), shall
furnish a bond for its faithful performance of such contract and for the payment of all persons performing
labor or furnishing materials in connection with such contract, shall furnish the required certificates of
insurance and endorsements and shall in all other respects perform the agreement created by the acceptance
of such Bid;

then this obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly understood and
agreed that the liability of the Surety for any and all claims under this bond shall, in no event, exceed the penal amount of
this obligation as stated.

The Surety, for value received, stipulates and agrees that the obligations of such Surety and its bond shall be in no
way impaired or affected by any extension of the time within which the Owner may accept such Bid; and such Surety waives
notice of any such extension. In the event suit is brought upon this bond by Owner and Owner prevails, Principal and Surety
shall pay all costs incurred by Owner in such suit, including reasonable attorneys' fees and costs to be fixed by the court.

IN WITNESS WHEREOF, the Principal and the Surety have set their hands and seals, and such of them as are
corporations have caused their corporate seals to be affixed and these presents to be signed by their proper officers, the day
and year first set forth above.

TORO ENTERPRISES, INC.

Principal

By:

SEAL

Sean Castillo, President

Travelers Casualty and Surety Company of America

Surety

By:

Ethan Spector
Ethan Spector, Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE§ 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

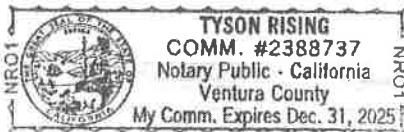
State of California,
County of Ventura,

On 12/05/2023 before me, Tyson Rising, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Sean Castillo
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

-----OPTIONAL-----

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Date: _____

Number of Pages: 1 Signer (s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name Sean Castillo
☒ Corporate Officer — Title(s): President

Signer's Name: _____
☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: Toro Enterprises, Inc.

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

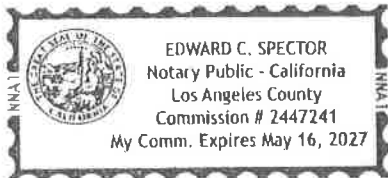
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Los Angeles)
 On DEC 01 2023 before me, Edward C. Spector, Notary Public
 Date Here Insert Name and Title of the Officer
 Personally appeared Ethan Spector
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature Ethan Spector
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document _____ Document Date _____

Number of Pages _____ Signer(s) Other Than Named Above _____

Capacity(ies) Claimed by Signer(s)

Signer's Name _____	Signer's Name _____
☐ Corporate Officer—Title(s) _____	☐ Corporate Officer—Title(s) _____
☐ Partner ☐ Limited ☐ General	☐ Partner ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other _____	☐ Other _____

Signer Is Representing _____ Signer Is Representing _____



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Ethan Spector** of **LOS ANGELES, California**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

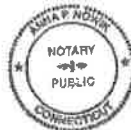
City of Hartford ss.

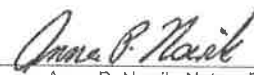
By: 
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

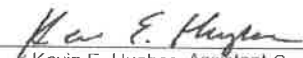
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this day of **DEC 01 2023**




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

**BIDDER'S STATEMENT REGARDING
INSURANCE COVERAGE**

PROJECT: City Hall Campus Improvements Project- Sewer Replacement

Bidder hereby certifies that it has reviewed the insurance coverage requirements in the Contract Documents. Should it be awarded the contract for the Project, Bidder further certifies that it can meet all the Contract Documents requirements for insurance including insurance coverage of its subcontractors.

Toro Enterprises, Inc.
Bidder

By [Signature]

Sean Castillo, President
Title

12/5/23
Dated

LIST OF SUBCONTRACTORS

Section 4101 of the Public Contract Code requires the Bidder to list below the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent (.5%) of the prime contractor's total bid. The Bidder shall also list below the portion of the Work which will be done by each subcontractor under this Contract. The Bidder shall list only one subcontractor for each portion as is defined by the Bidder in its Bid. The Bidder shall perform not less than forty percent (40 %) of the Work with its own forces (i.e., without subcontracting). The forty percent requirement shall be understood to refer to the portion of the Work, the value of which totals not less than forty percent of the Contract Price. Failure to comply with this requirement will render the Bid non-responsive and may cause its rejection.

Work to be Performed	Subcontractor's License Number	Subcontractor's DIR Number	Percent of Total Bid	Subcontractor's Name & Address
Survey	LS 7998	1000001848	1%	Banner & Carpenter, Inc. 506 E Main St. Santa Paula, CA 93060
Manhole Lining	246528	1000018644	10% D	Precon Products 240 W. Los Angeles Ave Simi Valley, CA 93065

Note: Attach additional sheets if required.

BIDDER'S LICENSE AND EXPERIENCE STATEMENT

The Bidder shall furnish the following information. Failure to comply with this requirement will render the bid informal and may cause its rejection. Additional sheets may be attached if necessary. Should the contract be awarded to the Bidder, then the legal address described below shall be used for all communications and notices with the Bidder.

Bidder hereby certifies that it has reviewed the insurance coverage requirements specified in the Contract Documents. Should it be awarded the contract for the work, Bidder further certifies that it can meet all the Contract Documents requirements for insurance including insurance coverage of its subcontractors.

- (1) Address: 2101 E Ventura Blvd
Oxnard, CA 93036
- (2) Type of Firm: Individual ☐ Partnership ☐ Corporation ☒
- (3) Telephone: 805-483-4515
Facsimile: 805-483-2001
- (4) Bidder's License: Primary Class: A
License No: 710580
Expiration Date: 8/31/25
DIR No: 1000002410

The Bidder is required to hold a valid Class A contractor's license at the time of bid, when the Contract is awarded, and for the duration of the Contract.

Supplemental classifications held, if any: C-31

- (5) Names and titles of all members of the firm:

Sean Castillo, President
Jerry Hannigan, Secretary
Trent Royle, V.P. Operations

- (6) Number of years a contractor in construction work of this type: 29 years

- (7) Five comparable projects recently constructed by Bidder:
(Bidder shall also include its subcontractor's experience for all types of work covered by its bid. Additional sheets may be used.)

PROJECT NO. 1

Owner Name: City of Glendale
Contact Name: Viktorya Pakhanyan
Contact Address: 633 E Broadway, Glendale
CA 91206
Telephone: 818-548-3945
Contract Amount: \$3,813,866.67
Date Started: 7/2021
Date Completed: 9/2021
Design Engineer: Armen Avazian
Contact Name: Armen Avazian
Contact Address: 633 E Broadway, Glendale
CA 91206

Telephone: 818-548-4844
Construction Manager: Viktoriya Pakhanyan
Contact Name: Viktoriya Pakhanyan
Contact Address: 633 E Broadway, Glendale
Telephone: CA 91206

PROJECT NO. 2

Owner Name: City of Santa Barbara
Contact Name: Carlos Sanchez
Contact Address: 735 Anacapa St, Santa Barbara, CA 93101
Telephone: 805-564-5377
Contract Amount: \$17,243,235.81
Date Started: 10/2021
Date Completed: 8/2023
Design Engineer: Brian D'Amour
Contact Name: Brian D'Amour
Contact Address: 735 Anacapa St, Santa Barbara, CA 93101
Telephone: 805-963-0611
Construction Manager: Carlos Sanchez
Contact Name: Carlos Sanchez
Contact Address: 735 Anacapa St, Santa Barbara, CA 93101
Telephone: 805-564-5377

PROJECT NO. 3

Owner Name: City of Glendale
Contact Name: Saumil Mody
Contact Address: 633 E Broadway, Glendale CA 91206
Telephone: 818-937-8255
Contract Amount: \$2,433,077
Date Started: 11/2018
Date Completed: 3/2020
Design Engineer: Sarkis Ojanesyan
Contact Name: Sarkis Ojanesyan
Contact Address: 818-548-3445
Telephone: 633 E Broadway, Glendale CA 91206
Construction Manager: Saumil Mody
Contact Name: Saumil Mody
Contact Address: 633 E Broadway, Glendale CA 91206
Telephone: 818-937-8255

PROJECT NO. 4

Owner Name: City of Santa Paula
Contact Name: Tai P. Chau
Contact Address: 970 Ventura St, Santa

Telephone: Paula, CA
 Contract Amount: 805-933-4214
 Date Started: \$1,100,558.-
 Date Completed: 10/2020
 Design Engineer: 2/2021
 Contact Name: Jonathon M. Turner
 Contact Address: Jonathon M. Turner
535 E. Main St, Santa
Paula, CA 93000
 Telephone: 805-658-6800
 Construction Manager: Tai P. Chau
 Contact Name: Tai P. Chau
 Contact Address: 970 Ventura St, Santa
Paula, CA
 Telephone: 805-933-4214

PROJECT NO. 5

Owner Name: City of Fillmore
 Contact Name: Mike Bustos
 Contact Address: 250 Central Ave, Fillmore
CA 93015
 Telephone: 805-279-6870
 Contract Amount: \$3,575,033.50
 Date Started: 5/2023
 Date Completed: 10/2023
 Design Engineer: Tyrone Peter
 Contact Name: Tyrone Peter
 Contact Address: 250 Central Ave, Fillmore
CA 93015
 Telephone: 805-524-3701
 Construction Manager: Mike Bustos
 Contact Name: Mike Bustos
 Contact Address: 250 Central Ave, Fillmore
CA 93015
 Telephone: 805-279-6870

(8) List of References

The following information should contain persons or entities familiar with the Bidder's Work. All five references shall be provided and all information listed must be completed:

1. Name of Agency: City of Glendale
 Agency Address and Telephone: 633 E Broadway, Glendale
CA 91206; 818-548-3445
 Contact Person: Viktoriya Pakhnyan
 Type of Construction Project: Sewer Rehab
 Contract Amount: \$3,813,806.87
2. Name of Agency: City of Santa Barbara
 Agency Address and Telephone: 735 Anacapa St, Santa
Barbara, CA; 805-564-5377
 Contact Person: Carlos Sanchez
 Type of Construction Project: Sewer Replacement

Contract Amount:

\$17,243,235.81

3. Name of Agency: City of Glendale
Agency Address and Telephone: 633 E Broadway, Glendale
CA 91206; 818-937-8255
Contact Person: Sammit Medy
Type of Construction Project: Repair damaged Sewer
Contract Amount: \$2,433,077
4. Name of Agency: City of Santa Paula
Agency Address and Telephone: 970 Ventura St, Santa
Paula, CA; 805-933-4214
Contact Person: Jai P. Chan
Type of Construction Project: Sewer Main Replacement
Contract Amount: \$1,100,550
5. Name of Agency: City of Fillmore
Agency Address and Telephone: 250 Central Ave, Fillmore
CA 93015; 805-279-6870
Contact Person: Mike Bustos
Type of Construction Project: Sewer Repair
Contract Amount: \$3,575,033.50

- (9) Date and person who inspected site of the proposed work for your firm:

Name: Simon Johnson: Estimator
Date: 11/27/23

- (10) The Bidder represents that it has personally examined the site, carefully read the Contract Documents and satisfied itself as to its ability to perform the work for the project, including all attending difficulties.
- (11) The Bidder acknowledges by affixing its signature hereto, that it is aware of any and all representations made herein, which are made under the penalty of perjury.

Name of Bidder: Toro Enterprises, Inc.

Signature of Bidder: _____

Print Name and Title: Sean Castillo, President

STATE OF)
)
COUNTY OF Ventura) SS:

Dated: 12/5/23

Bidder: Taro Enterprises, Inc.

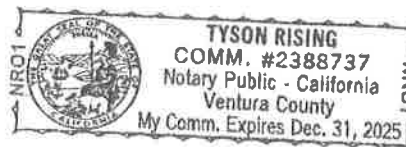
By: _____
(Signature)

Title: Sean Castillo, President

Subscribed and sworn to before me this 5 day of December, 2023

Notary Public

(SEAL)



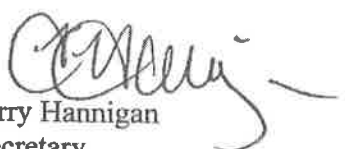


Certificate of Corporate Authority

I hereby certify that Toro Enterprises, Inc. is a duly organized and existing California corporation, which has the power to take the action called for by the following resolution.

I further certify that Sean Castillo is President, Jerry Hannigan is Secretary and Trent Royle is Vice President of Operations and all have the authority individually to execute bid bonds, bid submittals, contract documents and change orders on behalf of the corporation as stated in the minutes of the Board of Directors' Meeting of Toro Enterprises, Inc. held July 15, 2016.

In witness whereof, I have affixed by hand and seal of said corporation this 15th day of July 2016.


Jerry Hannigan
Secretary

JH/rc



City of Carpinteria

COUNCIL AGENDA STAFF REPORT January 8, 2024

ITEM FOR COUNCIL CONSIDERATION

A Maintenance Agreement with Precision Concrete Cutting for Sidewalk Repairs through the Cooperative Purchasing Contract by the California Joint Powers Insurance Authority.

STAFF RECOMMENDATION

Authorize the City Manager to execute a Maintenance Agreement with Precision Concrete Cutting for sidewalk repairs in the amount of \$47,101 through the Cooperative Purchasing Contract by the California Joint Powers Insurance Authority.

Sample Motion: I move to authorize the City Manager to execute a Maintenance Agreement with Precision Concrete Cutting for sidewalk repairs in the amount of \$47,101 through the Cooperative Purchasing Contract by the California Joint Powers Insurance Authority. *(This motion requires a roll-call vote.)*

BACKGROUND

The Public Works Department develops, implements, and updates the Sidewalk Assessment Program which provides for the systematic approach in prioritizing sidewalk repairs. Similar to the Pavement Management System, the Sidewalk Assessment Program regularly inspects the condition of concrete sidewalks within the City right-of-way. Also similar to the Pavement Management System, the Sidewalk Assessment Program divides the City into four zones- Sidewalk Maintenance Zone 1, 2, 3, and 4.

In January 2019, Precision Concrete Cutting entered into a Master Services Agreement with the California Joint Powers Insurance Authority (CJPIA) for the Sidewalk Repair and Maintenance Program Pricing and Services. The Master Services Agreement is a cooperative purchasing contract in which CJPIA is the lead agency in soliciting competitive bids on behalf of its members. The Master Services Agreement established an agreed-upon set of services and related costs in order for CJPIA members to access sidewalk repair and maintenance services on an as-needed basis. As a CJPIA member, the City is allowed to directly enter into a contract with Precision Concrete Cutting

through the Master Services Agreement pursuant to Carpinteria Municipal Code Section 3.32.210 (Cooperative Purchasing).

The purpose of this agenda matter is for the City Council to authorize the City Manager to execute a Maintenance Agreement with Precision Concrete Cutting for sidewalk repairs in the amount of \$47,101 through the Cooperative Purchasing Contract by CJPIA.

DISCUSSION

Sidewalk Maintenance Zone 3 is the next area for sidewalk repairs. Sidewalk Maintenance Zone 3 encompasses the western portion of Carpinteria Avenue, Downtown Carpinteria, and Beach neighborhood. Visual reconnaissance of Sidewalk Maintenance Zone 3 identifies 12,065 square feet (or approximately 2,015 linear feet) of sidewalks that are in need of immediate repair.

The proposed Maintenance Agreement with Precision Concrete Cutting is shown as Attachment A. The general scope of work includes sidewalk repairs to abate trip hazards for Sidewalk Maintenance Zone 3. Sidewalk repairs will be made in conformance with the Americans with Disabilities Act (ADA) standards.

POLICY CONSISTENCY

The recommendation is consistent with following objectives and policies of the Circulation Element of the General Plan and Local Coastal Plan:

Objective C-7: Build demand for alternative transportation use by increasing ease, effectiveness, and social acceptability, and through foresighted planning.

Policies:

C-7b. Develop safe and direct pedestrian accessibility between residential areas, schools, parks, and shopping areas in both new and existing urban areas.

Objective C-8: Support and develop safe, direct and well-maintained bicycle and pedestrian systems and recreational boating facilities that serve all segments of the public.

Policies:

C-8a. Integrate the development of bicycle routes and pedestrian pathways in additional areas of the city, and encourage the utilization of such routes for commuting as well as recreational purposes.

C-8f. Encourage pedestrian movement by providing pedestrian facilities that are direct and convenient, particularly in the beach and downtown areas.

FINANCIAL CONSIDERATIONS

No Additional Funding Requested. There is sufficient budget in Local Transportation Fund, Expense Account No. 206-431-5302 (Street Maintenance), and Measure A Fund, Expense Account No. 215-431-5302 (Street Maintenance).

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

The recommendation is consistent with Carpinteria Municipal Code Section 3.32.210 (Cooperative Purchasing).

The sidewalk assessment and repairs will comply with current Americans with Disabilities Act (ADA) standards.

OPTIONS

1. Authorize the City Manager to execute a Maintenance Agreement with Precision Concrete Cutting. (Staff recommendation)
2. The City Council could choose not to award a construction contract with Precision Concrete Cutting and provide further direction to staff.

PRINCIPAL PARTIES EXPECTED AT MEETING

There are no principal parties expected at the meeting.

ATTACHMENTS

Attachment A: Maintenance Agreement

Staff contact:

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

Reviewed by:

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

Reviewed by:

Michael Ramirez, City Manager
(805) 755-4450; michaelr@carpinteriaca.gov


Signature


Signature


Signature

ATTACHMENT A
Maintenance Agreement

AGREEMENT FOR MAINTENANCE SERVICES

THIS AGREEMENT FOR CONSTRUCTION CONTRACTOR SERVICES (“**Agreement**”) is made and effective as of the 8th day of January 2024 by and between the City of Carpinteria, a municipal corporation (“**City**”), and Precision Concrete Cutting (“**Contractor**”) (collectively, the “**Parties**”) at Carpinteria, California, with reference to the following facts:

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

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

1. SERVICES.

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

2. PERFORMANCE.

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

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

- 2.2 **Completion of Work.** Work shall be completed within 90 days of the signed date of this Agreement, unless extended in writing by the City.
 - 2.3 **Labor and Materials.** Contractor agrees to furnish at his own expense all labor, materials, equipment, tools, transportation, and services necessary for the successful completion of the Work, except such materials, equipment and services as may be stipulated in Exhibit A. Contractor shall supervise fulfillment of the provisions of this Agreement by its employees and subcontractors and shall be responsible for the timely performance of the Work as required by this Agreement.
 - 2.4 **Review of Work.** Contractor shall furnish City with reasonable opportunities from time to time to ascertain whether the Work is being performed in accordance with this Agreement. All work done and materials furnished shall be subject to final review and approval by the Public Works Director or his/her designee; Contractor is not authorized to provide final approval or review, which is solely City's function and role. City review and approval of such Work shall not, however, relieve Contractor of any of its obligations under this Agreement.
 - 2.5 **Contract Administration.** The Public Works Director or his/her designee shall represent the City in all matters relating to the administration of this Agreement. The Public Works Director or his/her designee shall have the authority to act on the City's behalf to review and approve all Work submitted by Contractor and may execute all necessary documents to authorize Contractor to perform Additional Work as provided for herein.
 - 2.6 **Representations and Warranties.** Contractor represents and warrants to City that: (i) its fulfillment of its obligations and, as applicable, performance the Work under this Agreement, will not violate any applicable or breach any contracts with third parties and (ii) it has the right, power and authority to fulfill its obligations, and, as applicable perform the Work, and enter into this Agreement; (iii) the Work contemplated hereunder will be performed by adequately trained and properly licensed personnel in a professional manner, with such personnel having the requisite skill and expertise necessary to perform and complete the Work in accordance with best management practices and industry standards and in accordance with the terms and conditions of this Agreement; and (iv) the Work and all deliverables provided hereunder will conform to the specifications agreed-to by the parties.
3. **TERM.** This Agreement shall be effective as of the date first above written and shall continue until all Work to be provided by Contractor are completed to the satisfaction of the City.

4. **COMPENSATION.**

- 4.1 **Basic Work.** For Basic Work, City shall pay Contractor on a time and materials basis, not to exceed amount of Forty-Seven Thousand One Hundred one dollars (\$47,101.00) as full compensation for all labor, materials, equipment, tools, transportation, and Work. This compensation shall be paid in accordance with the payment rates and schedule as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based on the actual time spent on the tasks and the actual price of the necessary materials.

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

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

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

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

5. **RECORDS.**

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

6. **TERMINATION.**

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

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

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

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

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

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

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

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

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

11.2 **No Employee Privileges.** No City employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City shall not pay salaries, wages or other compensation to Contractor for performing Work hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing Work hereunder.

11.3 **Contractor Duty to City.** Contractor understands and agrees that its responsibility to provide complete and accurate Work is owed solely to City and that its accountability under this contract shall likewise be solely to City and not to any City applicants or any other third person or entity.

11.4 **Interest of Contractor.** Contractor agrees to comply with all applicable conflict of interest codes. Contractor represents and warrants to City that it presently has no interests, and covenants that it shall not acquire any interests, direct or indirect, financial or otherwise, which would conflict with the performance of the Work to be provided by Contractor under this Agreement. Contractor further covenants that, in the performance of this Agreement, no subcontractor or employee having such an interest shall be employed by Contractor. Contractor certifies that neither he nor any of his officer, employees, subcontractors, or agents has or will have any prohibited financial interest under this Agreement.

11.5 **Undue Influence.** Contractor declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement or financial inducement. No officer or employee of City will receive compensation, directly or indirectly, from Contractor or any officer, employee, subcontractor or agent of Contractor, in connection with the award of this Agreement or any Work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling City to any and all remedies at law or in equity.

11.6 **Third Party Beneficiaries.** This Agreement is entered into solely for the benefit of the City and the Contractor and will not confer any rights upon any person not expressly a party to this Agreement.

12. **GENERAL PROVISIONS.**

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

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

To City:

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

To Contractor:

Gary Beneduci, General Manager
Precision Concrete Cutting
5737 Kanan Road, #718
Agoura Hills, CA 91301
P: (888) 881-9816
F: (818) 698-8280

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

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

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

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

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

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

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

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

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

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

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

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

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

"CITY"
City of Carpinteria

"CONTRACTOR"
Precision Concrete Cutting

By: _____
Michael Ramirez, City Manager

By: _____
Name, Title

APPROVED AS TO FORM:
City of Carpinteria

ATTEST:
City of Carpinteria

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

By: _____
Brian C. Barrett, CMC, CPMC, City Clerk

EXHIBIT A

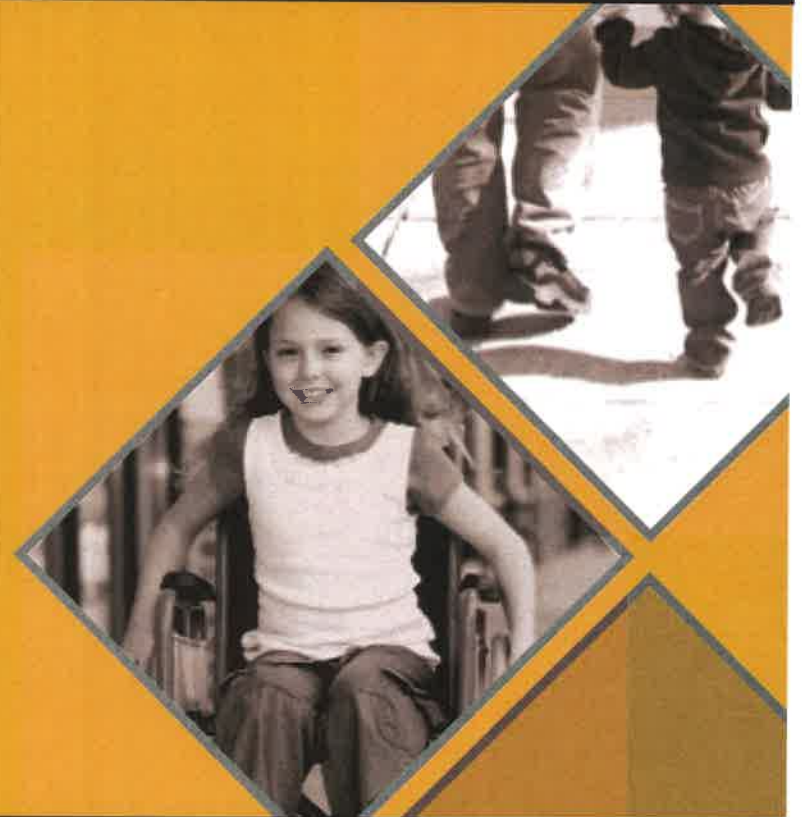
BASIC WORK



Contact: Gary Beneduci
5737 Kanan Road #714
Agoura Hills, CA 91301
Office: 888-881-9816

City of Carpinteria – Zone 3

Sidewalk Assessment
July 2023



Presented to:
Department of Public Works
5775 Carpinteria Avenue, Carpinteria, CA 93013 • (805) 684-5405



EXECUTIVE SUMMARY

The purpose of this summary is to present the results of the recent survey conducted to define the state of the sidewalks in the City of Carpinteria – Zone 3. Precision Concrete Cutting, under the direction of the City of Carpinteria, conducted this survey. The information resulting from this survey will help facilitate the management of the public sidewalk infrastructure.

This survey documents an objective approach to identifying where the greatest needs are. Decision makers now have the ability to visualize overall sidewalk conditions, match up similar needs and judge the impact of budget decisions.

A wide range of lists, spreadsheets, and maps were created with this survey. This Executive Summary outlines the major issues and the details are elaborated further in individual reports. All reports are provided in soft copy for data management.

The information in this document is confidential and is to be used only by the City of Carpinteria and Precision Concrete Cutting in evaluating the project.



EXECUTIVE SUMMARY

APPROACH

The survey resources included 2 experienced data collectors, a specialized data collection and GPS mapping program, and 1 data entry technician.

An inventory of risk factors and distress items were collected over a one-week period and entered into a spreadsheet. The data is summarized into street segments and itemized by physical address, GPS location, the size of the "Hazard", the severity of the hazard (amount of risk) and "Condition" (type or repair). Estimated square footage is indicated for each sidewalk panel in need of repair or demolition and replacement.

A series of maps were created by street segment that display the location of each hazard and type of repair required categorized and color coded as:

Yellow: Small Hazard - Saw Cut • Orange: Medium Hazard – Saw Cut • Red: Large Hazard – Saw Cut
Purple: Spall Fill • Green: Tree Related Issue • Grey: Removal & Replacement.

A grey square is used to indicate a most severe condition in need of repair by complete reconstruction.



EXECUTIVE SUMMARY

THIS SURVEY IS FOCUSED ON THE FOLLOWING AREAS OF SIDEWALK MAINTENANCE

SIDEWALK CONDITION

Sidewalk condition is a measurement of physical distresses such as **cracks, heaving, settling and spalled surfaces**. Many of the older sidewalks are showing signs of spalling and cracking. Spalling is the result of environmental exposure of inferior workmanship or materials. Cracking is a sign of premature failure that is often the result of excessive loads from heavy construction equipment, settling due to poor trench compaction or heaving caused by tree roots.

SIDEWALK TRIP HAZARDS

Trip hazards are vertical faces that present the opportunity for the unaware or impaired person to catch their toe. **The trip faces that are between 1/2" and 2 1/2"** are considered more dangerous than larger separations. Trips are most often repaired one of two ways: smaller trips are cut off and feathered back at ADA standards, larger trips are totally removed and replaced with new concrete.



EXECUTIVE SUMMARY

Sidewalk Trip Hazards.

Sidewalk trip hazards are recorded and divided by the size of the vertical face exposed. We have grouped the surveyed hazards into the following three classes.

Hazard Classes

Less Severe (small)	Above 1/4" high to 1/2"
Severe (medium)	Above 1/2" high to 1"
Most Severe (large)	Above 1" high to 2 1/2"

Recommendation

We recommend the repair of trip hazards by saw cutting for all hazards Above 1/4" to 2 1/2" high to save cost and extend the useful life of the existing sidewalk. Larger trips (above 2 1/2") and are best resolved by the removal and replacement of the entire panel.

The cutting of individual trip hazards can be scheduled to incrementally address the most hazardous areas first. The "remove and replace" work can follow the cutting of individual trip hazards to reduce the amount of reconstruction needed.



EXECUTIVE SUMMARY

Sidewalk Condition Repairs

Repairs of smaller spalling and cracked areas require fill to remove the hazard. Larger spalling and cracked areas and larger heaved areas not repairable by saw cutting will require removal and replacement.

Sidewalk Reconstruction Repairs

Repairs requiring removal and replacement of entire sidewalks should be grouped into sizable projects focusing on specific neighborhoods with: proximity to points of concern, segments having trip hazards, future projects, major road maintenance, and coordination with utilities street repairs.

The information in this document is confidential and is to be used only by the City of Carpinteria and Precision Concrete Cutting in evaluating the project.



SIDEWALK ASSESSMENT SUMMARY

The sidewalk inspection survey for the City of Carpinteria – Zone 3 was performed during the month of June 2023.

A total of **432** existing sidewalks hazards were identified. **360** are trip hazards with changes in vertical elevation between panels of 3/8" or greater as specified by the Americans with Disabilities Act. Remaining are **55** Remove/Replace, **0** Tree hazards and **12** Patch Fills consisting of approximately **16,557** square feet in total.

Our survey includes the size, type, and location of each hazard, and recommended actions to be taken.

The City of Carpinteria will realize substantial savings by having Precision Concrete Cutting remove sidewalk trip hazards between 3/8" and 2 1/2" high at a fraction of the cost of replacement and with superior results compared to grinding and asphalt patching. The work can be completed quickly with little disruption of foot traffic, and in full compliance with ADA and OSHA requirements.

Not only will the City of Carpinteria significantly increase the safety of campus walkways, you will save precious budget dollars by removing the risk of costly liability claims while extending the useful life of your existing sidewalks for many years.

The information in this document is confidential and is to be used only by the City of Carpinteria and Precision Concrete Cutting in evaluating the project.



CITY OF CARPINTERIA - SURVEY AREA

Sidewalk Assessment included the inspection of sidewalks and walkways in the City of Carpinteria –
e 3. Public walkways and external driveway aprons along the following areas are included in the
ject:

- **3rd Street** - Elm Ave. to Linden Ave.
- **5th Street** - Ash Ave. to Linden Ave.
- **6th Avenue** - Linden Ave. to Palm Ave.
- **7th Street** - Walnut Ave. to Carpinteria Ave
- **8th Street** - Linden Ave. to East End
- **8th Street** - Linden Ave. to West End
- **9th Street** - Reynolds Ave. to Cactus Ln.
- **Ash Avenue** - 4th St. to State Beach
- **Ash Avenue** - 5th St. to 7th St.
- **Carpinteria Avenue** - Shepard Pl. to Highway 101
- **Cramer Road** - Carpinteria Ave to End
- **Elm Avenue** - 3rd St. to Sandyland Rd.
- **Elm Avenue** - 9th St. to 5th St.
- **Elm Lane** - Carpinteria Ave. to Sawyer Ave.
- **Euginia Place** - Carpinteria Ave. to End
- **Holly Avenue** - 3rd St. to Sandyland Rd.
- **Holly Avenue** - 5th St. to 7th St.
- **Linden Avenue** - Highway 101 to State Beach
- **Maple Street** - Carpinteria Ave. to State Beach
- **Palm Avenue** - Carpinteria Ave. to State Beach

Information in this document is confidential and is to
be used only by the City of Carpinteria and Precision
Concrete Cutting in evaluating the project.



CITY OF CARPINTERIA - SURVEY AREA

The Sidewalk Assessment included the inspection of sidewalks and walkways in the City of Carpinteria – Zone 3. Public walkways and external driveway aprons along the following areas are included in the project:

- **Reynolds Avenue** - Carpinteria Ave. to Highway 101
- **Sandyland Road** - Ash Ave. to Linden Ave.
- **Santa Ynez Road** - Carpinteria Ave. to Highway 101
- **Sawyer Avenue** - Holly Ave. to Linden
- **Vallecito Road** - Church Ln. to Carpinteria Ave.
- **Yucca Lane** - 7th St. to 9th St.

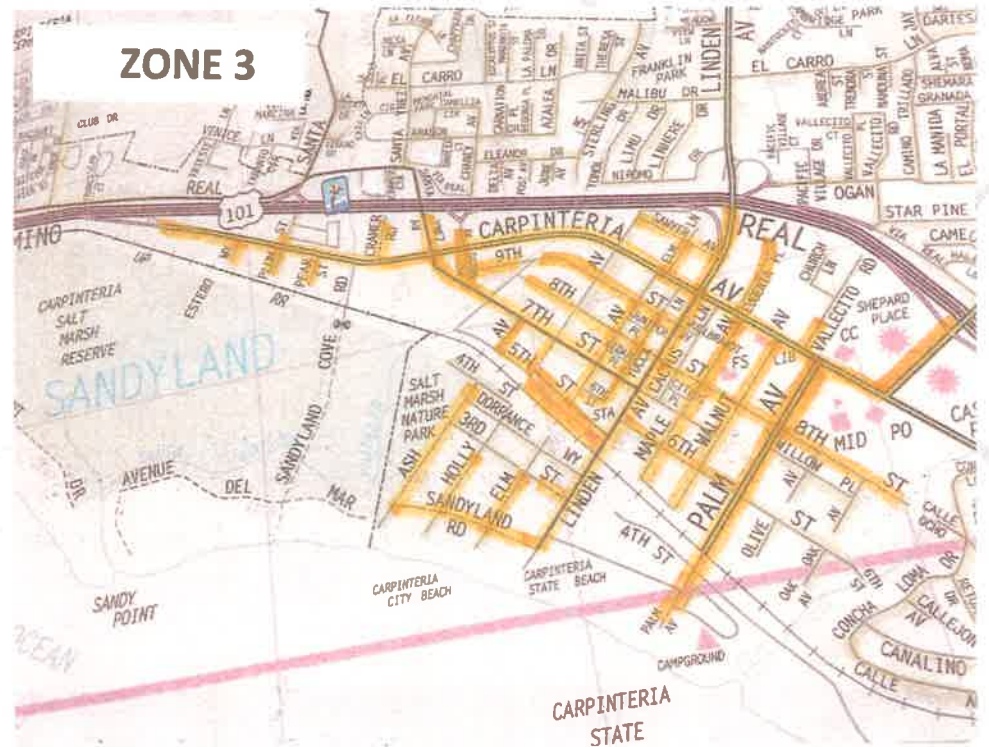
The information in this document is confidential and is to be used only by the City of Carpinteria and Precision Concrete Cutting in evaluating the project.



COMPLETED SURVEY AREA

- **Sidewalk Assessment Completion**
June 2023

**Completed assessment area includes
sidewalks, walkways, and driveway
aprons within City of Carpinteria Zone 3**



The information in this document is confidential and is to be used only by the City of Carpinteria and Precision Concrete Cutting in evaluating the project.



COMPLETED SURVEY AREA – ALL IDENTIFIED HAZARDS



The information in this document is confidential and is to be used only by the City of Carpinteria and Precision Concrete Cutting in evaluating the project.



COMPLETED SURVEY AREA – ALL SAW CUT HAZARDS



The information in this document is confidential and is to be used only by the City of Carpinteria and Precision Concrete Cutting in evaluating the project.



COMPLETED SURVEY AREA – ALL REPLACE HAZARDS



The information in this document is confidential and is to be used only by the City of Carpinteria and Precision Concrete Cutting in evaluating the project.



SIDEWALK ASSESSMENT SUMMARY – ALL HAZARDS

City of Carpinteria - Zone 3																	
AREA LOCATION		HAZARD CLASS				CONDITION & RECOMMENDATION				AREAS		BUTTONS		FOOTAGE		RANK	
Zone	Street	Size Small	Size Med	Size Large	Total Saw Cuts	Tree Root Prune	Spall Crack Joint	Total Saw Cut	Remove Replace	SW^C	C^SW	AC Ramp	Utility Box	SQ FT	Inch FT	By Severity	Total Hazards
3	Linden Avenue	2	65	19	86	-	1	86	10	2	5	-	-	3,001	251	1	97
3	8th Street	4	33	9	46	-	1	46	11	8	1	-	1	2,764	131	2	59
3	7th Street	6	27	9	42	-	-	42	11	3	2	-	2	1,818	93	3	55
3	Carpinteria Avenue	-	24	13	37	-	1	37	6	-	-	1	1	2,018	116	4	46
3	Maple Street	-	15	6	21	-	-	21	4	3	-	-	-	1,240	78	5	25
3	Palm Avenue	-	13	3	16	-	-	16	5	1	1	-	-	676	52	6	21
3	Elm Avenue	-	7	8	15	-	-	15	1	2	2	-	-	1,234	51	7	16
3	Sandyland Road	-	7	5	12	-	-	12	-	1	2	-	-	409	27	8	12
3	Eugenia Place	2	7	3	12	-	2	12	-	-	-	-	-	399	38	9	14
3	8th Street	1	8	1	10	-	-	10	-	-	-	-	-	333	22	10	10
3	Holly Avenue	-	7	2	9	-	-	9	2	2	1	-	-	514	34	11	11
3	Elm Avenue	-	9	-	9	-	1	9	-	1	-	-	-	325	28	12	10
3	Santa Ynez Road	-	8	-	8	-	-	8	-	-	-	-	-	200	16	13	8
3	Vallecito Road	-	-	6	6	-	-	6	-	-	-	-	-	155	24	14	6
3	Ash Avenue	-	2	3	5	-	-	5	4	1	-	-	-	472	19	15	9

The information in this document is confidential and is to be used only by the City of Carpinteria and Precision Concrete Cutting in evaluating the project.



SIDEWALK ASSESSMENT SUMMARY – ALL HAZARDS

City of Carpinteria - Zone 3																	
AREA LOCATION		HAZARD CLASS				CONDITION & RECOMMENDATION				AREAS		BUTTONS		FOOTAGE		RANK	
Zone	Street	Size Small	Size Med	Size Large	Total Saw Cuts	Tree Root Prune	Spall Crack Joint	Total Saw Cut	Remove Replace	SW^C	C^SW	AC Ramp	Utility Box	SQ FT	Inch FT	By Severity	Total Hazards
3	6th Avenue	Linden Ave. to Palm Ave.	1	1	3	5	-	2	5	-	-	-	-	231	23	16	7
3	Sawyer Avenue	Holly Ave. to Linden	-	4	1	5	-	-	5	-	-	-	-	130	10	17	5
3	Reynolds Avenue	Carpinteria Ave. to Highway 101	1	3	1	5	-	-	5	-	2	1	-	128	10	18	5
3	5th Street	Ash Ave. to Linden Ave.	2	-	2	4	-	2	4	1	-	-	-	315	10	19	7
3	Ash Avenue	5th St. to 7th St.	-	3	-	3	-	-	3	-	-	-	-	80	3	20	3
3	Cramer Road	Carpinteria Ave to End	-	1	1	2	-	-	2	-	1	-	-	31	6	21	2
3	Holly Avenue	5th St. to 7th St.	-	-	1	1	-	-	1	-	1	-	-	50	9	22	1
3	Elm Lane	Carpinteria Ave. to Sawyer Ave.	-	1	-	1	-	2	1	-	-	-	-	33	2	23	3
3	3rd Street	Elm Ave. to Linden Ave.	-	-	-	-	-	-	-	-	-	-	-	-	-	24	-
3	9th Street	Renolds to Cactus	-	-	-	-	-	-	-	-	-	-	-	-	-	25	-
3	Yucca Lane	7th St. to 9th St.	-	-	-	-	-	-	-	-	-	-	-	-	-	26	-
Totals		19	245	96	360	-	12	360	55	28	15	1	4	16,557	1,052		432

The information in this document is confidential and is to be used only by the City of Carpinteria and Precision Concrete Cutting in evaluating the project.



City of Carpinteria – Zone 3

ESTIMATED SAVINGS

Removal and replacement at an estimated cost ranging \$10 - \$25 Per Sq. Ft. will be significantly more expensive, time consuming and unnecessary. Precision Concrete Cutting will save you substantial cost by removing hazards at an average cost of \$3.50 Per Sq. Ft.

LOCATION	TOTAL # OF IDENTIFIED REPAIR LOCATIONS	TOTAL # OF SAW CUTS REPAIRS	TOTAL # OF REMOVE/REPLACE REPAIRS	TOTAL # OF SPALL/PATCHES REPAIRS	TOTAL # OF TREE/ROOT REPAIRS
City of Carpinteria - Zone 3	432	360	55	12	0
TOTALS:	432	360	55	12	0

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ABOUT PRECISION CONCRETE CUTTING

Precision Concrete Cutting uses proprietary and patented cutting technology to repair trip hazards.

Our work is guaranteed to offer the following benefits:

- Gentle ADA compliant slope
- Exceed the OSHA Standard for Slip Resistance (Co-Efficient of Friction)
- Full Edge-to-Edge Repair
- Detailed Cleaning & Recycle of Removed Concrete
- Detailed Audit-able Invoice



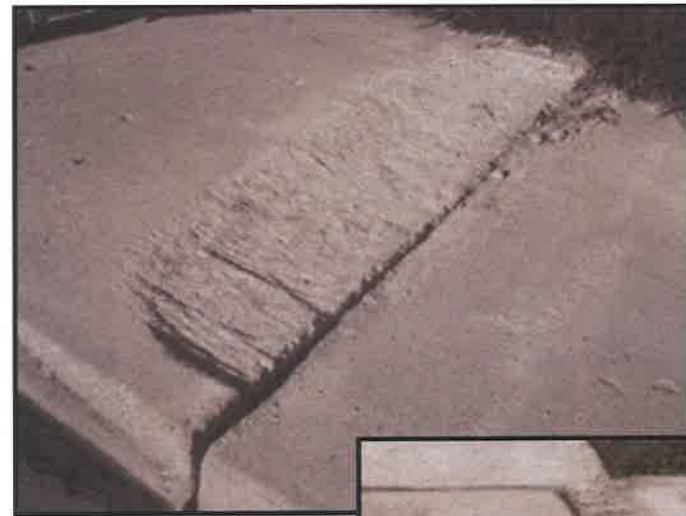
As a member of the U.S. Green Building Council (USGBC) we are proud of the fact that we reduce the impact to landfills and the environment as a result of our service. Removing and replacing 469 panels would result in approximately 278 tons of concrete being removed (average panel weight of 1,185 pounds). Using Precision Concrete Cutting resulted in 2,345 pounds or 1.17 tons of concrete removed and recycled.

The information in this document is confidential and is to be used only by the City of Carpinteria and Precision Concrete Cutting in evaluating the project.



WHY WE DON'T GRIND

- Grinding often damages the concrete (breaks edges, knocks out aggregate, scars adjacent panels, and creates micro cracks).
- Often unsightly (leaves a rough, uneven scarring)
- Difficult to comply with the ADA slope requirements
- Has no cost advantage
- Unable to remove hazards next to objects
- Hard to use on small trip hazards (under 3/8") and larger trip hazards (over 1 inch)
- Very slow process and generates lots of dust



The information in this document is confidential and is to be used only by the City of Carpinteria and Precision Concrete Cutting in evaluating the project.



PRECISION CONCRETE CUTTING REPAIRS

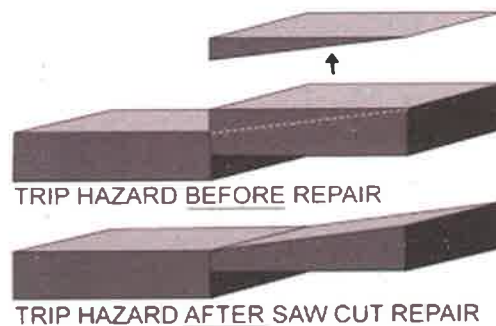


The information in this document is confidential and is to be used only by the City of Carpinteria and Precision Concrete Cutting in evaluating the project.



PRECISION CONCRETE CUTTING DIFFERENCE

1. Three measurements will be taken of every hazard:
 - a. Height¹ -- the highest point of the hazard
 - b. Height² -- the lowest point of the hazard
 - c. Length
2. Hazards will be removed from the full length of the panel (full edge-to-edge repair);
3. Sidewalks will be repaired at a slope of 1:8, in compliance with ADA requirements;
4. Handicap ramps or special areas will be repaired at a slope of 1:12, in compliance with ADA requirements;
5. Debris from repaired areas will be collected and removed;
6. A dust abatement system will be used during all repair operations;
7. The repaired area will be smooth and uniform with a coefficient of friction exceeding OSHA requirements for public walkways;
8. A detailed, audit-able invoice will be presented for every repair.



If there are any trip hazards on this bid that you **do not** want cut, we can remove them

The information in this document is confidential, and is to be used only by the City of Carpinteria and Precision Concrete Cutting in evaluating the project.



Contact: Gary Beneduci
5737 Kanan Road #714
Agoura Hills, CA 91301
Office: 888-881-9816

CONTACT US

Gary Beneduci
Office (888) 881-9816
Fax (818) 698 8280
Cell: 858 699-1089
garyb@safesidewalks.com
www.safesidewalks.com

Precision Concrete Cutting
Los Angeles and Central



The information in this document is confidential and is to be used only by the City of Carpinteria and Precision Concrete Cutting in evaluating the project.

EXHIBIT B

PAYMENT RATES AND SCHEDULE

CARPINTERIA - ZONE 3 - PRICING SHEET

RATE	RATE	RATE
\$ 37.00	\$ 74.00	\$ 148.00

No.	Zone	LOCATION			HAZARD SIZE			RECOMMEN DED	LINEAL FT	INCH FT	RECOMMEN DED REPAIR	LOC UNITS	LOC UNIT PRICING			
		Street Name	Segment From	Segment To	Small	Medium	Large	Saw Cut	Lineal Feet	Total Inch Feet	Saw Cut SQ FT	LOC UNITS	Small Above 1/4"	Med 1/2" - 1"	Large Above 1"	Total Cost
1	CARP-Z3	3rd Street	Elm	Sandyland	-	-	-	-	-	-	-	0	\$ -	\$ -	\$ -	\$ -
2	CARP-Z3	5th Street	Ash	Linden	2	-	2	4	18	10	90	4	\$ 74.00	\$ -	\$ 296.00	\$ 370.00
3	CARP-Z3	6th Street	Linden	Palm	1	1	3	5	33	23	166	8	\$ 37.00	\$ 74.00	\$ 888.00	\$ 999.00
4	CARP-Z3	7th Street	Walnut	Carpinteria	6	27	9	42	194	93	1,294	46	\$ 222.00	\$ 2,220.00	\$ 1,480.00	\$ 3,922.00
5	CARP-Z3	8th Street	Linden	East End	4	33	9	46	251	131	1,522	67	\$ 148.00	\$ 3,552.00	\$ 2,220.00	\$ 5,920.00
6	CARP-Z3	8th Street	Linden	West End	1	8	1	10	49	22	333	11	\$ 37.00	\$ 666.00	\$ 148.00	\$ 851.00
7	CARP-Z3	9th Street	Reynolds	Cactus	-	-	-	-	-	-	-	0	\$ -	\$ -	\$ -	\$ -
8	CARP-Z3	Ash Avenue	4th	State Beach	-	2	3	5	27	19	172	6	\$ -	\$ 222.00	\$ 444.00	\$ 666.00
9	CARP-Z3	Ash Avenue	5th	7th	-	3	-	3	8	3	80	3	\$ -	\$ 222.00	\$ -	\$ 222.00
10	CARP-Z3	Carpinteria Avenue	Shepard	Hwy 101	-	24	13	37	210	116	1,198	56	\$ -	\$ 2,368.00	\$ 3,552.00	\$ 5,920.00
11	CARP-Z3	Gramer Road	Carpinteria	to End	-	1	1	2	7	6	31	2	\$ -	\$ 74.00	\$ 148.00	\$ 222.00
12	CARP-Z3	Elm Avenue	3rd	Sandyland	-	7	8	15	97	51	1,084	27	\$ -	\$ 740.00	\$ 2,516.00	\$ 3,256.00
13	CARP-Z3	Elm Avenue	9th	5th	-	9	-	9	63	28	300	13	\$ -	\$ 962.00	\$ -	\$ 962.00
14	CARP-Z3	Elm Lane	Carpenteria	Sawyer	-	1	-	1	5	2	25	1	\$ -	\$ 74.00	\$ -	\$ 74.00
15	CARP-Z3	Eugenia Place	Carpinteria	to End	2	7	3	12	63	38	324	14	\$ 74.00	\$ 666.00	\$ 444.00	\$ 1,184.00
16	CARP-Z3	Holly Avenue	3rd	Sandyland	-	7	2	9	64	34	364	16	\$ -	\$ 740.00	\$ 888.00	\$ 1,628.00
17	CARP-Z3	Holly Avenue	5th	7th	-	-	1	1	10	9	50	2	\$ -	\$ -	\$ 296.00	\$ 296.00
18	CARP-Z3	Linden Avenue	Hwy 101	State Beach	2	65	19	86	517	251	2,542	126	\$ 148.00	\$ 6,808.00	\$ 4,440.00	\$ 11,396.00
19	CARP-Z3	Maple Street	Carpinteria	State Beach	-	15	6	21	134	78	973	31	\$ -	\$ 1,776.00	\$ 1,036.00	\$ 2,812.00
20	CARP-Z3	Palm Avenue	Carpinteria	State Beach	-	13	3	16	94	52	495	22	\$ -	\$ 1,184.00	\$ 888.00	\$ 2,072.00
21	CARP-Z3	Reynolds Avenue	Carpinteria	Hwy 101	1	3	1	5	24	10	128	7	\$ 37.00	\$ 296.00	\$ 296.00	\$ 629.00
22	CARP-Z3	Sandyland Road	Ash	Linden	-	7	5	12	51	27	409	15	\$ -	\$ 592.00	\$ 1,036.00	\$ 1,628.00
23	CARP-Z3	Santa Ynez Road	Carpinteria	Hwy 101	-	8	-	8	40	16	200	8	\$ -	\$ 592.00	\$ -	\$ 592.00
24	CARP-Z3	Sawyer Avenue	Holly	Linden	-	4	1	5	25	10	130	5	\$ -	\$ 296.00	\$ 148.00	\$ 444.00
25	CARP-Z3	Vallecito Road	Church	Carpinteria	-	-	6	6	31	24	155	7	\$ -	\$ -	\$ 1,036.00	\$ 1,036.00
26	CARP-Z3	Yucca Lane	7th	9th	-	-	-	-	-	-	-	0	\$ -	\$ -	\$ -	\$ -
27	0	0	0	0	-	-	-	-	-	-	-	0	\$ -	\$ -	\$ -	\$ -
28	0	0	0	0	-	-	-	-	-	-	-	0	\$ -	\$ -	\$ -	\$ -
		Totals			19	245	96	360	2,015	1,052	12,065	497	\$ 777.00	\$ 24,124.00	\$ 22,200.00	\$ 47,101.00

EXHIBIT C
INSURANCE REQUIREMENTS

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

Contractor shall provide the following types and amounts of insurance:

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

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

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

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

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

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

1. Contractor agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees, volunteers and agents, using standard ISO endorsement No. CG 2010-0413. Contractor also agrees to require all contractors and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit Contractor, or Contractor's employees or agents, from waiving the right of subrogation prior to a loss. Contractor agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
3. All insurance coverage and limits provided by Contractor and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.
4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.
5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Contractor shall not make any reductions in scope of coverage (e.g., elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.
7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Contractor's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Contractor or deducted from sums due Contractor, at City option.
8. Certificate(s) are to reflect that the insurer will provide 30 (thirty) days notice to City of any cancellation of coverage. Contractor agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.
9. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Contractor or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self-insurance available to City.

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

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

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

EXHIBIT D

WORKERS' COMPENSATION STATEMENT

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

Acknowledged and Agreed:



City of Carpinteria

COUNCIL AGENDA STAFF REPORT January 8, 2024

ITEM FOR COUNCIL CONSIDERATION

Agreement with ZWorld GIS for Mapping and Geographic Information System Services.

STAFF RECOMMENDATION

Authorize the City Manager to execute the Agreement with ZWorld GIS for mapping and geographic information system services in an amount not-to-exceed \$35,724.

Sample Motion: I move to authorize the City Manager to execute the Agreement with ZWorld GIS for mapping and geographic information system services in an amount not-to-exceed \$35,724. *(Requires a roll call vote)*

BACKGROUND

Since 2016, ZWorld GIS has been performing mapping and geographic information system (GIS) services for the City. Such services had initially started as the development of the City's first GIS in an effort to map County of Santa Barbara Tax Assessor parcels, aerial imagery, zoning and land use, and various City infrastructure and facilities for the purpose of essentially converting the City's paper mapping system into a digital mapping system. Since the original agreement with ZWorld GIS in 2016, six agreements have been issued on an annual basis for continuance of the GIS including maintenance and technical support.

The purpose of this agenda matter is for the City Council to authorize the City Manager to execute the Agreement with ZWorld GIS for continuing the mapping and GIS services for calendar year 2024 in an amount not-to-exceed \$35,724.

DISCUSSION

In general, the proposed scope of work for the Agreement, as shown as Attachment A, will include performing the following tasks:

1. Creating, developing, and populating new GIS data based on engineering and/or field requirements from aerial imagery, engineering and survey drawings, tabular data, and GPS data.
2. GIS data support for the City's GIS web/mobile applications.

Details of the proposed scope of work is shown in Attachment A.

POLICY CONSISTENCY

The recommendation is consistent with the Sustainable Community Policy for energy conservation and waste reduction from the use of paper by using a robust, digital mapping and geographic information system.

FINANCIAL CONSIDERATIONS

The Fiscal Year 2023-24 Budget includes sufficient Measure A funds under Engineering Services Account No. 215-411-5228 to cover the proposed agreement with ZWorld GIS.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

The proposed successor agreement for 2023 uses the City's standard professional services agreement that has been vetted by the City Attorney's Office as to form.

The mapping and geographic information system services that will be provided under the proposed agreement support various functions of the City, including those involved with mitigating risks such as infrastructure maintenance.

OPTIONS

1. Authorize the Agreement with ZWorld GIS. (Staff recommendation)
2. The City Council Could choose not to consider the recommendation and provide further direction to staff.

PRINCIPAL PARTIES EXPECTED AT MEETING

There are no principal parties expected at the meeting.

ATTACHMENTS

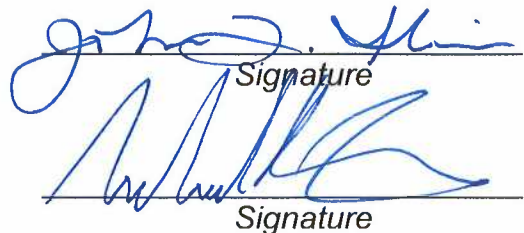
Attachment A: Agreement with ZWorld GIS

Staff contact:

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

Reviewed by:

Michael Ramirez, City Manager
(805) 755-4400; michaelr@carpinteriaca.gov



Signature

Signature

ATTACHMENT A
Agreement with ZWorld GIS

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AGREEMENT FOR CONSULTANT SERVICES

Mapping/GIS Services for Calendar Year 2024

THIS AGREEMENT FOR CONSULTANT SERVICES (“**Agreement**”) is made and effective as of the 9th day of January, 2024 by and between the City of Carpinteria, a municipal corporation (“**City**”), and ZWORLD GIS (“**Consultant**”) (collectively, the “**Parties**”) at Carpinteria, California, with reference to the following facts:

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

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

1. SERVICES.

- 1.1 **Basic Services.** City hereby retains Consultant to perform the services described and set forth in the attached Exhibit A (“**Basic Services**”), which is incorporated by this reference as though set forth in full. Consultant hereby agrees to perform said services within the designated time frames and accepts this retention. Consultant shall complete the Basic Services according to a schedule of performance which is also set forth in Exhibit A. The Parties agree and acknowledge that time is of the essence in performance of this Agreement.
- 1.2 **Additional Services.** In addition to the Basic Services, City may elect to have Consultant perform additional services that are beyond the current scope of the Basic Services, but within the expertise of Consultant (“**Additional Services**”). Such Additional Services shall be mutually agreed to in advance and specified in a writing, which shall also specify the basis for the Consultant’s fee for such additional services. Basic Services and Additional Services are referenced collectively as “**Services.**”

2. PERFORMANCE.

- 2.1 **Standard of Performance.** Consultant shall faithfully, competently and diligently perform the obligations and responsibilities required by this Agreement, applying best management practices and the same standards of care utilized by persons commonly engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement. Consultant shall not engage the assistance of subcontractors for performance of the Services unless previously agreed to in writing by the City.

- 2.2 **Labor and Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, tools, transportation and services necessary for the successful completion of the Services. Consultant shall give its attention and supervision to the fulfillment of the provisions of this Agreement by its employees and subcontractors and shall be responsible for the timely performance of the Services required by this Agreement.
- 2.3 **Review of Service.** Consultant shall furnish City with reasonable opportunities from time to time to ascertain whether the Services of Consultant are being performed in accordance with this Agreement. All work done and materials furnished shall be subject to final review and approval by City; Consultant is not providing final approval or review, which is solely City's function and role. City review and approval of such work and Services shall not, however, relieve Consultant of any of its obligations under this Agreement.
- 2.4 **Contract Administration.** The City Manager or his/her designee shall represent the City in all matters relating to the administration of this Agreement. The City Manager or his/her designee shall have the authority to act on the City's behalf to review and approve all products submitted by Consultant and may execute all necessary documents to authorize Consultant to perform Additional Services as provided for herein.
- 2.5 **Representations and Warranties.** Consultant represents and warrants to City that: (i) its fulfillment of its obligations and, as applicable, performance the Services under this Agreement, will not violate any applicable or breach any contracts with third parties and (ii) it has the right, power and authority to fulfill its obligations, and, as applicable perform the Services, and enter into this Agreement; (iii) the Services contemplated hereunder will be performed by adequately trained, competent personnel, in a professional manner, with such personnel having the requisite skill and expertise necessary to perform and complete the Services in accordance with industry standards and in accordance with the terms and conditions of this Agreement; and (iv) the Services and all deliverables provided hereunder will conform to the specifications agreed-to by the parties.
3. **TERM.** This Agreement shall be effective as of the date first above written and shall continue until all Services to be provided by Consultant are completed to the satisfaction of the City, but in no event later than the 31st day of December, 2024; unless terminated earlier as provided for herein.
4. **COMPENSATION.**
- 4.1 **Basic Services.** For Basic Services, City shall pay Consultant on a time and materials basis, not to exceed amount of Thirty Five Thousand Seven Hundred Twenty Four Dollars (\$35,724.00) as full compensation for all labor, materials, equipment, tools, transportation, and Services. This compensation shall be paid in accordance with the payment rates and schedule as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based on the actual time spent on the tasks and the actual price of the necessary materials.

- 4.2 **Additional Services.** Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to the Basic Services, unless such Additional Services are authorized in advance and in writing in the method provided for herein. Consultant will submit fee estimates for such Additional Services upon request of City.
- 4.3 **Invoices.** Each and every payment by City shall be subject to City's receipt of an invoice outlining the items for which payment is requested. Payment to Consultant as to any undisputed fees shall be made, after verification of Consultant's performance, within 30 (thirty) days of receipt of invoice. If City disputes any of Consultant's fees, it shall give written notice to Consultant within 30 (thirty) days of receipt of an invoice of such disputed fees.
- 4.4 **Withholding.** City reserves the right to withhold future payment to Consultant if any aspect of the Consultant's work is found to be substantially inadequate. City shall notify Consultant in writing of deficiencies believed to be substantially inadequate within thirty (30) days after receipt of product.
- 4.5 **Taxes/Insurance/Licenses.** Consultant shall be solely responsible for the payment of any federal, state, or local income tax, social security tax, workers' compensation insurance, state disability insurance, and any other taxes or insurance which Consultant is responsible for paying as an independent contractor under federal, state or local law. At all times during the term of this Agreement, Consultant and any approved subcontractors performing Services under this Agreement shall have in full force and effect all licenses necessary for the performance of Services hereunder, including without limitation, business licensing from City, all at the sole cost of Consultant.

5. **RECORDS.**

- 5.1 **Financial Records.** Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of Services under this Agreement. Consultant shall also maintain adequate records of Services provided in sufficient detail to permit an evaluation of Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible.
- 5.2 **Access to Records.** Consultant shall provide free access to the representatives of City or its designees at reasonable times to books and records as set forth in section 5.1; shall give City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of four (4) years after receipt of final payment.
- 5.3 **Original Records.** Upon completion of, or in the event of termination or suspension of this Agreement, all completed and incomplete original agreements, data, documents, designs, drawings, exhibits, maps, models, computer files, reports, studies, surveys,

notes, and other work, materials or documents prepared or used to prepare Consultant's work product in the course of providing the Services pursuant to this Agreement ("**Consultant Work Product**") shall become the sole property of City once the Consultant has received payment. City may duplicate, disclose, disseminate, use, reuse or otherwise dispose of Consultant Work Product in whole or in part in any manner it deems appropriate, without the permission of Consultant. With respect to computer files, Consultant shall make available to the City, at Consultant's office and upon reasonable written request by City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files. Consultant may retain copies of such Consultant Work Product as a part of its record of professional activity.

6. **TERMINATION.**

- 6.1 **Termination Without Cause.** This Agreement may be terminated by either party for any reason upon ten (10) days prior written notice by the terminating party to the other party. In the event of a termination, the date of termination shall be deemed to be the first business day occurring after the expiration of the notice period. Upon receipt of said notice, Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise.
- 6.2 **Termination With Cause.** Either party may terminate this Agreement with cause, effective immediately upon written notice of such termination to the other party and failure of the breaching party to correct within five (5) days of receiving such notice, based upon the occurrence of any of the following events:
- Material breach of this Agreement;
 - Cessation of Consultant to be licensed, as required;
 - Failure to substantially comply with any applicable federal, state or local law or regulation;
 - Filing by or against Consultant of any petition under any law for the relief of debtors; and,
 - Filing of a criminal complaint against Consultant for any crime, other than minor traffic offenses.
- 6.3 **Performance Upon Termination.** In the event this Agreement is terminated pursuant to this Section, City shall pay Consultant for the outstanding balance owed for work performed up to the time of termination. Upon termination of the Agreement, Consultant shall submit an invoice to City as provided for herein and shall submit to the City all of its files for any billable or non-billable matters in which the Consultant is involved under the scope of this Agreement.
- 6.4 **Termination Upon Mutual Consent.** This agreement may also be terminated by mutual consent of the parties and in accordance with the terms and conditions of any plan of termination established by the parties. In the event of a termination by mutual consent, the date of termination shall be such date as is agreed upon by the parties. The parties may agree to suspend or terminate a portion of this Agreement and such suspension or termination shall not make void or invalidate the remainder of this Agreement.

7. **DISPUTE RESOLUTION.** Except as explicitly provided in Exhibit E relating to claims by Consultant, if any dispute, claim or disagreement shall arise relative to the interpretation or enforcement of this Agreement, the parties shall use commercially reasonable efforts to settle the dispute, claim or disagreement. To this end, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such a solution within a period of thirty (30) days, then, upon notice by either party to the other, the dispute, claim or disagreement shall be submitted to final, binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitrator shall have the authority to assess arbitration costs and expenses against either or both parties. The decision in the arbitration shall be binding on all parties, and judgment on any arbitration award may be entered in any court of competent jurisdiction.
8. **INSURANCE.** Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in the attached Exhibit C, which is incorporated by this reference as though set forth in full.
9. **INDEMNIFICATION.** To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless City and any of its officials, employees and agents ("Indemnified Parties") from and against any Claims, where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for whom Consultant is legally liable, including but not limited to, officers, agents, employees, subcontractors or consultants of Consultant.
10. **RELEASE OF INFORMATION.**
 - 10.1 **Confidentiality.** All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released except to the City, directly or indirectly, by Consultant without City's prior written authorization. Consultant, its officers, employees, subcontractors or sub-consultants shall not voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the Services performed under this Agreement unless requested by the City Attorney or authorized in writing by the City Manager. Response to a subpoena or court order shall not be considered "voluntary" provided that Consultant shall give City prompt written notice of any such court order or subpoena. The provisions of this Paragraph shall survive the termination of this Agreement.
 - 10.2 **Notice and Cooperation.** Consultant shall promptly notify the City Manager and City Attorney in writing if Consultant, its officers, employees, agents, subcontractors or subconsultants are served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any person or party related to this Agreement and/or Consultant's related Services. City has no obligation to, but may exercise discretion to represent Consultant and/or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide the City an opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not grant or imply a right of City to control, direct, dictate or rewrite said response.

11. **RELATIONSHIP TO CITY.**

- 11.1 **Independent Contractor.** Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.
- 11.2 **No Employee Privileges.** No City employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages or other compensation to Consultant for performing Services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing Services hereunder.
- 11.3 **Consultant Duty to City.** Consultant understands and agrees that its responsibility to provide complete and accurate Services is owed solely to City and that its accountability under this contract shall likewise be solely to City and not to any City applicants or any other third person or entity.
- 11.4 **Interest of Consultant.** Consultant represents and warrants to City that it presently has no interests, and covenants that it shall not acquire any interests, direct or indirect, financial or otherwise, which would conflict with the performance of the services to be provided by Consultant under this Agreement. Consultant further covenants that, in the performance of this Agreement, no subcontractor or employee having such an interest shall be employed by Consultant. Consultant certifies that no one who has or will have any financial interest under this Agreement is: (a) an officer or employee of City, or (b). an officer or employee of the applicant and any of its consultants. Consultant agrees to comply with any applicable conflict of interest code.
- 11.5 **Undue Influence.** Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement or financial inducement. No officer or employee of City will receive compensation, directly or indirectly, from Consultant or any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling City to any and all remedies at law or in equity.
- 11.6 **Third Party Beneficiaries.** This Agreement is entered into solely for the benefit of the City and the Consultant and will not confer any rights upon any person not expressly a party to this Agreement.

12. **GENERAL PROVISIONS.**

- 12.1 **Assignment of Rights.** Contractor agrees to assign City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act or under the Cartwright Act arising from purchases of goods, services, or materials pursuant to this Agreement.
- 12.2 **Further Assurances.** City and Consultant each agree to cooperate with one another, to use their best efforts, to act in good faith, and to promptly perform such acts and execute such documents or instruments as are reasonably necessary and proper to consummate the transactions contemplated by this Agreement.
- 12.3 **Notices.** All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if personally served or on the second day after mailing if mailed by first-class mail, registered or certified, return receipt requested, postage prepaid and properly addressed as follows:

To City:

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

To Consultant:

Zacharias Hunt, CEO
ZWORLD GIS
27 West Anapamu Street, Suite 191
Santa Barbara, CA 93101
P:(805) 448-1726
F:

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

- 12.4 **Legal Responsibilities.** Consultant shall keep itself informed of state, federal and laws and regulations which in any manner affect those employed by it or in any way affect the performance of its Service pursuant to this Agreement. The Consultant shall reasonably observe and comply with such laws and regulations. The City and its officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.
- 12.5 **Licenses.** At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required by law for the performance of services described in this Agreement.
- 12.6 **Labor Conditions.** City is a public entity in the state of California, and therefore, City and Consultant are subject to the provisions of the Government Code and the Labor Code of the state of California. All provisions of law applicable to public contracts and/or this Agreement are incorporated herein by this reference and are made a part of this Agreement to the same extent as if they were fully stated in the Agreement and shall be complied with by Consultant.

- 12.7 **Labor Requirements.** Consultant shall abide by all federal and California laws and regulations regarding wages, including, without limitation, the Fair Labor Standards Act and the California Labor Code, which, in part, mandate that 8 hours' labor constitutes a legal days' work, and require Consultant to pay the general prevailing wage rates. The California statutory provisions for penalties for failure to pay prevailing wages will be enforced and the statutory provisions for penalties for failure to comply with California's wage and hour laws will be enforced. In addition, Consultant is required to comply with the statutory requirements relating to employment of apprentices. Consultant also must secure the payment of workers' compensation to its employees as provided by California law. Consultant acknowledges its obligation to secure payment of Workers' Compensation before beginning work as set forth in the attached Exhibit D ("Acknowledgement of Workers' Compensation Obligation") which is incorporated by this reference as through set forth in full. Additionally, Consultant is required to comply with all statutory requirements relating to certified payroll records, including the maintenance of the records, their certification, and their availability for inspection.
- 12.8 **Discrimination.** No person shall be excluded from employment in the performance of this Agreement on the grounds of race, creed, color, sex, age, marital status, sexual orientation or place of national origin. Consultant shall comply with all local, state, and federal laws relating to equal employment opportunity rights.
- 12.9 **Assignment.** Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of City, which shall have the sole discretion to consent to any proposed assignment. Because of the personal nature of the Services to be rendered pursuant to this Agreement, only Consultant shall perform the services described in this Agreement.
- 12.10 **Waiver.** No waiver of a provision of this Agreement shall constitute a waiver of any other provision, whether or not similar. No waiver shall constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
- 12.11 **Force Majeure.** Neither Consultant nor City shall be liable for any delays resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority.
- 12.12 **Construction of Terms.** All parts of this Agreement shall in all cases be construed according to their plain meaning and shall not be construed in favor or against either of the parties. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, in whole or in part, the remainder of this Agreement shall remain in full force and effect and shall not be affected, impaired or invalidated thereby. In the event of any provision shall be adjudged invalid, void or unenforceable, the parties hereto agree to enter into a supplemental agreement to effectuate the intent of the parties and the purposes of this Agreement.
- 12.13 **Controlling Law.** The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties

to this Agreement and also govern the interpretation of this Agreement, with venue proper only in the County of Santa Barbara, State of California.

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

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

"CITY"
City of Carpinteria

"CONSULTANT"
ZWORLD GIS

By: _____
Michael Ramirez, City Manager

By: Zacharias Hunt
Zacharias Hunt, CEO

APPROVED AS TO FORM:
City of Carpinteria

ATTEST:
City of Carpinteria

By: _____
Jena Shoaf Acos, on behalf of
Brownstein Hyatt Farber Schreck, LLP
Acting as City Attorney of the City of Carpinteria

By: _____
Brian C. Barrett, CMC, CPMC
City Clerk

EXHIBIT A

TASKS TO BE PERFORMED

PROPOSAL FOR PROFESSIONAL GIS SERVICES

CITY OF CARPINTERIA
MAPPING/GIS SERVICES

November 21, 2023



Submitted to:

Public Works Director
City of Carpinteria
5775 Carpinteria Avenue
Carpinteria, CA 93013

Submitted by:

ZWORLD GIS
27 West Anapamu Street Suite #191
Santa Barbara, CA 93101
Tel 805.448.1726
info@zworldgis.com

November 21, 2023

Public Works Director
City of Carpinteria
5775 Carpinteria Avenue
Carpinteria, CA 93013

Re: MAPPING/GIS SERVICES

Dear Public Works Director,

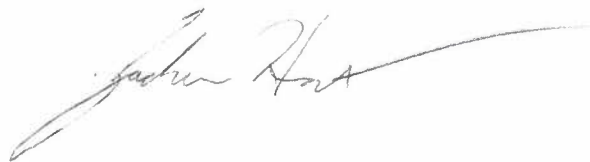
ZWORLD GIS is honored to provide a proposal for the City of Carpinteria. The following pages contain details on the particular services we have designed for supporting the City of Carpinteria Public Works GIS.

The City of Carpinteria, Public Works Department has identified the need to develop and maintain GIS data in support of the various operations within the Department. These tasks include: creating, developing and populating new GIS data based on engineering and/or field requirements from aerial imagery, engineering and survey drawings, tabular data, GPS data, and also GIS data support for the City GIS web application. ZWORLD GIS will submit progress reports on work tasks completed. ZWORLD GIS has proposed staff supplement services that provide a solution that addresses the immediate tasks of the Department, while providing a solution for on-going support for maintenance of the GIS data and applications.

ZWORLD GIS has proposed staff supplement services that provide a solution that addresses the immediate tasks of the Department, while providing a solution for on-going support for maintenance of the GIS data and applications that provide the Department with business GIS data that is updated and reliable for operational use. The fixed cost of the proposed contract services and not to exceed is \$35,724 for annual on-going support of the City GIS.

Thank you for the opportunity to provide you with this proposal. ZWORLD GIS would welcome any opportunity to meet with City officials to discuss any City specific questions related to this proposal. We understand the importance of this project to the City and the local community. We look forward to talking with you at your convenience.

Sincerely,



Zacharias Hunt, MPA
Project Manager
ZWORLD GIS



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About ZWORLD GIS



GEOSPATIAL INFORMATION SYSTEMS

Mapping
Needs Assessment & Strategic Planning
GIS Data Development
GIS Training
GIS Database Design & Development
GIS Application Development
Systems Integration
Project Management
Staff Supplement
Emergency Preparedness

"Zacharias is highly expertised in GIS, but never ceases the exploration of new techniques and applications. He's got that rare capability to take control of the details while remaining flexible and creative, and always with the customer foremost in mind." - Lauren Moore, County of Santa Barbara

As a one of the leading service providers of geospatial data products and services in the Santa Barbara/Ventura region, we are cognizant of the crucial role that such information and technology plays in key decisions at all levels of government. ZWORLD GIS is committed to the highest quality and technical standards in this industry, and to supplying decision makers with reliable, accurate information that empowers decision making. This commitment is what sets ZWORLD GIS above others in the industry.

Our goal has been to combine cutting-edge technology with a team of key technical personnel with impressive career achievements and extensive experience in the field of Geospatial Technology and Mapping. ZWORLD GIS will be utilizing the latest approaches and best practices developed in the industry. ZWORLD GIS draws upon years of experience deploying GIS services, which has included developing a GIS Strategic Plan for the County of Santa Barbara as well as the Channel Islands Regional Geographic Information System Collaborative. Being familiar with asset management, mobile field applications, engineering and design processes, legal policies and procedures, and GIS solutions, ZWORLD GIS is uniquely qualified to produce GIS data that is realistic and will assist with achieving business success for the City of Carpinteria.

ZWORLD GIS is a consulting business located in Santa Barbara, California. We provide GIS services and solutions to both private and public organizations. ZWORLD GIS is an Environmental Systems Research Institute, Inc. (ESRI) centered business utilizing the ESRI suite of desktop, database, web, mobile and cloud product solutions and integration strategies related to geospatial data. We support small business needs of basic GIS data development, analyses, and cartographic needs, as well as large scale organizations that require enterprise advanced solutions to capture, store and disseminate information through a variety of application types and portals. With over 27 years of experience in the geospatial technology industry, ZWORLD GIS understands today's business needs within local government and municipalities. Whether the focus is on infrastructure and utility management, planning and land use, law enforcement, environmental and natural resource, emergency preparedness, or public safety, ZWORLD GIS has the experience and resources to meet your challenges with cost effective and scalable GIS solutions.

Background

The City of Carpinteria is a small oceanside city located in southeastern Santa Barbara County, California, east of Santa Barbara and northwest of Ventura.

City of Carpinteria

CITY OF CARPINTERIA

Incorporation Date: Sept. 1965

Jurisdiction Size: 2.59 square miles

Total Population: 13,040

PUBLIC WORKS DEPARTMENT

The seven Department Programs include:

Administration

Transportation, Parking & Lighting

Solid Waste

Street Maintenance

Right of Way Maintenance

Capital Improvement Program

Watershed Management

The Public Works Department is comprised of approximately 9 full time positions with a majority of the services provided by contract labor. The Department has several major service contracts for engineering, solid waste collection and program management, street sweeping, and landscape maintenance.

The incorporated City of Carpinteria is a General Law City with a Council-Manager form of government. The Council-Manager form is the system of local government that combines the political leadership of elected officials in the form of a Council with the managerial experience of an appointed local government manager. Departments are organized by service under various divisions and managed by Department Heads that report to the City Manager.

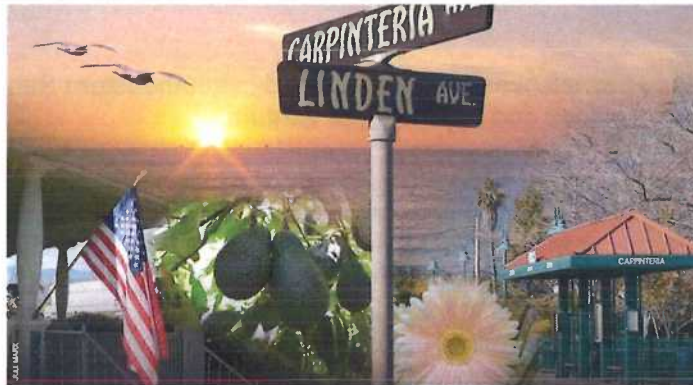
Carpinteria Mission Statement - ***"The diversity of the community shall be recognized, and City government shall serve the interest of all residents, maintaining an atmosphere in which the residents feel the City has their best interests at heart at all times. Government in Carpinteria shall be open, honest and equitable and shall encourage, to the fullest extent possible, public participation in the decisionmaking process..."***

The Public Works Department is comprised of two divisions that oversee seven separate budget programs. The services provided by the department range from the ongoing maintenance and improvement to the City's streets, parking and facilities, to the engineering design and construction of the City's capital improvement projects.

The Public Works Department inherited much of the operational data from the County of Santa Barbara. For example sets of "road as-builts", road maintenance databases, and road right-of-away data was made available to the Public Works Department to use for the City's operational programs. However very little was in a GIS format or even ready to be converted into GIS data. Also at that time the Department did not have the immediate resources to develop the data into GIS or GIS applications for use by Department staff.

In order to assess and analyze the potential use of GIS technology and its impact on internal and external operations, the Department is seeking the services of a qualified GIS professional to conduct GIS data development. The Public Works Department is committed to advancing the automation and modernization of infrastructure and asset management practices and leveraging existing "location-

based" projects to maximize their use and integration across participating Programs. This proposed project will address the needs and potential deployment of GIS in the Public Works Department, while also recognizing how the Public Works GIS "fits" into the larger organization of the City.



Significance of Project

With the Public Works Department pursuing a GIS Data Development, it dovetails with the Departments Operational Goals established in the 2013/14 Operating Budget. The City of Carpinteria Operating Budget which helps to guide the organization through a series of goals and performance measures can benefit further by having a more specific GIS road map as it relates to the functions and services provided by the Public Works Department. A Public Works GIS can strengthen the success of achieving and supporting many of the goals the Department has established. In particular the following goals can achieve a positive impact from GIS:

Goal – Street Maintenance

To keep the City streets in good condition by monitoring the condition of the pavement, markings and signs, making minor repairs as quickly as possible and to be preparing major pavement maintenance projects on a yearly basis.

Goal – Right-of-Way Maintenance

To keep the curb, gutter, sidewalk and landscaped areas of City streets in good condition by effectively managing vendor contracts, managing the street tree program, and maintaining and repairing street appurtenances.

Goal – Transportation, Parking, and Lighting

To continue to improve transit service and safety, better manage the on and off-street parking inventory and to improve lighting at the City owned parking lots.

Scope of Work – Mapping/GIS Services

Project Description

The City of Carpinteria, Public Works Department has the need for GIS data and applications that support the Engineering, Street Maintenance, Parks and Open Space, Capital Improvement Program, Storm Water Management, and Solid Waste and Environmental Divisions. ZWORLD GIS will perform GIS data development, GIS data maintenance, application support, and mapping services as it relates to the operations within these Divisions. This will include creating and updating GIS data from as-built drawings, aerial imagery, tabular data, and/or GPS data.

Staff Supplement Services

ZWORLD GIS – Staff Supplement Services

ZWORLD GIS will assist the Public Works Department with the need for dedicated GIS services to either maintain current GIS initiatives or to fulfill legal mandates and obligations associated with business needs. ZWORLD GIS can sustain the GIS staffing needs while implementing GIS initiatives within the current staffing levels and budget constraints. In outsourcing GIS functions, the Public Works Department can ensure critical operations are stabilized with the benefit of experienced GIS knowledge.

Service Tasks

Task 1. GIS Data Development

This task will entail generating new GIS data from the hardcopy document or CAD as built drawings into a GIS data format (either shapefile or geodatabase feature class). ZWORLD GIS is experienced with the necessary techniques needed to adequately capture the new GIS data and successfully create corresponding attribute (tabular) information. Either importing the scanned document and georeferencing for a digitizing process or projecting the CAD drawing to harvest the correct vector data, ZWORLD GIS will create the new GIS format data, making it ready for applications and maps.

ZWORLD GIS can also generate new GIS data from using other source resources. If aerial imagery meets the agencies positional requirements, then structures that are photo-identifiable can be digitized. Survey documents that contain Coordinate Geometry (COGO) information, such as distance and bearings of pipes, can be used to develop the vector GIS data. Tabular data that contains X,Y values such as northing and eastings, or longitude and latitude can be used to position GIS data. GIS data can also be created using a GPS device, occupying the location of the asset in the field.

Task 2. GIS Data Maintenance

This task will focus on maintaining the GIS data once it has been created and where GIS data needs to be updated based on operational changes. This task ensures that the data is kept current and provides the most up to date information is available to staff and application users. ZWORLD GIS will become the data steward of the Public Works GIS data maintaining both new assets and modifying existing features. ZWORLD GIS will be working closely with Public Works staff to perform the required edits to features and attributes.

Task 3. GIS Application Support

This task will ensure that applications using the City GIS data are updated in parallel to the ongoing GIS data maintenance. GIS data that is used in applications for both internal use for

City staff, and for external use by the public. ZWORLD GIS will provide GIS data updates to the applications, for the benefit of the Public Works Department. ZWORLD GIS can assist with edits to other City applications using maps, locators, geoprocessing models from the GIS data.

Task 4. Mapping Support

ZWORLD GIS can assist with providing custom mapping and cartographic images for:

- Staff Reports
- Publications & Documents
- Project Plans
- Operational meetings
- Public Sessions & Media Presentation

Task 5. Perform other GIS and Mapping duties as required.

This task will include other GIS and Mapping services that support the Public Works GIS business data.

Task 6. Requirement for field work and onsite review.

ZWORLD GIS can assist with field work as it relates to capturing or correcting Public Works GIS data. ZWORLD GIS provides mapping grade GPS devices, and can help create GIS data for new assets and infrastructure.

Task 7. Consultant will submit reports on work tasks completed, as requested by the City.

ZWORLD GIS will submit progress reports on services initiated, as well as when tasks are completed. Progress reports can be submitted weekly or at a schedule that is adequate for the Department needs.

Cost and Schedule

It is proposed that the services involved in the scope of work be conducted by Zacharias Hunt as shown on the following page. ZWORLD GIS will be the primary contractor for the proposed scope of work. Deliverables from GIS Professional Services is proposed at an annual cost and not to exceed \$35,724, and all work under this proposal would be invoiced monthly. Services could be started immediately and begin with Task 1 through 7. Proposed timeline assumes a starting date of January 1, 2024.

City of Carpinteria – Mapping/GIS Services

	Service Duration	Total Cost
Deliverable		
Task 1-7	Annual	\$35,724

Project Team

Zacharias Hunt
Project Manager



QUICK FACTS

Previously Managed Projects:

CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT

Created & upgraded the GIS data for the District Water system which included:

- * Water Pipe Mains / Laterals
- * Water Meters
- * System Valves
- * Fire Hydrants
- * Pressure Zones

VENTURA RIVER WATER DISTRICT

Created & upgraded the GIS data for the District Water system which included:

- * Water Pipe Mains / Laterals
- * Water Meters
- * System Valves
- * Fire Hydrants
- * Pressure Zones

MONTECITO WATER DISTRICT

Created & upgraded the GIS data for the District Water system which included:

- * Water Pipe Mains / Laterals
- * System Valves
- * Fire Hydrants
- * Pressure Zones

CITY OF SOLVANG

Developed new City Water GIS system which included:

- * Water Pipe Mains / Laterals
- * System Valves
- * Fire Hydrants
- * Pressure Zones

Overview

Mr. Hunt is the founding principal of ZWORLD GIS. He has been working in the GIS/Mapping and local government industry since 1999 and holds a Master's degree in Public Administration as well as a Bachelor Degree in Geography. Mr. Hunt also has certification in the use of Global Positioning Systems (GPS) from Ventura College, California. Mr. Hunt has been involved in all aspects of deploying GIS for local government special districts. As the Geographic Information Officer (GIO) for Santa Barbara County, Mr. Hunt managed all aspects of a County Enterprise GIS program which included: developed and implemented a County GIS Strategic Plan; managed GIS web based applications for both internal County staff as well as the public; implemented GIS policy and standards; participated in annual budgeting and procurement process for GIS; developed sustainable GIS revenue opportunities; recruited and trained GIS staff; managed the County GIS Internship program; and coordinated GIS based systems for the County Office of Emergency Services (OES). Mr. Hunt also participates with the Channel Island Regional GIS Collaborative, and served as President from 2010-2016.

Education & Qualifications

- Masters of Science Degree – Public Administration, California State University of Northridge, 2011
- Bachelor of Arts Degree – Geography, University of California, Santa Barbara, 1999

Career Experience

Owner, ZWORLD GIS
June 2011 – Present

CIRGIS President, CIRGIS Collaborative
Mar. 2010 – Jan. 2016

Geographic Information Officer (GIO), Santa Barbara County, CA
Feb. 2007 – June 2011

Public Works GIS Supervisor, Santa Barbara County, CA
Aug. 2004 – Feb. 2007

Lead GIS Analyst, Nellis Air Force Base (USAFE Geobase)
Feb. 2004 – Aug. 2004

Public Works GIS Analyst, Santa Barbara County, CA
Apr. 2000

Project Team

Gavin Leavitt
GIS Analyst



QUICK FACTS

Recent Projects:

CITY OF SALINAS

Handled city employee, contractor, and public requests for spatial data, maps, and web applications using a variety of formats. Built out the City Sanitary Sewer and Storm Drain system GIS datasets using historic engineering plans. Built City Sewer Utility Network for ArcMap.

Published ArcGIS for Server:

- * WFS
- * WMS
- * Geoprocessing Services
- * Feature Services

GOLETA STORM DRAIN GIS

Developed advanced GIS data for the City of Goleta Storm Drain system which included creating system GIS layers from field GPS collection and as-built research.

- * Inlets
- * Outlets
- * Maintenance Holes
- * Surface Drainage
- * Underground Drainage

CHANNEL ISLANDS BEACH COMMUNITY SERVICES

DISTRICT

Created & upgraded the GIS data for the District Water system which included:

- * Water Pipe Mains / Laterals
- * Water Meters
- * System Valves
- * Fire Hydrants
- * Pressure Zones

Overview

Mr. Leavitt is the lead GIS Analyst of ZWORLD GIS. He has been working in the Geospatial Science Industry and assisting with local government agencies since 2015 and holds a Bachelor of Science degree in Marine Sciences and a Master of Science Degree in Applied Marine Science from California State University, Monterey Bay. Mr. Leavitt also has obtained certifications in the use of Esri GIS Desktop software, and is qualified on mapping grade GPS collection processes in the field. Mr. Leavitt is also a UAV Operator with a Part 107 Certified Remote Commercial Pilot license. Mr. Leavitt has been involved in mapping and data development of GIS for local government and special district agencies. As the Geospatial Information Systems Analyst for ZWORLD GIS, Mr. Leavitt provides core functions of a GIS data development project which can include developing a technical strategy for data creation; development of GIS data with advanced digitization techniques; create accurate and reliable data from field collection using GPS equipment; integrate GIS data into various third party databases systems; and produce final data reports describing technique, statistical analysis, and metadata documentation. Mr. Leavitt also assists in supporting Web Map applications for agencies that need a common tool to use for all staff. Mr. Leavitt enables agencies by preparing custom training guides for on-site training sessions so staff become more aware of the functionality of the GIS Web Map application deployed by their organization, as well as maintaining core base data for each application to ensure that the GIS is kept relevant and reliable.

Education & Qualifications

- Masters of Science Degree – Applied Marine Science, California State University, Monterey Bay, 2017
- Bachelor of Science Degree – Marine Sciences, California State University, Monterey Bay, 2015
- UAV Operator – Part 107 Certified Remote Commercial Pilot License

Career Experience

GIS Analyst, ZWORLD GIS
December 2020 – Present

GIS Technician, City of Salinas
January 2017 – July 2020

Research Assistant, Monterey Bay Aquarium Research Institute
June 2016 – November 2016

References

City of Solvang, California



Company Address: 411 Second Street, Solvang CA 93463
Contact Phone: 805.688.5575
Contact Person: Rodger Olds
Date: 2011-Current

Goleta Sanitary District, California



Company Address: 1 Moffett Place, Goleta, CA 93117
Contact Phone: 805.967.4519
Contact Person: Luis Asorga
Date: 2015-Current

City of Goleta, California



Company Address: 130 Cremona Drive, Goleta, CA 93117
Contact Phone: 805.961.7561
Contact Person: Andrea Dransfield
Date: 2013-Current

Montecito Water District, California



Company Address: 583 San Ysidro Road, Montecito, CA 93108
Contact Phone: 805.969.2271
Contact Person: Adam Kanold
Date: 2013-Current

City of Carpinteria, California



Company Address: 5775 Carpinteria Avenue, Carpinteria, CA 93013
Contact Phone: 805.755.4441
Contact Person: John Ilasin
Date: 2015-Current

MAS Public Safety, California



Company Address: 14 Castilian Ct. Thousand Oaks, CA 91320
Contact Phone: 805.479.8365
Contact Person: Melvin Smith
Date: 2014-Current

County of Santa Barbara, Public Works Department – Transportation Division



Company Address: 123 East Anapamu Street, Santa Barbara, CA 93101
Contact Phone: 805.896.6296
Contact Person: Kurt Klucher
Date: 2011-Current

EXHIBIT B
PAYMENT SCHEDULE
(See Exhibit A)

EXHIBIT C

INSURANCE REQUIREMENTS

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

Consultant shall provide the following types and amounts of insurance:

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

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

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

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

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this agreement.

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

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

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees, volunteers and agents, using standard ISO endorsement No. CG 2010-0413. Consultant also agrees to require all contractors and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
3. All insurance coverage and limits provided by Contractor and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.
4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.
5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g., elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.
7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at City option.
8. Certificate(s) are to reflect that the insurer will provide 30 (thirty) days notice to City of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/13/2023

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

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

PRODUCER	CONTACT NAME: House Account
BOLT Insurance Agency	PHONE (A/C, No, Ext): (800) 216-4171
10 Waterside Drive	FAX (A/C, No): (860) 777-2621
Suite 202	E-MAIL ADDRESS: support@boltinsurance.com
Farmington CT 06032	INSURER(S) AFFORDING COVERAGE
	INSURER A: Superior Access Insurance Services, Inc.
	INSURER B: United Financial Casualty Company
	INSURER C: AmGuard Insurance Co
	INSURER D: Hiscox Insurance Company, Inc.
	INSURER E:
	INSURER F:

COVERAGES

CERTIFICATE NUMBER: CL23121366373

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		72SBMAP9209	09/01/2023	09/01/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ OTHER \$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			01833495-9	09/12/2023	09/12/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ OTHER \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	ZAWC340794	10/19/2023	10/19/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Errors & Omissions			P100,374.028.11	07/06/2023	07/06/2024	Limit \$1,000,000

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

CITY OF CARPINTERIA is listed as an additional insured with regards to General Liability.

CERTIFICATE HOLDER

CANCELLATION

CITY OF CARPINTERIA 5775 CARPENTERIA AVE, CARPENTERIA CA 93013	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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EXHIBIT D

WORKERS' COMPENSATION REQUIREMENTS

The Consultant is required to sign and file a statement acknowledging its obligation to secure payment of Workers' Compensation before beginning work.

ACKNOWLEDGEMENT OF WORKERS' COMPENSATION OBLIGATION

I, Zacharias Hunt, hereby acknowledge my obligation to secure payment of Workers' Compensation before beginning work.

ZWORLD GIS

By: Zacharias Hunt
Zacharias Hunt, CEO

Dated: 12-13-23

EXHIBIT E

RESOLUTION OF CONSTRUCTION CLAIMS

The following pertains to Public Contract Code Sections 20104 through 20104.6 (Resolution of Construction Claims)

1. This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.
2. This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.
3. "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.
4. "Claim" means a separate demand by the contractor for (a) a time extension, (b) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (c) an amount the payment of which is disputed by the local agency.
5. The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.
6. This article applies only to contracts entered into on or after January 1, 1991.
7. For any claim subject to this Agreement, the following requirements apply:
 - a. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.
 - b. (1) For claims of less than fifty thousand dollars (\$50,000), the City shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the City may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the City and the claimant.

- (3) The City's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.
- c. (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the City shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the City may have against the claimant.
- (2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the City and the claimant.
- (3) The City's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.
- d. If the claimant disputes the City's written response, or the City fails to respond within the time prescribed, the claimant may so notify the City, in writing, either within 15 days of receipt of the City's response or within 15 days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.
- e. Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.
- f. This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

The following procedures are established for all civil actions filed to resolve claims subject to this article:

8. Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both

parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

9. (a) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(b) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(c) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.
10. The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.
11. The City shall not fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.
13. In any suit filed under Section 20104.4, the City shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.
14. Pursuant to California Public Contract Code Section 7201, the City may not retain greater than five (5%) percent of contract price.



City of Carpinteria

COUNCIL AGENDA STAFF REPORT January 8, 2024

ITEM FOR COUNCIL CONSIDERATION

Introduction and first reading of Ordinance No. 773, adding Chapter 15.72 (Mandatory Seismic Retrofit Program for Existing Wood-Frame Buildings with Soft, Weak, or Open-Front Walls) to Title 15 (Buildings and Construction) of the Carpinteria Municipal Code regarding building seismic safety.

This ordinance would mandate that owners of soft story structures secure certified engineering reports detailing steps needed to seismically retrofit the first story of the structure to adequately support additional stories, obtain City of Carpinteria building permits to carry out seismic retrofit, and carry out recommended and permitted seismic retrofit within a reasonable time period, enforceable through administrative remedies, property liens and/or misdemeanor charges.

STAFF RECOMMENDATION

Conduct a public hearing; introduce and waive first reading of Ordinance No. 773 (Attachment A), Mandatory Seismic Retrofit Program for Existing Wood-Frame Buildings with Soft, Weak, or Open-Front Walls; and set the ordinance for second reading and adoption for the City Council meeting of February 12, 2024.

Sample Motion: I move to approve and waive first reading of Ordinance No. 773, an Ordinance of the City Council of the City of Carpinteria Adding to Carpinteria Municipal Code Title 15 (Buildings and Construction), Chapter 15.72 Entitled "Mandatory Seismic Retrofit Program for Existing Wood-Frame Buildings with Soft, Weak, or Open-Front Walls"; and, set the ordinance for second reading and adoption for the City Council meeting of February 12, 2024.

(This item requires reading of ordinance title and a roll call vote.)

BACKGROUND

Previous Actions Related to this Retrofit Program

This program previously came to the City Council in 2019 and 2020, but final approval was delayed by the COVID-19 pandemic. Table 1 summarizes previous actions to date.

Table 1 - Summary of Previous Actions

Date	Action
May 13, 2019	City Council directed staff to return with a seismic retrofit program for existing soft story buildings (Item 9, see Attachment D).
January 13, 2020	Item continued to January 27, 2020 (Item 8, see Attachment D).
January 27, 2020	First reading of draft Ordinance No. 737*, Mandatory Seismic Retrofit Program for Existing Wood-Frame Building with Soft, Weak or Open-Front Walls. City Council waived first reading, set the second reading for March 23, 2020, and directed staff to hold a public workshop prior to the second reading (Item 10, see Attachment D).
February 22, 2020	Public workshop held on a Saturday morning at City Hall. After providing a brief presentation, City staff addressed comments and questions from participants.
March 23, 2020	City Council hearing for draft Ordinance No. 737 postponed until further notice due to state of emergency related to COVID-19 pandemic.

**In 2020, the proposed ordinance was numbered Ordinance No. 737. Since it was never adopted, the ordinance number was retired and the currently proposed ordinance is now Ordinance No. 773.*

At the January 27, 2020 City Council meeting, staff was directed to hold a public workshop before bringing the ordinance back to Council for final adoption. As noted in Table 1, a workshop was held on Saturday, February 22, 2020. Approximately 40 people attended, asked questions, and made comments. Workshop participants included representatives from Simpson Strong Tie Co, Inc., a private company and recognized industry leader in construction/seismic retrofitting, and members from Structural Engineers Association of Southern California (SEAOSC), a non-profit organization that stays abreast of current technology and best practices for seismic safety. Thus, various experts from the City and external organizations were available at the workshop to answer technical questions related to structural and seismic retrofits. At the conclusion of the workshop, there were no strong objections to the Program.

In preparation for this revised first reading of the Ordinance, notification letters were mailed to potentially affected owners and tenants on December 15, 2023, and the draft

Ordinance No. 773 ([Attachment A](https://carpinteriaca.gov/city-hall/community-development/building-and-safety/soft-story-building-retrofit-ordinance/)) was made available on the City website at <https://carpinteriaca.gov/city-hall/community-development/building-and-safety/soft-story-building-retrofit-ordinance/>.

Existing Vulnerable Buildings

Buildings that provide resistance to the destructive forces of earthquakes and aftershocks are an essential component of building safety in Southern California. Building Codes are periodically updated in order to provide the necessary structural resiliency and to increase occupant safety.

In 1986, California enacted Senate Bill 547 (codified as Government Code Section 8875 *et seq.*), which required local governments in high seismic areas to inventory unreinforced masonry ("URM") buildings and establish a URM loss reduction program. Pursuant to this legislation, much of the Southern California region, including the City of Carpinteria, was required to develop a URM retrofit program. In 1989, the City passed Ordinance No. 454 which formally declared URMs to be potential hazards and mandated that all URMs be retrofitted, vacated and boarded, or demolished by August 2007. A well-known local building, The Palms Restaurant, is an example of a URM building that was made safer through retrofit due to the mandatory URM retrofit ordinance. Staff believes that all URM buildings within the City have been removed or retrofitted consistent with Ordinance No. 454.

DISCUSSION

Soft-Story Buildings

Although the mandatory URM retrofit program was successful, there are still other categories of vulnerable buildings which exist throughout Southern California, such as "soft-story buildings." Soft-story buildings are wood-frame buildings with more than one story that typically have extensive ground story windows, garage doors, or open-air spaces (such as covered parking areas) with little or no enclosing solid wall(s). These designs result in a relatively soft or weak lateral load-resisting system in the lower story.



Examples of soft-story buildings include mixed use developments with residential units above large glass-fronted commercial ground floors, or residential units located above

carports on the ground level. Soft-story buildings are of particular concern due to inadequate strength and lack of shear walls located at the ground floor. The large openings make the ground floor weaker and less resilient than the stories above, thus making the ground floor more vulnerable to collapse during an earthquake. The 1989 Loma Prieta earthquake in the San Francisco Bay area and the 1994 Northridge earthquake highlighted problems related to soft-story construction practices. Soft-story buildings accounted for significant loss of life and property damage during these earthquakes. Photographic examples of building collapses resulting from earthquake damage to soft-story buildings are provided below.



Most soft-story buildings were constructed between the 1920s and 1970s. Staff has conducted an informal survey and estimates at least 15 soft-story buildings containing approximately 300 residential units exist in Carpinteria. An initial summary of the buildings identified as potential soft-story structures is provided in Table 2.

Table 2 – Preliminary Inventory of Soft Story Buildings in the City of Carpinteria

Number of Buildings in City	Number of Units	Proposed Ordinance Impact
1 three-unit building	3	Exempt
3 four-unit buildings	12	Exempt
1 eight-unit building	8	Applies
4 buildings with 16-24 units	64-96	Applies
4 buildings with 58 units or more	232+	Applies
Total: 14	Total: Approx. 300	

In 1978, California building code standards pertaining to wood construction were strengthened and thus reduced the seismic risk of soft-story buildings built thereafter. While there is currently no state mandate to retrofit soft-story buildings, some jurisdictions such as the cities of Los Angeles, Santa Monica, and San Francisco have implemented local mandatory retrofit programs.

The main tool available to local jurisdictions to reduce the risks associated with these structural vulnerabilities is to adopt an ordinance which mandates the strengthening of soft-story buildings through seismic retrofitting. Both California State Law regulating Building Code adoption and California Health and Safety Code Sections 19101 and

19160 - 19168 authorize local jurisdictions to establish such mandatory seismic retrofit standards, so long as the requirements are justified by local climatic, geological and topographical conditions.

The City has local geological conditions, such as expansive soils and earthquake faults that present unique geophysical hazards and demonstrate the need for such mandatory seismic retrofit standards, including the following:

- Areas with expansive soils and topography that are subject to mudflows, unstable conditions, and liquefaction. Special seismic structural considerations must be in place to provide a reasonable degree of structural integrity for buildings constructed in these areas.
- Earthquake faults which, when active and combined with local liquefaction-prone soil conditions, will impose excessive and unique lateral loads on structures in the City. Special lateral structural design criteria must be implemented to resist loads imposed by such conditions.
- The City is bisected by a major freeway (U.S. Highway 101), which is vulnerable to floods or earthquakes that can result in impassable roads and/or collapsed bridges. Consequently, emergency personnel responding to an event may be unduly impeded or delayed in accomplishing an emergency response. Delayed response can be particularly detrimental for buildings or structures that were designed and constructed prior to 1991 without the benefit of current seismic retrofit work having been performed.

Proposed Ordinance Elements

The proposed Ordinance (Attachment A) contains the following elements:

- Applies to existing buildings of wood-frame construction with soft, weak, and/or open-front wall lines where construction permits were applied for before January 1, 1991.
- Exempts single family residences and multiple-family residential parcels containing four or fewer units.
- Requires owners of applicable buildings to have a structural engineer review the building design and recommend retrofit based on provided Seismic Design Guidelines (Attachment B) and to be reported on the provided Screening Form (Attachment C).
- Gives owners six months from notice to secure a report; two years from notice to provide plans and obtain permits, and five years from notice to complete construction.
- Allows for reasonable time extensions.
- Requires tenants and occupants to be notified of likely duration of construction.

- Specifies retrofit minimum standards which are further articulated in the Seismic Design Guidelines.
- Addresses potential for non-compliance with development standards.
- Details plan requirements which are further articulated in the Seismic Design Guidelines and on the Screening Form.

Potential Impacts on Owners, Tenants and Occupants

- Cost of Retrofit. The cost of retrofitting a soft-story building will vary depending on several factors, including age and condition of the building, number of stories, and existing structural integrity. Although the costs of retrofitting are difficult to estimate, several cities, such as Los Angeles, Santa Monica, West Hollywood, San Francisco and Berkeley have generally estimated retrofit costs as ranging from \$40,000 to \$200,000 per building.

Some resources available to building owners to finance such retrofits include:

- The California Capital Access Program (CalCAP) – Administered by the California Pollution Control Financing Authority (CPCFA), CalCAP's Seismic Safety Financing Program incentivizes private financing for California small businesses and residential property owners (including multi-unit dwellings and registered mobile homes) to finance the costs of seismically retrofitting existing buildings and homes. It offers loss reserve protection to lenders that underwrite the costs of the property improvements. To participate, building owners obtain cost estimates and permits, then reach out to participating lenders. Loans up to \$250,000 can be enrolled for a maximum of 10 years under this CalCAP program.
- California Multifamily Seismic Retrofit Matching Grant Program – Currently under development, this program will offer seismic retrofit grants to building owners of multi-family (5 to 10 units) soft-story apartment and condominium buildings that have not been previously retrofitted. The program is managed by the California Residential Mitigation Program (CRMP).
- Two other CRMP residential earthquake retrofit grant programs, Earthquake Brace + Bolt (up to \$3,000) and Earthquake Soft-Story (up to \$13,000), currently help protect single-family homes in California.
- Tenant Displacement During Repairs. Although it is anticipated that most retrofits can be completed without the need to relocate tenants, it is possible that some retrofits may be so extensive that tenant relocation will be necessary. In those circumstances, the property owner(s) would be solely responsible for making arrangements for tenant relocation and any associated costs in compliance with

CMC Chapter 7.04 (“Just Cause for Termination of Residential Tenancy”) and State Law (e.g., Civil Code, § 1946.2), as applicable.

- Time Period for Completion of Repairs. Because this is not a state-mandated retrofit, the time period for completion of repairs is solely up to the discretion of the City. Staff recommendations for timing are provided in Table 3.

Table 3 - Proposed Time Period for Compliance

Required Action by Owner:	Milestone:
Submit Screening Form (Optional)	6 months from Notice to Owner
Retrofit Plans & Obtain Permit	2 years from Notice to Owner
Complete Construction	5 years from Notice to Owner

- Exemptions to Required Retrofit. Because it is not a state-mandated program, the City has discretion in determining whether to exempt certain structures from the retrofit requirement. Staff recommends single family residences and multiple-family residential parcels containing four or fewer units be exempted from the requirements of this ordinance. This approach would allow the City to address the most vulnerable, highest occupancy structures in the near term.
- Possible Loss of Parking Spaces. Depending upon the design of the retrofit and the existing siting of the building, the required retrofit could result in parking deficiencies. Staff is recommending that the ordinance allow parking reductions to be granted in order to accommodate such retrofits if needed.

Soft-story Retrofit Program Development

As expected in disaster mitigation, most existing programs have been put in place in response to the occurrence of a damaging earthquake. Most of the URM ordinances were enacted in response to a State law that was itself triggered by two deaths in URMs in the 1983 Coalinga earthquake. The Northridge earthquake led to several measures to address soft first-story, non-ductile concrete and steel moment frame buildings. There is a third wave of programs in the last few years that for the first time are not tied to a recent earthquake. Several large cities, San Francisco, Los Angeles, Santa Monica, West Hollywood, Alameda, Berkeley, and Fremont, have taken action, successfully adopting mandatory soft-story retrofit programs with community support, and other jurisdictions have taken notice.

Staff believes it is appropriate to adopt a seismic retrofit program ordinance for soft-story buildings in the city of Carpinteria. The program acknowledges the reality that exists within our region for earthquake preparedness and proactively seeks to strengthen existing older buildings and enhance the security and safety of their occupants. Such a program also seeks to help preserve valuable housing stock in the city where as many as 300 units contained within soft-story buildings are potentially vulnerable.

POLICY CONSISTENCY

General Plan/Coastal Plan

Adoption of local regulations addressing vulnerable buildings and requiring seismic retrofits to soft-story buildings can be found to be consistent with the intent of the following General Plan/Coastal Plan Safety Element Objective and Policy:

Objective S-1: *Minimize the potential risks and reduce the loss of life, property and the economic and social dislocations resulting from fault surface rupture in the planning area, from ground shaking due to an earthquake along a fault in the planning area or in the region, from seismically-induced liquefaction in the planning area, and from seismically-induced tsunamis.*

Policy S-1a: *Seismic design criteria for habitable building structures, including critical facilities, should utilize the maximum credible earthquake calculated for each of the faults mentioned above, as well as the distance from the building site to each fault, to calculate or determine maximum ground acceleration.*

Adopted Housing Element for 2023-2031

The City's adopted Housing Element includes goals and policies addressing the conservation and rehabilitation of existing housing stock. The mandate for seismic retrofits to soft-story buildings can be found to be consistent with the intent of the following goals and policies:

PROGRAM CATEGORY #4 - Conserve and Improve the Condition of the Existing Stock of Affordable Housing

Goals

- Conserve existing housing important to the community such as rental apartments, mobile home parks and other affordable housing units.
- Maintain the affordability of existing and future affordable housing developments.
- Attain a housing supply free from substandard and deteriorated housing conditions.

Policies

- *Maintenance and Repair:* Promote the maintenance and repair of owner-occupied and rental housing to prevent deterioration within the City.
- *Housing Rehabilitation:* Facilitate the rehabilitation of substandard and deteriorated housing where feasible.
- *CDBG Rehabilitation:* Facilitate the allocation of CDBG funds to multi-family rehabilitation programs and retrofitting of existing housing.

City of Carpinteria Ordinance No. 454

Following Ordinance No. 454 adopted by the City Council in 1989 addressing potentially hazardous unreinforced masonry buildings, this current Ordinance No. 773 addresses potentially hazardous soft-story buildings. Staff will continue to monitor the status of all vulnerable buildings and bring forward plans to address them as they are identified.

State Health and Safety Code

Within Section 19160 of the California Health & Safety Code, the State Legislature declared that because of the generally acknowledged fact that California will experience moderate to severe earthquakes in the foreseeable future, increased efforts to reduce earthquake hazards should be encouraged and supported. California Health and Safety Code Section 19161 authorizes each city, city and county, or county to assess the earthquake hazard in its jurisdiction and to identify buildings that are potentially hazardous to life in the event of an earthquake. Health and Safety Code Section 19162 authorizes the governing body of any city, city and county, or county to establish by ordinance seismic retrofit standards for these buildings.

California Environmental Quality Act (CEQA)

The proposed amendment is exempt from CEQA pursuant to CEQA Guidelines Sections 15301 and 15302. Class 1 (Section 15301 – Existing Facilities) provides an exemption for repair, maintenance, or minor alteration of existing public or private structures involving negligible or no expansion of use. Under the proposed regulations, there would be no expansion of use, as the required retrofits would be limited effecting minimal alterations to the building intended to enhance structural integrity. Class 2 (Section 15302 – Replacement or Reconstruction) provides for replacement or reconstruction of existing structures and facilities where the new structures will be located on the same site as the structures replaced and will have substantially the same purpose and capacity as the structures replaced. Staff has determined that no unusual circumstances or other exceptions set forth in CEQA Guidelines Section 15300.2 preclude use of the section 15301 and 15302 categorical exemptions.

FINANCIAL CONSIDERATIONS

The proposed ordinance amendment will likely result in some cost to the City of an indeterminate amount. The cost of plan review and inspections will be fully recovered through plan check and building permit fees. However, the City will likely subsidize the staff costs for administering the program.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

The proposed ordinance has been reviewed and drafted in consultation with the City Attorney's office. The ordinance, if adopted, contains administrative remedies available to the City in the event of a failure to comply by affected property owners.

OPTIONS

The Council may choose to:

1. Introduce and waive the first reading of Ordinance No. 773, Mandatory Seismic Retrofit Program for Existing Wood-Frame Buildings with Soft, Weak, or Open-Front Walls; and set the ordinance for second reading and adoption at the City Council meeting of February 12, 2024 (staff recommendation);
2. Take no action, or elect not to adopt Ordinance No. 773; or
3. Elect not to adopt Ordinance No. 773 as presented, and request staff come back with specified changes prior to adoption.

PRINCIPAL PARTIES EXPECTED AT MEETING

Affected property owners of soft-story buildings
Building industry tradespeople
Housing advocates

ATTACHMENTS

- | | |
|---------------------|--|
| <u>Attachment A</u> | Ordinance No. 773, an Ordinance of the Carpinteria City Council adding to the Carpinteria Municipal Code Title 15, Chapter 15.72 entitled "Mandatory Seismic Retrofit Program for Existing Wood-Frame Buildings with Soft, Weak or Open-Front Walls" |
| <u>Attachment B</u> | Proposed Seismic Design Guidelines |
| <u>Attachment C</u> | Proposed Screening Form |
| <u>Attachment D</u> | Previous City Council Meeting Minutes |

Staff contact: Dan Chepley, Building Inspector/Plans Examiner
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 FOR DAN CHEPLEY

Signature

Reviewed by: Nick Bobroff, Director
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_____
Signature

Reviewed by: Michael Ramirez, City Manager
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_____
Signature

Attachment A

Proposed Ordinance No. 773

An Ordinance of the Carpinteria City Council adding Carpinteria
Municipal Code Title 15, Chapter 15.72 entitled "Mandatory
Seismic Retrofit Program for Existing Wood-Frame Buildings
with Soft, Weak or Open-Front Walls"

Seismic Retrofitting of Soft-Story Buildings
January 8, 2024 City Council Meeting

ORDINANCE NO. 773

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA ADDING TO CARPINTERIA MUNICIPAL CODE TITLE 15 (BUILDINGS AND CONSTRUCTION), CHAPTER 15.72 ENTITLED “MANDATORY SEISMIC RETROFIT PROGRAM FOR EXISTING WOOD-FRAME BUILDINGS WITH SOFT, WEAK OR OPEN-FRONT WALLS”

WHEREAS, pursuant to Section 19160 of the California Health & Safety Code, the State Legislature declared that because of the generally acknowledged fact that California will experience moderate to severe earthquakes in the foreseeable future, increased efforts to reduce earthquake hazards should be encouraged and supported. California Health and Safety Code Section 19161 authorizes each city, city and county, or county to assess the earthquake hazard in its jurisdiction and to identify buildings that are potentially hazardous to life in the event of an earthquake. Health and Safety Code Section 19162 authorizes the governing body of any city, city and county, or county to establish by ordinance seismic retrofit standards for these buildings; and

WHEREAS, among the potentially hazardous buildings identified in Health and Safety Code Section 19161 are wood-frame, multi-unit residential buildings constructed before January 1, 1991 having soft, weak or open front wall lines (a “soft-story condition”). In California, significant changes were made to State laws between 1978 and 1991 to address seismic hazards; however, after the 1994 Northridge earthquake, programs to analyze and retrofit soft-story conditions began. These conditions generally arise in a building because the first story has perimeter walls that have large openings for garage doors or windows, has few interior partitions, and/or is constructed of materials that have deteriorated over time; and

WHEREAS, in enacting Health and Safety Code Section 19160 *et seq.*, the State Legislature found that residential buildings with a soft-story condition are particularly vulnerable to severe damage and collapse. Their collapse can ignite fires that threaten trapped occupants and neighboring buildings in the event of an earthquake and could complicate emergency response. In addition, these buildings are an important component of the State's housing stock that are in jeopardy of being lost in the event of a major earthquake. Soft-story residential buildings were responsible for 7,700 of the 16,000 housing units rendered uninhabitable by the 1989 Loma Prieta earthquake and over 34,000 of the housing units rendered uninhabitable by the 1994 Northridge earthquake; and

WHEREAS, in subsections (l) and (n) of Health and Safety Code Section 19160, the Seismic Safety Commission recommended to the State Legislature that any mandatory mitigation programs adopted significantly reduce unacceptable hazards in buildings by 2020 and the Legislature stated its intent that local jurisdictions be encouraged to address the seismic safety of soft-story residential buildings and to initiate efforts to reduce the seismic risk in these vulnerable buildings; and

WHEREAS, Health and Safety Code Section 17958.5 authorizes the City to make changes or modifications to the California Building Standards Code when reasonably necessary because of local climatic, geological or topographical conditions; and

WHEREAS, proposed soft story Ordinance No. 773 is reasonably necessary because of local climatic, geological or topographical conditions that exist within the City of Carpinteria, which include but are not limited to: earthquake faults, potential for liquefaction, potential for flooding, expansive soils and topography with potential for mudflows. Further, localized earthquakes may occur in areas with liquefaction-prone soil conditions to impose excessive and unique lateral loads on structures in the City; and

WHEREAS, the City's unique geological and topographical conditions, including but not limited to its proximity to a seismically active region of California with onshore and offshore faults and Quaternary age alluvium, colluvium, eolian and beach deposits, call for special lateral structural design criteria to be implemented to provide a reasonable degree of structural integrity for buildings; and

WHEREAS, consistent with the City of Carpinteria's certified General Plan/Local Coastal Plan Objective S-1, the City aims to, "Minimize the potential risks and reduce the loss of life, property, and the economic and social dislocations resulting from fault surface rupture in the planning area, from ground shaking due to an earthquake along a fault in the planning area or in the region, from seismically-induced liquefaction in the planning area, and from seismically-induced tsunamis"; and

WHEREAS, Program Category 4 of the City's adopted Housing Element includes goals and policies that call for conserving and rehabilitating existing housing stock important to the community such as rental apartments, and attaining a housing supply free from substandard and deteriorated housing conditions; and

WHEREAS, the City Council originally initiated, at a duly noticed public hearing on May 13, 2019, the amendment to Carpinteria Municipal Code Chapter 15.70 – BUILDING SEISMIC SAFETY concerning vulnerable buildings and seismic retrofitting of soft-story buildings. On January 27, 2020, the City Council subsequently considered draft Ordinance 737 (Mandatory Seismic Retrofit Program for Existing Wood-Frame Buildings with Soft, Weak or Open-Front Walls) and voted (4-1-0) to waive the first reading, set the second reading for March 23, 2020, and have the City conduct a workshop; and

WHEREAS, the City noticed and held a public workshop on Saturday, February 22, 2020, to present detailed information related to soft-story retrofits and the potential requirements of draft Ordinance 737. Approximately 40 people attended the workshop, including tenants and owners of identified soft-story buildings as well as experienced contractors who provide retrofit services. The workshop concluded after all participants had an opportunity to ask questions and provide comments; and

WHEREAS, the City Council canceled the second reading of Ordinance 737 on March 23, 2020, due to the state of emergency related to the COVID-19 pandemic. In March of 2021, ordinance number "737" was retired and the Mandatory Seismic Retrofit

Program for Existing Wood-Frame Buildings with Soft, Weak or Open-Front Walls was placed on hold; and

WHEREAS, in December of 2023 the City revised the Mandatory Seismic Retrofit Program for Existing Wood-Frame Buildings with Soft, Weak or Open-Front Walls that was placed on hold and mailed notices to tenants and owners of identified soft-story buildings on December 15, 2023 informing them of the revised first reading of soft story Ordinance No. 773 by the City Council; and

WHEREAS, the City Council finds that proposed soft story Ordinance No. 773 shall require retrofit of existing buildings consistent with a nationally recognized model code or substantially equivalent standards in accordance with subdivision (b) of Health and Safety Code Section 19163; and

WHEREAS, the City Council finds that it is in the interest of the orderly development of the City and important to the preservation of the health, safety, and general welfare of the residents of the City, to adopt an ordinance adding Chapter 15.72 ("Mandatory Seismic Retrofit Program for Existing Wood-Frame Buildings with Soft, Weak or Open-Front Walls") to Title 15 (Buildings and Construction) of the Carpinteria Municipal Code ("CMC") to address existing buildings that are particularly vulnerable to seismic-induced hazards..

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 OF TITLE 15 OF CARPINTERIA MUNICIPAL CODE

Title 15, "Buildings and Construction," of the Carpinteria Municipal Code is hereby amended by the addition of a new chapter, Chapter 15.72, to read as follows:

"Chapter 15.72

**Mandatory Seismic Retrofit Program For Existing Wood-Frame Buildings With Soft,
Weak Or Open-Front Walls**

Sections:

- 15.72.010 Purpose.
- 15.72.020 Applicability.
- 15.72.030 Definitions.
- 15.72.040 Compliance Requirements.
- 15.72.050 Time Period for Compliance.
- 15.72.060 Administration.

- 15.72.070 Occupancy and Tenant Advisory.
- 15.72.080 Historical Buildings.
- 15.72.090 Minimum Standards.
- 15.72.100 Compliance with Development Standards.
- 15.72.110 Information Required On Plans.
- 15.72.120 Quality Assurance.
- 15.72.130 Violation/Penalty.

15.72.010 Purpose.

The provisions of this Chapter are intended to promote the public health, welfare and safety by reducing the risk of death or injury that may result from the effects of earthquakes on existing wood-frame multi-story buildings with Soft, Weak or Open-Front Walls. Generally, this type of structure consists of partial tuck-under parking on the first floor level with living space in the floors above. In past earthquakes, many of these types of structures have performed poorly and collapsed causing loss of life, personal injury, and substantial property damage. This Chapter creates minimum standards intended to reduce the risk of collapse and improve the performance of these buildings during earthquakes, facilitate post-earthquake emergency response, minimize displacement during retrofits and reduce economic impacts of a damaging earthquake, but not necessarily prevent the loss of life, injury and damage to property.

15.72.020 Applicability.

- A. The provisions of this Chapter shall apply to all existing buildings of wood-frame construction, or wood-frame portions thereof, where:
 - 1. A permit for construction of a new building was applied for before January 1, 1991, or the building was designed based on an adopted version of the 1985 or earlier edition of the Uniform Building Code and contains five (5) or more dwelling units and have a wood frame target story. If no permit can be located, the structure is determined by the Building Official to have been built under Building Code standards enacted prior to January 1, 1991, and
 - 2. The ground floor or basement portion of the structure contains parking or other similar open floor space that causes soft, weak, and/or open-front wall lines.
- B. Exceptions. The provisions of this Chapter shall not apply to:
 - 1. Single family residences.
 - 2. Multiple-family residential parcel containing four (4) or fewer units.
 - 3. Ground floor or basement concrete podium levels where a rigid concrete diaphragm exists, however the first wood-frame story above the podium shall be subject to the provisions of this chapter where soft, weak, or open-front walls exist.

- C. Notwithstanding any provision of the Building Code, compliance with this Chapter shall not require existing electrical, plumbing, mechanical or fire-safety systems to be altered to comply with the current Building Code unless they constitute a hazard to life or property as determined by the Building Official.

15.72.030 Definitions.

Notwithstanding the applicable definitions, symbols and notations in the Building Code, the following definitions shall apply for the purposes of this Chapter:

1. BUILDING CODE. The current Building Code of the City of Carpinteria.
2. CRIPPLE WALL. A wood-framed stud wall extending from the top of the foundation wall to the underside of the lowest floor framing.
3. GROUND FLOOR. Any floor within the wood-frame portion of a building whose elevation is immediately accessible from an adjacent grade by vehicles or pedestrians. The ground floor portion of the structure does not include any floor that is completely below adjacent grades.
4. HISTORICAL BUILDING. Any building designated as a "qualified historical building" as defined in Part 8, Title 24 of the California Code of Regulations (also referred to as the "California Historical Building Code").
5. NOTICE TO OWNER. The letter sent by the City to Owner, via certified mail to the address on title of the property, which advises Owner of the retrofit requirement.
6. OPEN-FRONT WALL LINE. An exterior Wall Line, without vertical elements of the lateral force-resisting system, which requires tributary seismic forces to be resisted by diaphragm rotation or contains an excessive cantilever beyond parallel lines of shear walls. Diaphragms that cantilever more than 25 percent of the distance between lines of lateral force resisting elements from which the diaphragm cantilevers shall be considered excessive. Diaphragm cantilevers or exterior balconies of 6 feet or less in width shall not be considered excessive cantilevers.
7. OWNER OR BUILDING OWNER. The individual(s), firm, corporation, trust or entity in whom the title to such property is vested.
8. PERSON. An individual, partnership, corporation, association, or any other entity.
9. RETROFIT. An improvement of the lateral force resisting system by alteration of existing structural elements or addition of new structural elements.
10. CITY SEISMIC DESIGN GUIDELINES. Framework guidelines developed by the City's Building Official which are intended to calibrate, delineate, and detail technical requirements to be used for the retrofitting of buildings subject to this Chapter.
11. SOFT WALL LINE. A deficiency in a Wall Line in which the lateral stiffness is less than what is required by story drift limitations and deformation compatibility requirements of this Chapter. In lieu of the engineering analysis required by this

Chapter to determine whether a wall line's lateral stiffness is less than the aforementioned story drift limitations and deformation compatibility requirements, a Soft Wall Line deficiency may be defined as a Wall Line in a Story where the wall stiffness is less than 70 percent of the stiffness of the exterior wall above for the direction under consideration.

12. STORY. As defined in the Building Code, but also includes any basement or underfloor space of a building with Cripple Walls exceeding four feet in height.
13. STORY STRENGTH. The total strength of all seismic-resisting elements sharing the same Story shear in the direction under consideration.
14. WALL LINE. Any length of a wall along a principal axis of the building used to provide resistance to lateral loads.
15. WEAK WALL LINE. A deficiency of a Wall Line at the Ground Floor in which the wall strength is less than 80 percent of the strength of the wall above in the direction under consideration.

15.72.040 Compliance Requirements.

The Owner of each building subject to the provisions of this Chapter shall cause an investigation of the existing construction and a structural analysis to be performed on the building by a Registered Civil or Structural Engineer or Architect licensed in the State of California and if the building does not meet the minimum standards specified in this Chapter, the Owner shall cause it to be structurally altered to conform to such standards.

Each applicable building within the scope of this Chapter which has been analyzed to demonstrate compliance or has been structurally altered to comply with the minimum standards in this Chapter shall be maintained in conformity with the requirements of this Chapter in effect at the time of structural alteration.

15.72.050 Time Period for Compliance.

- A. Plan, Permits and Construction. Each building within the scope of this Chapter shall be structurally altered to comply with the minimum standards in this Chapter within the time periods shown in Table A. Minimum plan requirements shall be as specified by the Building Official.
- B. Screening Form. Within the time limits allowed in Table A, if the Owner of any building believes he/she is not subject to the provisions of this Chapter, Owner shall submit a screening form to the Building and Safety Division. The Screening Form shall be completed by a California-licensed civil or structural engineer or architect, and shall state whether the structure conforms to the earthquake design provisions contained in this Chapter. Retrofit of said building shall not be required if the Screening Form determines that the structure conforms with the earthquake design provisions of this Chapter, as determined by the Building Official. Retrofit of said building shall be required if Owner fails to submit the Screening Form within the time limit specified in Table A or if the Screening Form determines that the structure does

not conform to the design requirements of this Chapter. The requirement for said retrofit is not appealable if the Screening Form states that the structure does not conform to the earthquake design provisions contained in this Chapter.

TABLE A: TIME PERIOD FOR COMPLIANCE

Required Action by Owner:	Milestone:
Submit Screening Form	6 months from Notice to Owner
Retrofit Plans & Obtain Permit	2 years from Notice to Owner
Complete Construction	5 years from Notice to Owner

15.72.060 Administration.

- A. Issuance of Notice to Owner. The Building Official shall issue a Notice to Owner as provided in this Section to the Owner of each building that is expected to be within the scope of this Chapter.
- B. Contents of Notice to Owner. The Notice to Owner shall be addressed to the Owner as shown on the last equalized Santa Barbara County assessment roll of the building. The Notice to Owner shall specify that the building has been determined by the Building Official to be within the scope of this Chapter and, therefore, is required to meet the standards of this Chapter.
- C. Service of Notice to Owner. Proper service of a Notice to Owner shall be sent by certified mail, postage prepaid, return receipt requested. Simultaneously, the same notice may be sent by regular mail. If a notice sent by certified mail is returned unsigned, then service shall be deemed effective pursuant to regular mail, provided the notice that was sent by regular mail is not returned. The designated period within which the Owner is required to comply with such Notice to Owner shall begin as of the date Notice to Owner is mailed via certified mail/regular mail.
- D. Failure to Receive Notice to Owner. Failure of any Owner or other interested person to receive such Notice to Owner shall not affect the validity of any proceeding taken thereunder.
- E. Extensions. With the exception of the period to submit the Screening Form, the Owner may request an extension of time for compliance with the timelines set forth in Table A of Section 15.72.050. The Owner has the burden of proof to establish with substantial evidence that he or she is unable to comply within the time required by this Section due to circumstances beyond the control of the Owner or permittee. The written request must demonstrate that:
 - 1. Due to circumstances beyond the Owner's or permittee's control, compliance with the requirements of this Chapter could not be commenced, continued or completed in the authorized time period; or
 - 2. If construction has started, substantial progress has been made and/or the condition of the property presents no health or safety hazard; or
 - 3. Significant financial hardship related to the cost of the required work would make it infeasible to complete the construction within the required timeline; or

4. The delay would prevent or minimize displacement of a tenant; or
5. The continued delay will not create any unreasonable aesthetic impact to the neighborhood or substantial economic detriment to the neighboring property owners; or
6. Due to unforeseen conditions, as deemed appropriate by the Building Official, construction could not be commenced, continued or completed in the authorized time period.

The Owner must also provide documentation supporting the request, a new proposed schedule for compliance, and plan to comply with the provisions of this Chapter during that timeframe. The Building Official has discretion to extend the time for action by the permittee for a period not exceeding six calendar months.

- F. The Building Official is responsible for administration of this Chapter and may promulgate administrative rules and policies consistent with this Chapter.

15.72.070 Occupancy and Tenant Advisory.

Notification to Tenants and Occupants. The Owner shall advise all current and prospective residential and non-residential tenants, subtenants, lessees, sublessees, or any other person(s) entitled to the use and/or occupancy of the building of a proposed project submitted pursuant to this Chapter. The notice shall be on a City-approved notice form and shall include the information for the project, including the scope of work, expected duration, and contact information for a representative of the contractor. In the event the work requires eviction of residential tenants, the Owner shall comply with the notice and relocation assistance requirements in Carpinteria Municipal Code Chapter 7.04 and applicable State law. Proof of written notification is required to be kept by the Owner and made available to the City upon request at any time until such permit is final and construction is completed.

15.72.080 Historical Buildings.

Nothing in this chapter shall exempt historic buildings from any requirements and standards currently in effect in the California Building Code, or at the discretion of the Owner, in the California Historical Building Code.

15.72.090 Minimum Standards.

- A. Scope of Analysis. This Chapter requires the alteration, repair, replacement or addition of structural elements to meet minimum structural integrity requirements in conformance with the Building Code except as modified herein. The lateral-load-path analysis shall include the resisting elements and connections from the wood diaphragm immediately above any Soft, Weak or Open-Front Wall lines to and including the foundation. Stories above the Weak Wall Line shall be considered in the analysis but need not be modified. The Engineer shall investigate existing conditions as applicable for the required analysis, including performing initial material testing and verification of existing conditions.

- B. Design Base Shear and Design Parameters. The design force in a given direction shall not be less than 75% of that derived from the Base Shear as determined from the seismic provisions of the American Society of Civil Engineers (ASCE) standards that are currently in effect, with design parameters as specified by the current City Seismic Design Guidelines. The structure shall be analyzed and/or strengthened in order to mitigate the Weak and/or Soft Wall Line deficiencies defined in Section 15.72.030.

Exception: Alternatively, the structure may be retrofitted per the currently adopted Guidelines for the Seismic Retrofit of Existing Buildings in the California Existing Building Code, provided the entire Story is analyzed and/or strengthened in order to mitigate the Weak and/or Soft Wall Line deficiencies defined in Section 15.72.030.

- C. Lateral Vertical Systems. Strengthening systems with concrete walls or masonry walls, or steel braced frames shall not be permitted unless a full building analysis considering diaphragm stiffness and torsional behavior is performed.
- D. Horizontal Structural Irregularities in Buildings with Three or More Stories. Structures with three or more stories having horizontal structural irregularities of either type 2, 3, 4, or 5 listed in the currently adopted American Society of Civil Engineers (ASCE) standards, "Horizontal Structural Irregularities", shall be altered to meet the additional requirements of those sections referenced in the table for the Weak, Soft or Open-Front Wall lines being considered.
- E. Alternate Analysis, Base Shear and Design Parameters. The Building Official may approve alternate analysis and/or design methodologies that meet the same performance intent as those prescribed by this Chapter and that achieve the objectives established by this Chapter. An alternate design criteria shall be submitted to the City for review and approval prior to submission of plans.
- F. Additional Anchorage Requirements for Buildings on Hillsides. Where any portion of a building within the scope of this Chapter is constructed on or into a slope steeper than one-unit vertical in three units horizontal (33-percent slope), the lateral-force-resisting system, at and below the base level diaphragm, shall also be analyzed for the effects of concentrated lateral loads caused at the building base from the hillside conditions and comply with the provisions of the City Seismic Design Guidelines.
- G. Story Line Drift Limitations. The story drift at the strengthened line shall not exceed the allowable deformation as specified in the City Seismic Design Guidelines.
- H. Pole Structures. The effects of rotation and soil stiffness shall be included in the calculated story drift where lateral loads are resisted by vertical elements whose required depth of embedment is determined by pole formulas. The coefficient of subgrade reaction used in deflection calculations shall be based on an approved geotechnical investigation conducted in accordance with approved geotechnical engineering reports.
- I. P-Delta Effect. P-Delta effects shall be considered as specified in the City Seismic Design Guidelines.
- J. Ties, Continuity and Collectors. All parts of the structure included in the scope of analysis shall be interconnected and the connection shall be capable of resisting the

seismic force created by the parts being connected as required per the Building Code.

15.72.100 Non-Compliance with Development Standards

Notwithstanding any other provisions of this Code to the contrary, approved retrofits that result in deviations from development standards including parking standards may be permitted. All deviations shall be approved by the Community Development Director and the Building Official.

15.72.110 Information Required On Plans.

- A. General. The plans and specifications required by the Building Official shall be of sufficient clarity to indicate the nature, design methodology, and extent of the proposed work and to show in detail that it will conform to the provisions of this Chapter and the Building Code.
- B. Engineer's Statement. The responsible engineer shall provide the following statement on the approved plans:

"I am responsible for designing this building's seismic strengthening in compliance with the minimum standards of the Mandatory Seismic Strengthening Provisions for Existing Wood-Frame Buildings with Soft, Weak or Open-Front Walls (CMC Chapter 15.72)."
- C. Owner or Owner's Representative Statement. Unless the entire building has been retrofitted to meet the full intent of the current Building Code, the Owner shall provide and sign the following statement on the cover of the drawings:

"I, [Owner Name(s)], understand the seismic evaluation and strengthening performed under this project is limited to that specified in the Mandatory Seismic Strengthening Provisions for Existing Wood-Frame Buildings with Soft, Weak or Open-Front Walls (CMC Chapter 15.72) which is intended to reduce the risk under a seismic event. I understand the entire building has not been evaluated nor strengthened for other potential structural deficiencies that may cause a life safety concern, injury, or property damage risk under a seismic event."
- D. Quality Control and Assurance Requirements. General notes shall show the requirements for material testing, special inspection, structural observation and the proper installation of newly added materials.

15.72.120 Quality Assurance.

- A. Structural Observation. All structures regulated by this Chapter require structural observation during construction. The Owner shall employ a State-licensed Architect, Engineer of Record responsible for the structural design, or another registered Engineer designated by the Engineer of Record to perform structural observation as defined in the Building Code.

- B. Special Inspection. Special inspections shall be provided as required by the Building Code. Additional inspections shall be noted on drawings as required by Building Official.

15.72.130 Violation/Penalty.

- A. Violation. It shall be unlawful for any person to own or maintain any building or structure or portion thereof, or cause the same to be done, contrary to, or in violation of, any of the provisions of this Chapter. A building that is found to be within the scope of this Chapter and is not brought into compliance in the time frame indicated in Table A shall be declared unsafe and subject to the requirements of the currently adopted Building Code, and this Chapter.
- B. Penalty. Any person, firm or corporation violating any of the provisions of this Chapter shall be guilty of a misdemeanor, and each such person shall be guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this Chapter is committed, continued or permitted, and upon conviction of any such violation such person shall be punishable by a fine of not more than \$1,000, (one thousand dollars) or by imprisonment for not more than six months, or by both such fine and imprisonment. The provisions of this section are in addition to and independent of any other sanctions, penalties or costs which are or may be imposed for a violation of any of the provisions of this Chapter.
- C. Recordation of Violation. If (A) the Building Official determines that any property, building, or structure, or any part thereof is in violation of any provision of this Chapter; and if (B) the Building Official gives written notice as specified below of said violation; then the Building Official may have sole discretion to, at any time thereafter, record with the County Recorder's Office a notice that the property and/or any building or structure located thereon is in violation of this Chapter. The remedy provided by this section is cumulative to any other enforcement actions permitted by this Chapter.
- D. Notice. The written notice given pursuant to this Section shall indicate:
1. The nature of the violation(s); and
 2. That if the violation is not remedied to the satisfaction of the Building Official, the Building Official may, at any time thereafter, record with the County Recorder's Office a notice that the property and/or any building or structure located thereon is in violation of this Chapter. The notice shall be posted on the property and shall be mailed to the Owner of the property as indicated on the last equalized County Assessment roll. The mailed notice may be by registered, certified, or first-class mail.
- E. Costs. Any person that has violated any provision of this Chapter shall be responsible for the costs of any and all Code Enforcement actions taken by the Building Official in response to such violations. These costs shall be based on the amounts specified by the current fee schedule.

SECTION 3. California Environmental Quality Act.

The City Council determines that this Ordinance is exempt from review under the California Environmental Quality Act (California Public Resources Code Sections 21000 *et seq.*, "CEQA") under CEQA Guidelines (14 California Code of Regulations Section 15000 *et seq.*) Section 15301 (Class 1 "Existing Facilities"). Class 1 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. Under the proposed regulations there would be no expansion of use, as the required retrofits would be limited to enhancing structural integrity. Class 2 (Section 15302 -- Replacement or Reconstruction) provides for replacement or reconstruction of existing structures and facilities where the new structures will be located on the same site as the structures replaced and will have substantially the same purpose and capacity as the structures replaced. No unusual circumstances or other exceptions set forth in CEQA Guidelines Section 15300.2 preclude use of the Sections 15301 and 15302 categorical exemptions.

SECTION 4. Severability.

If any part of this Ordinance is deemed invalid by a court of competent jurisdiction, the City Council intends that said invalidated part is severable and that such decision will not affect the validity of the remaining portions of this Ordinance, which shall remain in full force and effect.

SECTION 5: Effective Date.

This ordinance will take effect 30 days from its final passage and adoption.

PASSED, APPROVED AND ADOPTED on _____, 2024, 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, 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 on

_____.

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

APPROVED AS TO FORM:

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

Attachment B

Seismic Design Guidelines

For Existing Wood-Frame Buildings with Soft, Weak,
or Open-Front Walls

Seismic Retrofitting of Soft-Story Buildings
January 8, 2024 City Council Meeting



CITY OF CARPINTERIA

COMMUNITY DEVELOPMENT DEPARTMENT, BUILDING & SAFETY

5775 Carpinteria Ave., Carpinteria, CA 93013

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<https://carpinteriaca.gov>

SEISMIC DESIGN GUIDELINES

FOR EXISTING WOOD-FRAME BUILDINGS WITH SOFT, WEAK OR OPEN-FRONT WALLS

Introduction

The purpose of the City Seismic Design Guidelines is to provide additional information and clarification to Civil or Structural Engineers in order to comply with Chapter 15.72 of the City of Carpinteria Municipal Code, the Mandatory Seismic Retrofit Program for Existing Wood-Frame Buildings with Soft, Weak or Open-Front Walls. Additional information can be found at: <http://carpinteriaca.gov>

Definitions

- **BUILDING CODE.** The current Building Code of the City of Carpinteria.
- **CRIPPLE WALL.** A wood-framed stud wall extending from the top of the foundation wall to the underside of the lowest floor framing.
- **GROUND FLOOR.** Any floor within the wood-frame portion of a building whose elevation is immediately accessible from an adjacent grade by vehicles or pedestrians. The ground floor portion of the structure does not include any floor that is completely below adjacent grades.
- **HISTORICAL BUILDING.** Any building designated as a "qualified historical building" as defined in Part 8, Title 24 of the California Code of Regulations (also referred to as the "California Historical Building Code").
- **NOTICE TO OWNER.** The letter sent by the City to Owner, via certified mail to the address on title of the property, which advises Owner of the retrofit requirement.
- **OPEN-FRONT WALL LINE.** An exterior Wall Line, without vertical elements of the lateral force-resisting system, which requires tributary seismic forces to be resisted by diaphragm rotation or contains an excessive cantilever beyond parallel lines of shear walls. Diaphragms that cantilever more than 25 percent of the distance between lines of lateral force resisting elements from which the diaphragm cantilevers shall be considered excessive. Diaphragm cantilevers or exterior balconies of 6 feet or less in width shall not be considered excessive cantilevers.
- **OWNER OR BUILDING OWNER.** The individual(s), firm, corporation, trust or entity in whom the title to such property is vested.
- **PERSON.** An individual, partnership, corporation or association of any of the foregoing.
- **RETROFIT.** An improvement of the lateral force resisting system by alteration of existing structural elements or addition of new structural elements.
- **CITY SEISMIC DESIGN GUIDELINES.** Framework guidelines developed by the Building Official which are intended to calibrate, delineate, and detail technical requirements to be used for the retrofitting of buildings subject to this Chapter.
- **SOFT WALL LINE.** A deficiency in a Wall Line in which the lateral stiffness is less than what is required by story drift limitations and deformation compatibility requirements of this Chapter. In lieu of the engineering analysis required by this Chapter to determine whether a wall line's lateral stiffness is less than the aforementioned story drift limitations and deformation compatibility requirements, a Soft Wall Line deficiency may be defined as a Wall Line in a Story where the wall stiffness is less than 70 percent of the stiffness of the exterior wall above for the direction under consideration.
- **STORY.** As defined in the Building Code, but includes any basement or underfloor space of a building with Cripple Walls exceeding four feet in height.
- **STORY STRENGTH.** The total strength of all seismic-resisting elements sharing the same Story shear in the direction under consideration.
- **WALL LINE.** Any length of a wall along a principal axis of the building used to provide resistance to lateral loads.
- **WEAK WALL LINE.** A deficiency of a Wall Line at the Ground Floor in which the wall strength is less than 80 percent of the strength of the wall above in the direction under consideration.



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SEISMIC DESIGN GUIDELINES

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Retrofit Scope

The intent of ordinance is to reduce the risk of full or partial collapse in multi-story wood building containing exterior Soft, Weak, or Open-Front Walls (SWOF) lines. The ordinance therefore mandates the evaluation and possible strengthening of exterior SWOF lines around the building. The City has identified buildings that typically contain these SWOF lines. The minimum strengthening required to meet the intent of the ordinance is as follows:

- Where needed, evaluate and strengthen the soft, weak, and open-front wall lines by providing new lateral force resisting system(s). The connections to the floor diaphragm directly above the new lateral force resisting system(s) and the foundation of the new system must be included in the design. Where existing diaphragms ratios exceed 3:1, the existing diaphragm should be shown to be adequate, strengthened if needed or new lateral force resisting lines should be added.
- The first page of the retrofit drawings shall include a statement that clearly identifies the scope, design criteria, and extent of the retrofit.

Design Methods

The retrofit shall meet the strength and stiffness prescribed herein including the following considerations:

- The lateral-load-path analysis shall include the resisting elements and connections from the wood-frame diaphragm immediately above any soft, weak, or open wall lines and down to the foundation.
- Stories above the weak wall line shall be considered in the analysis but need not be modified.
- Wall lines along parking or similar open space shall be evaluated to determine the soft, weak, or open-front wall lines.
- Weakening the existing lateral force resisting system above the weak line shall not be permitted as a form of meeting the ordinance.

Analysis & Design Parameters

- **Building Design Base Shear.** The minimum design base shear for buildings, including Historical buildings, shall be 75 percent of the value specified in ASCE 7-10 Section 12.8.1.
- **Response Modification Factor, R.** The value of R shall be per ASCE 7-10 Table 12.2-however, the value of R used in any direction shall not exceed the value at any story above, in the same direction per ASCE 7-10, 12.2.3.1.

Exceptions:

- R need not be less than 3.5, provided the lateral force resisting system R Value as listed in ASCE 7-10, Table 12.2-1 are not less than 3.5.
- R values greater than 3.5 shall meet the following requirements:
 - i. Retrofit shall mitigate the soft or weak wall line as defined in the ordinance.
 - ii. The design professional shall perform additional investigation on the walls above the new system to prove the existing materials and details meet the requirements of ASCE 7-10, Table 12.2-1 for the proposed R value. Investigation shall be documented and submitted to the Building Official for review and approval.



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SEISMIC DESIGN GUIDELINES

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- **Seismic Weight.** Following loads shall be considered as the minimum unless shown otherwise:
 - 10 psf for partition loads per ASCE 7-10 Chapter 12
 - 15 psf minimum roof dead load or provide detailed dead load calculation
 - 15 psf (+8 psf for stucco soffit cover in parking area as applicable) minimum floor dead load or provide detailed dead load calculation
 - 15 psf exterior wall weight, per sf of wall, or provide detailed exterior wall dead load calculations
 - +15 psf for floor dead load due to existing concrete topping, if applicable
 - +5 psf for existing solar panels on the roof as applicable
- **Redundancy Factor, p .** p shall be 1.3 unless the criteria in ASCE 7-10 Section 12.3.4.2 is met for the line being strengthened. For drift calculation, members, and connection design loads using overstrength factor, p shall be 1.0.
- **Importance Factor** shall be equal to 1.0 for all residential buildings.
- **Vertical Distribution of Seismic Forces** over the height of the structure shall be based on ASCE 7-10 Section 12.8.3.
- **Story Drift Limitations.** The calculated story drift for each retrofitted story line shall not exceed the allowable deformation compatible with all vertical load-resisting elements and 0.025 times the story height. Where a cantilever column system utilizes pole footings or single spread footings, soil interaction shall be considered when determining the drift.
- **Deflection Amplification Factor, C_d , and the Overstrength Factor, Ω_0 ,** shall be as follows:
 - For Lateral Force Resisting Systems using an R value equal to 3.5:3.0 and 3.0, respectively.
 - For All other Lateral Force Resisting Systems: values as listed in ASCE 7-10, Table 12.2-1.
- **P-Delta Effects** shall be considered for new lateral force resisting systems using the tributary area to the system. Where a cantilever column system utilizes pole footings or single spread footings, soil interaction shall be considered when evaluating P-delta effects.
- **Deformation Compatibility.** All structural framing elements and their connections not required to be part of the lateral system, shall be adequate to maintain support of design dead and live loads when subject to expected deformation of seismic loads. Focus should be placed on the existing columns/post along the retrofit line to ensure they are positively attached so they can maintain support of the vertical gravity loads during a seismic event. Deformation compatibility shall also be satisfied for the vertical elements of the new lateral force resisting systems which rely on fixity at the base connection. To satisfy this requirement, the vertical elements of the lateral force resisting system shall be connected to the diaphragm and designed for the forces associated with the drift in the perpendicular direction to the line of strengthening. Unless a full building analysis is performed to determine drift demands, a three percent drift demand shall be assumed. The analysis may account for flexibility in the foundation and connection.



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Existing Materials

All existing components and materials shall be in sound conditions and constructed in conformance to the Carpinteria Municipal Code before they can be used to resist lateral loads.

Existing shear walls that require analysis shall be permitted to use the values as follows unless a detailed verification of materials is performed by the engineer:

Existing Materials or Configuration of Materials	Allowable Values
Wood stud walls with lath and plaster or stucco	100 lbs/ft

Existing Horizontal wood diaphragms that require analysis shall be permitted to use the values as follows unless a detailed verification of materials is performed by the engineer:

Existing Materials or Configuration of Materials	Allowable Values
1. Horizontal Diaphragms:	
a. Roofs with straight sheathing and roofing applied directly to the sheathing	100 lbs/ft
b. Roofs with diagonal sheathing and roofing applied directly to the sheathing	400 lbs/ft
c. Floors with straight tongue-and-groove sheathing	150 lbs/ft
d. Floors with straight sheathing and finished wood flooring	300 lbs/ft
e. Floors with diagonal sheathing and finished wood flooring	450 lbs/ft
f. Floors and roofs with straight sheathing and plaster applied to the joist or values for items 1(a) and 1(c) rafters	Add 50 lbs/ft to the allowable values for items 1(a) and 1(c)

For all other existing structural members, allowable design values are as follows unless a detailed verification of materials is performed by the engineer:

Existing Materials or Configuration of Materials	Allowable Values
1. Plain or reinforced concrete footings	$f'_c=2500$ psi unless otherwise shown by tests
2. Douglas fir wood	Allowable stress same as No. 1.D.F.
3. Reinforcing steel	$f_g=0.4 F_y$, maximum 18 ksi
4. Structural steel	$f_b=0.6 F_y$, maximum 20 ksi
5. Anchor bolts	Current code values



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SEISMIC DESIGN GUIDELINES
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New Seismic Strengthening Systems and Limits

Special Steel Moment Frames (SMF)

- SMF shall be designed per AISC 341 E3 using a prequalified connection per AISC 358.
- At minimum, the top of the moment frame columns shall be braced per AISC 360 Appendix 6 unless a more detailed analysis is provided in accordance with AISC 360 Chapter C. See deformation compatibility section for additional requirements.

Intermediate Steel Moment Frames (IMF)

- IMF shall be designed per AISC 341 E2 using a prequalified connection per AISC 358.
- At minimum, the top of the moment frame columns shall be braced per AISC 360 Appendix 6 unless a more detailed analysis is provided in accordance with AISC 360 Chapter C. See deformation compatibility section for additional requirements.

Ordinary Steel Moment Frames (OMF)

- OMF Connections shall be designed per AISC 341 E1 meeting one of the requirements below:
 - Fully restrained moment connections designed per AISC 341 E1-6b (a), (b), or (c).
 - Partially restrained moment connections per AISC E1-6c.
- At minimum, the top of the moment frame columns shall be braced per AISC 360 Appendix 6 unless a more detailed analysis is provided in accordance with AISC 360 Chapter C. See deformation compatibility section for additional requirements.

Light-Frame Shear Walls shall be designed per ANSI/AF&PA NDS.

Special Cantilevered Column Systems (SCCS)

- SCCS columns shall comply with AISC 341 E6 and shall be designed using the load combinations including the amplified seismic load with overstrength factor. The design of SCCS shall consider soil interaction.
- A minimum of two columns are required per strengthened line.

Ordinary Cantilevered Column Systems (OCCS) are not permitted.

New Concrete Walls, Masonry Walls, or Steel Braced Frames are permitted provided a full building analysis considering diaphragm stiffness and torsional behavior is performed per ASCE 7-10 with design base shear requirements listed above or appropriate methodologies listed in the Alternative Design Methods section included in these guidelines.

Additional Design Considerations

Horizontal Structural Irregularities as defined in ASCE 7-10 for buildings with 3 or more stories including either type 2, 3, 4 or 5 shall meet the additional requirements of those sections referenced in the table for the SWOF lines being considered.

Horizontal Diaphragms shall be designed as follows:

- Cantilever diaphragms shall be designed for shear transfer.
- Limit the existing diaphragm ratio to 3:1 by adding a new lateral resisting element.



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SEISMIC DESIGN GUIDELINES

FOR EXISTING WOOD-FRAME BUILDINGS WITH SOFT, WEAK OR OPEN-FRONT WALLS

Transfer Diaphragms shall consider the following:

- Where a diaphragm is utilized to transfer shear load to the new lateral force resisting system from an existing wall above, omega need not be considered if the diaphragm can be shown to satisfy the max load that can be delivered to the diaphragm.
- A maximum horizontal cantilever diaphragm of 10 feet shall be permitted without the addition of a new lateral force resisting element if the diaphragm is designed to transfer the horizontal shear load.

Ties and Continuity. Design all the new elements in the lateral load resisting path to transfer seismic loads from the diaphragm to the foundation.

Collector Elements. Design of collectors and drag struts shall be per ASCE 7-10 Section 12.10.2.1:

- **Steel Moment Frame Collector Elements**
 - Drag members, drag member connections to the frame, and drag splices shall be designed for the larger of $\Omega_0 F_x$, $\Omega_0 F_{px}$, and F_{px} min. Forces need not exceed F_{px} max.
 - Connections from drag member to diaphragm and frame to diaphragm shall be designed for the larger of F_x , F_{px} , and F_{px} min. Forces need not exceed F_{px} max.
- **Light-Frame Shear Wall Collector Elements**
 - Drag members, drag member connections to walls, drag splices and connections from drag member to diaphragm and frame to diaphragm shall be designed for the larger of F_x , F_{px} , and F_{px} min. Forces need not exceed F_{px} max.
 - Size and spacing of all existing elements in the shear path used in shear transfer calculations shall be clearly identified in the plans as "To be verified in field during construction."

Perpendicular to Open Wall Line. If side of open wall line is also open, then the wall line in perpendicular direction shall be checked for soft/weak story definition and be retrofitted if required. System should be design for entire line where diaphragm is continuous.

Foundations for New Lateral Force Resisting Systems shall be designed as follows:

- Foundation shall be designed for bearing, overturning, sliding, shear, flexure, and punching shear.
- Foundations and superstructure-to-foundation connections shall be designed per CBC12.13.1.1.

Exception: For cantilever columns systems utilizing pole footings or single spread footings, Ω_0 level forces shall be applied.

- Use of CBC Alternative Load Combinations is allowed.
- Sliding check may be considered satisfied if minimum 2 feet thick footings are provided.
- Minimum presumptive load-bearing values per CBC Section 1806 may be assumed.
- For cantilever columns, systems utilizing pole footings, the coefficient of sub-grade reaction shall be based on an approved geotechnical investigation.

Additional Anchorage Requirements for Buildings on Hillside. Where a building within the scope of the ordinance or any portion thereof is constructed on or into a slope steeper than a 33 percent slope, the lateral-force resisting system, at and below the base level diaphragm, shall also be analyzed for the effects of concentrated lateral loads caused at the building base from the hillside conditions and comply with the provisions of the Building Code. Refer to LARUCP for the definition of concentrated lateral loads. Existing foundations are not required to satisfy this section.



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SEISMIC DESIGN GUIDELINES

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Alternate Design Methods

The Building Official may approve alternate analysis and/or design methodologies that meet the same performance intent as those prescribed in the ordinance and that achieve the objectives established by the ordinance. A design criteria indicating the design methodology and existing material verification (as applicable) shall be submitted to the City for review and approval prior to submission of plans.

For methods not listed below, please submit a request for modifications prior to completing the design and/or submittal. Provide ample justification for consideration. The modification request will be reviewed case by case by the Building Official. Approval of the request shall not apply for any other cases/structures.

Appendix Chapter A4, 2022 California Existing Building Code

- The entire first story must be analyzed and designed per this standard.
- Retrofit strength need not exceed 1.3 times the strength of story above.

ASCE 41-13, Seismic Evaluation and Retrofit of Existing Buildings

- Design to meet the Rehabilitation Objective (Section 1.4) (Life Safety Performance Level: S-3) for the BSE-1E earthquake hazard level.
- A Tier 2 or Tier 3 analysis shall be conducted.
- Retrofit strength need not exceed 1.3 times the strength of story above.

FEMA P-807, Seismic Evaluation and Retrofit of Multi-Unit Wood- Frame Buildings with Weak First

Stories

- The entire weak first story must be analyzed and designed per this standard.
- The spectral demand shall be 0.5SMS, calculated in accordance with ASCE 7-10 section 11.4 except that for sites in site class E, the value of F_a shall be taken as 1.3.
- Acceptable performance level shall be based on drifts corresponding to Onset of Strength Loss in the seismic force-resisting wood-frame elements.
- The maximum limit probability of exceedance (POE) for evaluation or retrofit design shall be 20%.
- Limit diaphragm ratio to 2:1.
- Where open line is not retrofitted, the cantilever diaphragm shall be analyzed and shown to be adequate.
- A detailed building survey which documents the existing sheathing materials for walls and diaphragms shall be provided for approval.

Capacity Based Design

- The retrofit demand to the Open Line, based on the Design Base Shear, shall be permitted to be limited based on the maximum force that can be delivered to the new lateral force-resisting system, in accordance with ASCE 7-10 Section 12.14.3.2. The maximum force may be calculated based on either:
 - The combined capacity of the entire second story wall immediately above the new lateral force-resisting system plus the capacity of the second floor diaphragm along the entire line being considered, or
 - By using a ratio of the full second story capacity to the second story design shear, to derive a scale factor on the Design Base Shear.



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SEISMIC DESIGN GUIDELINES
FOR EXISTING WOOD-FRAME BUILDINGS WITH SOFT, WEAK OR OPEN-FRONT WALLS

- A continuous collector element shall be provided along the entire wall line, designed in accordance with the Additional Design Considerations above.
- A detailed building survey which documents the existing sheathing materials for walls and diaphragms shall be provided for approval.
- The following Minimum Strength Values shall be assumed based on the findings of the survey. For shear walls, Minimum Strength Values represent a single layer of sheathing for one side of a wall. The listed values shall be additive based on the total layers of sheathing materials considering each side of the wall.

Existing Materials or Configuration of Materials for Shear Walls	Minimum Strength Values
Stucco	333 plf
Horizontal Wood Sheathing	171 plf
Diagonal Wood Sheathing	913 plf
Plaster on Wood/Metal Lath	538 plf (wood lath)
Gypsum Wall Board	213 plf
Plaster on Gypsum Lath	402 plf
WSP, 8d@4" O.C.	1112 plf
WSP, 8d@2" O.C.	2192 plf
WSP, 10d@4" O.C.	1496 plf
WSP, 10d@2" O.C.	2512 plf



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Existing Materials or Configuration of Materials for Diaphragms	Minimum Strength Values
Single Straight Sheathing	120 plf (w/o wood flooring) 1500 plf (w/wood flooring)
Double Straight Sheathing	600 plf (chorded) 400 plf (unchorded)
Single Diagonal Sheathing	600 plf (chorded) 420 plf (unchorded) 1800 plf (w/wood flooring)
Double Diagonal Sheathing	900 plf (chorded) 625 plf (unchorded)
Straight Tongue-and-Groove Sheathing	300 plf
WSP ⁵ , 8d@4" O.C.	1080 plf
WSP ⁵ , 8d@2" O.C.	1800 plf
WSP ⁵ , 10d@4" O.C.	1275 plf
WSP ⁵ , 10d@2" O.C.	2190 plf

Quality Assurance

Structural Observation

All structures affected by this ordinance require structural observations by this ordinance. The owner shall employ the Engineer of Record responsible for the structural design or another registered Engineer designated by the Engineer of Record to perform structural observations as defined in the Building Code.

The designated design professional shall visit the site to verify applicable existing materials and framing details in the location of the new work. Where the condition of the materials is observed to be deteriorated or structurally compromised the design professional shall submit a testing and/or repair program for City review and approval. Where access is not available, the design professional shall clearly identify on the construction drawings the elements that need to be verified in the field prior to fabrication and erection.

All structures to be retrofitted require structural observation during construction in accordance with the Building Code. The design professional shall list on the construction drawings the milestones when the contractor shall notify the design professional to visit the site. One of the milestones shall include verification of critical existing elements and/or connections between new and existing elements utilized in the load path transfer.

Special Inspection(s)

Special Inspections shall be provided as required by the Building Code. Additional inspections shall be noted on drawings as required by the Building Official.



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SEISMIC DESIGN GUIDELINES
FOR EXISTING WOOD-FRAME BUILDINGS WITH SOFT, WEAK OR OPEN-FRONT WALLS

Declarations

Engineer's or Architect's Statement

At a minimum, the responsible engineer or architect shall provide the following statement on the approved plans:

"I am responsible for designing this building's seismic strengthening in compliance with the minimum standards of the Mandatory Seismic Retrofit Program for Existing Wood-Frame Buildings with Soft, Weak, or Open-Front Walls (Chapter 15.72 of the City of Carpinteria Municipal Code)."

Engineer's or Architect's Close Out Letter

The responsible engineer or architect shall provide a letter to the Building Official at the end of the construction indicating that they have conducted the required structural observations and that the final construction meets the intent of the drawings.

Owner's Statement

At a minimum, the Owner or Owner's representative shall provide the following statement on the approved plans:

"I, _____, understand the seismic evaluation and strengthening performed under this project is limited to that specified in the Mandatory Seismic Retrofit Program for Existing Wood-Frame Buildings with Soft, Weak, or Open-Front Walls (Chapter 15.72 of the City of Carpinteria Municipal Code) which is intended to reduce the risk under a seismic event. I understand the full building has not been evaluated nor strengthened for other potential structural deficiencies that may cause a life safety concern, injury, or property damage risk under a seismic event."

Attachment C

Screening Form

For Existing Wood-Frame Buildings with Soft, Weak,
or Open-Front Walls

Seismic Retrofitting of Soft-Story Buildings
January 8, 2024 City Council Meeting



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SCREENING FORM

FOR EXISTING WOOD-FRAME BUILDINGS WITH SOFT, WEAK OR OPEN-FRONT WALLS

This screening form is the first milestone (optional) set forth Section 15.72 of the Carpinteria Municipal Code for the retrofit of existing wood-frame buildings with soft, weak, or open-front walls. This screening form is intended to provide City with additional information to determine if a building is in the scope of the ordinance and a retrofit is required or if the building is exempt from further evaluation.

This screening form must be prepared by a Design Professional (Civil Engineer or Structural Engineer) registered in the State of California.

Separate buildings on the same parcel should be submitted on separate screening forms.

Additional information about the Seismic Retrofit Program can be found at:

<https://carpinteriaca.gov>



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SCREENING FORM

FOR EXISTING WOOD-FRAME BUILDINGS WITH SOFT, WEAK OR OPEN-FRONT WALLS

Section 1: Building and Owner Information

Building Information:

Building Address:			
Parcel Number:		Year Built:	
No. of Units In Building:		No. of Stories Above Grade:	
Basement:	Full ☐ Partial ☐ None ☐		

Owner Information:

Name:			
Mailing Address:			
City, State:		Zip:	
Email:		Phone:	



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SCREENING FORM

FOR EXISTING WOOD-FRAME BUILDINGS WITH SOFT, WEAK OR OPEN-FRONT WALLS

Section 2: Scope of Determination and Building Type. This section must be completed by a design professional registered in the State of California

Question:	Yes	No
1. Was the original permit for construction applied for before January 1, 1991	☐	☐
2. Is the first story of the building or the first story above a concrete podium, of Type V (wood-frame) construction?	☐	☐
3. Does the building have open wall lines(s) or open ground floor parking on the first floor (or on the first wood-framed floor above a concrete podium) similar to the configurations exhibited on page 8 of this form?	☐	☐
4. If the answer to question 3 is YES, which configurations from page 8 apply? Check all that apply: Type: A ☐ B ☐ C ☐ D ☐ E ☐		
If any of the questions 1 through 3, above, are marked "NO," the building may be exempt from compliance with Section 15.72 of the Carpinteria Municipal Code. Answer question 5, below, and if NO, proceed to Section 5. If any of the questions 1 through 3, above, are marked "YES," proceed to Section 3.		
5. Has the building been retrofitted previously? If YES, complete Section 4.	☐	☐



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SCREENING FORM
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Section 3: Plan and Elevation Sketches and Photographs. This section must be completed by a design professional registered in the State of California

In order to determine the status of the building and its compliance with Chapter 15.72 of the Carpinteria Municipal code, the following documents shall be submitted as attachments to be reviewed by the Building Official:

1. Provide a floor plan of the ground floor with dimensions and drawn to scale.* The plan shall include the following:
 - a. A dotted outline of the floor above the ground floor, including the locations and dimensions of balconies, cantilevers, and setbacks
 - b. Provide labels identifying areas of different use or occupancy group
 - c. Provide a north arrow, and show street names adjacent to the property
2. Provide elevations of the perimeter walls indicating width of openings and total length of wall (openings shall include windows, doors, etc.)
 - a. Indicate apparent wall material (e.g. wood frame, steel frame, concrete, block or brick)
3. Provide photos of the perimeter walls
 - a. Indicate which elevation the photo show (e.g. north, south, east, west)
 - b. Include the date when it was taken
4. Identify scope of proposed retrofit
 - a. Clearly identify on the drawings which lines are to be retrofitted

Upon review of the documents listed above, the Building Official may require additional information.

*Note: Documents to be in 24x36 format only.



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SCREENING FORM
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Section 4: Previous Seismic Retrofit. This section must be completed by a design professional registered in the State of California

Question:	Yes	No
1. Has a previous seismic retrofit been completed?	☐	☐
2. If YES, does the previous completed seismic retrofit meet or exceed the requirements of Chapter 15.72 of the Carpinteria Municipal Code?	☐	☐
3. If YES, please provide the permit number:		
4. Please attach supporting documentation, including drawings and structural calculations for review by the Building Official:		



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SCREENING FORM
FOR EXISTING WOOD-FRAME BUILDINGS WITH SOFT, WEAK OR OPEN-FRONT WALLS

Section 5: Building Determination, Design Professional Statement, Owner Acknowledgment

Building Status of Compliance with Chapter 15.72 of the Carpinteria Municipal Code

Directions: Please check one box only:

NON-EXEMPT: Building is to be retrofitted in accordance with Chapter 15.72 of the Carpinteria Municipal Code	☐
EXEMPT: Building is not subject to compliance with Chapter 15.72 of the Carpinteria Municipal Code per information provided in Section 2	☐
EXEMPT: Building is not subject to compliance with Chapter 15.72 of the Carpinteria Municipal Code. All soft, weak, open wall lines have been previously retrofitted per information provided in Section 4	☐

Design Professional, Please read and complete the following:

Under penalty of perjury, I certify that the information provided in this Screening Form is based on my personal review of the building and its records, or review by others acting under my direct supervision, and is correct to the best of my knowledge.

Date Stamped and Signed

Firm Name

Design Professional Phone Number

Design Professional Email

Sign and Stamp

Owner Acknowledgement:

I have reviewed this form with the design professional listed above and I understand and agree with the conclusions of this Screening Form.

Signature

Date



FOR EXISTING WOOD-FRAME BUILDINGS WITH SOFT, WEAK OR OPEN-FRONT WALLS

	Yes	No
1. The screening form is complete and acceptable to the City of Carpinteria as presented:	☐	☐
2. If NO, the following sections of the form submitted are incomplete:		
Section 1: Building and Owner Information	☐	☐
Section 2: Scope of Determination & Building Type	☐	☐
Section 3: Plan/Elevation Sketches & Photographs	☐	☐
Section 4: Previous Seismic Retrofit	☐	☐
Section 5: Design Professional Statement & Owner Acknowledgment	☐	☐

[illegible]

Date _____



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SCREENING FORM
FOR EXISTING WOOD-FRAME BUILDINGS WITH SOFT, WEAK OR OPEN-FRONT WALLS

Section 8: Building Configurations:

BUILDING TYPE A PLAN ELEVATION A BUILDING TYPE A HAS AN OPEN WALL ON THE LONG DIRECTION OF THE BUILDING THAT CREATES A WEAK LINE AT THE LOWER LEVEL.	BUILDING TYPE B PLAN ELEVATION B BUILDING TYPE B HAS AN OPEN WALL ON THE SHORT DIRECTION OF THE BUILDING THAT CREATES A WEAK LINE AT THE LOWER LEVEL.	BUILDING TYPE C PLAN ELEVATION C BUILDING TYPE C HAS OPEN WALLS AND/OR REDUCED WALL LENGTHS RELATIVE TO THE STORY ABOVE ON MORE THAN ONE SIDE OF THE BUILDING THAT CREATE MULTIPLE WEAK LINES AT THE LOWER LEVEL. NOTE THAT THIS PLAN IS NOT REPRESENTATIVE OF ALL POSSIBLE CONFIGURATIONS.
BUILDING TYPE D ELEVATION D BUILDING TYPE D IS A HILLSIDE STRUCTURE WHERE THE FINISHED GRADE SLOPES MORE THAN 1 VERTICAL UNIT IN THREE HORIZONTAL UNITS (33% GRADE). THE BUILDING IS ORIENTED SUCH THAT THE BASE STORY IS DIFFERENT ON OPPOSITE ENDS OF THE STRUCTURE.		BUILDING TYPE E ELEVATION E BUILDING TYPE E IS A HILLSIDE STRUCTURE WHERE THE FINISHED GRADE SLOPES MORE THAN 1 VERTICAL UNIT IN THREE HORIZONTAL UNITS (33% GRADE). THE BUILDING IS ORIENTED SUCH THAT THE BASE STORY IS DIFFERENT ON OPPOSITE ENDS OF THE STRUCTURE. IN THIS CASE, ONE OR MORE STORIES IS PARTIALLY UNDERGROUND, RETAINING SOIL ON ONE OR MORE SIDES OF THE STRUCTURE.

Attachment D

Previous City Council Meeting Minutes

Seismic Retrofitting of Soft-Story Buildings
January 8, 2024 City Council Meeting

Minutes from Three Previous City Council Hearings Related to Seismic Retrofit Program for Existing Wood-Frame Buildings with Soft, Weak, or Open-Front Walls

May 13, 2019 – Initiation of Program (Item 9)

9. Initiation of City regulations concerning Seismic Retrofitting of Soft-Story Buildings.

Recommendation: Based on the options described in the staff report, initiate amendment to the Carpinteria Municipal Code Chapter 15.70 – BUILDING SEISMIC SAFETY concerning vulnerable buildings and seismic retrofitting of soft-story building.

Dan Chepley, Building Inspector/Plans Examiner, presented the staff report and PowerPoint presentation.

Councilmember Shaw inquired regarding prioritizing buildings for seismic retrofitting. Steve Goggia, Community Development Director, responded that potential soft-story buildings would be identified and letters would be sent to the owners to ask that they take part in the process. He stated that the owners would be asked to seek an assessment from a registered architect or engineer to develop a plan within a certain timeframe if their buildings are found to be defective and need to be retrofitted. He also stated that all of the 15 soft-story buildings in the city would be considered at the same time. Dave Durflinger, City Manager, added that the City Council could prioritize one group of properties over another. He noted that staff's recommendation would be to have a uniform standard due to the number of buildings to be retrofitted.

Councilmember Carty inquired whether it would be the property owner's responsibility to seek a registered architect or engineer. Mr. Chepley responded that the property owner would need to seek an engineer at their cost to provide an assessment on whether the building meets the criteria of the retrofit program. Councilmember Carty expressed concern with the projected cost estimates for retrofitting soft-story structures.

Mr. Chepley addressed the importance of assessing structures for seismic vulnerability; current building standards for new soft-story buildings; potential impacts to the property value if a building is identified as a soft-story structure; possible exceptions should a future State mandate come after a city-imposed ordinance; and consequences to property owners should they not comply with the guidelines which could include a lien against the property and possible punitive damages.

Mr. Durflinger referred to the existing Municipal Code Chapter 15.70.70 regarding seismically vulnerable buildings, which includes an enforcement and penalty section.

There were no Public Comments.

Motion by Vice Mayor Clark, seconded by Councilmember Shaw, to direct staff to prepare a draft ordinance amending the Carpinteria Municipal Code Chapter 15.70 – Building Seismic Safety, concerning vulnerable buildings and seismic retrofitting of Soft-Story buildings.

Upon voice vote, motion carried unanimously.

January 13, 2020 – First Reading Continued to January 27th (Item 8)

8. Ordinance No. 737 adding Chapter 15.72 (Mandatory Seismic Retrofit Program for Existing Wood-Frame Buildings with Soft, Weak, or Open-Front Walls) of Title 15 (Buildings and Construction) of the City of Carpinteria Municipal Code Regarding Building Seismic Safety. *(Continue to 1/27/20)*

Recommendation: Continue to City Council meeting of January 27, 2020.

Steve Goggia, Community Development Director, presented the staff reports for Items 7 and 8 concurrently.

Motion by Councilmember Shaw, seconded by Vice Mayor Clark, to continue Items 7 and 8 to the City Council Meeting of January 27, 2020.

Upon voice vote, motion carried unanimously.

January 27, 2020 – First Reading (Item 10)

10. Ordinance No. 737, an Ordinance of the City Council of the City of Carpinteria, adding to Carpinteria Municipal Code Title 15, Chapter 15.72, entitled, "Mandatory Seismic Retrofit Program for Existing Wood-Frame Buildings with Soft, Weak or Open-Front Walls. *(Continued from January 13, 2020)* **(Requires reading of ordinance title and roll call vote)**

Recommendation: Conduct a public hearing; introduce and waive the first reading of Ordinance No. 737, Mandatory Seismic Retrofit Program for Existing Wood-Frame Buildings with Soft, Weak or Open-Front Walls; set the second reading and adoption for the City Council meeting of February 10, 2020.

Steve Goggia, Community Development Director, and Dan Chepley, Chief Building Inspector/Plans Examiner, presented the staff report and PowerPoint presentation.

Mr. Goggia addressed the environmental impacts and clarified that the work being performed for the seismic upgrades for the buildings would be exempt pursuant to CEQA Guidelines Section 15301. He also requested that the City Council add CEQA Guidelines Section 15060 (c) 3 to the ordinance, which indicates that the activity is not a project as defined in CEQA 15378. He noted the following additional changes to the ordinance: clarify that the ordinance applies to buildings that contain five or more units; a building with four or fewer is an exemption; Section 15.72.060 Administration, a. Issuance of Notice to Owner, strike out "in accordance with the priorities set forth in Table B"; and Section 15.72.060 Administration, e. Extensions "With the exception of the one-year period..." should be "With the exception of the six-month period..."

Mr. Goggia and Mr. Chepley responded to a question regarding penalties for violation by referring to Section 15.72.130, and a question regarding exceptions under Section 17.72.060 of the ordinance in order to gain voluntary compliance.

A discussion ensued regarding the location of soft story buildings in the City; concerns regarding the cost associated with securing certified engineering reports and with

seismically retrofitting a soft story building; exploring alternative programs through the Office of Emergency Services; and instances where extensions might be granted.

Mack Carlson, on behalf of Brownstein Hyatt Farber Schreck, LLP acting as City Attorney of the City of Carpinteria, responded to a question regarding any legal issues associated with the City requiring a mandatory seismic retrofit program when it is not required by the State by stating that the State published Health and Safety Code beginning in Section 19160 in that the Seismic Safety Commission recommended that State Legislation be enacted to require state and local building code enforcement agencies to identify potentially hazardous buildings and to adopt mandatory mitigation programs that would significantly reduce unacceptable hazards by 2020. It is the intent of the legislator to encourage cities and counties to address seismic safety of soft story residential buildings, and encourage local governments to initiate efforts to reduce the seismic risk in vulnerable soft story residential buildings. Additionally, Section 19163 includes specific requirements that should be included in any local ordinance related to seismic retrofit. He stated that although not required under State law, the legislator has acted to encourage local jurisdictions to adopt these types of ordinances.

Mr. Goggia responded to a question regarding impacts from sea level rise policies to soft story buildings.

Mayor Nomura opened the Public Hearing at 6:30 p.m.

Kathy Henry spoke in support of the adoption of Ordinance No. 737.

Bob Beechinor recommended that affected property owners be provided a copy of Ordinance No. 737. He expressed concern with the cost to retrofit soft story buildings.

Adam Manfredovia inquired regarding what other jurisdictions have put in place for seismic retrofit programs, including costs and funding programs.

Mayor Nomura closed the Public Hearing at 6:47 p.m.

Motion by Councilmember Shaw, seconded by Vice Mayor Clark, to waive the first reading of Ordinance No. 737, Mandatory Seismic Retrofit Program for Existing Wood-Frame Buildings with Soft, Weak or Open-Front Walls; set the second reading and adoption for the City Council meeting of February 10, 2020; include the changes brought forth by staff; and have the City conduct a workshop.

Dave Durlinger, City Manager, responded to a question regarding whether the workshop could be held before February 10, 2020, by stating that the City Council could defer enacting the ordinance on first reading and ask staff to conduct workshops and bring back the ordinance; the City Council could adopt the ordinance on first reading and direct staff to hold workshops and come back for the second reading at a later

date; or conduct the workshops after adoption of the ordinance. He noted that there was no timeline or mandate from the State to implement the program.

Amended motion by Councilmember Shaw, seconded by Vice Mayor Clark, to have the second reading of Ordinance No. 737 set for the second meeting in March.

Fidela Garcia, City Clerk, read Ordinance No. 737 by title only.

Roll call on motion:

AYES: Councilmember Lee, Councilmember Shaw, Vice Mayor Clark, Mayor Nomura

NOES: Councilmember Carty

ABSTAIN: None

ABSENT: None

Motion carried.



City of Carpinteria

COUNCIL AGENDA STAFF REPORT January 8, 2024

ITEM FOR COUNCIL CONSIDERATION

Introduction and first reading of Ordinance No. 776, an Ordinance of the City Council of the City of Carpinteria, California, repealing and replacing in its entirety Carpinteria Municipal Code (CMC) Chapter 8.50, concerning the regulation of certain polystyrene and single-use plastic items.

STAFF RECOMMENDATION

Staff recommends Council approve Ordinance 776, as read by title only.

Sample Motion: I move to approve Ordinance No. 776, introduced as read by title only and continue to the regular meeting of January 22, 2024.

(This motion requires reading of ordinance title and roll call vote)

BACKGROUND

In October 2008, the Carpinteria City Council adopted Ordinance No. 637 (codified as CMC Chapter 8.50) which regulated the distribution of expanded polystyrene (EPS) food containers for take-out at restaurants.

In March 2012, the City Council adopted Ordinance No. 655, regulating the use of single-use plastic and paper bags. These regulations were successfully implemented in the city with the cooperation of the affected businesses, greatly reducing the number of EPS and single-use bags in the Carpinteria environment and their diversion to landfills.

Chapter 8.50 was amended in 2017 by Ordinance No. 719 and Ordinance No. 727 in 2019, further regulating expanded polystyrene and other single-use plastic products to include retail sale products, single-use food ware items, and EPS packaging materials.

Plastic is made of non-renewable petroleum products. When exposed to the elements, it photodegrades, breaking up into smaller and smaller pieces that are difficult and expensive to remove from the environment. These small pieces of plastic debris, known as microplastics, are increasingly found throughout the environment, including in soil,

water, and airborne. This is of particular concern because microplastics, which are defined as pieces of plastic less than five millimeters in length, have been found in wildlife, domestic food sources, and in the human body and are believed to cause a host of health issues such as reproductive, metabolic and neurodevelopmental hazards.¹

Waste reduction mandates have been a strategy of the California Legislature for many years, first starting in 1989 with the Integrated Waste Management Act which formed the Integrated Waste Management Board (now called the *California Department of Resources Recycling and Recovery*, or CalRecycle). More recently, the state has regulated the distribution of single-use bags, used motor oil, and the Plastic Pollution and Packaging Producer Responsibility Act (Senate Bill 54), which aims to reduce single-use plastic packaging and shift the plastic pollution burden from the consumer to the producer. Extended producer responsibility regulations like SB 54 have been found to be the most effective way of reducing waste at its source².

Single-use plastics continue to be challenging to recycle due to a large variation in chemical composition. For instance, polyethylene terephthalate (PET) plastic bottles are considered a higher grade plastic and are all made from similar high-grade PET plastics, and have a recycling market here in California. High Density Polyethylene (HDPE) plastics, on the other hand, are considered a lower grade plastic due to the varying chemical composition that makes it difficult to remanufacture into another product. Recycling rates for all plastic remains low, with an estimated 8.5% of all plastics being recycled³. Since 2018, the largest market for recycling, China, has implemented increasingly strict contamination regulations in an effort to reduce pollution. Most plastics are stockpiled, landfilled, or sent overseas, where it may be remanufactured but is often landfilled or incinerated.

Beginning in March 2020 and throughout the Covid-19 pandemic, the City paused enforcing most of its extended producer responsibility regulations, including single-use plastics regulations, in accordance with the provision that implementation of such regulations would be suspended during a locally declared emergency. Prior to beginning outreach to businesses to bring them back into compliance, staff is proposing several updates to the single-use plastics regulations.

On November 15, 2023, staff presented draft updates to the City's existing single-use plastics regulations to the Sustainability Committee in response to recent legislation regulating plastics and was directed to bring forward a draft ordinance with those

¹ Claudia Campanale et al., *A Detailed Review Study on Potential Effects of Microplastics and Additives of Concern on Human Health*, International Journal of Environmental Research and Public Health (February 2020), available at <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC7068600/>.

² California Department of Resource, Recovery, Recycling, *Plastic Pollution Prevention and Packaging Producer Responsibility Act SB 54*, at <https://calrecycle.ca.gov/packaging/packaging-epr/> (accessed on January 2, 2023).

³ US Environmental Protection Agency, *Advancing Sustainable Materials Management* (2018), https://www.epa.gov/sites/default/files/2020-11/documents/2018_tables_and_figures.pdf

updates incorporated. The purpose of this agenda matter is to present said ordinance amending Chapter 8.50 of the CMC further regulating polystyrene and single-use plastics.

DISCUSSION

Staff is planning an extensive business outreach campaign to take place from January 2024 through June of 2024 to bring businesses back into compliance with existing regulations. In preparation for that effort, staff is proposing several updates to CMC Chapter 8.50, as summarized below. Some of these changes are to align more closely with new state regulations, while others further the City's efforts to reduce waste from the landfill.

Polystyrene Products

Polystyrene is a light material made of petrochemicals used to make food containers, packaging materials, and disposable ice chests. Polystyrene is a problematic material as it easily enters the environment as litter due to its lightweight and durable nature. Expanded polystyrene products (often incorrectly referred to as Styrofoam) have a foam structure that easily break into small pieces, making them difficult and expensive to remove from the environment. Rigid polystyrene, often labeled with the recycling code PS or #6, is difficult to recycle, and most foodware items with this label are non-recyclable. The existing regulations prohibit all expanded polystyrene single-use products.

Revision: Expand the regulations to a prohibition of all polystyrene foodware and packaging material.

Food Service Ware and Condiments (AB 1276)

On October 5, 2021, Assembly Bill 1276 was signed into law prohibiting a food facility from providing single-use foodware accessory or standard condiments to a consumer unless requested and those items are prohibited from being bundled or packaged in a way that prohibits the consumer from taking only the item desired.

Revision: Added language regarding bundling and packaging to comply with AB 1276.

Removal of Marine Degradable (AB 2287)

When the City first adopted these regulations, "marine degradable" was a certification available in California. Assembly Bill 2287 acknowledged no movement on developing the certification and discontinued the "marine degradable" standard.

Revision: Removed the term "marine degradable" from the Ordinance language.

Redefine “Compostable” and “Recyclable” (SB 54)

Senate Bill 54, the Plastic Pollution and Packaging Producer Responsibility Act, aims to prohibit materials that are not recyclable or compostable from being distributed in California. To align with these regulations, the definitions of compostable and recyclable have been updated.

Revision: Redefine “compostable” and “recyclable” to align with SB 54 definitions.

Reusable Foodware (AB 619)

California Health and Safety Code Sections 114121 and 114353 were updated in 2019 to allow businesses to use customer-provided reusable containers, as long as the containers are clean and in good condition. Food providers have the discretion to prepare and maintain written procedures, and may provide a discount to customers who provide their own foodware at their discretion.

Reducing single-use materials is the most effective way to address waste and pollution problems, and encouraging local businesses to adopt procedures allowing reusable materials can also encourage behavior change of customers. Coffee shops are an example of businesses that have allowed customers to bring reusable foodware in the form of cups; the intent of including this in Ordinance 776 is to encourage local businesses to participate in source reduction on a larger scale.

Revision: Incorporate amendments to the California Health and Safety Code, allowing reusable foodware.

Additional Items for Consideration

While conducting outreach prior to bringing the proposed changes forward for consideration, the City received public comment regarding regulating mylar balloons and the release of latex balloons. Balloons, made from latex or the foil-and-polyester material commonly known as Mylar, inflated with helium or another gas lighter than air are able to travel long distances and commonly end up in the ocean and waterways. The environmental impacts of balloon releases pose threats to both marine and land-based species due to the balloons being confused for food and ingested, causing starvation⁴. Additionally, it is common for balloons to have a stringed ribbon attached which can cause entanglement and strangulation⁵.

In 1990, California passed Senate Bill 1990, enacting a Balloon Law to regulate the sales and use of helium-filled foil or Mylar balloons in an effort to reduce power outages.

⁴ NOAA Marine Debris Program *Why is Marine Debris a Problem*, <https://marinedebris.noaa.gov/discover-marine-debris/why-marine-debris-problem>

⁵ U.S. Fish and Wildlife Service *Ballons and Wildlife*, <https://www.fws.gov/story/2015-08/balloons-and-wildlife-please-dont-release-your-balloons>

In 2008, Senate Bill 1499 was passed to increase the fine for violating the provisions in SB 1990 and required manufacturers or distributors from shipping Mylar balloons to retailers without providing a notice describing the retailer's responsibilities. In 2018, Assembly Bill 2450 was passed and required a warning to be placed on each balloon about the dangerous risk of fire if the balloon were to come in contact with an electrical power line. Other states with balloon regulations include Connecticut, Florida, Tennessee, and Virginia. Although not required by state law, the California cities of Goleta, Fairfax, and Laguna Beach have prohibited the sale, distribution, and use of all balloons.

Staff has included draft language for consideration under Section 8.50.090 in Ordinance No. 776, which would prohibit the use and distribution of mylar balloons and latex gas-filled balloons.

Revision: Added language prohibiting the distribution of all mylar balloons, as well as the distribution of latex balloons filled with air or gases lighter than air.

Potential Impacts to Businesses

The most frequently cited impact to businesses is cost. The average cost of a single-use plastic foodware accessory is between \$0.007 and \$0.089. The average cost of a single-use plastic alternative foodware accessory is between \$0.014 and \$0.155 per unit. These costs vary widely between type of foodware accessory and material. It is expected that reducing the distribution of single-use products would balance the expense of environmentally friendly alternatives.

Outreach

An important part of regulating products is working with the local community. Staff gathered input and solicited feedback from the community for these proposed changes via social media posts and the City newsletter, *The Current*. The City currently has a CivicSpark Fellow whose primary project is outreach for the Solid Waste and Watershed Management programs. Over the coming months the Fellow will be conducting outreach with local businesses to educate them on the updated regulations for both programs, as well as the resources that the City can provide to help bring businesses into compliance.

POLICY CONSISTENCY

The ordinance amendment is consistent with the City's General Plan⁶ (Open Space, Recreation & Conservation Element (OSC)/ Public Facilities & Services Element (PF)),

⁶ <https://carpinteriaca.gov/city-hall/community-development/planning/general-plan-coastal-land-use-plan/>

Sustainable Community Policy⁷, and MS4 permitting program⁸, which directly reference and aim to reduce waste or encourage recycling and sustainability. These policies are consistent with state laws and regulations intended to reduce the plastic burden on the environment, such as SB 54, AB 1276, and AB 2287, discussed above.

FINANCIAL CONSIDERATIONS

No Additional Funding Requested. Minimal staff time to prepare the report is included in the Adopted FY 2023-2024 Budget. Ordinance No. 776 would add regulations to the Carpinteria Municipal Code. It is expected that implementation and enforcement of the regulations would be addressed by existing budgeted resources.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

The City Attorney's Office has reviewed the agenda materials and will be available to answer questions at the meeting.

OPTIONS

1. Approve Ordinance No. 776, introduced as read by title only and continue to the regular meeting of January 22, 2024.
2. Approve Ordinance No. 776, with changes and continue to the regular meeting of January 22, 2024.
3. Do not approve Ordinance No. 776 and further direct staff.

PRINCIPAL PARTIES EXPECTED AT MEETING

None.

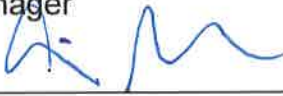
ATTACHMENTS

Attachment A. Ordinance No. 776, Regulating Polystyrene and Single-Use Plastic Products.

⁷ <https://carpinteriaca.gov/wp-content/uploads/2020/03/Sustainable-Community-Policy-Resolution-5500.pdf>

⁸ https://www.waterboards.ca.gov/water_issues/programs/stormwater/phase_ii_municipal.html

Staff contact: Erin Maker, Environmental Program Manager
(805) 880-3415, erinm@carpinteriaca.gov



Signature

Reviewed by: John Ilasin, Public Works Director
(805) 880-3402, johni@carpinteriaca.gov



Signature

Reviewed by: Michael Rameriz, City Manager
(805) 755-4400, michaelr@carpinteriaca.gov



Signature

ATTACHMENT A
Ordinance No. 776, Regulating Polystyrene and Single-Use Plastic Products

ORDINANCE NO. 776

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA REPEALING AND REPLACING IN ITS ENTIRETY CARPINTERIA MUNICIPAL CODE CHAPTER 8.50, REGULATING POLYSTYRENE PRODUCTS AND SINGLE-USE PLASTICS

WHEREAS, the City of Carpinteria ("City") pursuant to its police powers has the authority to enact laws which promote the public health, safety and general welfare of its residents; and,

WHEREAS, the City is required under state and federal law to implement policies and programs to protect unique coastal resources and environmentally sensitive habitat areas, reduce the amount of waste generated in the community that goes to landfills, and prevent storm water runoff from polluting creek and ocean waters; and,

WHEREAS, the Carpinteria community is attractive to residents, businesses, and visitors due to a local economy and quality of life that is centered on a clean and healthy environment, including but not limited to, parks, public open spaces, creeks, estuary, tidelands, and the ocean; and,

WHEREAS, plastic pollution, including single-use plastics and polystyrene, have raised environmental and health concerns related to water pollution, the welfare of marine life, and human health; and,

WHEREAS, numerous studies have documented the prevalence of plastic debris in the environment, including in storm drains and on beaches, negatively impacting the local environment and creating clean-up costs for the City; and,

WHEREAS, the state Legislature recognized that littered plastic products have caused and continue to cause significant environmental harm and have burdened local governments with significant environmental cleanup costs. The state Legislature further declared its intent to ensure that environmental marketing claims, including claims of biodegradation of plastics, do not lead to an increase in environmental harm associated with plastic litter by providing consumers with a false belief that certain plastic products are less harmful to the environment (California Public Resources Code §42355); and,

WHEREAS, recycling of polystyrene and many single-use plastics is currently not available through the City's franchise waste hauler or anywhere in the region and it is not financially feasible for the City to develop such a program; and,

WHEREAS, there are alternatives to polystyrene and single-use plastic items available, and,

WHEREAS, it is in the City's interest to establish programs and services that reduce the amount of litter in the environment, in particular beach litter and marine pollution, to increase the quality of life for the City's residents and visitors and protect local wildlife habitat.

NOW, THEREFORE, the City Council of the City of Carpinteria does hereby 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 8.50 of Title 8 (Health and Safety) of the Carpinteria Municipal Code is repealed and replaced in its entirety to read as follows:

“8.50.010 Title

The title of this Chapter shall be “Regulating Polystyrene Products and Single-use Plastics.”

8.50.020 Purpose

The purpose of these provisions is to promote:

- A. The protection of unique coastal resources found in Carpinteria and identified for protection as a part of the City’s General Plan/Local Coastal Plan including the Carpinteria “El Estero” Salt Marsh, Beaches, Tidelands, Offshore Reefs, Harbor Seal Rookery, and Creekways and Riparian Habitat.
- B. Protection of public health, safety, and general welfare.
- C. Compliance with federal, state, and local laws regarding water quality and waste diversion.
- D. A reduction in the amount of waste and debris in City parks, public open spaces, creeks, estuary, tidelands and the ocean, and the amount of material going to landfills.

8.50.030 Definitions

The following words and phrases, whenever used in this chapter, shall have the meanings defined in this section unless the context clearly indicates otherwise:

- A. “ASTM Standard” means meeting the American Society for Testing and Materials (ASTM) international standard D6400 or D6868 for compostable plastics, as those standards may be amended.
- B. “City Facility” means any building, structure or vehicle owned or leased by the City of Carpinteria, its agents, agencies, and departments.
- C. “City Contractor” means any Person or entity that enters into an agreement with the City to furnish products or services to or for the City.

- D. "Compostable" means means Disposable Foodware and Disposable Foodware Accessories that are is designed to be collected for recovery with organic waste, such as food scraps and yard trimmings, and are free of all intentionally added Fluorinated Chemicals, as certified by the Biodegradable Product Institute (BPI) or other independent third-party certifying organization or agency recognized by the City.
- E. "Disposable Foodware" means disposable products designed to be used once, or for a short period of time, before being discarded, typically used for serving, consuming, or transporting Prepared Food. Disposable Foodware includes, but is not limited to, plates, bowls, trays, cups or drinkware, or any container in or on which Prepared Food is placed or packaged for consumption, and includes Disposable Foodware Accessories.
- F. "Disposable Foodware Accessories" means disposable products designed to be used once, or for a short period of time, before being discarded, typically for serving, consuming or transporting Prepared Food, and includes, but is not limited to, wrappers or wrapping, condiment containers, straws, utensils, stirrers, and lid plugs (splash sticks).
- G. "Events Promoter" means an applicant or their agent for any event permit issued by the City or any City employee(s) responsible for any City-organized event.
- H. "Expanded Polystyrene" means blown expanded and extruded polystyrene or other plastic foams which are processed by any number of techniques including, but not limited to, fusion of monomer spheres (expanded bead plastic), injection molding, foam molding, and extrusion-blown molding (extruded foam plastic). Expanded Polystyrene and other plastic foam is generally used to make cups, bowls, plates, trays, clamshell containers, meat trays, ice chests, shipping boxes and packing peanuts.
- I. "Fluorinated Chemical" means a class of fluorinated organic compounds containing at least one fully fluorinated carbon atom, also known as perfluoroalkyl (PFOA) and polyfluoroalkyl (PFOS) substances, or PFAS chemicals.
- J. "Fluorinated Chemical Free" means an item that: (1) contains no intentionally added Fluorinated Chemicals at or beyond 100 parts per million, as measured in total organic fluorine; and (2) is either certified fluorinated chemical free by the Biodegradable Product Institute (BPI) or other third party as recognized by the City, or is a napkin, stirrer, splash stick, cocktail stick, toothpick, or utensil made entirely of natural fiber containing no intentionally added Fluorinated Chemicals.
- K. "Foil Balloon" means, but is not limited to, balloons that are made of "metalized" plastic (nylon) film coated with polyethylene and metallic materials that are sealed together with heat and can be electrically conductive, and includes balloons often referred to as made of Mylar, which is a brand name for a special type of polyester film. .
- L. "Food Provider" means any Person or establishment located within the City that is a retailer of Prepared Food for public consumption including, but not limited to, any store, supermarket, delicatessen, restaurant, shop, caterer, or mobile food vendor.

- M. "Latex Balloon" means a balloon made with the sap from a rubber tree to which chemicals are added including pigments, oils, curing agents and accelerators.
- N. "Person" means an individual, business, trust, firm, joint stock company, corporation, nonprofit (including a government corporation), partnership, or association.
- O. "Plastic Beverage Straw" means a tube made predominantly of plastic derived from either petroleum or a biologically based polymer, such as corn or other plant sources, for transferring a beverage from its container to the mouth of the drinker. Plastic Beverage Straw includes Compostable petroleum or biologically based polymer straws, but does not include straws that are made from non-plastic materials, such as paper, sugar cane, bamboo, etc.
- P. "Plastic Cutlery" means any utensil, such as a fork, spoon, spork, or knife, made predominantly of plastic derived from either petroleum or a biologically based polymer, such as corn or other plant sources intended for only one-time use. Plastic Cutlery includes Compostable petroleum or biologically based polymer forms of cutlery, but does not include forms of cutlery that are made from non-plastic materials, such as paper, sugar cane, bamboo, etc.
- Q. "Plastic Stirrer" means a device that is used to mix beverages, intended for only one-time use, and made predominantly of plastic derived from either petroleum or a biologically based polymer, such as corn or other plant sources. Plastic Stirrer includes Compostable petroleum or biologically based polymer stirrers, but does not include stirrers that are made from non-plastic materials, such as paper, sugar cane, bamboo, etc.
- R. "Polystyrene" means a thermoplastic petrochemical material utilizing the styrene monomer, including, but not limited to, rigid polystyrene or Expanded Polystyrene, processed by any number of techniques, including, but not limited to, fusion of polymer spheres (expandable bead polystyrene), injection molding, Expanded Polystyrene molding, or extrusion-blow molding (extruded polystyrene), and clear or solid polystyrene (oriented polystyrene). The resin code for polystyrene is '6' or 'PS,' either alone or in combination with other letters. This definition applies to all Polystyrene Foodware, regardless of whether it exhibits a resin code.
- S. "Polystyrene Cooler" means any cooler or ice chest made of polystyrene foam (Expanded Polystyrene), where such foam is not fully encased in another more durable material.
- T. "Polystyrene Foodware" means Disposable Foodware that contains or utilizes Polystyrene.
- U. "Polystyrene Packing Material" means Polystyrene material used to hold, cushion, or protect items packed in a container for shipping, transport, or storage, including shipping boxes and packing peanuts.
- V. "Prepared Food" means food or beverages, which are served, packaged, cooked, chopped, sliced, mixed, brewed, frozen, squeezed or otherwise prepared that do not require further preparation or repackaging to be consumed. Prepared Food does not

include raw whole foods and vegetables that are not chopped, squeezed or mixed, or uncooked meats, fish and/or poultry.

- W. "Recyclable" means that a product or packaging that can be sorted, cleansed, and reconstituted using Carpinteria's available recycling collection programs for the purpose of using the altered form in the manufacture of a new product. Recycling does not include burning, incinerating, converting, or otherwise thermally destroying solid waste.
- X. "Reusable Foodware" means all foodware, including but not limited to, plates, bowls, cups, trays, glasses, straws, stirrers, condiment cups and utensils, that is manufactured of durable materials and that is specifically designed and manufactured to be washed and sanitized and to be used repeatedly over an extended period, and is safe for washing and sanitizing according to applicable regulations.
- Y. "Standard Condiment" means relishes, spices, sauces, confections, or seasonings that require no additional preparation and that are usually used on a food item after preparation, including but not limited to ketchup, mustard, mayonnaise, soy sauce, hot sauce, salsa, salt, pepper, sugar, and sugar substitutes.
- Z. "Vendor" means any store or business which sells or offers goods or merchandise, located or operating within the City of Carpinteria, including those referenced in the definition of "Food Provider."

8.50.040 Prohibition of Use, Distribution, and Sale of Polystyrene Foodware, Polystyrene Coolers, Polystyrene Packing Materials, Polystyrene Egg Cartons, Polystyrene Produce Trays, and Polystyrene Meat and Fish Trays.

- A. No Food Provider or beverage provider shall distribute or sell any Polystyrene Foodware and Foodware Accessories in conjunction with the sale of Prepared Food at any location within the City.
- B. No Person shall sell any Polystyrene Foodware or Expanded Polystyrene Coolers at any location within the City.
- C. No Vendor in the City shall sell, distribute, or use Polystyrene Packing Material, including, but not limited to, foam peanuts, packing peanuts, foam popcorn, or packing noodles.
- D. No Person or Vendor may sell, offer for sale, or otherwise distribute for compensation within the City, any meat and fish trays, produce trays, or egg cartons made, in whole or in part, from Polystyrene, either as separate items or as part of the sale of meat, fish, poultry, vegetables, fruit, or eggs sold to consumers.
- E. No Person shall distribute or sell Prepared Food in any Polystyrene Foodware at City facilities that have been rented, leased or are otherwise being used with permission of the City. This subsection is limited to use of City facilities for which a Person has entered into an agreement with the City to rent, lease or otherwise occupy a City Facility.

- F. No Person shall use or distribute Polystyrene Foodware at City-sponsored events, City-managed concessions and City meetings open to the public. This subsection shall apply to the Event Promoters, City Contractors, Food Providers, beverage providers, and any other Person that enters into an agreement with one or more of the function sponsors to sell or distribute Prepared Food or otherwise provide a service related to the function.
- G. The City, City Contractors, and their agents shall not purchase or acquire Polystyrene Foodware and distribute it for public use.

8.50.050 Single-use Plastic Prohibited.

- A. No Food Provider shall use, provide, distribute, or sell Plastic Beverage Straws, Plastic Stirrers, or Plastic Cutlery.
- B. Nothing in this section precludes restaurants, including fast food restaurants, Food Providers, or Vendors from using or making non-plastic alternatives, such as those made from paper, sugar cane, or bamboo, available to customers. Non-plastic alternative straws, stirrers, or cutlery shall only be provided upon request by the customer.
- C. It is unlawful for any Person or Food Provider to distribute Plastic Beverage Straws or Stirrers at any City Facility or any City-sponsored event.

8.50.060 Required Compostable or Recyclable Disposable Foodware.

- A. All Food Providers within the City utilizing Disposable Foodware shall use Compostable or Recyclable products.
- B. All City facilities, whether owned or leased by the City, City-managed concessions, City-sponsored events, and City permitted events, utilizing Disposable Foodware shall use Compostable or Recyclable products.
- C. City Contractors and Events Promoters utilizing Disposable Foodware shall use Compostable or Recyclable products while performing under a City contract or permit.
- D. No Person shall distribute, sell, or offer for sale any foodware that contains Fluorinated Chemicals.

8.50.070 Reusable Foodware.

- A. Customers may provide their own Reusable Foodware for food and beverage service in accordance with the California Health and Safety Code Section 114121, as it may be amended from time to time.
 - 1. Clean consumer-owned containers provided or returned to the Food Provider for filling may be filled and returned to the same consumer if the container is filled by either an employee of the food provider or the owner of the container. For the purposes of this section, a consumer-owned container shall be designed and

constructed for reuse in accordance with Section 3-304.17(B)(1) of the 2017 Food Code published by the federal Food and Drug Administration. The food provider shall either isolate the consumer-owned containers from the serving surface or sanitize the serving surface after each filling.

2. Food Providers may refuse, at their sole discretion, any customer-provided Reusable Foodware that is cracked, chipped, or corroded, appears inappropriate in size, material, or condition for the intended beverage or food item, or that appears to be excessively soiled or unsanitary. Food Providers may, at their discretion, provide a discount for customers who bring their own Reusable Foodware for takeout.
3. The Food Provider shall prepare, maintain, and adhere to written procedures to prevent cross-contamination.

8.50.080 Disposable Foodware Accessories Upon Request.

- A. Food Providers shall only distribute Disposable Foodware Accessories and Standard Condiments upon the request of the customer.
- B. Food Providers shall include in their digital ordering platforms for ordering food a statement that communicates that Disposable Foodware Accessories are offered only upon request and shall include the ability for customers to select which Foodware Accessories or Standard Condiments they want. If a consumer does not select any single-use Foodware Accessories or Standard Condiments, no single-use Foodware Accessory or Standard Condiments shall be provided by the Food Provider for delivery of ready-to-eat food.
- C. Food Providers shall not package disposable Foodware Accessories and Standard Condiments in a manner that prevents a customer from taking only the type of Foodware Accessory or Standard Condiment desired without also having to take a different type of Foodware Accessory or Standard Condiment.
- D. Food Providers are encouraged, but not required, to take actions in addition to the requirements of this section that support the goal of reducing the use of and waste generated by all disposable food service products.

8.50.090 Latex Balloons and Foil Balloons.

- A. No Person, including but not limited to a balloon wholesaler, retailer (e.g., party supply, craft store) or third-party vendor shall sell or distribute Foil Balloons within the City either as a separate item or included in a packaged product set.
- B. No Person shall use or distribute foil, Foil Balloons on public property within City limits including but not limited to parks and beaches.
- C. No Person shall use or distribute Latex Balloons filled with air or lighter than air gas at any City function or City sponsored event.

- D. No Person shall release Latex Balloons filled with air or lighter than air gas anywhere within the City limits.

8.50.100 Prohibited sales.

No Vendor or Events Promoter in the City may sell or otherwise provide any Polystyrene product which is not wholly encapsulated or encased within a more durable material, except as exempted in Section 8.50.110. This specifically includes, but is not limited to, cups, plates, bowls, trays, clamshells and other products intended primarily for food service use, as well as coolers, containers, ice chests, shipping boxes, packing peanuts, or other packaging materials.

8.50.110 Exemptions and Extensions.

- A. The City Manager or their designee may grant an exemption or extension of time to any Person from the requirements of this Chapter as follows:
1. A request for an exemption or extension of time shall be filed in writing with the City Manager or designee and shall include documentation of the reason for the requested exemption or extension. . The City may require the applicant to provide additional information as necessary, and make an independent verification of the facts provided (e.g., site visit) to make a determination.
 2. Extensions or exemptions shall be granted at the City Manager's, or designee's, sole discretion.
 3. The City Manager or designee's written decision on the exemption or extension is effective within 10 days of the decision.
- B. Extension of Time. The City Manager, or designee, may grant an extension of up to six months to a Food Provider or Vendor, with or without conditions, upon finding that compliance would create an undue hardship. No extensions beyond January 1, 2025, however, shall be provided. Undue hardship may include, but not be limited to, situations where:
1. There are no reasonable alternatives for reasons that are unique to the applicant; or
 2. Compliance with the requirements of this chapter would deprive a person of a legally protected right.
- C. Exemptions to the requirements of this Chapter shall be considered as follows:
1. Foods prepared or packaged outside the City and sold in the City.
 2. Products made from Expanded Polystyrene which are wholly encapsulated or encased by a more durable material. Examples include surfboards, life preservers, and craft supplies.
 3. Construction products made from Polystyrene are exempted from this Chapter if the products are used in compliance with Carpinteria Municipal Code Title 15, Buildings

and Construction, and Chapter 8.10, Stormwater Management, and used in a manner preventing Polystyrene from being released into the environment.

4. During a locally declared emergency, the City, emergency response agencies operating within the City, users of City facilities, and Food Providers and Vendors shall be exempt from the provisions of this Chapter.
 5. The provision or distribution by a Food Provider of a Plastic Beverage Straw to a Person in order to assure full compliance with the Americans with Disabilities Act (42 USC § 12102).
 6. Polystyrene packaging products which have been received from sources outside the City and which may be reused to be kept out of the waste stream.
 7. Food or beverages brought by individuals for personal consumption to City facilities, including, but not limited to City parks, provided the City facility is being used for individual recreation or similar purposes and such facility use is not part of a larger organized event.
- D. To obtain an extension or exemption for complying with the provisions related to Disposable Foodware or Disposable Foodware Accessories under this Chapter, the Food Provider or Vendor must demonstrate that:
1. No Disposable Foodware or Disposable Foodware Accessories item exists with substantially similar size, performance and/or utility that conforms with the disposable foodware standards; and
 2. The nonconforming Disposable Foodware or Disposable Foodware Accessories item to be used in lieu of a conforming item is recyclable or compostable in the City of Carpinteria recyclable or compostable collection program.
 3. Food providers and beverage providers must provide documentation of good faith efforts to obtain a substantially similar compliant item.
 4. Records of attempts to obtain a compliant item may include emails, letters or other correspondence with vendors that furnish Disposable Foodware or Disposable Foodware Accessories, seeking the compliant item and a timeline for compliance.

The City Manager or designee shall have discretion to impose a time limit on any exemption provided under this subsection.

8.50.120 Penalties and Enforcement.

- A. The presence on the premises of a Food Provider of non-recyclable plastic shall constitute a rebuttable presumption that such packaging is being dispensed.
- B. Violations of this Chapter shall be enforced as follows:
 1. In accordance with Public Resources Code Section 42272 (b), the first and second violations of Section 8.50.080 shall result in a notice of violation, and any subsequent

violation shall constitute an infraction punishable by a fine of twenty-five dollars (\$25) for each day in violation, but not to exceed an amount of three hundred dollars (\$300) annually.

2. All other violations of this Chapter by a Food Provider or Vendor shall be subject to administrative fines as provided in Chapter 1.06. Such fines are subject to appeal pursuant to the procedures of that Chapter.
 3. Each and every sale or other transfer of non-recyclable plastic food packaging shall constitute a separate violation of this ordinance.
 4. The City Manager or his or her designee shall be responsible for enforcement of this Chapter. The City Manager or designee may establish regulations or administrative procedures, and take other action that is reasonable and necessary to further the purposes of this Chapter.
 5. The City Attorney may seek legal, injunctive, or other equitable relief to enforce this Chapter and any regulations or administrative procedures developed pursuant thereto.
- C. The remedies and penalties provided in this Chapter are cumulative and not exclusive of other remedies and penalties available under other provisions of applicable law."

SECTION 3. Environmental Review.

The City Council finds that this ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. Further, the proposed Ordinance is exempt from CEQA pursuant to CEQA Guidelines Section 15308 on the separate and independent ground that it is an action of a regulatory agency for the protection of the environment because, among other things, it will regulate the use and sale of Polystyrene products and reduce the amount of Polystyrene products that enter local landfills and waterways.

SECTION 4. Severability.

If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the remainder of this Ordinance, which shall remain in full force and effect. The City Council hereby declares that it would have passed and adopted this ordinance, and each and all provisions hereof, irrespective of the fact that any one or more provisions may be declared invalid.

SECTION 5. Effective Date.

This ordinance shall take effect on the 31st day following its adoption.

SECTION 6. Certification.

The City Clerk shall certify the adoption of this ordinance and within 15 days after its adoption shall cause it to be published in accordance with California law.

PASSED, APPROVED AND ADOPTED on _____, 20____, 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, 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 on _____.

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

APPROVED AS TO FORM:

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