City of Carpinteria
City Council Regular Meeting Agenda
Tuesday, May 27, 2025
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/).
- 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.
- Join the City's Zoom webinar 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.
- Spanish interpretation will be available at the in-person meeting and through the City's Zoom webinar.

Public Comments

- Provide a live public comment in City Council Chambers at City Hall (5775 Carpinteria Ave.).
- 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. 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, or (2) the **eComment** link on the City's agenda website available at https://carpinteriaca.gov/city-hall/agendas-meetings/. Please reference the agenda item to which your comment pertains. Although

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.

Levine Act Warning

Applicants and their agents before the City Council are subject to the campaign disclosure provisions detailed in Government Code Section 84308. No City Council Member may accept, solicit, or direct a contribution of more than $500 from any party for 12 months following the date a final decision is rendered by the City. No City Council Member may accept, solicit, or direct any contribution from an agent of the party during the same time frame. This prohibition commences when an item involving the entitlement has been placed on the City Council's agenda for a public meeting, when the City Council Members knows the action is within the City Council's jurisdiction and it is reasonably foreseeable that it will come before the City Council as a decisionmaker, or when the proceeding is before the City Council for its decision. A party to a City proceeding —which includes both applicants and agents—shall disclose on the record of the proceeding any contribution of more than $500 made to any Council Member by the applicant, or any donations made by the agent, during the preceding 12 months. No party to a City proceeding, or agent, shall make a contribution to a Council Member during the proceeding and for 12 months following the date a final decision is rendered by the City. Prior to rendering a decision on a City proceeding, any Council Member who received contribution of more than $500 within the preceding 12 months from any party, or who received any donations from an agent, to a proceeding shall disclose that fact on the record of the proceeding, and shall be disqualified from participating in the proceeding. However, if any Council Member receives a contribution that otherwise would require disqualification, and returns the contribution within 30 days of knowing about the contribution and the relevant proceeding, the Council Member shall be permitted to participate in the proceeding. If you believe that these provisions apply to you or a Council Member, please inform the City Clerk at the earliest possible opportunity. Failure to do so may affect the City's ability to process your application.

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. Mayoral Recognition to Diana Ornelas, Carpinteria Club Director of the United Boys & Girls Clubs of Santa Barbara County for receiving the 2025 Pacific Trainer of the Year Award by the Boys & Girls Clubs of America.

2. Retirement Recognition for Jody Thomas, City Librarian.

PUBLIC INFORMATION REPORTS AND ANNOUNCEMENTS

This may include updates on law enforcement activity within the City from a Sheriff's Office representative or a report from a representative of the First District Supervisor's Office.

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 or as otherwise specified below.

a. City Employee Updates
b. Updates on Capital Improvement Projects
c. Updates on Development Applications
d. Other City/Community Updates

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 Mayor may establish reasonable regulations for public comment based on the time available and/or the number of persons waiting to speak. Typically, the Council's practice has been to limit each speaker to three minutes. 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.

3. Approve the minutes of the regular meeting held May 12, 2025.

4. Receive and file the Expenditures for the period beginning May 5, 2025 and ending May 16, 2025.

5. Receive and file the Report of Contracts Executed by the City Manager for the Period of April 8, 2025 through May 6, 2025.

6. Receive and file the Monthly City Treasurer's Report on Compliance with Statement of Safekeeping and Investment of Public Funds for April 2025.

7. Adopt Ordinance No. 793 (second reading), amending Chapter 2.37 of Title 2 (Administration and Personnel) of the Carpinteria Municipal Code to modify the provisions relating to the appointment and service of Youth Representatives on the Library Advisory Commission. *(Requires a roll call vote.)*

8. Adopt Resolution No. 6402, approving an amendment to the City's Investment Policy to change the investment reporting frequency from quarterly to monthly.

ADMINISTRATIVE MATTERS:

9. Approval of the First Amendment to the Agreement with Two Trumpets Communications, LLC, Extending the Contract Term Through June 30, 2029, and Increasing the Total Contract Amount to $427,500 for Public Outreach and Communications Support Services.

   Recommendation: Approve the First Amendment to the Agreement for Consultant Services with Two Trumpets Communications, LLC, extending the term of the agreement through June 30, 2029, and increasing the not-to-exceed contract amount by $342,000, for a total amended amount of $427,500, for continued public outreach and communications support services. (Requires a roll call vote.)

   Staff Presenter: Juliza Briones, Program Manager

   a. Staff Report
   b. Public Comment

c. City Council Determination

10. Amendment No. 2 to the Maintenance Agreement with Showscapes Inc. (dba Treescapes) for a One-Year Term Extension and Associated Costs to Provide Landscape Maintenance Services.

Recommendation: Authorize the City Manager to execute Amendment No. 2 to the Maintenance Agreement with Showscapes Inc. (dba Treescapes) for a one-year term extension to provide landscape maintenance services in an amount not-to-exceed $267,600 for a total amended agreement amount of $1,229,010. *(Requires a roll call vote.)*

Staff Presenter: Stephon Downes, Management Analyst II

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

PUBLIC HEARING:

11. Resolution No. 6398, concerning the continuation of Street Lighting District No. 1 for Fiscal Year 2025-26.

Recommendation: Adopt Resolution No. 6398, concerning the continuation of Street Lighting District No. 1 for Fiscal Year 2025-26.

Staff Presenter: Stephon Downes, Management Analyst II

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

12. Resolution No. 6399, concerning the continuation of Lighting, Landscaping and Right-of-Way Improvement District No. 3 for Fiscal Year 2025-26.

Recommendation: Adopt Resolution No. 6399, concerning the continuation of Lighting, Landscaping and Right-of-Way Improvement District No. 3 for Fiscal Year 2025-26.

Staff Presenter: Stephon Downes, Management Analyst II

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

13. Resolution No. 6400, concerning the continuation of Parking and Business Improvement Area Assessment District No. 4 for Fiscal Year 2025-26.

    Recommendation: Adopt Resolution No. 6400, concerning the continuation of the Parking and Business Improvement Area Assessment District No. 4 including establishing the annual general business assessment amount of $126.45 for Fiscal Year 2025-26.

    Staff Presenter: Stephon Downes, Management Analyst II

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

14. Resolution No. 6401, concerning the continuation of Assessment District No. 5 for Fiscal Year 2025-26.

    Recommendation: Adopt Resolution No. 6401, concerning the continuation of Assessment District No. 5 for Fiscal Year 2025-26.

    Staff Presenter: Stephon Downes, Management Analyst II

    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. Community Pool Facility Needs Assessment.

    Recommendation: Receive and file the Community Pool Facility Needs Assessment and direct staff as appropriate.

    Staff Presenter: Jeanette Gant, Parks, Recreation & Community Services Director

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

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

COMMITTEE REPORTS, INQUIRIES AND OTHER MATTERS PRESENTED BY COUNCILMEMBERS

Informational reports from Councilmember representatives on the committees, commissions and organizations listed below. This is also an opportunity for Councilmembers to request information from staff or seek support from fellow Councilmembers for future agenda items.

1. Appointees to Other Government Agencies

    a. Beach Erosion Authority for Clean Oceans and Nourishment (BEACON) (Mayer/Alt. Clark)
    b. California Joint Powers Insurance Authority (CJPIA) (Solórzano/Alt. Clark)
    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) (Goleta/Alt. Nomura)
    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. Solórzano)
    b. Santa Barbara Joint Affordable Housing Task Group (Mayer/Alt. Alarcon)
    c. Santa Barbara County Elected Leaders Forum to Address Homelessness (Mayer/Alt. Alarcon)
    d. South Coast Youth Safety Partnership (Solórzano/Alt. Mayer)
    e. Multijurisdictional Solid Waste Task Group (Mayer/Alt. Alarcon)

3. Joint and Standing Committees

    a. City Council/Economic Vitality Committee (Alarcon & Mayer)
    b. City Council/Public Safety Committee (Clark & Nomura)
    c. City Council/School Board Committee (Mayer and Solórzano)
    d. City Council/Utilities Committee (Nomura & Clark)
    e. City Council/First District Supervisor Committee (Alarcon & Mayer)
    f. City Council Finance/Budget Committee (Alarcon & Clark)
    g. Transportation Committee (Clark & Mayer)

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) (Solórzano & Clark) (PC: Benefield and Salant)
j. Public Facility Site Acquisition/Development Committee (Clark & Nomura)
k. Sustainability Committee (Nomura & Solórzano)
l. Public Engagement Committee (Solórzano & Nomura)

4. Ad Hoc Committees

a. E-Conveyance Committee (Mayer & Alarcon)

5. Appointed Representatives to Area Boards & Committees

a. Community Media Access Center (Gary Dobbins)
b. County Library Advisory Committee (Glynn Birdwell)

ATTENDANCE OF COUNCILMEMBERS FOR FUTURE MEETINGS

ADJOURNMENT

The next regular City Council meeting will be held on Monday, June 9, 2025 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, May 21, 2025, in the City Clerk's Office, on the City Hall Public Notices Board, and on the Internet.

Agenda Section: Presentations Agenda
Item No.: 1
Council Meeting Date: May 27, 2025

Mayoral Recognition Awarded to Diana Ornelas

The City of Carpinteria commends and congratulates Diana Ornelas, Carpinteria Club Director of the United Boys & Girls Clubs of Santa Barbara County, for receiving the 2025 Pacific Trainer of the Year Award by the Boys & Girls Clubs of America. Your contributions have made a lasting impact on the Carpinteria Club and the broader Boys & Girls Movement. You continue to make a meaningful difference at the Carpinteria Club, fostering a safe and enriching space where hundreds of local youth are empowered to grow and succeed.

_____

Natalia Alarcon, Mayor

Certificate of Recognition

Agenda Section: Presentations
Agenda Item No.: 2
Council Meeting Date: May 27, 2025

Presented to

Jody Thomas

In honor of your retirement and in recognition of your 25 years of dedicated public service, including the past three years as the City of Carpinteria's first City Librarian.

Your leadership marked a historic transition as the City assumed local management of its library services. As our inaugural City Librarian, you have been instrumental in launching innovative programs and expanding services that have enriched the lives of residents across generations. Your vision, dedication, and steadfast commitment to inclusivity and community engagement have made the library a welcoming, vibrant, and essential space for all. You have truly embodied the spirit of public service and the values of our diverse community.

On behalf of the City Council, City staff, and the residents of Carpinteria, we extend our deepest gratitude and best wishes for a joyful and fulfilling retirement.

Presented this 27th day of May, 2025
at a meeting of the City Council of the City of Carpinteria
With gratitude and respect,

Natalia Alarcon, Mayor

Michael Ramirez, City Manager

Roy Lee
County Supervisor, First District

Agenda Section: Public Information

Agenda Item No.: N/A

Council Meeting Date: May 27, 2025

Date: May 21, 2025

To: Michael Ramirez, City Manager + Honorable Carpinteria City Council

From: Supervisor Roy Lee

Subject: 5/27 Agenda for Report from First District Supervisor Roy Lee

CC: Brian Barrett, City Clerk

Updates from District 1 Supervisor Roy Lee at Carpinteria City Council Meeting:

1. Update on County Onshore Oil + Gas Phaseout
2. Update on Pro-Housing Designation
3. May 21st Carpinteria Town Hall Follow-Up
4. Upcoming June 3rd Board Meeting regarding Cannabis:
    a. Cannabis Business License Fee Ordinance Amendment
    b. Ch. 50 Cannabis Licensing Ordinance Amendment
    c. Cannabis Tax Revenue and Uses Budget Direction

105 E. Anapamu Street, 4th Floor Santa Barbara, CA 93101 · (805) 568-2186
roylee@countyofsb.org
www.countyofsb.org
Follow us @CountyofSB

Agenda Section: City Manager Report
Agenda Item No.: N/A
Council Meeting Date: May 27, 2025

MEMORANDUM

Council Meeting Date: **May 27, 2025**

To: Honorable Mayor and City Council

From: Michael Ramirez, City Manager

Subject: **City Manager's Report**

CITY EMPLOYEE UPDATES

Recruitments

Below is a partial list of open recruitments and their current status. Additional information on City job openings is available online at https://carpinteriaca.gov/city-hall/human-resources/.

- Environmental Program Manager – Full-Time
  - Deadline to Apply: June 1, 2025
- Public Works Manager – Full-Time
  - Pending Interviews
- Recreation Leader – Part-Time (Two Positions)
  - Pending Interviews
    - Beach Boat House (Equipment Rentals)
    - Library (Summer Reading Program)

Staff Training/Development

- **Staff Development:** From May 5 through 7, Program Manager Juliza Briones attended the California Emergency Services Association (CESA) Conference in San Francisco. The event brought together emergency management professionals from across the state to share knowledge, experiences, and best practices. Juliza's attendance provided a valuable opportunity to learn about the latest strategies and innovations in emergency preparedness, response, and recovery—knowledge that will help strengthen the City's emergency management efforts.

- **Aquatics Training:** Several new and returning aquatics staff participated in the following training sessions:

- April 14 and 15: *New Beach Lifeguards* attended staff training that included an overview of policies and procedures, first aid, and practice skill exercises.
- April 18, 19, and 27: *New Pool Lifeguards* completed American Red Cross Lifeguard Training and received their certifications.
- May 17 and 18: *Beach Lifeguards* participated in training conducted by the Carpinteria-Summerland Fire Department and received two certifications: United States Lifesaving Association (USLA) Beach Lifeguarding and American Heart Association (AHA) CPR-First Aid.

City Staff Participation in Community Events

Assistant City Manager Ryan Kintz attended a regional workforce development event hosted by the Santa Barbara South Coast Chamber of Commerce at Carpinteria High School. The event showcased the Chamber's pilot program, "Precision Manufacturing Career Pathways for All," developed in partnership with Carpinteria Unified School District. Held in teacher Kurt Miller's "Warrior Workshop," the event brought together local employers, students, educators, and regional partners to highlight career pathways in manufacturing and STEM fields. The City's participation reflects ongoing efforts to support youth engagement, industry-education collaboration, and workforce development in Carpinteria.

City Manager Michael Ramirez attended a town hall hosted by Santa Barbara County First District Supervisor Roy Lee at the Carpinteria Veterans Memorial Building. The event focused on local safety and community concerns and featured presentations from representatives of the Santa Barbara County Public Health Department, Public Works, the Sheriff's Office, the Fire Safety Council, and other regional agencies. The event included a Q&A session with residents and helped facilitate interagency coordination on public safety topics relevant to the Carpinteria community.

City Manager Ramirez and Community Development Department Director Nick Bob Bobroff attended the soft opening for Linden Square, a new collection of restaurants, retail stores, and more in Carpinteria's downtown. The developers for the project praised the City for their assistance throughout the multi-year process and City Manager Ramirez was asked to MC the event, affirming the City's support for local businesses.

UPDATES ON DEVELOPMENT APPLICATIONS

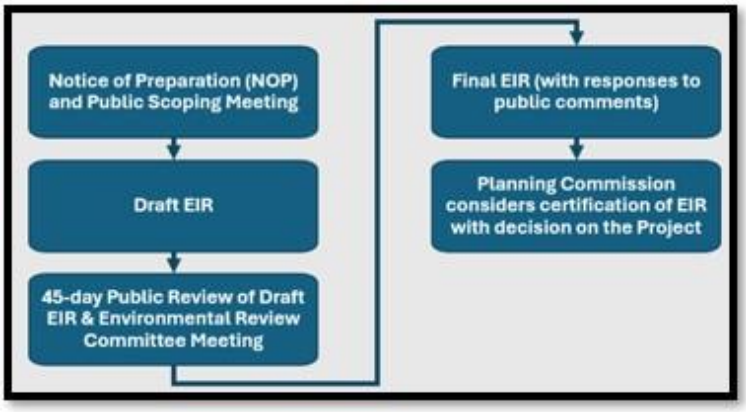
Save the Dates - NOP and Scoping Meeting for the Surfliner Inn Project

Last month, the City executed an agreement with Environmental Science Associates (ESA) to prepare the Environmental Impact Report (EIR) for the Surfliner Inn Project. The first steps in the EIR process are to publish a Notice of Preparation (NOP) and hold a Public Scoping Meeting (see flowchart below). City Staff and ESA have tentatively scheduled those first steps to occur in the coming weeks:

- NOP 30-day Comment Period: May 29 through June 27, 2025

- Public Scoping Meeting: Monday, June 16, 2025 at 5:30 p.m. in the Council Chambers

The NOP serves as a formal request for public input on the scope and content of the EIR. During the 30-day NOP comment period, responsible agencies and members of the public will be encouraged to submit comments related to the project's potential environmental issues, mitigation measures, and alternatives. The Public Scoping Meeting is proposed to be held within that 30-day comment period to further enhance transparency and public participation. While no project decisions are made at the Scoping Meeting, attendees will have the opportunity to ask clarifying questions about the project and/or the process, and to raise issues regarding the potential environmental impacts in a public setting. This proactive involvement will help ensure that the EIR comprehensively addresses all relevant environmental concerns, leading to more informed decision-making and better project outcomes. All of this information will be prominently posted on the City's project webpage at https://carpinteriaca.gov/city-hall/community-development/linden-inn-project/ and anyone who would like to be added to the interested parties list should email Mindy Fogg at mindyf@carpinteriaca.gov.



OTHER CITY/COMMUNITY UPDATES

Tentative Date for CLUP/GP Update Release

The Community Development Department (CDD) has been working with the WSP consulting team on the City's Coastal Land Use Plan / General Plan (CLUP/GP) Update. This update represents a significant milestone in shaping the future of our community, outlining key goals, policies, and strategies that will guide the City's growth and development over the coming decades. The full Draft CLUP/GP document is tentatively scheduled to be released for public review on **June 10, 2025** for a 60-day public comment period. CDD staff will be scheduling a public workshop to occur during the 60-day review period to provide an overview of the CLUP/GP and to receive public feedback. Date, time and location are TBD and will be publicly shared once finalized. Anyone can sign up for notices here: https://mailchi.mp/997a036a45a2/thecurrent_cityofcarpinteria or email GPUpdate@carpinteriaca.gov.

HOST Program Kicks Off 2025 Season with Strong Volunteer Engagement and Fresh Updates

The HOST program officially kicked off its 2025 season with a successful first meeting on Wednesday, May 14. We're excited to share that over 50 community volunteers have signed up to participate this summer—demonstrating strong local enthusiasm and support for this initiative. Our first in-person meeting welcomed 26 attendees, who shared ideas, received training, and are eager to get started. We're thrilled to launch another season of HOST and deeply appreciate the dedication of our volunteers who help make our city welcoming and vibrant for all.

In preparation for the season, the HOST kiosk received a deep cleaning and a full seasonal refresh. Program Manager Juliza Briones conducted a complete inventory of all distributed materials and, in collaboration with Lea from Two Trumpets, led a major redesign of the kiosk handouts. For the first time since the kiosk was constructed in 2009, materials were thoughtfully updated—and now available in both English and Spanish—to better serve our diverse community. The refreshed resources include "Free and Fun Things to Do in Carpinteria," local parks and recreation information, and details on beach rentals at the Boathouse.

HOST volunteers serve as community ambassadors, supporting the Visitor Kiosk and helping both residents and visitors discover local businesses, events, and hidden gems throughout the city. The kiosk will be open Fridays through Sundays from Memorial Day Weekend through Labor Day Weekend.

CERT Training Underway with Strong Community Participation

The Spring 2025 Cohort Community Emergency Response Team (CERT) training program officially began on Tuesday, May 13. This year's course will run for eight consecutive weeks, providing participants with hands-on training in disaster preparedness, basic response skills, and team organization. We're pleased to report that 15 residents are taking part in this cohort's program. Their commitment to building personal and community resilience is a great asset to our emergency preparedness efforts. We look forward to seeing their growth throughout the training and their continued involvement in supporting public safety in our city.

City of Carpinteria Fix-it Fair

The City of Carpinteria is hosting a Fix-it Fair on Saturday, May 31, 2025, from noon to 4 p.m. at the Veterans Memorial Building, 941 Walnut Ave. This event offers community members the opportunity to get their broken items repaired, **at no cost**, while promoting a culture of reuse and sustainability.

Attendees will learn how to fix their old or broken items with help from local experts in the following categories:

- Clothing
- Skateboards
- Bicycles
- Books
- Small household appliances
- Locks
- Guitars and tube amps
- Kitchen knife sharpening
- And IT Support

There is a limit of two (2) items per person.

To see the full list of confirmed fixers or if you are a creator, repairer or anyone with skills and an interest in volunteering time, visit the Fix-it Fair webpage at carpinteriaca.gov/fixitfair.

CycleMAYnia, Carp Family Ride

On May 10th, as part of Santa Barbara County Association of Governments' (SBCAG) month-long CycleMAYnia celebration for National Bike Month, City staff partnered with MOVE Santa Barbara County to host a family bike ride around Carpinteria. Sixteen participants joined the five-mile 'Carp Family Ride' loop, discovering new bike routes, and learning how to safely navigate city infrastructure on a bike. Along the way, riders fed fresh veggies to friendly chickens, ducks, and a goat named Twilight, observed nesting birds near Carpinteria Creek estuary, learned about the cultural significance of Tomol Interpretive Play Area, and toured the Carpinteria Community Garden. The ride concluded with pizza and popsicles at El Carro Park.

Library Advisory Commission Youth Position

In response to a request for clarification regarding the goals and objectives of the Library Advisory Commission (LAC) Youth Position, staff has reviewed past Council and commission discussions related to the program's development.

On February 12, 2024, the Library Advisory Commission (LAC) formally recommended the addition of a Youth Position to the Commission to the Library Board of Trustees (LBOT). The recommendation emphasized the value of including a youth representative to bring a unique and relevant perspective to the Commission's discussions and decisions, particularly on matters that impact younger community members.

This initiative aligned with City Council's goal to increase opportunities for youth to participate in City operations and local government, and to foster awareness and interest in public service among the next generation.

During the May 13, 2024 City Council meeting, the following objectives were identified for the Youth Position:

- Introduce young people to City government and public process through hands-on experience in an advisory role.
- Provide the LAC with direct input from youth stakeholders, enhancing the Commission's ability to consider diverse perspectives in its recommendations.
- Support Council's broader youth engagement priorities by creating meaningful, structured opportunities for civic participation.

The position is intended to be established as an ad hoc, non-voting role, allowing for flexibility while promoting youth involvement and leadership development.

Staff will continue to monitor the implementation and effectiveness of the Youth Position and report back with any recommended adjustments as the program evolves.

Aquatics Staff Trainings

On Saturday, May 17, and Sunday, May 18, all Beach Lifeguard staff participated in the annual pre-summer training for Beach Lifeguards and Junior Lifeguard Instructors. The training included rescue buoy and rescue board drills, first aid and CPR review, as well as extensive swimming and running exercises to prepare for the summer season.

On Sunday, the City team was joined by certified water rescue personnel, including Firefighters and Lifeguards from the State Parks, for a joint training session focused on coordinated response and rescue techniques.

AgeWell Saturday Excursions

On May 2nd, the AgeWell Abuelos Program visited Carpinteria-Summerland Fire Protection District Station 61. Participants enjoyed an extensive and informative tour conducted entirely in Spanish. The visit offered valuable insight into the daily operations of the station and the vital work of our local firefighters. See the below photos for highlights from the day!

The next AgeWell Saturday Excursion will be to the Chrisman California Islands Center, located at 4994 Carpinteria Avenue, Carpinteria, CA, on Saturday, June 7th. Members will meet at 11:00 AM for a guided tour of the Islands Center, offering a unique opportunity to explore the natural and cultural history of the Channel Islands.





Agenda Section: Consent Calendar
Agenda Item No.: 3
Council Meeting Date: May 27, 2025

City of Carpinteria
City Council Minutes
Regular Meeting
Monday, May 12, 2025

Council Chamber, 5775 Carpinteria Avenue, Carpinteria, CA 93013

In-Person and Virtual

CALL TO ORDER

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

ROLL CALL

Councilmembers present:	Councilmember Al Clark	(District No. 5)
	Councilmember Julia Mayer	(District No. 3)
	Councilmember Wade T. Nomura	(District No. 4)
	Vice Mayor Mónica J. Solórzano	(District No. 1)
	Mayor Natalia Alarcon	(District No. 2)

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
Ryan Kintz, Assistant City Manager
Brian C. Barrett, City Clerk
Ryan Benson, Management Analyst I
John L. Ilasin, Public Works Director
Nick Bobroff, Community Development Director
Bret McNulty, Principal Planner
Lieutenant Rich Brittingham, Santa Barbara County Sheriff's Department
Jeanette Gant, Parks, Recreation & Community Services Director
Licette Maldonado, Administrative Services Director

The Council agreed to hear the Closed Session matter at the end of the agenda.

PLEDGE OF ALLEGIANCE

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

COUNCILMEMBER(S) REQUEST FOR REMOTE PARTICIPATION UNDER AB 2449

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

AGENDA MODIFICATIONS: NONE

INTRODUCTIONS, PROCLAMATIONS AND PRESENTATIONS:

2. A Proclamation Designating May 2025 as "Asian American & Pacific Islander Heritage Month" in the City of Carpinteria. *(Requires taking public comment and approval prior to the City Council reading and presenting the proclamation.)*

There was no public comment.

Motion by Vice Mayor Solórzano, seconded by Councilmember Nomura, to approve the Proclamation Designating May 2025 as "Asian American & Pacific Islander Heritage Month" in the City of Carpinteria. Upon voice vote, the motion carried unanimously.

Vin Bennett with Santa Barbara Asian American & Pacific Islander Solidarity Network provided remarks and Mayor Alarcon and the Council presented members of the Santa Barbara Asian American & Pacific Islander Solidarity Network with the proclamation. Councilmember Nomura provided remarks.

3. A Proclamation Designating May 18 through 24, 2025, as National Public Works Week in the City of Carpinteria. *(Requires taking public comment and approval prior to the City Council reading and presenting the proclamation.)*

There was no public comment.

Motion by Vice Mayor Solórzano, seconded by Councilmember Clark, to approve the Proclamation Designating May 18 through 24, 2025, as National Public Works Week in the City of Carpinteria. Upon voice vote, the motion carried unanimously.

Public Works Director Ilasin provided remarks and Mayor Alarcon and the Council presented the proclamation to Public Works staff.

4. Fiscal Year 2024-25 Community Services Support Grants Recipients Reports by Girls Inc. of Carpinteria, Boys and Girls Club of Carpinteria Valley, and Carpinteria Children's Project.

Councilmember Nomura recused himself from this item since he is the President of the Carpinteria Boys & Girls Club Foundation and left the Council Chambers at 5:45 pm.

Management Analyst I Benson introduced Jaime Collins, Executive Director of Girls Inc. of Carpinteria; Taylor Swan, Chief Development Officer of United Boys and Girls Clubs of Santa Barbara County, and Teresa Alavarez, Executive Director of Carpinteria Children's Project and Guadalupe Perez, Director of Early Learning with Carpinteria Children's Project and all provided presentations of their respective services.

Speakers in-person: Rogelio Delgado

Councilmember Nomura returned to the dais at 6:11 pm.

5. Introduction of New Employee: Bret McNulty, Principal Planner.

Community Development Director Bobroff introduced new employee Bret McNulty, Principal Planner.

There was no public comment.

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

Mayor Alarcon temporarily adjourned the meeting at 6:13 pm.

RECONVENE THE REGULAR MEETING OF THE CITY COUNCIL

Mayor Alarcon reconvened the meeting at 6:33 pm.

PUBLIC INFORMATION REPORTS AND ANNOUNCEMENTS

Lieutenant Brittingham with the Santa Barbara County Sheriff's Department provided a law enforcement report for the month of April.

There was no verbal public comment.

Emails distributed: Stephen Marcussen

CITY MANAGER'S REPORT

a. City Employee Updates

   Assistant City Manager Kintz provided updates on City recruitments.

b. Updates on Capital Improvement Projects

   None.

c. Updates on Development Applications

   Community Development Director Bobroff reported on the Notice of Preparation and Scoping Meeting for the Surfliner Inn Project and the official state income limits for 2025 released by the California Department of Housing and Community Development.

d. Other City/Community Updates

City Manager Ramirez reported on the Fix-It-Fair and AgeWell activities.

PLANNING COMMISSION ACTIONS

Community Development Director Bobroff reported on the Planning Commission Actions from its meeting of May 5, 2025.

Speakers in-person: Mark Korte-Nahabedian representing Chevron

PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA

There was no verbal public comment.

Emails distributed: Jon Spendlove, Ryan Gilmore, and Anonymous

CONSENT CALENDAR:

There was no public comment.

Motion by Councilmember Mayer, seconded by Councilmember Nomura, to approve the Consent Calendar Item Nos. 6 through 8. The roll call vote on the motion was as follows:

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

The motion carried unanimously.

6. Approve the minutes of the regular meeting held April 28, 2025.

7. Receive and file the Expenditures for the period beginning April 21, 2025 and ending May 2, 2025.

8. Adopt Ordinance No. 792, (second reading) updating Carpinteria Municipal Code Chapter 2.04 to Remove Reference to Robert's Rules of Order for the Conduct of City Council Meetings. *(Requires a roll call vote.)*

ADMINISTRATIVE MATTERS:

9. Ordinance No. 793, an Ordinance of the City Council of the City of Carpinteria, California, amending Chapter 2.37 of Title 2 (Administration and Personnel) of the

Carpinteria Municipal Code To Modify The Provisions Relating To The Appointment And Service Of Youth Representatives On The Library Advisory Commission.

Recommendation: Approve Ordinance No. 793, as read by title only (first reading). *(Requires reading of ordinance title and a roll call vote.)*

Parks, Recreation & Community Services Director Gant presented the staff report.

There was no public comment.

Motion by Vice Mayor Solórzano, seconded by Councilmember Nomura, to approve Ordinance No. 793 on first reading, by title only, and to continue the second reading and adoption to the City Council meeting of May 27, 2025 and incorporate additional ordinance language to allow Youth Representatives more flexibility to miss Library Advisory Commission meetings as needed due to their academic/sports schedules.

City Clerk Barrett read aloud the title of Ordinance No. 793 into the record.

The roll call vote on the motion was as follows:

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

The motion carried unanimously.

Councilmember Nomura requested seeing the goals/objectives and the outcomes for youth participation on the Library Advisory Commission.

PUBLIC HEARING: NONE

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:

10. City of Carpinteria Equity Plan Update.

    Recommendation: Receive and file report from Equity Praxis on the progress and status of the City of Carpinteria's Equity Plan.

City Manager Ramirez introduced Jarrod Schwartz, Founder & Principal and René Castro, Senior Consultant both with Equity Praxis Group who provided the PowerPoint presentation. Messrs. Schwartz and Castro were present via Zoom.

There was no public comment.

Motion by Vice Mayor Solórzano, seconded by Councilmember Nomura, to receive and file the report from Equity Praxis on the progress and status of the City of Carpinteria's Equity Plan. Upon voice vote, the motion carried unanimously.

11. Development of Policy for Councilmember Attendance at Events.

    Recommendation: Receive presentation from staff and provide direction regarding development of policy for Councilmember attendance at events where Brown Act limitations may apply.

Legal Counsel Acos presented the staff report.

Speakers in-person: Rogelio Delgado

Speakers via Zoom: Alexandra VanAntwerp

There was consensus of the Council to direct staff to proceed with the development of a policy for Councilmember attendance at events where Brown Act limitations may apply and the Council provided the following feedback:

- Include a tip section in the policy should Councilmembers find themselves with a quorum of the Council at an event.
- For public perception, language that Councilmembers could use to explain why they are not able to attend an event that they are being requested to attend.
- Of the options presented by staff, do not include "First Come, First Serve"; however, include "Mayor/Vice Mayor Priority" as well as "Attendance Based on Subject Matter", depending on the event; "Rolling List" is a good idea, but it is a lot more work for staff.
- There are events that may not fall into the presented categories so create a policy that is flexible.
- Create a prioritized list or flow chart for staff and Council to follow.
- "Mayor/Vice Mayor" is important, but realize that the Vice Mayor usually becomes the Mayor; it should be the "Mayor/Councilmember" because the Vice Mayor will have their chance to attend events when they are Mayor.
- For events with long lead times, the Council could discuss which Councilmembers will attend the event at a Council meeting.
- Be as inclusive as possible to allow the Council to attend events.

Motion by Councilmember Mayer, seconded by Councilmember Nomura, to receive the staff presentation regarding development of a policy for Councilmember attendance at events

where Brown Act limitations may apply based on the direction and comments provided by Councilmembers. Upon voice vote, the motion carried unanimously.

Mayor Alarcon recessed to a break at 8:07 pm and reconvened the meeting at 8:17 pm.

12. Third Quarter Department Reports for the Fiscal Year 2024/25 Budget.

    Recommendation: Receive and File Third Quarter Department Reports for Fiscal Year 2024/25 Budget.

City Manager Ramirez introduced the item and went over the General Government Department PowerPoint slides along with Assistant City Manager Kintz, Administrative Services Director Maldonado covered the Administrative Services Department slides, Community Development Director Bobroff covered the Community Development Department slides, Public Works Director Ilasin covered the Public Works Department slides, and Parks, Recreation & Community Services Director Gant covered the Parks, Recreation & Community Services Department slides.

Speakers in-person: Rogelio Delgado

Motion by Vice Mayor Solórzano, seconded by Councilmember Nomura, to receive and file the Third Quarter Department Reports for the Fiscal Year 2024/25 Budget. Upon voice vote, the motion carried unanimously.

LEGISLATIVE UPDATE

Legal Counsel Acos reported on the federal bill introduced by Congressman Carbajal to permanently prohibit oil and gas leasing off of the coast of California. She provided a status of the bill which was introduced in the House and referred to the House Committee on Natural Resources on April 10th and it is still being reviewed in this Committee. She noted that this bill is partnering with a pair of bills introduced in the Senate that aim to permanently block oil and gas drilling in the Atlantic and the Pacific Oceans. She said that the City Attorney's Office would continue to track the progress of this bill.

There was no public comment.

COMMITTEE REPORTS, INQUIRIES AND OTHER MATTERS PRESENTED BY COUNCILMEMBERS

Vice Mayor Solórzano reported that the Santa Barbara Metropolitan Transit District Board met on May 6th and talked about the service plan for FY 25/26, received a financial update and third quarter review of FY 24/25 and presented updates to their staff employee handbook, among other items.

Mayor Alarcon reported on that the E-Conveyance Committee will have its first meeting in June and the First District Supervisor Committee will meet on May 16th at 8 am.

ATTENDANCE OF COUNCILMEMBERS FOR FUTURE MEETINGS

All Councilmembers are expected to be in attendance at the May 27, 2025 Council meeting.

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
   Significant exposure to litigation pursuant to paragraph (3) of subdivision (d) of Section 54956.9: One case

Legal Counsel Acos read aloud the title of the Closed Session into the record.

PUBLIC COMMENT ON CLOSED SESSION MATTER

There was no public comment.

TEMPORARY ADJOURNMENT TO CLOSED SESSION

Mayor Alarcon temporarily adjourned the meeting to Closed Session at 9:31 pm.

RECONVENE IN OPEN SESSION

Mayor Alarcon reconvened the meeting in Open Session at 10:43 pm with all Councilmembers, City Manager Ramirez, Legal Counsel Acos, and City Clerk Barrett present.

CLOSED SESSION REPORT

Legal Counsel Acos announced that there was no reportable action from the Closed Session.

ADJOURNMENT

Mayor Alarcon adjourned the meeting at 10:44 pm.

_____
Natalia Alarcon, Mayor

ATTEST:

_____
Brian C. Barrett, CMC, CPMC
City Clerk

Agenda Section: Consent Calendar
Agenda Item No.: 4
Council Meeting Date: May 27, 2025

City of Carpinteria

COUNCIL AGENDA STAFF REPORT

ITEM FOR COUNCIL CONSIDERATION

Expenditures for the period beginning May 05, 2025 and ending May 16, 2025.

STAFF RECOMMENDATION

Receive and file Warrant Register for the period of May 5, 2025, through May 16, 2025, pursuant to Carpinteria Municipal Code 2.08.150(F).

DISCUSSION

As part of each regular City Council agenda, a list of all checks (Attachment A) disbursed 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 the City's fiscal activity since the prior reporting period and ensure expenditures are within the approved budget.

ATTACHMENTS

Attachment A: Warrant Register for the period beginning May 05, 2025, and ending May 16, 2025.

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: Ryan Kintz, Assistant City Manager
(805) 755-4400, ryank@carpinteriaca.gov

Signature

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

Signature

ATTACHMENT A

Warrant Register

Carpinteria, CA

Date Range: 05/05/2025 - 05/16/2025

Vendor Number / Payable #	Vendor Name / Payable Type	Payable Description	Payment Date	Payment Amount	Number
Bank Code: AP Bank-AP Bank					
Payment Type: Regular					
	ADVANTAGE TELECOM		05/08/2025	50.90	105721
168632	Invoice	MAY25 EMERGENCY PHONE LINE SERVICES			
	AMAZON CAPITAL SERVICES INC		05/08/2025	4,795.42	105722
13LP-JKMW-TJLJ	Invoice	BOOKS FOR LIBRARY			
13RJ-V1Q3-6X97	Invoice	ZIP BOOKS: M. RAMIREZ			
14FY-C7DV-1F9J	Invoice	CARPINTERIA READS BOOKS			
14RX-DNVY-CLKK	Invoice	CRAFT SUPPLIES FOR LIBRARY			
16TK-1G11-CHXM	Invoice	BOOKS FOR LIBRARY			
179T-TD4M-KTHD	Invoice	TONER CARTRIDGES FOR COMMUNITY POOL			
19CG-39NQ-MR7F	Invoice	DUM DUM SUCKERS FOR SWIM TEAM			
19P3-MCXX-T9HJ	Invoice	ZIP BOOKS: N. RODRIGUEZ			
19R3-XGNJ-F4MC	Invoice	SPANISH WORK BOOK FOR LITERACY PROGRAM			
1CC3-GW19-HXR4	Invoice	BOOKS FOR LIBRARY			
1CKT-K4JL-N3MT	Invoice	BOOKS FOR LIBRARY			
1CVY-DMNY-GM47	Invoice	ZIP BOOKS: D. DEMOULPIED			
1DRV-VFW6-3CY4	Invoice	TRASH BAGS, PENS, PADLOCK FOR LIFEGUARD TOWERS			
1F39-C1LM-F44C	Invoice	BOOKS FOR LIBRARY			
1G1P-7H4X-X3VK	Invoice	DRY ERASE BOARD FOR PUBLIC WORKS SHOP			
1G9V-4WGT-6GGH	Invoice	BUNGEE CORDS FOR COMMUNITY POOL			
1H16-CH16-39WF	Invoice	CASE PAPER TOWELS FOR LIFEGUARD TOWERS			
1H9Y-TWYY-MFL6	Invoice	BOOKS FOR LIBRARY			
1J3V-7LTM-DRGJ	Invoice	BOOKS FOR LIBRARY			
1J4M-KCRJ-C6DD	Invoice	BOOKS FOR LIBRARY			
1J7W-FDLQ-1PMP	Invoice	CRAFTS & SUPPLIES FOR LIBRARY			
1J96-1FQ1-1D6P	Invoice	FOOT REST FOR FINANCE MANAGER			
1JWJ-GH13-VWHP	Invoice	BOOKS FOR LIBRARY			
1LGN-9HDK-RCXK	Invoice	TONER CARTRIDGE FOR FINANCE MANAGER			
1LQW-MC71-N4QK	Invoice	ZIP BOOKS: E. PRUETT			
1PGD-T17N-F6NN	Invoice	BOOKS FOR LIBRARY			
1QMV-XCPC-9D3Q	Invoice	BOOKS FOR LIBRARY			
1RDL-7FWD-RTGD	Invoice	ZIP BOOKS: M. SOLORZANO			
1RDL-7FWD-TC77	Invoice	ZIP BOOKS: D. DEVRIES			
1V1V-N3TD-PFYH	Invoice	ZIP BOOKS: E. HANDALL			
1V9T-MG3V-TDC3	Invoice	CRAFT SUPPLIES FOR LIBRARY			
1VDK-MWN6-796T	Invoice	BOOKS FOR LIBRARY			
1VHX-1VDV-DPG7	Invoice	ZIP BOOKS: T. BRYAN			
1WN3-1QFT-LTGY	Invoice	CRAFT SUPPLIES FOR LIBRARY			
1WYJ-FNPX-R63G	Invoice	CARPINTERIA READS STICKERS, DISPOSABLE EARBUDS			
1X96-R3MH-GYGW	Invoice	RUBBER BANDS FOR SWIM TEAM			
1XG1-QLMK-FHVV	Invoice	CARPINTERIA READS BOOKS			
1XVQ-VQQN-YLGX	Invoice	BOOKS FOR LIBRARY			
1XYM-NXT4-QFT9	Invoice	ZIP BOOKS: E. PRUETT			
1Y4Q-FPDV-LWGP	Invoice	ZIP BOOKS: B. O'SHEA			
1Y63-TQMN-V7R7	Invoice	BOOKS FOR LIBRARY			
1YTC-HCLF-T91T	Invoice	ZIP BOOKS: M. LTZE			
	Void		05/08/2025	-	105723
	Void		05/08/2025	-	105724
	BASIC		05/08/2025	172.72	105725
IN3418325	Invoice	APR25 MONTHLY FSA ADMIN FEE			
	BLACK GOLD COOPERATIVE LIBRARY SYSTEM		05/08/2025	613.32	105726
25-517	Invoice	FY24/25 Q3 REIMBURSABLE HOOPLA & HOTSPOTS			
	CANNON		05/08/2025	28,860.00	105727

91792	Invoice	MAR25 VIA REAL STORMWATER PROJECT			
	COASTAL VIEW NEWS		05/08/2025	2,009.00	105728
62260	Invoice	HOUSEHOLD/HAZARDOUS WASTE AD 4/10/25			
62298	Invoice	CARP READS AD 4/24/25			
62319	Invoice	NOTICE OF PUBLIC HEARING AD 5/1/25			
	COUNSILMAN/HUNSAKER AND ASSOCIATES INC		05/08/2025	5,000.00	105729
26827	Invoice	POOL AUDIT SERVICES 3/16/25-4/15/25			
	EDITH GONZALEZ		05/08/2025	100.00	105730
INV0007458	Invoice	PARK DEPOSIT REFUND			
	FIRST NATIONAL BANK OF OMAHA		05/08/2025	8,076.50	105731
APR25 3049	Invoice	CREDIT CARD PAYMENT-JS			
APR25 3696	Invoice	CREDIT CARD PAYMENT-LM			
APR25 4545	Invoice	CREDIT CARD PAYMENT-BB			
APR25 5788	Invoice	CREDIT CARD PAYMENT-RK			
APR25 6160	Invoice	CREDIT CARD PAYMENT-JI			
APR25 7146	Invoice	CREDIT CARD PAYMENT-TC			
APR25 7794	Invoice	CREDIT CARD PAYMENT: JB			
APR25 9893	Invoice	CREDIT CARD PAYMENT-JT			
	FOSTER & FOSTER CONSULTING ACTUARIES INC		05/08/2025	10,300.00	105732
35889	Invoice	FY24/25 GASB 75 REPORT			
	GRACENOTE		05/08/2025	77.92	105733
150033578	Invoice	MAY25 LISTING DISTRIBUTION SERVICES-GATV			
	GRAINGER		05/08/2025	92.43	105734
9471244146	Invoice	BATTERY, STEP STOOL FOR FACILITIES			
	HDL SOFTWARE LLC		05/08/2025	924.43	105735
SIN049316	Invoice	MAR25 NEW ACCOUNTS, RETURNS PROCESSED			
	IMPULSE ADVANCE COMMUNICATIONS		05/08/2025	1,601.90	105736
131684	Invoice	MAY25 PHONE SERVICES			
	KANOPY		05/08/2025	73.00	105737
451525 - PPU	Invoice	APR25 LIBRARY VIDEOS			
	LIEBERT CASSIDY WHITMORE		05/08/2025	4,327.50	105738
290925	Invoice	PROFESSIONAL LEGAL SERVICES THROUGH 3/31/25			
290926	Invoice	PROFESSIONAL LEGAL SERVICES THROUGH 3/31/25			
	MAR CO EQUIPMENT COMPANY		05/08/2025	608.91	105739
208244	Invoice	GASKET & FILTERS FOR UNIT 331 4/18/25			
	MARK CRANES TREE INC		05/08/2025	6,000.00	105740
4209	Invoice	CARP AVE BRIDGE PROJECT RETENTION RELEASE			
	MCR CONSTRUCTION INC		05/08/2025	3,966.83	105741
INV0007464	Invoice	REFUND BUILDING PERMIT 14532, 14533			
	MINER'S ACE HARDWARE INC		05/08/2025	229.28	105742
22557	Invoice	ORB SANDER, WIRE BRUSH FOR PUBLIC WORKS			
G28602	Credit Memo	DISCOUNT ON INVOICE 21825			
	MISSION UNIFORM SERVICE		05/08/2025	216.24	105743
523703404	Invoice	MAT REPLACEMENT, UNIFORM CLEANING 4/21/25			
	NEO GOV		05/08/2025	5,752.05	105744
INV-132504	Invoice	GOVERNMENT JOBS SUBSCRIPTION 5/25/25-5/24/26			
	OVERDRIVE INC.		05/08/2025	305.28	105745
01352CO25129223	Invoice	APR25 EBOOKS/AUDOBOOKS FOR LIBRARY			
01352CO25131649	Invoice	APR25 EBOOKS/AUDOBOOKS FOR LIBRARY			
01352DA25126821	Invoice	APR25 EBOOKS/AUDOBOOKS FOR LIBRARY			
01352DA25134383	Invoice	APR25 EBOOKS/AUDOBOOKS FOR LIBRARY			
	QUADIENT FINANCE USA INC		05/08/2025	1,000.00	105746
APR25 7900 0440 8110 0954	Invoice	POSTAGE FOR CITY HALL 4/24/25 & 4/30/25			
	ROCKWELL PRINTING		05/08/2025	1,077.53	105747

46713	Invoice	BUSINESS CARDS FOR P. GREER			
46792	Invoice	CITY LOGO ENVELOPES 5/2/25			
	SO CA EDISON		05/08/2025	6,803.75	105748
APR25 700247140684	Invoice	APR25 ELECTRICITY-1 CARPINTERIA TC1			
APR25 700291369452	Invoice	APR25 ELECTRICITY-MULTIPLE LOCATIONS			
APR25 700814698495	Invoice	APR25 ELECTRICITY-900 ELM AVE EV EV			
	STAPLES ADVANTAGE		05/08/2025	299.14	105749
6030545057	Invoice	COPY PAPER, PENS, STORAGE BOXES			
	TRI-CO REPROGRAPHICS		05/08/2025	367.74	105750
219510	Invoice	LARGE PRINT CARP HIGH SCHOOL AREA CROSSWALK			
	TVSB		05/08/2025	3,145.00	105751
NS2343	Invoice	APR25 VIDEO PRODUCTION SERVICES			
	WENDELIN WAGNER		05/08/2025	800.00	105752
INV0007470	Invoice	HOMESCHOOL SPEAKER/WORKSHOP LEADER SERVICES			
	WEX BANK (76)		05/08/2025	282.69	105753
104502578	Invoice	APR25 FUEL FOR CITY VEHICLES			
	SANTA BARBARA COUNTY CLERK OF THE BOARD		05/08/2025	4,173.50	105754
INV0007474	Invoice	CEQA NOTICE OF DETERMINATION FEE PL-21-2128			
	AMAZON CAPITAL SERVICES INC		05/15/2025	4,305.26	105755
13CH-CHH1-4G9F	Invoice	ZIP BOOKS:C. CUMES			
13PY-QNXQ-WYCQ	Invoice	VOICE RECORDER FOR COMMUNITY DEVELOPMENT MEETINGS			
1CHK-GV4M-MHDW	Invoice	ZIP BOOKS:M. FORBES			
1CWV-TL3D-J19C	Invoice	NEW FIXTURES FOR LIBRARY RESTROOM			
1GCW-9TQF-1WCW	Invoice	TONER, ENVELOPES, STICKY NOTES			
1H3C-V9NJ-N6DM	Invoice	ZIP BOOKS:E. CASTRO			
1KXQ-FFL6-7KT9	Invoice	BOOKS FOR LIBRARY			
1L6M-1D9N-6K4G	Invoice	AGE WELL EVENT SUPPLIES			
1L6M-1D9N-L414	Invoice	ZIP BOOKS:M. LOPEZ			
1L6W-LV7M-N1PT	Invoice	ZIP BOOKS:E. COTTER			
1NDD-GJTT-CPT4	Invoice	ZIP BOOKS:J. SMART			
1PHX-6JC3-3Q1L	Invoice	BOOKS FOR LIBRARY			
1PM7-TV3V-MM4N	Invoice	BOOKS FOR LIBRARY			
1RWH-KCYR-31TF	Invoice	BOOKS FOR LIBRARY			
1T4R-9LNF-6FQP	Invoice	UNIFORM SHORTS FOR D. HERNANDEZ			
1TRT-KCHW-6Q4R	Invoice	HDMI CABLE FOR COUNCIL CHAMBERS TELEVISION			
1WHL-4F1J-LW3Q	Invoice	COMMUNITY ENGAGEMENT SUPPLIES			
1WL7-9PM9-MK6G	Invoice	BOOKS FOR LIBRARY			
1WWV-6JTG-XX11	Invoice	MICROPHONE FOR COUNCIL CHAMBERS			
	Void		05/15/2025	-	105756
	AQUA-FLO SUPPLY		05/15/2025	147.94	105757
SI2517295	Invoice	DRAIN & HOSE NOZZLE FOR CLEANING DRAIN PIPES			
	AT&T MOBILITY		05/15/2025	690.79	105758
287303896883X05102025	Invoice	MAY25 CITY HALL CELL PHONES			
	BACKGROUNDS ONLINE		05/15/2025	451.19	105759
578174	Invoice	APR25 PROFESSIONAL SERVICES			
	BIG GREEN CLEANING COMPANY		05/15/2025	13,440.00	105760
671130	Invoice	MAY25 CONTRACTED CLEANING SERVICES			
	CALTRANS		05/15/2025	4,546.45	105761
SL250965	Invoice	JAN25-MAR25 SIGNALS & LIGHTING BILLINGS			
	CARPINTERIA VALLEY LUMBER CO		05/15/2025	380.12	105762
562121	Invoice	CLEAR SPRAY PAINT FOR PARK SIGNS			
562190	Invoice	SOIL BUILDING COMPOST FOR COMMUNITY GARDEN			
562418	Invoice	CONCRETE & REBAR FOR VIOLA FOUNTAIN INSTALLATION			
562522	Invoice	FIGURE 8 HOSE END FOR COMMUNITY GARDEN			
562659	Invoice	PAINT FOR BEACH SIGNS			
562687	Invoice	SANDPAPER, MATERIAL FOR KIOSK @ LINDEN AVE			
562718	Invoice	BATTERIES, SAFETY HASPS FOR LIFEGUARD TOWERS			
562725	Invoice	BATTERIES, SAFETY HASPS FOR LIFEGUARD TOWERS			

562968	Invoice	TOOLS FOR VIOLA FOUNTAIN INSTALLATION			
563212	Invoice	HARDWARE FOR VIOLA FOUNTAIN INSTALLATION			
563214	Invoice	SANDPAPER, TACK CLOTH FOR KIOSK @ LINDEN AVE			
563285	Invoice	HARDWARE FOR LIFEGUARD TOWERS			
	CARPINTERIA VALLEY WATER DISTRICT		05/15/2025	21,926.74	105763
CARP CITY APR25 SERVICE	Invoice	APR25-WATER FOR MULTIPLE LOCATIONS			
	CITY OF SANTA BARBARA CD-RHMP		05/15/2025	6,250.00	105764
INV0007485	Invoice	FY24/25 Q3 RENTAL HOUSING MEDIATION SERVICES			
	CLASSIC CAR WASH		05/15/2025	450.00	105765
INV0383	Invoice	5/8/25 FLEET CARWASH SERVICES			
	COAST AUTO PARTS INC		05/15/2025	193.58	105766
790818	Invoice	OIL FOR SWEEPER MAINTENANCE 5/2/25			
	COASTAL VIEW NEWS		05/15/2025	370.00	105767
62336	Invoice	CERT COURSES AD 5/1/25			
	CONNIE ROJAS		05/15/2025	300.00	105768
INV0007482	Invoice	VETS HALL DEPOSIT REFUND			
	COTTON SHIRES AND ASSOCIATES INC		05/15/2025	45,217.00	105769
425211	Invoice	MAR25 2022 PAVEMENT REHAB PROJECT			
425212	Invoice	PROFESSIONAL ENGINEERING SERVICES THROUGH 3/31/25			
425213	Invoice	MAR25 VIA REAL STORMWATER PROJECT			
	COUNTY OF SANTA BARBARA - PUBLIC WORKS		05/15/2025	485.14	105770
977	Invoice	OUR WATER OUR WORLD MEMBERSHIP FEE			
	COUNTY SANITATION COMPANY INC STEWARTS & SELZER PLUI		05/15/2025	3,460.00	105771
66227	Invoice	INSTALL NEW TOILET AT LIBRARY 4/10/25			
66266	Invoice	RESET BREAKER ON POOL HEATER 4/23/25			
	COX BUSINESS		05/15/2025	916.65	105772
MAY25 001 3011 022093901	Invoice	MAY25 CITY HALL INTERNET-PHONE SERVICE			
MAY25 001 3011 028030701	Invoice	MAY25 POOL & GARDEN INTERNET-PHONE SERVICE			
MAY25 001 3011 028450702	Invoice	MAY25 VETS HALL INTERNET-PHONE SERVICE			
	EASY LIFT TRANSPORTATION		05/15/2025	1,000.00	105773
7614	Invoice	MAY25 COMMUNITY TRANSPORTATION SERVICES			
	EDITH FLORES		05/15/2025	100.00	105774
INV0007493	Invoice	PARK DEPOSIT REFUND			
	GRAINGER		05/15/2025	436.77	105775
9460016307	Invoice	HYDRAULIC DOOR CLOSER FOR LIBRARY			
	JOY EQUIPMENT PROTECTION INC		05/15/2025	325.00	105776
6982	Invoice	SEMI ANNUAL TEST/INSPECTION HAZMAT SUPPRESSION SYS			
	JUAN O'S MOBILE REPAIR		05/15/2025	2,923.23	105777
304	Invoice	SERVICE STREET SWEEPER 5/2/25			
	LARRY NIMMER		05/15/2025	800.00	105778
4325	Invoice	VIDEO PRODUCTION FOR DTBAB "DOWNTOWN T"			
	LAWSON PRODUCTS INC		05/15/2025	578.88	105779
8312258954	Invoice	HEX SCREWS, LOCKNUTS, FENDER WASHERS FOR SHOP			
9312299367	Invoice	FENDER WASHERS FOR SHOP STOCK			
9312306728	Invoice	DRAIN OPENER, HEAD SOCKET, MACHINE SCREW NUTS			
	LEFTWICH ARCHAEOLOGY		05/15/2025	16,239.00	105780
030625	Invoice	VIA REAL STORMWATER PROJECT 1/3/25-1/31/25			
	MCCORMIX CORP		05/15/2025	253.29	105781
28698	Invoice	FUEL FOR CITY VEHICLES			
	MISSION UNIFORM SERVICE		05/15/2025	671.28	105782
523703400	Invoice	TOWEL & MAT REPLACEMENT VETS HALL 4/21/25			
523703401	Invoice	TOWEL & MAT REPLACEMENT LIBRARY 4/21/25			
523703403	Invoice	TOWEL & MAT REPLACEMENT POOL 4/21/25			
523703405	Invoice	TOWEL & MAT REPLACEMENT CITY HALL 4/21/25			

523740846	Invoice	MAT REPLACEMENT, UNIFORM CLEANING 4/28/25			
523740847	Invoice	TOWEL & MAT REPLACEMENT CITY HALL 4/28/25			
523785615	Invoice	TOWEL & MAT REPLACEMENT VETS HALL 5/5/25			
523785616	Invoice	TOWEL & MAT REPLACEMENT LIBRARY 5/5/25			
523785618	Invoice	TOWEL & MAT REPLACEMENT POOL 5/5/25			
523785619	Invoice	MAT REPLACEMENT, UNIFORM CLEANING 5/5/25			
523785620	Invoice	TOWEL & MAT REPLACEMENT CITY HALL 5/5/25			
	MNS ENGINEERS INC		05/15/2025	1,622.50	105783
89783	Invoice	APR25 ENGINEERING SERVICES-5115 OGAN ROAD			
	MRS ENVIRONMENTAL INC		05/15/2025	9,360.63	105784
600-2025-04	Invoice	APR25 OIL & GAS ON CALL ENVIRONMENTAL SERVICES			
	NOAH ALVARA		05/15/2025	162.00	105785
INV0007509	Invoice	REPLENISH PETTY CASH			
	OVERDRIVE INC.		05/15/2025	897.11	105786
01352CO25143541	Invoice	MAY25 EBOOKS/AUDIOBOOKS FOR LIBRARY			
01352CO25143878	Invoice	MAY25 EBOOKS/AUDIOBOOKS FOR LIBRARY			
	RISDON'S 76 SERVICE		05/15/2025	105.00	105787
1811	Invoice	CAR WASH FOR UNIT 250 4/24/25			
6709	Invoice	CAR WASH FOR UNIT 250 4/10/25			
7478	Invoice	CAR WASH FOR UNIT 255 4/12/25			
	ROCKWELL PRINTING		05/15/2025	110.40	105788
46794	Invoice	BUSINESS CARDS B. MCNULTY			
	SANTA BARBARA PEST CONTROL		05/15/2025	320.00	105789
47136	Invoice	APR25 PEST CONTROL AT VETS HALL			
47137	Invoice	APR25 PEST CONTROL AT CITY HALL			
47327	Invoice	MAY25 PEST CONTROL AT COMMUNITY POOL			
	SHOWSCAPES		05/15/2025	22,575.00	105790
388340526	Invoice	MAY25 LANDSCAPE MAINTENANCE			
388340527	Invoice	MAY25 MONTHLY CHEMICAL CHARGE			
	SITEONE LANDSCAPE SUPPLY (ALL AROUND)		05/15/2025	275.43	105791
152571954-001	Invoice	IRRIGATION REPAIR MATERIAL FOR VIOLA FIELDS			
152573042-001	Invoice	TRENCHING SHOVELS, TEFLON TAPE FOR PARKS			
	SMARDAN HATCHER COMPANY		05/15/2025	194.03	105792
S4232340.001	Invoice	SLOAN REPAIR PARTS FOR ASH BEACH RESTROOM URINALS			
	SO CA EDISON		05/15/2025	11,258.63	105793
APR25 700201069122	Invoice	APR25 ELECTRICITY-101 ASH AVE			
APR25 700230547624	Invoice	APR25 ELECTRICITY-5103 CARPINTERIA AVE			
APR25 700264659490	Invoice	APR25 ELECTRICITY-1115 LINDEN AVE B PED			
APR25 700274833982	Invoice	APR25 ELECTRICITY-901 CACTUS LN EV EV			
APR25 700525378417	Invoice	APR25 ELECTRICITY-931 WALNUT & 4851 5TH ST			
APR25 700604790697	Invoice	APR25 ELECTRICITY-CAPP AV/CSTS PAS 609			
APR25 700827356389	Invoice	APR25 ELECTRICITY-5300 CARPINTERIA AVE TC1 TC1			
MAR25 700405192484	Invoice	MAR25 ELECTRICITY-MULTIPLE LOCATIONS			
	SO CAL GAS		05/15/2025	4,626.27	105794
APR25 006 514 2700 7	Invoice	NATURAL GAS 5305 CARPINTERIA AVE (POOL)			
APR25 016 913 9500 6	Invoice	NATURAL GAS 5775 CARPINTERIA AVE (CITY HALL)			
APR25 140 914 3084 4	Invoice	NATURAL GAS 941 WALNUT AVE (VETS HALL)			
	SOLID WASTE SOLUTIONS INC		05/15/2025	1,255.75	105795
226	Invoice	APR25 SOLIDWASTE PROFESSIONAL SERVICES			
	SONIA CARACHURE		05/15/2025	100.00	105796
INV0007524	Invoice	PARK DEPOSIT REFUND			
	THE FLAG FACTORY		05/15/2025	2,198.66	105797
34944	Invoice	REPAIR FLAG POLE AT EL CARRO PARK			
34963	Invoice	REPLACEMENT FLAGS FOR LINDEN AVE & CITY HALL			
	TRUE NORTH COMPLIANCE SERVICES INC		05/15/2025	2,658.43	105798
25-04-039	Invoice	APR25 BP PLAN CHECK/INSPECTION SERVICES			

	TWO TRUMPETS COMMUNICATIONS		05/15/2025	6,000.00	105799
1478	Invoice	APR25 COMMUNICATIONS			
	UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA		05/15/2025	225.75	105800
24-253479	Invoice	MAY25 CA STATE REGULATORY FEE			
420250174	Invoice	MAY25 NEW TICKET CHARGES & DATABASE			
	UNIQUE MANAGEMENT SERVICES INC		05/15/2025	65.00	105801
6139135	Invoice	APR25 LOST LIBRARY BOOKS			
	VIETNAM VETERANS OF AMERICA CHAPTER 218 SANTA BARBA		05/15/2025	250.00	105802
INV0007525	Invoice	VETS HALL DEPOSIT REFUND LESS CLEANUP CHARGE			
	VINCENT SEMONSEN		05/15/2025	1,105.00	105803
INV0007526	Invoice	MAR-APR25 BIOLOGICAL SERVICES			
	WATKINS FENCE CO.		05/15/2025	7,276.50	105804
CC5925	Invoice	INSTALL GATE OPERATOR IN PUBLIC WORKS YARD			
	WAXIE SANITARY SUPPLY		05/15/2025	156.12	105805
83080773-C	Credit Memo	6 CASES KLEENLINE KITCHEN ROLL RETURNED			
83157834	Invoice	BATH TISSUE 4/9/25			
83182850	Invoice	BATH TISSUE, TRASH BAGS 4/21/25			
	ZWORLD GIS		05/15/2025	2,977.00	105806
2025-0174	Invoice	APR25 MAPPING/GIS SERVICES			
	A-1 TRUCK AND EQUIPMENT		05/15/2025	2,884.94	105807
37281 BALANCE	Invoice	LIFT GATE INSTALL UNIT 323			
	MISSIONSQUARE		05/15/2025	11,278.66	105808
INV0007518	Invoice	MISSIONSQUARE Employee Contributions			
INV0007519	Invoice	Deferred Compensation Contribution-Part Time Emp			
INV0007520	Invoice	MissionSquareEmployee Contributions			
INV0007521	Invoice	MISSIONSQUARE Employee Contributions			
	SEIU LOCAL 620		05/15/2025	235.32	105809
INV0007522	Invoice	Employee Union Dues Contribution			
	CalPERS HEALTH		05/08/2025	8,636.46	DFT0003455
100000017897177	Invoice	MAY25 HEALTH PREMIUMS			
	EDD-SIT		05/15/2025	8,948.64	DFT0003466
PR10 5/15/25	Invoice	PR10 5/15/25 EDD PIT TAX DEPOSIT			
	EDD-SDI		05/15/2025	2,562.50	DFT0003467
PR10 5/15/25	Invoice	PR10 5/15/25 EDD SDI TAX DEPOSIT			
	INTERNAL REVENUE SERVICE		05/15/2025	27,955.98	DFT0003468
PR10 5/15/25	Invoice	PR10 5/15/25 FEDERAL TAX DEPOSIT			

Agenda Section: Consent Calendar
Agenda Item No.: 5
Council Meeting Date: May 27, 2025

City of Carpinteria

COUNCIL AGENDA STAFF REPORT

ITEM FOR COUNCIL CONSIDERATION

Contracts Executed by the City Manager on behalf of the City for the Period of April 8, 2025 through May 6, 2025.

STAFF RECOMMENDATION

Receive and file Report of Contracts Executed by the City Manager for the Period of April 8, 2025 through May 6, 2025.

DISCUSSION

The City Manager is delegated authority by the Carpinteria Municipal Code (CMC), §2.08.150B, to execute contracts on behalf of the City in the amount of $50,000 or less. Pursuant to CMC §2.08.150C, a list of all contracts executed by the City Manager is provided for City Council information and appended to this Staff Report as Attachment A. Attachment A lists all contracts entered into on behalf of the City for goods, construction and services for the Period of April 8, 2025 through May 6, 2025.

FINANCIAL CONSIDERATIONS

All contracts entered into are within the appropriated budgeted amounts.

ATTACHMENTS

A. Report of Contracts Executed by the City Manager

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

Signature

Reviewed by: Ryan Kintz, Assistant City Manager
(805) 755-4400; ryank@carpinteriaca.gov

Signature

ATTACHMENT A

Report of Contracts Executed by the City Manager
Period of April 8, 2025 through May 6, 2025

VENDOR	PURPOSE	AMOUNT
Kaser Design	Design and Production of three sign types for Harbor Overlook, Tar Pits Park Interpretive Area, and Harbor Seal Rookery Beach Enforcement	$16,000.00
Community Action Commission of Santa Barbara (dba CommUnify)	South Coast Youth Safety Partnership Sponsors and Host Agency Memorandum of Understanding	$18,762.00
LIN Consulting, Inc.	Third Amendment to Extend Term of Original Agreement to April 21, 2026 for Consulting Engineering Services for the Carpinteria High School Area Crosswalk Safety Improvements Project No. 15125	$0.00
MNS Engineers, Inc.	Consultant Services Agreement for City Surveyor Staff Augmentation Services	$30,000.00
Cotton, Shires and Associates, Inc.	Amendment No. 2 to Consultant Services Agreement for 2022 Pavement Rehabilitation Project No. 15132 Construction Quality Assurance Material Testing Services	$9,500.00

Agenda Section: Consent Calendar
Agenda Item No.: 6
Council Meeting Date: May 27, 2025

City of Carpinteria

COUNCIL AGENDA STAFF REPORT

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 of Carpinteria serves as the trustee of the City's public funds and is authorized to make investment decisions in accordance with the Prudent Investor 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 of 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 item 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 April 30, 2025, the City held cash and cash investments as shown in Table 1 below.

Table 1

CASH ACTIVITY FOR THE MONTH:	
Cash and Investment Beginning of the Month	$ 13,770,043.42
Cash Receipts	(7,488,894.85)
Cash Disbursements	8,424,341.28
Cash and Investment End of the Month	$ 14,705,489.85

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 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 fluctuations.

As of April 30, 2025, the portfolio's average days to maturity was 2.29 years, the average coupon rate was 2.77%, the average yield to maturity was 3.85%, the par value was $10,000,000, and the market value was $9,968,554.42.

The City does not intend to sell or 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.

Attachment A provides the City Council with the Treasurer's Report, detailing all investments and cash activity for the month.

The City of Carpinteria can meet all expenditure obligations that might reasonably be anticipated for the next six-month period from May 1, 2025, to November 1, 2025.

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

Licette Maldonado
Signature

Reviewed by: Ryan Kintz, Assistant City Manager
ryank@carpinteriaca.gov; (805) 755-4400

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 April 2025

CASH ACTIVITY FOR THE MONTH:

Cash and Investment Beginning of the Month	$ 13,770,043.42
Cash Receipts	(7,488,894.85)
Cash Disbursements	8,424,341.28
Cash and Investment End of the Month	$ 14,705,489.85

CASH AND INVESTMENT PORTFOLIO:

Type of Investment/Coupon/CUSIP #	Institution/Issuer	Yield to Maturity	Maturity Date	# Days to Maturity	Par Value	Market Value (1)	Book Value (2)
Demand Deposit - General Checking	Montecito Bank	N/A	N/A	N/A	43,822.13	43,822.13	43,822.13
Demand Deposit - Premier Public Money Market	Montecito Bank	N/A	5/1/2025	1	1,921,690.40	1,921,690.40	1,921,690.40
Demand Deposit - Section 125 Checking	Montecito Bank	N/A	N/A	N/A	1,322.72	1,322.72	1,322.72
Demand Deposit - Payroll Checking	Montecito Bank	N/A	N/A	N/A	155,000.00	155,000.00	155,000.00
Local Agency Investment Fund	State of California	0.22%	5/1/2025	1	1,546,984.49	1,546,984.49	1,546,984.49
Demand Deposit - Money Market	Charles Schwab	N/A	5/1/2025	1	1,271,620.48	1,271,620.48	1,271,620.48
Treasury Note, 0.25%, (912828ZT0)	U.S. Government	1.25%	5/31/2025	31	250,000.00	249,062.50	241,660.01
Treasury Note, 0.25%, (912828ZW3)	U.S. Government	1.53%	6/30/2025	61	250,000.00	248,291.00	239,598.86
Treasury Note, 0.25%, (91282CAM3)	U.S. Government	1.32%	9/30/2025	153	250,000.00	245,869.13	240,265.00
Treasury Note, 3.0%, (9128285J5)	U.S. Government	4.09%	10/31/2025	184	250,000.00	248,486.33	242,136.63
Treasury Note, 0.375%, (91282CBC4)	U.S. Government	1.20%	12/31/2025	245	250,000.00	243,974.60	241,955.00
Treasury Note, 0.375%, (91282CBC4)	U.S. Government	1.37%	12/31/2025	245	250,000.00	243,974.60	240,365.00
Treasury Note, 3.875%, (91282CGE5)	U.S. Government	3.77%	1/1/2026	246	250,000.00	249,755.85	250,641.19
Treasury Note, 1.625%, (912828P46)	U.S. Government	1.56%	2/15/2026	291	250,000.00	245,322.25	250,595.69
Treasury Note, 0.5%, (91282CBQ3)	U.S. Government	1.28%	2/25/2026	301	250,000.00	242,871.08	242,113.19
Treasury Note, 0.75%, (91282CBT7)	U.S. Government	1.28%	3/31/2026	335	250,000.00	242,890.63	244,459.30
Treasury Note, 0.75%, (91282CCF6)	U.S. Government	1.34%	5/31/2026	396	250,000.00	241,748.03	243,702.50
Treasury Note, 0.875%, (91282CCJ8)	U.S. Government	1.35%	6/30/2026	426	250,000.00	241,591.78	244,821.96
Treasury Note, 1.625%, (91282YQ7)	U.S. Government	4.00%	10/31/2026	549	250,000.00	242,441.40	227,869.30
Treasury Note, 2%, (91282U24)	U.S. Government	4.31%	11/15/2026	564	250,000.00	243,632.80	228,317.27
Treasury Note, 1.25%, (91282CDK4)	U.S. Government	1.28%	11/30/2026	579	250,000.00	240,673.83	249,602.02
Treasury Note, 1.5%, (912828Z78)	U.S. Government	3.64%	1/31/2027	641	250,000.00	240,898.43	231,040.31
Treasury Note, 2.25%, (912828V98)	U.S. Government	4.29%	2/15/2027	656	250,000.00	243,955.08	229,819.14
Treasury Note, 2.5%, (91282CEF4)	U.S. Government	3.96%	2/16/2027	657	250,000.00	244,843.75	235,031.06
Treasury Note, 2.75%, (91282CEN7)	U.S. Government	3.71%	4/30/2027	730	250,000.00	245,878.90	241,094.62
Treasury Note, 3.25%, (91282CEW7)	U.S. Government	3.70%	6/30/2027	791	250,000.00	248,212.88	245,668.13
Treasury Note, 3.125%, (91282CFH9)	U.S. Government	4.19%	8/31/2027	853	250,000.00	247,343.75	238,232.21
Treasury Note, 4.125%, (91282CFU0)	U.S. Government	4.02%	10/31/2027	914	250,000.00	253,154.28	250,962.10
Treasury Note, 2.25%, (9128283F5)	U.S. Government	4.01%	11/15/2027	929	250,000.00	241,904.28	232,267.50
Treasury Note, 3.875%, (91282CGC9)	U.S. Government	4.01%	12/31/2027	975	250,000.00	251,904.28	248,750.00

Treasury Note, 4%, (91282CGPO)	U.S. Government	3.99%	2/29/2028	1035	250,000.00	252,675.78	249,990.24
Treasury Note, 3.625%, (91282CGT2)	U.S. Government	4.15%	2/29/2028	1035	250,000.00	250,312.50	244,990.00
Treasury Note, 4%, (91282CHK0)	U.S. Government	4.14%	3/31/2028	1066	250,000.00	253,046.88	248,593.75
Treasury Note, 4.125%, (91282CHQ7)	U.S. Government	4.13%	7/31/2028	1188	250,000.00	253,906.25	249,920.00
Treasury Note, 4.375%, (91282CHX2)	U.S. Government	4.23%	8/31/2028	1219	250,000.00	255,859.38	251,445.00
Treasury Note, 4.625%, (91282CJA0)	U.S. Government	4.52%	9/30/2028	1249	250,000.00	258,007.80	251,015.00
Treasury Note, 4.875%, (91282CJF9)	U.S. Government	4.51%	10/31/2028	1280	250,000.00	260,097.65	253,583.99
Treasury Note, 4.375%, (91282CJN2)	U.S. Government	4.20%	11/30/2028	1310	250,000.00	256,113.28	251,775.00
Treasury Note, 3.75%, (91282CJR3)	U.S. Government	4.50%	12/31/2028	1341	250,000.00	250,917.95	242,177.50
Treasury Note, 4.25%, (91282CKD2)	U.S. Government	4.48%	2/28/2029	1400	250,000.00	255,292.95	247,505.21
Treasury Note, 4.125%, (91282CKG5)	U.S. Government	4.13%	3/31/2029	1431	250,000.00	254,218.75	247,724.61
Treasury Note, 4.5%, (91282CKT7)	U.S. Government	4.50%	5/31/2026	396	250,000.00	257,812.50	251,259.77
Treasury Note, 4.25%, (91282CKX8)	U.S. Government	4.25%	6/30/2029	1522	250,000.00	255,468.75	248,750.00
Treasury Note, 4.125%, (91282CLR0)	U.S. Government	4.34%	10/31/2029	1645	250,000.00	254,462.88	247,675.78
Treasury Note, 4.125%, (91282CMA6)	U.S. Government	4.13%	11/30/2029	1675	250,000.00	254,550.78	247,333.99
Treasury Note, 4.375%, (91282CMD0)	U.S. Government	4.34%	12/31/2029	1706	250,000.00	257,128.90	250,341.80
					14,940,440.22	**14,908,994.64**	**14,705,489.85**

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 5/01/25 through 11/01/25.

WEIGHTED AVERAGE MATURITY OF PORTFOLIO

As of April 30, 2025 the weighted average days to maturity of the City's investment portfolio is 2.29 years.

FOOTNOTES TO REPORT/DEFINITION OF TERMS:

(1) The market value of U.S. Goverment 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).

Agenda Section: Consent Calendar
Agenda Item No.: 7
Council Meeting Date: May 27, 2025

City of Carpinteria

COUNCIL AGENDA STAFF REPORT

ITEM FOR COUNCIL CONSIDERATION

Second Reading of Ordinance No. 793, an Ordinance of the City Council of the City of Carpinteria, California, amending Chapter 2.37 of Title 2 (Administration and Personnel) of the Carpinteria Municipal Code to modify the provisions relating to the appointment and service of Youth Representatives on the Library Advisory Commission.

STAFF RECOMMENDATION

Adopt Ordinance No. 793, (second reading).

Sample motion: I move to adopt Ordinance No. 793. *(Requires a roll call vote.)*

BACKGROUND

On June 14, 2021, the City Council adopted Ordinance No. 747[1], establishing the Municipal Library, Library Board of Trustees, and the Library Division of the Parks, Recreation and Community Services Department (formerly the Parks, Recreation and Public Facilities Department). On October 11, 2021, the Library Board of Trustees approved Resolution No. 6074[2], which created the Library Advisory Commission (LAC) and established its bylaws.

Subsequently, on June 13, 2022, the City Council adopted Ordinance No. 756[3], which superseded Resolution No. 6074 by incorporating its provisions into Chapter 2.37 of the Carpinteria Municipal Code (CMC), thereby formally establishing the Library Advisory Commission by ordinance. On May 28, 2024, the Council adopted Ordinance No. 782[4], amending Chapter 2.37 of the CMC to modify the composition of the Library Advisory Commission to align reporting requirements with State Law and to allow for the inclusion of a Youth Representative position.

---

[1] https://carpinteria.granicus.com/GeneratedAgendaViewer.php?view_id=2&clip_id=821
[2] https://carpinteria.granicus.com/GeneratedAgendaViewer.php?view_id=2&clip_id=901
[3] https://carpinteria.granicus.com/GeneratedAgendaViewer.php?view_id=2&clip_id=1052
[4] https://carpinteria.granicus.com/GeneratedAgendaViewer.php?view_id=2&clip_id=1449

On February 3, 2025[5], the City Council appointed positions to its Boards, Committees & Commissions. At the time, two youth applicants applied for the single Youth Representative position on the Library Advisory Commission. One applicant was appointed by the Council. During that meeting, Councilmember Mayer inquired whether only one youth position was permitted, which staff confirmed. Following the meeting, multiple Councilmembers expressed interest in exploring options to allow for broader youth participation on the Commission.

At the February 10, 2025[6], meeting of the Library Board of Trustees, Councilmember Mayer again raised the topic, suggesting that the Library Advisory Commission consider ways to involve multiple youth, especially given their non-voting status and the potential for representing diverse youth perspectives in the community. City Librarian Jody Thomas confirmed that both she and the Commission were supportive of increasing youth participation and that any such change would require a municipal code amendment. Staff committed to bringing forward a proposed ordinance amendment to address this. The City Council approved the first reading of Ordinance No. 793 with the additional language stating that Youth Representatives may be excused from Library Advisory Commission meetings on an as-needed basis provided that they give advance notice for their absence.

The purpose of this agenda item is for the Council to adopt Ordinance No. 793 upon second reading.

DISCUSSION

To support increased youth engagement in library programs and local government, staff recommend amending Chapter 2.37 of the CMC through Ordinance No. 793. The proposed amendment would authorize the Library Advisory Commission to appoint one or more Youth Representatives from within the library service area.

Youth Representatives would remain non-voting members of the Commission and would not receive a stipend for their service. Appointments would be made by the voting members of the Library Advisory Commission.[7] Youth Representatives would be eligible to serve a term of two years, with the option to participate only during the academic school year. The number of Youth Representatives appointed would be determined at the discretion of the Commission, based on the number of applications received and the qualifications of the applicants.

This change will allow for greater flexibility and inclusivity, encouraging participation from a broader range of youth and fostering future civic involvement.

POLICY CONSISTENCY

[5] https://carpinteria.granicus.com/GeneratedAgendaViewer.php?view_id=2&clip_id=1577
[6] https://carpinteria.granicus.com/GeneratedAgendaViewer.php?view_id=2&clip_id=1580
[7] The LAC is composed of five members representative of the library service area who are appointed by the Carpinteria Library Board of Trustees and serve two-year terms ending on January 31st of odd-numbered years. Commissioners receive a $30 stipend for each LAC meeting they attend.

This agenda item aligns with the City's 2024 Work Plan, Primary Goal #4: "Strengthen Community Institution Collaboration," by identifying and implementing opportunities for meaningful youth engagement in City government.

FINANCIAL CONSIDERATIONS

No Additional Funding Requested. Minimal staff time to prepare the report is included in the Adopted FY 2025-26 General Fund Budget.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

Staff has consulted with the City Attorney's Office in order to ensure compliance with legal requirements and best practices.

OPTIONS

1. Adopt Ordinance No. 793 (second reading).
2. Do no adopt Ordinance No. 793 and provide direction to staff as appropriate.

PRINCIPAL PARTIES EXPECTED AT MEETING

None

ATTACHMENTS

A: Ordinance No. 793

Staff contact:
Jeanette Gant, Parks, Recreation and Community Services Director
(805) 755-4449, jeanetteg@carpinteriaca.gov

Signature

Reviewed by:
Ryan Kintz, Assistant City Manager
(805) 755-4400; ryank@carpinteriaca.gov

Signature

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

Signature

ATTACHMENT A

Ordinance No. 793

ORDINANCE NO. 793

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA, CALIFORNIA, AMENDING CHAPTER 2.37 OF THE CARPINTERIA MUNICIPAL CODE TO MODIFY THE PROVISIONS RELATING TO THE APPOINTMENT AND SERVICE OF YOUTH REPRESENTATIVES ON THE LIBRARY ADVISORY COMMISSION

WHEREAS, on June 14, 2021, the City Council adopted Ordinance No. 747, establishing a Municipal Library, Library Board of Trustees, and the Library Division of the Parks, Recreation and Public Facilities department; and

WHEREAS, on October 11, 2021, the Library Board of Trustees approved Resolution No. 6074 establishing a Library Advisory Commission and adopting bylaws for its operation; and

WHEREAS, on June 13, 2022, the City Council adopted Ordinance 756, which superseded Resolution No. 6074 by incorporating the resolution's contents into Chapter 2.37 of the Carpinteria Municipal Code ("CMC"), thereby establishing the Library Advisory Commission by ordinance; and

WHEREAS, on May 28, 2024, the Council adopted Ordinance No. 782, amending Chapter 2.37 of the CMC to modify the composition of the Library Advisory Commission to align reporting requirements with State law and added the option to include a youth position to the Library Advisory Commission; and

WHEREAS, the City Council now desires to shift the authority for making appointment of the non-voting Youth Representative from the Library Board of Trustees to the Library Advisory Commission and allow for the appointment of multiple Youth Representatives to the Library Advisory Commission.

THE CITY COUNCIL OF THE CITY OF CARPINTERIA DOES ORDAIN AS FOLLOWS:

SECTION 1. INCORPORATION OF RECITALS

The above recitals are true and correct and are incorporated herein, and are each relied upon independently by the City Council for its adoption of this Ordinance.

SECTION 2. AMENDMENT TO CODE

CMC Chapter 2.37 ("Library Advisory Commission") is hereby amended in part as follows:

CMC Section 2.37.010 is hereby amended to read as follows (strikeout indicates deletion, underlining indicates addition):

2.37.010 - Established – Membership.

The Carpinteria Community Library Advisory Commission ("commission") shall be composed of five-members representative of the library service area with an option to expand as needed. Members will be appointed to two-year terms. All members of the commission shall be appointed through nomination by the president of the library board of trustees ("board") and consent of the board, and shall serve at the pleasure of the board. The commission may also include ~~a Youth Representative~~ Youth Representatives from the library service area. The voting members of the Library Advisory Commission may appoint one or more Youth Representatives from within the library service area. Youth Representatives shall be non-voting members of the Commission and shall not receive a stipend for their service. Youth Representatives may serve a term of up to two years. Youth Representatives may be excused from Library Advisory Commission meetings on an as-needed basis provided that they give advanced notice for their absence. The number of Youth Representatives appointed shall be determined at the discretion of the Commission, based on the number of applications received and the qualifications of the applicants. The commission shall invite a liaison representative from the Friends of the Carpinteria Library, Friends of the Montecito Library, the city representative to the Santa Barbara County Library Advisory Committee, and a representative from the office of the County Board of Supervisors First District to attend regular meetings.

Should additional libraries be added to the Carpinteria Library System in the future, additional voting members may be added to the commission.

The board president and board shall also, through its nomination and appointment process, seek to ensure a commission that is representative of the library service area population demographic; library user groups, including underrepresented user groups; and person(s) knowledgeable in library management and operations.

SECTION 3. SEVERABILITY

If any word, phrase, sentence, section, subsection, or other portion of this Chapter, or application thereof, is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, section, subsection, or other portion, or the prescribed application thereof, shall be severable, and the remaining provisions of this Chapter shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases is declared invalid or unconstitutional.

SECTION 4. CERTIFICATION

The City Clerk shall certify to the adoption of this ordinance and, within 15 days after its adoption, shall cause it to be published in accord with California Law.

PASSED, APPROVED AND ADOPTED on the 27th day of May, 2025, 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 May 27, 2025.

_____
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

Agenda Section: Consent Calendar
Agenda Item No.: 8
Council Meeting Date: May 27, 2025

City of Carpinteria

COUNCIL AGENDA STAFF REPORT

ITEM FOR COUNCIL CONSIDERATION

Amendment to the City's Investment Policy – Update Reporting Frequency from Quarterly to Monthly

STAFF RECOMMENDATION

Adopt Resolution No. 6402, approving an amendment to the City's Investment Policy to change the investment reporting frequency from quarterly to monthly.

Sample Motion: I move to adopt Resolution No. 6402, approving an amendment to the City's Investment Policy to require monthly investment reporting.

BACKGROUND

Resolution No. 6402 (Attachment A) outlines amendments to the City's Investment Policy proposed in response to a recommendation from the Fiscal Year (FY) 2023/2024 audit. The City's independent external auditor advised aligning the reporting frequency stated in the Investment Policy with the City's current practice of providing monthly investment reports. The Investment Policy was last revised with the adoption of Resolution No. 6345 on October 28, 2024.

DISCUSSION

Resolution No. 6402 proposes two targeted updates to the City's Investment Policy for City Council review and approval. These amendments include the following:

1. **Reporting Frequency**: Updates the reporting frequency terminology, replacing the word "quarterly" with "monthly" to reflect the City's current practice of presenting investment activity reports on a monthly basis. This change eliminates the outdated quarterly reporting requirement and ensures the policy is consistent with both existing procedures and recognized best practices.

2. **Terminology Update**: Replaces the name of the City's financial report from "Comprehensive Annual Financial Report (CAFR)" to "Annual Comprehensive

Financial Report (ACFR)." This change aligns with the naming conventions recommended by the Government Finance Officers Association (GFOA).

The revisions are clearly marked in the policy document, with deletions indicated by strikethrough and additions by underlining. The redlined investment policy is provided in Attachment B.

The amended Investment Policy continues to uphold the City's three primary investment objectives, listed in order of priority:

1. **Safety**: The foremost priority, ensuring the preservation of principal by diversifying investment instruments[1] and limiting exposure to risk.

2. **Liquidity**: Ensuring sufficient availability of funds to meet anticipated operational needs.

3. **Return on Investment**: Generating a reasonable rate of return, commensurate with the City's risk profile and cash flow requirements.

The City remains committed to responsible investment management in accordance with these objectives and applicable legal standards.

POLICY CONSISTENCY

The proposed amendments are consistent with California state law and reflect best practices in public financial management.

The City's investment strategy prioritizes FDIC-insured instruments and conservative, government-backed securities, reinforcing its commitment to the core principles of safety, liquidity, and return. These principles are applied in accordance with the Prudent Investor Standard, ensuring that public funds are managed responsibly, and in the community's best interest.

FINANCIAL CONSIDERATIONS

There is no fiscal impact associated with this action. Minimal staff time required to prepare and implement this amendment is included in the adopted FY 2024/25 General Fund Budget.

[1] An investment instrument is a financial vehicle or asset used to earn a return on invested funds. In the context of municipal investing, common investment instruments include government securities (such as U.S. Treasury bills and notes), certificates of deposit (CDs), local agency investment funds (LAIF), and other interest-bearing accounts that comply with state law and the City's Investment Policy.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

The City is in full compliance with all legal reporting requirements. All investment decisions and policy guidelines adhere to the Prudent Investor Standard, as codified in state law. All monthly reports required by law have been made in a timely manner and the investment policy includes the "prudent investor" standard also required by law.

OPTIONS

1. Adopt Resolution No. 6402, receiving and filing the amended Investment Policy as submitted.
2. Decline to adopt Resolution No. 6402 and direct staff as appropriate.

PRINCIPAL PARTIES EXPECTED AT MEETING

Unknown

ATTACHMENTS

A. Resolution No. 6402 – Amended Investment Policy
B. Red lined Investment Policy

Staff contact:
Pam Greer, Finance Manager
pamg@carpinteriaca.gov; (805) 880-3406

Signature

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

Signature

Reviewed by: Ryan Kintz, Assistant City Manager
ryank@carpinteriaca.gov; (805) 755-4400

Signature

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

Signature

ATTACHMENT A

Resolution No. 6402

RESOLUTION NO. 6402

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA, CALIFORNIA, ADOPTING AN UPDATED INVESTMENT POLICY REVISING THE REPORTING FREQUENCY FROM QUARTERLY TO MONTHLY

WHEREAS, the investment policies and practices of the City are based on state law and prudent money management. All funds will be invested in accordance with the City's Investment Policy, and California Government Code Sections (CGC) 53601 and 53646; and

WHEREAS, the Administrative Services Director of the City of Carpinteria shall annually submit for review the investment policy, and any changes thereto shall be considered by the legislative body at a public meeting; (CGC 53646(a)); and

WHEREAS, the Annual Statement of Investment Policy was last reviewed and adopted per Resolution No. 6345 on October 28, 2024; and

WHEREAS, the proposed amendment responds to a recommendation made by the City's independent external auditor in the Fiscal Year 2023/2024 audit; and

WHEREAS, the Annual Statement of Investment Policy reporting frequency changed from quarterly reporting to monthly reporting; and

NOW, THEREFORE, BE IT RESOLVED as follows:

SECTION 1. The above recitals are true and correct.

SECTION 2. The Investment Policy, attached hereto as Exhibit 1, is hereby amended and adopted. The amended policy has been reviewed and is received for filing..

PASSED, APPROVED AND ADOPTED on May 27, 2025 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 May 27, 2025.

_____
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

EXHIBIT 1: INVESTMENT POLICY

Exhibit 1 to Resolution No. 6402

City Investment Policy

EXHIBIT 1

Date Adopted: 06/09/25
Last Revised: 05/01/25
CMC Section: 3.30

CITY INVESTMENT POLICY

PURPOSE

It is the purpose of the investment policy of the City of Carpinteria (City) to invest funds in a manner which will provide the highest investment return possible consistent with maximum security while meeting daily cash flow demands and conforming to all other statutes governing the investment of City funds.

The investment policies and practices of the City are based on state law and prudent money management. All funds will be invested in accordance with the City's Investment Policy, and California Government Code Sections 53601 and 53646.

POLICY

The City shall invest public funds in such a manner as to comply with the state and local law; ensure prudent money management; provide for daily cash flow requirements; and meet the objectives of the Policy, in priority order of Safety, Liquidity and Return on Investment.

SCOPE

This investment policy applies to all investment activities and financial assets of the City. The funds covered by this policy are accounted for and incorporated in the City's Annual Comprehensive Financial Report (ACFR) and include:

- General Fund
- Special Revenue Funds
- Debt Service Funds
- Capital Project Funds
- Fiduciary Funds

PRUDENCE

The City Council is the City of Carpinteria trustees and authorized to make investment decisions on behalf of the City investing public funds 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.

OBJECTIVES

California Government Code Section 53600.6 defines the primary objectives of a trustee investing public money. The primary objectives, in priority order, of the City's investment activities shall be:

1. Safety: Safety of principal is the foremost objective of the investment program. Investments of the City shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, the City will diversify its investment funds among a variety of securities with independent returns.

2. Liquidity: The City's investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements which might reasonably be anticipated.

3. Return on Investments: The City's investment portfolio shall have the objective of attaining a comparative performance measurement or an acceptable rate of return throughout the budgetary and economic cycles. These measurements should be commensurate with the City's investment risk constraints identified in the Investment Policy and the cash flow characteristics of the portfolio.

DELEGATION OF AUTHORITY

Authority to manage the City's investment program is derived from the California Government Code Sections 53600 through 53609. Management responsibility for the investment program is hereby delegated to the City Manager or the Administrative Services Director (City Treasurer) as directed by the City Council. Under the authority granted by the City Council, no person may engage in an investment transaction covered by the terms of this policy unless directed by the City Treasurer.

ETHICS AND CONFLICTS OF INTEREST

Investment officials shall refrain from personal business activity that could conflict with the proper execution and management of the policy and the investment program, or which could impair their ability to make impartial investment decisions. The investment officials are governed by the Political Reform Act of 1974 regarding disclosure of material financial interests.

AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS

In accordance with Government Code Section 53601.5, investments shall either be purchased (1) directly from the issuer, (2) from an institution licensed by the State of California as a Broker-Dealer, as defined in Corporations Code Section 25004, provided that the institution is a primary or regional dealer qualified under federal Securities and Exchange Commission Rule 15c3-1 (uniform net capital rule), (3) from a member of a federally regulated securities exchange, (4) from a national or state-chartered bank, from a savings association or federal association, as defined by Financial Code Section 5102, or (5) from a brokerage firm designated as a primary government dealer by the Federal Reserve bank. In addition, investments shall only be purchased from entities or deposits made in qualified public depositories, as established by State law, with a physical presence in California and at least five years' experience providing similar services to other California municipalities. All financial institutions and broker/dealers who desire to conduct investment transactions with the public agency must supply the Treasurer with the following: audited financial statements and proof of FINRA Registration and Licensing.

AUTHORIZED AND SUITABLE INVESTMENTS

The City Treasurer may invest City funds in the following instruments as specified in the California Government Code, Sections 53600 et seq., and as further limited in this policy. The City is empowered by statue to invest in the following types of securities:

- Federal Deposit Insurance Corporations (FDIC) Insured Accounts. Funds required for immediate cash flow needs shall be deposited in an interest-bearing FDIC insured checking account at a bank in Carpinteria. Dollar Maximum: None; Maximum Maturity: N/A

- Local Agency Investment Fund (LAIF), of the State of California. Investments in accordance with the laws and regulations governing those funds. Dollar Maximum: $65 million (State Statue limit); Maximum Maturity: N/A

- Obligations of the U.S. Government, its agencies and instrumentalities, including U.S. Treasury notes, bonds, bills, or certificate indebtedness, or those for which the full faith and credit of the United States are pledged for the payment of principal and interest, federal agencies, mortgage-backed securities with a fixed coupon issued by an agency of the U.S. Government, government-sponsored enterprise obligations (GSE), participation, or other instruments. Dollar Maximum: None; Maximum Maturity: 5 years

- Investments not specifically authorized herein are disallowed. Additionally, California Government Code Section 53601.6 disallows the following: inverse floaters, range notes, or interest-only strips that are derived from a pool of mortgages. Futures, options, all leveraged purchases, reverse repurchases, and speculations on interest rates are specifically not allowed by this policy.

REVIEW OF INVESTMENT PORTFOLIO

The securities held by the City must be in compliance with Section Authorized and Suitable Investments at the time of purchase. Because some securities may not comply with Section Authorized and Suitable Investments subsequent to the date of purchase, the City Treasurer or designee, shall at least annually review the portfolio to identify those securities that do not comply. The City Treasurer shall establish procedures to report to the City Council and Budget/Finance Standing Committee, major and critical incidences of noncompliance identified through the review of the portfolio.

INVESTMENT POOLS / MUTUAL FUNDS

A thorough investigation of the pool/fund is required prior to investing, and on a continual basis. There shall be a questionnaire developed which will answer the following general questions:

- A description of eligible investments securities, and a written statement of investment policy and objectives.
- A description of interest calculations and how it is distributed, and how gains and losses are treated.
- A description of how the securities are safeguarded (including the settlement processes), and how often the securities are priced, and the program audited.
- A description of who may invest in the program, how often, what size deposit and withdrawal are allowed.
- A schedule for receiving statements and portfolio listings.
- A description of how the pool/fund maintains reserves, retains earnings or how income after expense is distributed to participants.
- A fee schedule, and when and how it is assessed.
- The eligibility of the pool/fund to invest in bond proceeds and a description of its practices.

COLLATERALIZATION

Collateralization will be required on certificates of deposit. In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be 110% of market value for Certificates of Deposits. Collateral will always be held by an independent third party with who the City has a current custodial agreement. A clearly marked evidence of ownership (safekeeping receipt) must be supplied to the City and retained. The right of collateral substitution is granted.

SAFEKEEPING AND CUSTODY

All security transactions entered into by the City shall be conducted on a delivery-versus-payment (DVP) basis. Securities will be held by a third-party custodian designated by the City Treasurer and evidenced by safekeeping receipts.

DIVERSIFICATION

The City shall diversify its investments to avoid incurring unreasonable risks inherent in over investing in specific instruments, individual financial institutions or maturities. Nevertheless, the asset allocation in the portfolio should be flexible depending upon the outlook for the economy, the securities markets, and the City's anticipated cash flow needs.

MAXIMUM MATURITIES

To the extent possible, the City will attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the City will not directly invest in securities maturing more than 5 years from the date of purchase. Reserve fund may be invested in securities exceeding 5 years if the maturity of such investments is made to coincide as nearly as practicable with the expected use of the funds.

INTERNAL CONTROLS

The City Treasurer shall establish and maintain a system of appropriate internal controls to ensure compliance with policies and procedures. The controls should be designed to prevent losses of public funds arising from fraud, error, or imprudent actions by employees and officers of the City.

PERFORMANCE STANDARDS

The investment portfolio shall be designed with the objective of obtaining a rate of return throughout budgetary and economic commensurate with the investment risk constraints and the cash flow needs. The City's investment strategy is passive (buy-and-hold). Given this strategy, the City Treasurer shall determine whether market yields are being achieved by comparing the total return of the portfolio to the monthly LAIF rate and the two-year U.S. Treasury Note as useful benchmarks to measure whether or not the City's portfolio net yields are matching or surpassing the market yields. The benchmarks and investment performance will be reviewed by the Budget/Finance Standing Committee as market conditions warrant or when the benchmarks are not met for a consecutive one-year period.

REPORTING

In accordance with California Government Code section 53607, the investment report shall be submitted to the City Council on a monthly basis by the City Treasurer. The City Treasurer shall review and render monthly and monthly investment reports and include the following:

- The monthly report shall include an accounting of all receipts, disbursements and fund balances.

- The monthly report shall include an itemized listing of portfolio investments by type, date of maturity, yield to maturity, issuer, par value, dollar amount invested, and book value.

- The monthly report will include a statement of compliance of the portfolio with the City's investment policy or an explanation as to why the portfolio is not in compliance per California Government Code Section 53646(b)(2).

- The monthly report shall include a statement of compliance that the investment portfolio has the ability to meet the City's expenditure requirements for the next six months, or provide and explanation as to why sufficient money shall, or may, not be available, per California Government Code Section 53646(b)(3).

INVESTMENT POLICY ADOPTION

The City's investment policy shall be adopted by resolution annually by the City Council. The policy shall be reviewed annually by the City Council and any modifications to the investment policy must be approved by the City Council.

GLOSSARY

Agencies: Federal agency securities and/or Government-sponsored enterprises.

Benchmark: A comparative base for measuring the performance or risk tolerance of the investment portfolio. A benchmark should represent a close correlation to the level of risk and the average duration of the portfolio's investments.

Broker: A broker brings buyers and sellers together for commission.

Buy and Hold Strategy: Investments in which management has the positive intent and ability to hold each issue until maturity.

Certificate of Deposit: Large denomination ($100,000 or more) interest bearing time deposits, paying the holder a fixed amount of interest at maturity. Funds cannot be withdrawn before maturity without giving advance notice and without a penalty.

City Treasurer: The Administrative Services Director serves as the City Treasurer, as appointed by the City Council.

Collateralization: To secure a debt in part or in full by pledger of collateral, asset pledged as security to ensure payment or performance of an obligation. Also refers to securities pledged by a bank to secure deposits of public monies.

Annual Comprehensive Financial Report (ACFR): The official annual report of the City. It includes five combined statements for each individual fund and account group prepared in conformity with GAAP. It also includes supporting schedules necessary to demonstrate compliance with finance-related legal and contractual provisions, extensive introductory material, and detailed statistical section.

Coupon: (a) The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value. (b) A certificate attached to a bond evidencing interest due on a payment date.

Dealer: A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

Diversification: Dividing investment funds among a variety of securities offering independent returns.

Duration: A measure of the sensitivity of the price (the value of principal) of a fixed-income investment to a change in interest rates. Duration is expressed as a number of years. Rising interest rates means falling bond prices, while declining interest rates mean rising bond prices.

Federal Deposit Insurance Corporation (FDIC): A federal agency that insures bank deposits, currently up to $250,000 per entity.

Interest Rates: The annual yield earned on an investment, expressed as a percentage.

Liquidity: A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value.

Local Agency Investment Fund (LAIF): A voluntary investment program offering participating agencies the opportunity to participate in a major portfolio which daily invests hundreds of millions of dollars, using the investment expertise of the State Treasurer's Office investment staff at no additional cost to the taxpayer. Investments in LAIF, considered a short-term investment, is readily available for cash withdrawal daily.

Market Value: The price at which a security is trading and could presumably be purchased or sold.

Par Value: The principal amount of a note or bond which must be paid at maturity. Par, also referred to as the "face amount" of a security, is the principal value stated on the face of the security. A par bond sold at a price of 100 percent of its principal amount.

Portfolio: Collection of securities held by an investor.

Principal: The face value of par value of a debt instrument, or the amount of capital invested in a given security.

Rate of Return: The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond the current income return.

Treasury Bills: A non-interest bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months, or one year.

Treasury Notes: Medium-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturities of two to ten years.

Uniform Net Capital Rule: Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1; also called net capital rule and net capital ratio. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities, one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

Yield: The rate of annual income return on investment, expressed as a percentage. (a) INCOME YIELD is obtained by dividing the current dollar income by the current market price for the security. (b) NET YIELD or YIELD TO MATURITY is the current income yield minus any premium above par or plus any discount from par in purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

ATTACHMENT B

Red lined Investment Policy

CITY INVESTMENT POLICY

PURPOSE

It is the purpose of the investment policy of the City of Carpinteria (City) to invest funds in a manner which will provide the highest investment return possible consistent with maximum security while meeting daily cash flow demands and conforming to all other statutes governing the investment of City funds.

The investment policies and practices of the City are based on state law and prudent money management. All funds will be invested in accordance with the City's Investment Policy, and California Government Code Sections 53601 and 53646.

POLICY

The City shall invest public funds in such a manner as to comply with the state and local law; ensure prudent money management; provide for daily cash flow requirements; and meet the objectives of the Policy, in priority order of Safety, Liquidity and Return on Investment.

SCOPE

This investment policy applies to all investment activities and financial assets of the City. The funds covered by this policy are accounted for and incorporated in the City's ~~Comprehensive~~ Annual Comprehensive Financial Report (~~C~~ACFR) and include:

- General Fund
- Special Revenue Funds
- Debt Service Funds
- Capital Project Funds
- Fiduciary Funds

PRUDENCE

The City Council is the City of Carpinteria trustees and authorized to make investment decisions on behalf of the City investing public funds 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.

OBJECTIVES

California Government Code Section 53600.6 defines the primary objectives of a trustee investing public money. The primary objectives, in priority order, of the City’s investment activities shall be:

1. Safety: Safety of principal is the foremost objective of the investment program. Investments of the City shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, the City will diversify its investment funds among a variety of securities with independent returns.

2. Liquidity: The City’s investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements which might reasonably be anticipated.

3. Return on Investments: The City’s investment portfolio shall have the objective of attaining a comparative performance measurement or an acceptable rate of return throughout the budgetary and economic cycles. These measurements should be commensurate with the City’s investment risk constraints identified in the Investment Policy and the cash flow characteristics of the portfolio.

DELEGATION OF AUTHORITY

Authority to manage the City’s investment program is derived from the California Government Code Sections 53600 through 53609. Management responsibility for the investment program is hereby delegated to the City Manager or the Administrative Services Director (City Treasurer) as directed by the City Council. Under the authority granted by the City Council, no person may engage in an investment transaction covered by the terms of this policy unless directed by the City Treasurer.

ETHICS AND CONFLICTS OF INTEREST

Investment officials shall refrain from personal business activity that could conflict with the proper execution and management of the policy and the investment program, or which could impair their ability to make impartial investment decisions. The investment officials are governed by the Political Reform Act of 1974 regarding disclosure of material financial interests.

AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS

In accordance with Government Code Section 53601.5, investments shall either be purchased (1) directly from the issuer, (2) from an institution licensed by the State of California as a Broker-Dealer, as defined in Corporations Code Section 25004, provided that the institution is a primary or regional dealer qualified under federal Securities and Exchange Commission Rule 15c3-1 (uniform net capital rule), (3) from a member of a federally regulated securities exchange, (4) from a national or state-chartered bank, from a savings association or federal association, as defined by Financial Code Section 5102, or (5) from a brokerage firm designated as a primary government dealer by the Federal Reserve bank. In addition, investments shall only be purchased from entities or deposits made in qualified public depositories, as established by State law, with a physical presence in California and at least five years' experience providing similar services to other California municipalities. All financial institutions and broker/dealers who desire to conduct investment transactions with the public agency must supply the Treasurer with the following: audited financial statements and proof of FINRA Registration and Licensing.

AUTHORIZED AND SUITABLE INVESTMENTS

The City Treasurer may invest City funds in the following instruments as specified in the California Government Code, Sections 53600 et seq., and as further limited in this policy. The City is empowered by statue to invest in the following types of securities:

- Federal Deposit Insurance Corporations (FDIC) Insured Accounts. Funds required for immediate cash flow needs shall be deposited in an interest-bearing FDIC insured checking account at a bank in Carpinteria. Dollar Maximum: None; Maximum Maturity: N/A

- Local Agency Investment Fund (LAIF), of the State of California. Investments in accordance with the laws and regulations governing those funds. Dollar Maximum: $65 million (State Statue limit); Maximum Maturity: N/A

- Obligations of the U.S. Government, its agencies and instrumentalities, including U.S. Treasury notes, bonds, bills, or certificate indebtedness, or those for which the full faith and credit of the United States are pledged for the payment of principal and interest, federal agencies, mortgage-backed securities with a fixed coupon issued by an agency of the U.S. Government, government-sponsored enterprise obligations (GSE), participation, or other instruments. Dollar Maximum: None; Maximum Maturity: 5 years

- Investments not specifically authorized herein are disallowed. Additionally, California Government Code Section 53601.6 disallows the following: inverse floaters, range notes, or interest-only strips that are derived from a pool of mortgages. Futures, options, all leveraged purchases, reverse repurchases, and speculations on interest rates are specifically not allowed by this policy.

REVIEW OF INVESTMENT PORTFOLIO

The securities held by the City must be in compliance with Section Authorized and Suitable Investments at the time of purchase. Because some securities may not comply with Section Authorized and Suitable Investments subsequent to the date of purchase, the City Treasurer or designee, shall at least annually review the portfolio to identify those securities that do not comply. The City Treasurer shall establish procedures to report to the City Council and Budget/Finance Standing Committee, major and critical incidences of noncompliance identified through the review of the portfolio.

INVESTMENT POOLS / MUTUAL FUNDS

A thorough investigation of the pool/fund is required prior to investing, and on a continual basis. There shall be a questionnaire developed which will answer the following general questions:

- A description of eligible investments securities, and a written statement of investment policy and objectives.

- A description of interest calculations and how it is distributed, and how gains and losses are treated.

- A description of how the securities are safeguarded (including the settlement processes), and how often the securities are priced, and the program audited.

- A description of who may invest in the program, how often, what size deposit and withdrawal are allowed.

- A schedule for receiving statements and portfolio listings.

- A description of how the pool/fund maintains reserves, retains earnings or how income after expense is distributed to participants.

- A fee schedule, and when and how it is assessed.

- The eligibility of the pool/fund to invest in bond proceeds and a description of its practices.

COLLATERALIZATION

Collateralization will be required on certificates of deposit. In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be 110% of market value for Certificates of Deposits. Collateral will always be held by an independent third party with who the City has a current custodial agreement. A clearly marked evidence of ownership (safekeeping receipt) must be supplied to the City and retained. The right of collateral substitution is granted.

SAFEKEEPING AND CUSTODY

All security transactions entered into by the City shall be conducted on a delivery-versus-payment (DVP) basis. Securities will be held by a third-party custodian designated by the City Treasurer and evidenced by safekeeping receipts.

DIVERSIFICATION

The City shall diversify its investments to avoid incurring unreasonable risks inherent in over investing in specific instruments, individual financial institutions or maturities. Nevertheless, the asset allocation in the portfolio should be flexible depending upon the outlook for the economy, the securities markets, and the City's anticipated cash flow needs.

MAXIMUM MATURITIES

To the extent possible, the City will attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the City will not directly invest in securities maturing more than 5 years from the date of purchase. Reserve fund may be invested in securities exceeding 5 years if the maturity of such investments is made to coincide as nearly as practicable with the expected use of the funds.

INTERNAL CONTROLS

The City Treasurer shall establish and maintain a system of appropriate internal controls to ensure compliance with policies and procedures. The controls should be designed to prevent losses of public funds arising from fraud, error, or imprudent actions by employees and officers of the City.

PERFORMANCE STANDARDS

The investment portfolio shall be designed with the objective of obtaining a rate of return throughout budgetary and economic commensurate with the investment risk constraints and the cash flow needs. The City's investment strategy is passive (buy-and-hold). Given this strategy, the City Treasurer shall determine whether market yields are being achieved by comparing the total return of the portfolio to the monthly LAIF rate and the two-year U.S. Treasury Note as useful benchmarks to measure whether or not the City's portfolio net yields are matching or surpassing the market yields. The benchmarks and investment performance will be reviewed by the Budget/Finance Standing Committee as market

conditions warrant or when the benchmarks are not met for a consecutive one-year period.

REPORTING

In accordance with California Government Code section 53607, the investment report shall be submitted to the City Council on a monthly basis by the City Treasurer. The City Treasurer shall review and render monthly and ~~quarterly~~ monthly investment reports and include the following:

- The monthly report shall include an accounting of all receipts, disbursements and fund balances.

- The ~~quarterly~~ monthly report shall include an itemized listing of portfolio investments by type, date of maturity, yield to maturity, issuer, par value, dollar amount invested, and book value.

- The ~~quarterly~~ monthly report will include a statement of compliance of the portfolio with the City's investment policy or an explanation as to why the portfolio is not in compliance per California Government Code Section 53646(b)(2).

- The ~~quarterly~~ monthly report shall include a statement of compliance that the investment portfolio has the ability to meet the City's expenditure requirements for the next six months, or provide and explanation as to why sufficient money shall, or may, not be available, per California Government Code Section 53646(b)(3).

INVESTMENT POLICY ADOPTION

The City's investment policy shall be adopted by resolution annually by the City Council. The policy shall be reviewed annually by the City Council and any modifications to the investment policy must be approved by the City Council.

GLOSSARY

Agencies: Federal agency securities and/or Government-sponsored enterprises.

Benchmark: A comparative base for measuring the performance or risk tolerance of the investment portfolio. A benchmark should represent a close correlation to the level of risk and the average duration of the portfolio's investments.

Broker: A broker brings buyers and sellers together for commission.

Buy and Hold Strategy: Investments in which management has the positive intent and ability to hold each issue until maturity.

Certificate of Deposit: Large denomination ($100,000 or more) interest bearing time deposits, paying the holder a fixed amount of interest at maturity. Funds cannot be withdrawn before maturity without giving advance notice and without a penalty.

City Treasurer: The Administrative Services Director serves as the City Treasurer, as appointed by the City Council.

Collateralization: To secure a debt in part or in full by pledger of collateral, asset pledged as security to ensure payment or performance of an obligation. Also refers to securities pledged by a bank to secure deposits of public monies.

~~Comprehensive~~ **Annual Comprehensive Financial Report (~~C~~ACFR):** The official annual report of the City. It includes five combined statements for each individual fund and account group prepared in conformity with GAAP. It also includes supporting schedules necessary to demonstrate compliance with finance-related legal and contractual provisions, extensive introductory material, and detailed statistical section.

Coupon: (a) The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value. (b) A certificate attached to a bond evidencing interest due on a payment date.

Dealer: A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

Diversification: Dividing investment funds among a variety of securities offering independent returns.

Duration: A measure of the sensitivity of the price (the value of principal) of a fixed-income investment to a change in interest rates. Duration is expressed as a number of years. Rising interest rates means falling bond prices, while declining interest rates mean rising bond prices.

Federal Deposit Insurance Corporation (FDIC): A federal agency that insures bank deposits, currently up to $250,000 per entity.

Interest Rates: The annual yield earned on an investment, expressed as a percentage.

Liquidity: A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value.

Local Agency Investment Fund (LAIF): A voluntary investment program offering participating agencies the opportunity to participate in a major portfolio which daily invests hundreds of millions of dollars, using the investment expertise of the State Treasurer's Office investment staff at no additional cost to the taxpayer. Investments in LAIF, considered a short-term investment, is readily available for cash withdrawal daily.

Market Value: The price at which a security is trading and could presumably be purchased or sold.

Par Value: The principal amount of a note or bond which must be paid at maturity. Par, also referred to as the "face amount" of a security, is the principal value stated on the face of the security. A par bond sold at a price of 100 percent of its principal amount.

Portfolio: Collection of securities held by an investor.

Principal: The face value of par value of a debt instrument, or the amount of capital invested in a given security.

Rate of Return: The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond the current income return.

Treasury Bills: A non-interest bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months, or one year.

Treasury Notes: Medium-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturities of two to ten years.

Uniform Net Capital Rule: Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1; also called net capital rule and net capital ratio. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities, one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

Yield: The rate of annual income return on investment, expressed as a percentage. (a) INCOME YIELD is obtained by dividing the current dollar income by the current market price for the security. (b) NET YIELD or YIELD TO MATURITY is the current income yield minus any premium above par or plus any discount from par in purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

Agenda Section: Administrative Matters
Agenda Item No.: 9
Council Meeting Date: May 27, 2025

City of Carpinteria

COUNCIL AGENDA STAFF REPORT

ITEM FOR COUNCIL CONSIDERATION

Approval of the First Amendment to the Agreement with Two Trumpets Communications, LLC, Extending the Contract Term Through June 30, 2029, and Increasing the Total Contract Amount to $427,500 for Public Outreach and Communications Support Services

STAFF RECOMMENDATION

Approve the First Amendment to the Agreement for Consultant Services with Two Trumpets Communications, LLC, extending the term of the agreement through June 30, 2029, and increasing the not-to-exceed contract amount by $342,000, for a total amended amount of $427,500, for continued public outreach and communications support services.

Sample Motion: I move to authorize the City Manager to execute the First Amendment to the Agreement for Consultant Services with Two Trumpets Communications, LLC, extending the agreement through June 30, 2029, and increasing the total not-to-exceed contract amount to $427,500 for continued public outreach and communications support services. *(This motion requires a roll call vote.)*

BACKGROUND

The current agreement (Attachment A) with Two Trumpets Communications includes 80 hours per month of social media management, email newsletter publication, and miscellaneous communication support, including design and writing/editing. Additionally, the agreement provides for up to 15 extra hours per month, as needed, to support special City and Council initiatives that require more extensive communications. This agreement is valid with a total contract amount of $85,500. The agreement does not have a defined end date but will conclude once the $85,500 cap is reached.

The City has maintained agreements with Two Trumpets since July 1, 2018, with each extension reflecting evolving needs in public outreach and communications support. Prior to the formation of the current agreement, a Request for Proposals (RFP) was issued on April 26, 2024, to three digital marketing firms in the Santa Barbara County region: Two Trumpets Communications, Dowitcher Designs, and Oniracom. The goal was to find a consultant with expertise in digital communications to enhance the City's outreach and resident engagement efforts.

Two Trumpets was selected based on their demonstrated expertise in digital communications and deep understanding of the Carpinteria community. Their proven track record of successful projects with the City, coupled with their responsive, creative, and collaborative approach, distinguished them from other firms. They consistently delivered high-quality results and exceptional value, positioning them as the optimal choice to advance the City's communication and outreach goals.

The purpose of this agenda item is to seek Council approval for an Amendment to the Agreement between the City and Two Trumpets Communications (Attachment B), to cover public outreach services, miscellaneous communications support, and additional service hours to strengthen City program marketing.

DISCUSSION

Two Trumpets Communications has contracted with the City since 2018, consistently delivering high-quality public outreach and communications services. Their work has included social media management, e-newsletter production, website support, design services, and photography.

Lea Boyd is the lead agent for Two Trumpets Communications. Ms. Boyd is a former editor of the *Carpinteria Valley News*, who brings a deep understanding of the local media landscape and Carpinteria's unique communication environment. Her experience has been instrumental in shaping responsive, community-informed messaging that aligns with the City's goals.

In addition to digital outreach, Two Trumpets has helped establish a strong foundation for more in-depth communication with the City's Spanish-speaking population. While Ms. Boyd does not speak Spanish, her work supports Spanish-language outreach by providing high-quality original content and design. The City's Program Manager, Juliza Briones, builds upon this foundation by translating, interpreting, and adapting materials in collaboration with Two Trumpets, ensuring culturally relevant and effective messaging for Spanish-speaking residents.

The Consultant has demonstrated ongoing reliability, creativity, and adaptability in meeting the City's evolving outreach needs. Extending the agreement and maintaining the current level of services will allow the City to preserve momentum in public communication efforts, strengthen transparency, and continue building meaningful community engagement.

The proposed First Amendment to the Agreement with Two Trumpets Communications modifies two key sections of the original contract:

1. Contract Administration Update:

Section 2.4 (Contract Administration) will be updated to designate Juliza Briones, Program Manager, as the primary contact for the consultant under this agreement. The current agreement lists Olivia Uribe-Mutal as the primary contact; however, she is no longer with the City of Carpinteria, necessitating this administrative update.

2. Term Extension:
   Section 3 (Term) will be amended to extend the duration of the agreement through June 30, 2029, ensuring continuity of service for an additional four years.
3. Compensation Increase:
   Section 4 (Compensation) of the original agreement provides for the City to authorize additional services at its discretion. The First Amendment exercises this option and increases the contract amount by $342,000, resulting in a revised not-to-exceed total of $427,500. The updated cost breakdown is provided in Exhibit A of the amendment.

Although the overall contract amount has increased due to the extended term, the annual not-to-exceed amount of $85,500 remains unchanged from the amount approved in last year's agreement. There are no increases to the level of services provided per year at this time. The increase in the total contract value reflects the continuation of services over four additional years at the existing annual rate.

The agreement includes a base allocation of $72,000 annually for 80 hours of service per month. It also allows for up to 15 additional billable hours per month at $75 per hour, not to exceed the $85,500 annual cap.

POLICY CONSISTENCY

The proposed contract amendment aligns with several adopted City policies and priorities for FY 2024-2025:

- Council Priority #1 – Enhance Public Outreach, Education, and Transparency:
  Continuing services with Two Trumpets Communications directly supports this priority by maintaining and strengthening the City's ability to deliver timely, accessible, and high-quality public information across digital and traditional platforms.
- Council Priority #4 – Strengthen Community Institution Collaboration:
  Two Trumpets' strong relationships with local organizations and understanding of Carpinteria's civic and cultural landscape have enhanced coordination and messaging efforts. Their collaborative approach has contributed to a more connected and effective digital media presence, strengthening engagement with community partners.
- Sustainability Policy (Resolution No. 5500):
  The City's Sustainability Policy includes the objective to "implement programs which promote interactions and communication between neighbors, including internet-based social programs and local community groups." The work

performed under this agreement directly supports this goal by using digital communication tools to foster connectivity, build community awareness, and increase resident participation in local programs and initiatives.

In addition, the recommendation to extend the current agreement without issuing a new Request for Proposals (RFP) is consistent with the City's Procurement Policy, Section I(6): Selection of Consultants for Professional Services for Continuing Services, which allows for the continued engagement of professional consultants on a retainer or project-by-project basis without a new competitive process, as long as arrangements are reviewed every three to five years.

Proposals for these services were solicited as recently as last year, and following that process, Two Trumpets was retained based on qualifications, experience, and value. Their performance has continued to meet the City's needs and expectations. Extending the agreement at this time ensures continuity of service, preserves institutional knowledge, and remains in full compliance with procurement policy.

FINANCIAL CONSIDERATIONS

The proposed contract amendment includes an annual not-to-exceed amount of $85,500 for continued services provided by Two Trumpets Communications. This funding will be included in the City's budgets for FY 2025-2026, FY 2026-2027, FY 2027-2028, and FY 2028-2029. The allocation of $85,500 annually remains consistent with the amount approved for FY 2024-2025, ensuring that the level and costs of services remains unchanged.

The overall contract amount increases by $342,000 to reflect the four-year extension, but the annual cost remains the same. These funds will be distributed over the four-year term as part of the City's ongoing commitment to public communication and outreach efforts.

OPTIONS

1. Approve the proposed First Amendment to the Agreement with Two Trumpets Communications, extending the contract term through June 30, 2029, and increasing the total contract amount to $427,500, with an annual not-to-exceed amount of $85,500, and update the City's primary contact for contract administration to Juliza Briones, Program Manager, replacing Olivia Uribe-Mutal, who is no longer with the City of Carpinteria.
2. Request modifications to the proposed amendment and authorize the City Manager to execute the revised agreement with the approved changes.
3. Receive the staff report and choose not to approve the amendment, directing staff to explore other options for continuing Public Outreach Services and Communications Support.

PRINCIPAL PARTIES EXPECTED AT MEETING

Two Trumpets Communications principals, Lea Boyd and Peter Dugré.

ATTACHMENTS

Attachment A: Original Agreement
Attachment B: Amendment No. 1

Staff contact: Juliza Briones, Program Manager
(805) 755-4401, julizab@carpinteriaca.gov

Signature

Reviewed by: Ryan Kintz, Assistant City Manager
(805) 755-4400, ryank@carpinteriaca.gov

Signature

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

Signature

ATTACHMENT A

Original Agreement Between City of Carpinteria and Two Trumpets

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT FOR CONSULTANT SERVICES ("**Agreement**") is made and effective as of the 13th of May , 2024 by and between the City of Carpinteria, a municipal corporation ("**City**"), and the Two Trumpets Communications, LLC (**"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 non-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 required or necessary under this Agreement in a fully competent, professional and 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. Consultant is an independent contractor of City. Any and all employees of the Consultant engaged by the Consultant in the performance of any work or services required of the Consultant under this Agreement, shall be considered employees or agents of the Consultant only and not of the City, and any and all claims that may or might arise under any workers compensation or other law or contract on behalf of said employees while so engaged shall be the sole obligation and responsibility of the Consultant. Consultant is solely responsible for the professional quality, accuracy and timely completion and/or submission of all work related to the Basic Services.

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. The City Manager or his/her designee shall have the authority to render decisions within guidelines established by the City Council and shall be available during working hours as often as may be reasonably required to render decisions and to furnish information. The following individual(s) will serve as the primary contact(s) for Consultant in the administration of this Agreement:

Olivia Uribe Mutal, Program Manager

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, 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 $85,500.00 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. In the event a term or condition in any document or attachment conflicts with a term or condition of this Agreement the term or condition in this Agreement shall control. Should such conflict arise the priority of documents shall be as follows: This Agreement, the City's Request For Proposal together with attachments, Consultant's proposal together with attachments.

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 services are authorized Additional Services agreed to 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**. Should City reasonably determine that Consultant has not fulfilled any services or met the timelines established in Exhibit A, City shall notify Consultant of the failure in writing of deficiencies believed to be substantially inadequate within thirty (30) days after receipt of product or performance of Services. The City, at its discretion may provide the Consultant five (5) days to cure the breach. City may withhold the accompanying payment without penalty until such time as Consultant cures the breach. In the alternative, upon Consultant's failure to meet any deadlines the City may modify the Services schedule. Should Consultant or its representatives fail to cure the breach within five (5) days, or fail to reasonably agree to such modified schedule, City may immediately terminate this Agreement in writing, without penalty or incurring further obligation to Consultant.

4.4 **Withholding**. City reserves the right to withhold future payment to Consultant if any aspect of the Consultant's work or performance of Services 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 or performance of Services.

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 (i) 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; (ii) shall give City the right to examine and audit said books and records; (iii) shall permit City to make transcripts therefrom as necessary; and (iv) 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**. All 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 shall be referred to as "**Consultant Work Product**". Upon completion of, or in the event of termination or suspension of this Agreement, all completed and incomplete 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, except for Consultant Work Product marked as "DRAFT" or "CONFIDENTIAL".

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 by applicable law;
- 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 C 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 D, 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, directors, employees and agents ("**Indemnified Parties**") from and against any and all losses, liabilities, damages, costs, charges, payments, claims, and expenses, including attorney's fees and costs of defense, which arise out of,

are a consequence of, or are in any way attributable to, in whole or in part, this Agreement, including but not limited to any activities associated with carrying out the agreed to Services by Consultant, its agents, employees, subcontractors, consultants, assigns or by any individual or entity for whom Consultant is legally liable.

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

To Consultant:
Lea Boyd and Peter Dugré
Two Trumpets Communications, LLC

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, certifications, or related credentials required by law for the performance of Services described in this Agreement. Consultant represents that it and/or its employees, agents and subcontractors engaged in such activities possess such licenses, certifications, or credentials and that such licenses certifications, or credentials are current, active, and not in a state of suspension or revocation.

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 E (together, "Acknowledgement of Workers' Compensation Obligation" and "Declaration of Exemption from Workers' Compensation") which is incorporated by this reference as though 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

By: _____
Michael Ramirez, City Manager

"CONSULTANT"
Two Trumpets Communications, LLC

By: _____
Lea Boyd, Partner

By: _____
Peter Dugré, Partner

APPROVED AS TO FORM:
City of Carpinteria

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

ATTEST:
City of Carpinteria

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

CITY OF CARPINTERIA
INCORPORATED
SEPT. 28, 1965
CARPINTERIA, CALIF.

EXHIBIT A

BASIC SERVICES TO BE PERFORMED

TWO TRUMPETS COMMUNICATIONS

May 2, 2024

Olivia Uribe-Mutal
City of Carpinteria
5775 Carpinteria Ave.
Carpinteria, CA 93013

Subject: Response to request for Consulting Services for City of Carpinteria Public Outreach

Dear Olivia,

Since 2018, Two Trumpets Communications has had the pleasure of contracting with the City of Carpinteria to manage public outreach through digital platforms. When we were initially contracted as consultants, the City had no active digital communications. Working closely with staff, we created a robust outreach plan that relied on numerous tools to create and grow an audience and ensure that residents and visitors have consistent opportunities to receive important news and information from the City of Carpinteria.

In the years since, we have dramatically grown the City's audience and engagement, assuring that the City can now reach thousands of individuals with emergency updates and critical messaging. City staff has also broadened its reliance on our photography, design, story-telling and content-creation services to professionalize how it reaches the public in the digital age.

Emergency Communications Support
The area of emergency communication has been a priority since the outset of Two Trumpets' work with the City of Carpinteria shortly after the Thomas Fire and January 9 Debris Flow. Implicit to this proposal is our commitment to supporting city staff when emergency strikes. We are on call and have been since we began our work for the City.

Our agency communicates closely with City staff ahead of potential emergencies and throughout existing crises (eg. storm evacuations and shelter in place warnings) to supply residents with accurate, time-sensitive information. We will continue to work with City staff to organize the efficient delivery of emergency communications and offer expertise and support.

Since working with the City through the COVID-19 pandemic to keep residents up-to-date and informed, we have continued to gain valuable experience in the area of local emergency response through participation on the Carpinteria Resilience Hub Committee and Red Cross emergency shelter training. We understand the county-wide emergency response hierarchy, decision-making process and communications plan to best serve the public in times of crisis.

Peter Dugré • peter@two-trumpets.com • (805) 453-4878
Lea Boyd • lea@two-trumpets.com • (805) 698-3390

Design, photography and content creation
As our communications output for the City has grown, we have offered additional services that were not anticipated in our original agreement, and we believe that these have been important to building public engagement and ensuring that the City provides professional-quality public-facing materials such as signage, advertising, press releases, and other outreach tools. Indeed, our agency is very familiar with the City's changing needs and priorities and how to meet those.

Performance metrics, analytics and adjustments
Moving forward, we anticipate working with City staff to review the current communications strategy and identify any audience gaps in order to make strategy adjustments. Also we will evaluate the flow of information from the City to the community and implement enhancements geared toward consistency and efficiency. Our experience working with department heads and staff has familiarized our agency with City workflow, established important lines of communication and identified how to best reach the public with timely information.

Additionally, this proposal incorporates the production of a quarterly report to provide outreach metrics like audience growth and engagement over time. This will assist in continuous improvement to our strategy for informing the public about City services and programs, and garnering greater resident awareness and involvement.

We appreciate your consideration of our proposal that accompanies this letter.

Sincerely,

Lea Boyd & Peter Dugré
Partners, Two Trumpets Communications

EXHIBIT B

PAYMENT RATES AND SCHEDULE

TWO TRUMPETS COMMUNICATIONS
4939A Carpinteria Ave., Carpinteria, CA 93013

City of Carpinteria Public Outreach Proposal

PROJECT OVERVIEW

Project Name ..... City of Carpinteria Public Outreach
Contract duration ..... One year: July 2024 - June 2025
Fee schedule $6,000/month

PROPOSED SCOPE OF WORK

SOCIAL MEDIA

- **Platforms**: Nextdoor, Facebook, Instagram, City website blog ("Latest News")
- **Frequency**: 4-7 posts weekly on each platform
- **Content cultivation**: Regular communication with key city staff (department heads, program supervisors) and meeting attendance
- **Content creation**: Format tailored to each platform and type of information
- **Monitoring**: Regular monitoring of accounts to ensure questions from the public are answered and misinformation is identified and clarified.
- **Reporting:** Generate quarterly reports with metrics that allow for regular evaluation of outreach.

Social Media	Estimated Hours	Monthly	Annually
Content Creation	35 hours/mo.	$2,625	$31,500
Posting, Monitoring, Reporting	13 hours/mo.	$975	$11,700
			Total $43,200

EMAIL NEWSLETTER

- Produce and disseminate regular bi-monthly email newsletter (The Current) highlighting recent accomplishments, city project updates, and upcoming events and meetings.
- Produce and disseminate additional editions of The Current as needed to keep subscribers apprised of time sensitive/urgent City information (ex. Special storm editions)
- Translate all editions of The Current into Spanish and disseminate to subscribers who have selected the Spanish language preference.

Email Newsletter	Estimated Hours	Monthly	Annual
Monthly publication	22 hours/mo.	$1,650	$19,800
			Total $19,800

Peter Dugré • peter@two-trumpets.com • (805) 453-4878
Lea Boyd • lea@two-trumpets.com • (805) 698-3390

MISCELLANEOUS COMMUNICATIONS SUPPORT

Provide support in graphic design as requested by City staff

- Newspaper advertisements
- Flyers
- Educational brochures
- Signs

Provide writing/editing support as requested by City staff

- Press releases
- Media alerts
- Talking points
- Grant writing

Misc. Communications	Estimated Hours	Monthly	Annual
Graphic design/writing	10 hours/mo.	$750	$9,000
			Total $9,000

INVESTMENT

The regular fee schedule of $6,000 per month is based on 80 hours estimated per month at a rate of $75 per hour.

Work above the 80 hours per month outlined above shall be billed at an hourly rate of $75/hour and will not exceed 15 additional hours per month without a supplemental agreement between Two Trumpets Communications and the City of Carpinteria.

EXHIBIT C

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.

12. 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.

13. Pursuant to California Public Contract Code Section 7201, the City may not retain greater than five (5%) percent of contract price.

EXHIBIT D

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.

When applicable, 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.

EXHIBIT E

WORKERS' COMPENSATION REQUIREMENTS

The Consultant is required to sign and file either a statement acknowledging its obligation to secure payment of Workers' Compensation before beginning work, or a declaration confirming that as a sole proprietor consultant is exempt from Workers' Compensation Requirements.

ACKNOWLEDGEMENT OF WORKERS' COMPENSATION OBLIGATION

I, Lea Boyd and Peter Dugré, hereby acknowledge our obligation to secure payment of Workers' Compensation before beginning work.

Two Trumpets Communications, LLC

By: _____
Lea Boyd, Partner

By: _____
Peter Dugré, Partner

Dated: 5/13/2024

Westchester
A Chubb Company

Professional Package Policy
Common Policy Declarations

ACE Fire Underwriters Insurance Company

Named Insured and Mailing Address: Two Trumpets Communications, LLC , 4939A Carpinteria Ave, Carpinteria, CA 93013-1936

Policy Number: MLBCAF145405322-006

Policy Period: From 10-05-2023 to 10-05-2024 12:01 a.m. local time at the Named Insured's mailing address shown above.

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as state in this policy.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED.

Management or Professional Liability Package Policy	
Miscellaneous Professional Liability Coverage Part	$645.00
Not-for-Profit Organization Management Liability Coverage Part	
Businessowners Coverage Form	$395.00
Applicable state taxes & fees	$0.00
Total Policy Premium	$1,040.00

IN WITNESS WHEREOF, the Insurer has caused this policy to be signed by its President and Secretary, and countersigned by a duly Authorized representative of the Insurer.

Signed: _____ Date: _____
Authorized Representative

Broker: RSG SPECIALTY LLC

Producer Code: 272824

Notice of Claims:

P.O. Box 5122

Scranton, PA 18505-3801

Toll Free: 844-539-3801

ACECRS-CLAIMS@chubb.com

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PARTS, FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

Policy Issued: 10-05-2018

Billing Selected: Agency

CHUBB®

ACE Fire Underwriters Insurance Company

Chubb Errors and Omissions Liability Declarations

RENEWAL CERTIFICATE

IN CONSIDERATION OF THE PREMIUM FOR THE RENEWAL POLICY IDENTIFIED BELOW, THE INSURER RENEWS THE EXPIRING POLICY FOR THE PERIOD SET FORTH BELOW.

THIS POLICY IS A CLAIMS MADE AND REPORTED POLICY. EXCEPT AS OTHERWISE PROVIDED HEREIN, THIS POLICY COVERS ONLY CLAIMS FIRST MADE AGAINST THE INSUREDS AND REPORTED TO THE INSURER DURING THE POLICY PERIOD. PLEASE READ THIS POLICY CAREFULLY.

THE LIMITS OF LIABILITY AVAILABLE TO PAY INSURED DAMAGES SHALL BE REDUCED BY AMOUNTS INCURRED FOR CLAIMS EXPENSES. FURTHER NOTE THAT AMOUNTS INCURRED FOR DAMAGES AND CLAIMS EXPENSES SHALL ALSO BE APPLIED AGAINST THE RETENTION AMOUNT.

TERMS THAT APPEAR IN BOLD FACE TYPE HAVE SPECIAL MEANING. PLEASE REFER TO SECTION II, DEFINITIONS, OF THE POLICY.

This Renewal Certificate renews the below referenced Expiring Policy and grants new Limit(s) of Liability and a new Retention. The terms, conditions and exclusions of the below referenced Expiring Policy, except as otherwise indicated herein or in endorsements attached hereto, apply to the renewal **Policy Period**. For purposes of coverage afforded during the renewal **Policy Period**, the term **Policy** means the Expiring Policy (including endorsements attached thereto), as amended by this Renewal Certificate and any endorsements attached hereto, and "Declarations" or "Declarations Page" means this Renewal Certificate.

Renewal **Policy** Number: MLBCAF145405322-006 Renewal of **Policy** Number (Expiring Policy):

Item 1. **Named Insured**
Two Trumpets Communications, LLC

Principal Address: 4939A Carpinteria Ave
Carpinteria, CA, 93013-1936

Item 2. **Policy Period**:

Renewed from 12:01 a.m. 10-05-2023 **To** 12:01a.m. 10-05-2024
(Local time at the address shown in Item 1)

Item. 3. Limit of Liability **(**including **Claims Expenses)**

$1,000,000	Each **Claim**
$1,000,000	Aggregate Limit
$5,000.00	**Disciplinary Proceeding Claims Expenses** Aggregate Limit (in addition and Aggregate Limits set forth above)

Item 4. Retention

$0	Each **Claim**

Item 5. Premium: $645

Item 6. **Retroactive Date** (if applicable): 10/05/2018

Item 7: **Professional Services**: See Amendatory Endorsement Definition of Professional Services Amended

Item 8: Notice to **Company**:

A. Notice of **Claim** or **Wrongful Act**:
CHUBB North American Claims
PO Box 5122
Scranton, PA 18505-3801
Toll Free: 844-539-3801
ApolloOps1FNOL@chubb.com

B. All Other Notices:
Commercial Risk Services
3 Country View Road
Third Floor
Malvern, PA 19355

Item 9. Optional **Extended Reporting Period:**

A. Additional Premium: 100% of last annual premium.

B. Additional Period: 12 months

Item 10. Endorsements attached upon **Policy** effective date:

PF48162	(0916)	Professional Package Policy Common Policy Declarations
PF38130CA	(0417)	RENEWAL CERTIFICATE (AFU)
PF23294c	(0310)	NETWORK SECURITY OR PRIVACY LIABILITY EXCLUSION
PF47760	(0516)	UNSOLICITED COMMUNICATIONS EXCLUSION
PF42381CA	(0417)	DEFINITION OF PROFESSIONAL SERVICES AMENDED
PF47462CA	(0417)	MISCELLANEOUS PROFESSIONAL LIABILILTY ENHANCEMENT ENDORESMENT
PF48964	(0417)	AMENDATORY ENDORSEMENT CALIFORNIA
PF18874	(0206)	ACE ADVANTAGE MISCELLANEOUS PROFESSIONAL LIABILITY POLICY
PF23296a	(0708)	CONTINGENT BODILY INJURY, PROPERTY DAMAGE ("FOR" PREAMBLE) WITH SUB-LIMIT OF LIABILITY
ALL20887	(1006)	ACE PRODUCER COMPENSATION PRACTICES & POLICIES
ILP001	(0104)	U.S. TREASURY DEPARTMENTS' OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS
PF46422	(0715)	TRADE OR ECONOMIC SANCTIONS ENDORSEMENT

PF19061	(1005)	SPOUSAL COVERAGE EXTENSION
PF19236	(1205)	INSURED DEFINITION AMENDED-LEASED, PART TIME, SEASONAL EMPLOYEES
PF19806	(0206)	ADDITIONAL INSURED (AUTOMATIC PURSUANT TO CONTRACT)
PF38981	(0113)	FALSE CLAIMS ACT EXCLUSION
Cc1k11k	(0422)	Signatures (All states except OH)
TR45231a	(0820)	POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE
ALL21101	(1106)	TRADE OR ECONOMIC SANCTIONS ENDORSEMENT

Producer Name and No.: RSG SPECIALTY LLC
540 W MADISON ST 9TH FL
CHICAGO, IL, 60661
272824

IN WITNESS WHEREOF, the **Insurer** has caused this **Policy** to be signed by a duly authorized representative of the Company.

DATE: 10/05/2018

_____
Authorized Representative

Chubb. Insured.℠

CHUBB

Chubb Group of Insurance Companies
436 Walnut Street
Philadelphia, PA 19106

Businessowners Policy Declarations

ACE Fire Underwriters Insurance Company

This Policy is issued by the stock insurance company listed above ("Insurer").

Policy Number: MLBCAF145405322-006
Renewal of: MLBCAF145405322-005

Named Insured & Mailing Address:
Two Trumpets Communications, LLC
4939A Carpinteria Ave, Carpinteria, CA, 93013-1936

Business Description: Professional Liability

Policy Period: From 10-05-2023 To 10-05-2024
12:01 a.m. local time at the Principal Address shown

TOTAL ANNUAL PREMIUM: $395.00

ITEM I. PROPERTY

A. Premises Information:

Premises Number	Building Number	Premises Address:
1	1	4939A Carpinteria Ave, Carpinteria, CA 93013-1936

B. Property Coverage Limits of Insurance

Prem. No	Bldg. No.	Type of Property	Valuation	Deductible	Cause of Loss	Limit of Insurance
1	1	Business personal Property	Replacement Cost	$500	Special	$25,000

C. TOTAL PROPERTY PREMIUM: Included

ITEM II. GENERAL LIABILITY

A. General Liability limits of Insurance

Coverages	Limit
General Aggregate Limit	$2,000,000
Products/Completed Operations Aggregate Limit	$1,000,000
Personal & Advertising Injury Limit	$1,000,000
Each Occurrence Limit	$1,000,000
Damage to Premises Rented to You Limit	$100,000
Medical Expense Limit	$5,000

B. TOTAL GENERAL LIABILITY PREMIUM: $395.00

CHUBB®

Chubb Group of Insurance Companies
436 Walnut Street
Philadelphia, PA 19106

ITEM III. OPTIONAL COVERAGES

Hired and Non Owned Auto Liability

LIMITS

Hired and Non Owned Auto Liability Aggregate Limit:	$2,000,000
Hired and Non Owned Auto Liability Each Occurrence Limit:	$1,000,000

Premium: Included

Value Plus Endorsement

Premium: $0.00

A. TOTAL OPTIONAL COVERAGE PREMIUM: $0.00

ITEM IV. COVERAGE FORMS

Form Number	Edition	Title
BOP43604a	0418	BUSINESSOWNERS POLICY DECLARATIONS
BP0003	0713	BUSINESSOWNERS COVERAGE FORM
BP0009	0197	BUSINESSOWNERS COMMON POLICY CONDITIONS
BP0155	0517	California changes
BP0402	0713	ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES
BP0404	0110	HIRED AUTO AND NON-OWNED AUTO LIABILITY
BP0417	0110	EMPLOYMENT-RELATED PRACTICES EXCLUSION
BP0419	0713	AMENDMENT - LIQUOR LIABILITY EXCLUSION - EXCEPTION FOR SCHEDULED ACTIVITIES
BP0430	0713	PROTECTIVE SAFEGUARDS
BP0437	0702	EXCLUSION - PERSONAL AND ADVERTISING INJURY
BP0448	0713	ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION
BP0492	0702	TOTAL POLLUTION EXCLUSION
BP0497	0106	WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US
BP0513	0702	WAR OR TERRORISM EXCLUSION
BP1486	0713	COMMUNICABLE DISEASE EXCLUSION
BP1488	0713	PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION
BOP43245	0614	EXCLUSION FOR BLEACHER COLLAPSE
BOP43262	0614	ABSOLUTE ASBESTOS EXCLUSION
BOP43263	0614	BODILY INJURY EXCLUSION - ALL EMPLOYEES VOLUNTEER WORKERS TEMPORARY WORKERS CASUAL LABORERS CONTRACTORS AND SUBCONTRACTORS
BOP43264	0614	LEAD, SILICA AND ORGANIC PATHOGEN EXCLUSION
BP0523	0115	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

ITEM V. Notice under this **Policy** shall be given to:

Chubb North American Claims
PO Box 5122

Scranton, PA 18505-0554
Toll Free: 844-539-3801
ApolloOpsFNOL@chubb.com

ITEM VI. Producer Name and Mailing Address:

RSG SPECIALTY LLC
540 W MADISON ST 9TH FL
CHICAGO, IL 60661
Z00569

IN WITNESS WHEREOF, the **Insurer** has caused this **Policy** to be signed by its President and Secretary, and countersigned by a duly authorized representative of the **Insurer**.

DATE: 2023-08-02
Authorized Representative _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured Two Trumpets Communications, LLC			Endorsement Number PF23294c0310
Policy Symbol MLB	Policy Number MLBCAF145405322-006	Policy Period 10-05-2023 to 10-05-2024	Effective Date of Endorsement 10-05-2023
Issued By (Name of Insurance Company) ACE Fire Underwriters Insurance Company			

Network Security or Privacy Liability Exclusion

1. Section II, Definitions, is amended by adding the following:

   - **Network Security or Privacy Breach** means:

     1. the failure by the **Insured** to properly handle, manage, store, destroy or otherwise control confidential corporate or personally identifiable information;

     2. any violation of the **Insured's** privacy policy, or any violation by the **Insured** of:

        (a) the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191);
        (b) the Gramm-Leach-Bliley Act of 1999;
        (c) the California Security Breach Notification Act (CA SB 1386);
        (d) Section 5(a) of the Federal Trade Commission Act, 15 U.S.C. § 45(a), but solely for alleged violations of unfair or deceptive acts or practices in or affecting commerce;
        (e) the Drivers Privacy Protection Act ("DPPA") 18 U.S.C. § 2721, et. seq., or
        (f) any violation of any other similar state, federal, and foreign identity theft and privacy protection legislation that requires commercial entities that collect personal information to post privacy policies, adopt specific privacy or security controls, or notify individuals in the event that personal information has potentially been compromised; or

     3. a failure in network security, including but not limited to activities performed by the **Insured** to protect against unauthorized access to, unauthorized use of, a denial of service attack directed against, or transmission of malicious code to the **Insured's** computer system.

2. Section III, Exclusions, is amended by adding the following:

   - alleging, based upon, arising out or attributable to a **Network Security or Privacy Breach**.

All other terms and conditions of this **Policy** remain unchanged.

_____
Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Two Trumpets Communications, LLC			PF477600516
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
MLB	MLBCAF145405322-006	10-05-2023 To 10-05-2024	10-05-2023
Issued By (Name of Insurance Company)			
ACE Fire Underwriters Insurance Company			

Unsolicited Communications Exclusion

It is agreed that Section III, Exclusions, is amended by adding the following exclusion:

- alleging, based upon, arising out of or attributable to:
  (1) the United States of America CAN-SPAM Act of 2003 or any amendments thereto or any rules or regulations promulgated thereunder, or any similar provisions of any federal, state, or local statutory law or common law anywhere in the world;
  (2) the United States of America Telephone Consumer Protection Act (TCPA) of 1991 or any amendments thereto or any rules or regulations promulgated thereunder, or any similar provisions of any federal, state, or local statutory law or common law anywhere in the world; or
  (3) any other law, ordinance, regulation or statute used to impose liability in connection with any unsolicited communication, distribution, publication, sending or transmission.

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

DEFINITON OF PROFESSIONAL SERVICES AMENDED

Named Insured			Endorsement Number
Two Trumpets Communications, LLC			PF42381CA0417
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
MLB	MLBCAF145405322-006	10-05-2023 To 10-05-2024	10-05-2023
Issued By (Name of Insurance Company)			
ACE Fire Underwriters Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

CHUBB ERRORS AND OMISSIONS POLICY

It is agreed that Section II, Definitions, subsection P. is deleted in its entirety and replaced by the following:

P. **Professional Services** means services performed for others by an **Insured** or by any person or entity for whom the **Insured** is legally liable for others for a fee; provided, however, **Professional Services** shall not include services performed as the following:

accountant, actuary, architect, banker, builder, construction manager, contractor, doctor, engineer, franchisor, hardware manufacturer/distributor, insurance agent, insurance company, internet service provider, investment banker, investment advisor, lawyer, mortgage banker/broker, nurse, physician, property developer, security broker/dealer, software programmer, structured settlement broker, web site designer, or web site host services.

All other terms and conditions of this **Policy** remain unchanged.

MISCELLANEOUS PROFESSIONAL LIABILITY ENHANCEMENT ENDORSEMENT

Named Insured			Endorsement Number
Two Trumpets Communications, LLC			PF47462CA0417
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
MLB	MLBCAF145405322-006	10-05-2023 To 10-05-2024	10-05-2023
Issued By (Name of Insurance Company)			
ACE Fire Underwriters Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

CHUBB ERRORS AND OMISSIONS POLICY

It is agreed that in consideration of the premium paid, the **Policy** is amended as follows:

1. Section I, Insuring Agreement and Defense, subsection B, Defense is amended by deleting numbered paragraph 2 in its entirety and inserting the following:

   2. If the **Insured** refuses to consent to a settlement or a compromise acceptable to the claimant/plaintiff and the **Company**, then the **Company's** liability to pay **Damages** and **Claims Expenses** under this **Policy** with respect to such **Claim** shall be reduced to (i) the amount of **Damages** for which the **Claim** could have been settled plus all **Claims Expenses** incurred until the date of such refusal, and (ii) 70% of all subsequent covered **Claims Expenses** and **Damages** in excess of such amount, which sum shall not exceed the unexhausted Limit of Liability specified in Item 3 of the Declarations. The remaining 30% of **Claims Expenses** and **Damages** shall be borne by the **Insureds** uninsured and at their own risk. In such event, the **Company** shall tender a check to the **Insured** for the recommended settlement amount, and shall be relieved of any further duty or obligation, other than for covered **Claims Expenses** referenced above. This paragraph shall not apply to a settlement in which the total incurred **Damages** and **Claims Expenses** do not exceed the Retention.

2. Section II, Definitions, is amended as follows:

   a. Subsection C, the definition of **Claim** is amended by adding the following:

      Claim also means a written request of the **Insured** to toll or waive a statute of limitations applicable to a **Claim** as otherwise described in this definition.

   b. Subsection F, the definition of **Damages** is amended by deleting the last paragraph and inserting the following:

      Damages includes punitive and exemplary damages and the multiplied portion of any multiple damage award to the extent such damages are insurable under the internal laws of the applicable jurisdiction that most favors coverage for such damages.

   c. Subsection I, the definition of **Insured**, is amended by adding the following paragraphs:

      - **Insured** also means any joint venture entered into by the **Named Insured**, but only for the legal liability of the **Named Insured** in the rendering of or failure to render **Professional Services** which may result from the **Named Insured's** participation in such joint venture.

      - **Insured** also means any leased, part time, or seasonal employees who are natural persons, but only with respect to **Professional Services** performed on behalf of the **Named Insured** or a **Subsidiary** thereof;

3. Section III, Exclusions, is amended as follows:

   a. Subsection A, is deleted in its entirety and the following is inserted:

      A. alleging, based upon, arising out of, or attributable to any dishonest, fraudulent, criminal or malicious act or omission, or any intentional or knowing violation of the law by an **Insured**, however, this exclusion shall not apply unless and until there is an adverse admission by or final adjudication against any **Insured** as to such conduct, at which time the **Insured** shall reimburse the **Company** for all **Damages** and **Claims Expenses** paid or incurred on account of such **Claim**. This exclusion shall apply to any **Insured** who had knowledge of or participated in the aforementioned conduct. For purposes of this exclusion, only the knowledge of the

Named Insured's and any **Subsidiary's** Chief Executive Officer, Chief Financial Officer, President, Chairman of the Board, General Counsel, and Risk Manager (or the functional equivalent of such positions) shall be imputed to the **Named Insured** and any **Subsidiary**. Further, the knowledge of any other **Insured**, other than the aforementioned individuals, shall not be imputed to any other **Insured** or **Insured** entity.

b. The following exclusions are added:

- alleging, based upon, arising out of or attributable to the **Insured's** performance of or failure to perform professional services as a accountant, actuary, architect, banker, builder, contractor, doctor, engineer, franchisor, hardware manufacturer/distributor, insurance agent, insurance company, internet service provider, investment banker, investment advisor, lawyer, nurse, physician, property developer, security broker/dealer, or structured settlement broker.
- alleging, based upon, arising out of or attributable to any unsolicited dissemination of faxes or e-mails to multiple, actual or prospective customers of the **Insured** or any other third party, including but not limited to **Claims** alleging any actual or alleged violation of the Telephone Consumer Protection Act, any federal or state anti-spam statutes, or any other federal or state statute, law or regulation relating to a person's or entity's right of seclusion.

4. Section VI, Conditions, is amended as follows:

a. Subsection A, Notice, numbered paragraph 1 is deleted in its entirety and the following is inserted:

1. The **Insureds** shall, as a condition precedent to their rights under this **Policy**, give to the **Company** written notice of any **Claim** made against the **Insureds** as soon as practicable after the **Named Insured's** Chairman of the Board, Chief Executive Officer (CEO), President, Chief Financial Officer (CFO), Chief Information Officer (CIO), General Counsel, or Risk Manager (or the functional equivalent of such positions), is first made aware of such **Claim**, but in no event later than 60 days after: (i) the end of the **Policy Period**, or (ii) with respect to **Claims** first made during any applicable Automatic or Optional **Extended Reporting Period**, the end of such Automatic or Optional **Extended Reporting Period**.

b. Subsection D, Representations, is amended as follows:

i. The phrase "this **Policy** shall be void ab initio" is deleted and the following is inserted in its place:

this **Policy** shall be void ab initio as to any **Insured** who knew the facts misrepresented or the omissions, whether or not such person knew of the **Application** or this **Policy**.

ii. The following provision is added:

For purposes of this subsection D, only the knowledge of the **Named Insured's** and any **Subsidiary's** Chairman of the Board, Chief Executive Officer (CEO), President, Chief Financial Officer (CFO), Chief Information Officer (CIO), General Counsel, or Risk Manager (or the functional equivalent of such positions), shall be imputed to the **Named Insured** and any **Subsidiary**. Further, the knowledge of an **Insured**, other than the aforementioned individuals, shall not be imputed to any other **Insured** or **Insured** entity.

c. Subsection E, Termination, numbered paragraph 1 is deleted in its entirety and the following is inserted:

1. This **Policy** shall terminate at the earliest of the following times:

a. the effective date of termination specified in a prior written notice by the **Named Insured** to the **Company**;

b. 15 days after receipt by the **Named Insured** of a written notice of termination from the **Company** for failure to pay a premium when due, unless the premium is paid within such 15 day period;

c. upon expiration of the **Policy Period** as set forth in Item 2 of the Declarations; or

d. at such other time as may be agreed upon by the **Company** and the **Named Insured**.

d. Subsection F, Territory and Valuation is amended by deleting numbered paragraph 1 and inserting the following:

1. Coverage under this **Policy** shall extend to **Wrongful Acts** occurring and **Claims** made anywhere in the world, where legally permissible.

e. The following new subsections are added:

- **Spouses**

  The spouses and legally recognized domestic partners of **Insureds** shall be considered **Insureds** under this **Policy**, but coverage is afforded only for a **Claim** arising solely out of their status as a spouse or domestic partner where the **Claim** seeks damages from marital community property, jointly held property or property transferred from a natural person **Insured** to such spouse or legally recognized domestic partner. No coverage is provided for any **Wrongful Act** actually or allegedly committed by such spouse or legally recognized domestic partner. All of the terms and conditions of this **Policy** including, without limitation, the Retention applicable to **Damages** and **Claims Expenses** incurred by **Insureds** shown in Item 4 of the Declarations shall also apply to **Damages** and **Claims Expenses** incurred by such spouses and legally recognized domestic partners.

- **Allocation**

  A. If **Damages**, in part, covered by this **Policy** and, in part, not covered by this **Policy**, are incurred on account of a single **Claim** for which the **Company** retains the duty to defend, the **Policy** will pay one hundred percent (100%) of reasonable and necessary **Claims Expenses** incurred in the defense of such **Claims**.

  B. **Damages** and **Claims Expenses** incurred by the **Insured** on account of any **Claim** for which the **Company** does not retain the duty to defend shall be allocated between covered and uncovered loss based on the relative legal and financial exposures of the parties and loss at issue.

5. Section VII, Material Changes In Conditions, subsection A, is amended by deleting the phrase “exceeds 10%” and inserting the phrase “exceeds 20%”.

All other terms and conditions of this **Policy** remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Two Trumpets Communications, LLC			PF489640417
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
MLB	MLBCAF145405322-006	10-05-2023 To 10-05-2024	10-05-2023
Issued By (Name of Insurance Company)			
ACE Fire Underwriters Insurance Company			

Amendatory Endorsement - California

IF THERE IS ANY CONFLICT BETWEEN THE **POLICY**, OTHER ENDORSEMENTS TO THE **POLICY** AND THIS ENDORSEMENT, THE TERMS PROVIDING THE BROADEST COVERAGE INSURABLE UNDER APPLICABLE LAW SHALL PREVAIL.

It is agreed that:

1. Section II of the **Policy** is amended at Definitions F. **Damages** by adding the following to the end of the second paragraph:

   ; provided further that, if such jurisdiction is the State of California, then **Damages** does not include punitive and exemplary damages and the multiplied portion of any multiple damage award.

2. Section VI of the **Policy** is amended at Condition E, Termination, by adding the following:

   - If this **Policy** has been in effect for more than 60 days, or is a renewal of a **Policy** the **Company** issued, the **Company** may terminate this **Policy** only for one or more of the following reasons:
     a. failure to pay a premium when due, including payment due on a prior policy the **Company** issued and due during the current **Policy Period** covering the same risks;
     b. a judgment by a court or an administrative tribunal that the **Named Insured** has violated any law of California or of the United States having as one of its necessary elements an act which materially increases any of the risks insured against;
     c. discovery of fraud or material misrepresentation by either of the following:
        1) the **Insured** or its representative in obtaining the insurance;
        2) the **Named Insured** or its representative in pursuing a **Claim** under the **Policy**;
     d. discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by the **Named Insured** or its representative, which materially increases any of the risks insured against;
     e. failure by the **Named Insured** or its representative to implement reasonable loss control requirements which were agreed to by the **Insured** as a condition of **Policy** issuance or which were conditions precedent to the use by the **Company** of a particular rate or rating plan, if the failure materially increases any of the risks insured against;
     f. a determination by the Insurance Commissioner that the loss of, or changes in, the **Company's** reinsurance covering all or part of the risk would threaten the financial integrity or solvency of the **Company**;
     g. a determination by the Insurance Commissioner that a continuation of the **Policy** coverage would place the **Company** in violation of the laws of California or the state of its domicile or that the continuation of coverage would threaten the solvency of the **Company**; or
     h. a change by the **Named Insured** or its representative in the activities or property of the commercial or industrial enterprise which results in a material added risk, a materially increased risk or a materially changed risk, unless the added, increased, or changed risk is included in the **Policy**.

- Notice of termination from the **Company** will state the effective date of termination and the reason(s) for termination, and will be mailed by certified mail to the **Named Insured**, and by first-class mail to the agent or broker of record, at the last mailing addresses known to the **Company**. Proof of mailing will be sufficient proof of notice.

3. The following Condition is added to Section VI of the **Policy**:

   - NONRENEWAL

     If the **Company** elects not to renew this **Policy**, it will mail written notice of nonrenewal by certified mail to the **Named Insured**, and by first-class mail to the agent or broker of record, at the last mailing addresses known to the **Company**. Notice of nonrenewal will state the reason(s) for nonrenewal and will be mailed at least 60 days, but not more than 120 days, before the end of the **Policy Period**. Proof of mailing will be sufficient proof of notice.

     The **Company** is not required to send notice of nonrenewal if:

     1. the transfer of, or renewal of, a **Policy** without a change in its terms or conditions or the rate on which the premium is based between the **Company** and another company which are members of the same insurance group;
     2. the **Policy** has been extended for 90 days or less and the notice required in the first paragraph above has been given prior to the extension;
     3. the **Named Insured** has obtained replacement or has agreed, in writing, within 60 days of the termination of the **Policy**, to obtain that coverage;
     4. the **Policy** is for a period of no more than 60 days and the **Insured** is notified at the time of issuance that it may not be renewed;
     5. the **Named Insured** requests a change in the terms or conditions or risks covered by the **Policy** within 60 days prior to the end of the **Policy Period**; or
     6. the **Company** has made a written offer to the **Insured**, within the time period specified in the first paragraph above, to renew the **Policy** under changed terms or conditions or at a changed premium rate, when the increase exceeds 25%.

All other terms and conditions of this **Policy** remain unchanged.

_____
Authorized Representative

Westchester
A Chubb Company

ACE Fire Underwriters Insurance Company

ACE Advantage®
Miscellaneous Professional Liability Policy

In consideration of the payment of the premium, in reliance upon the **Application**, and subject to the Declarations and the terms and conditions of this **Policy**, the **Insureds** and the **Company** agree as follows:

I. INSURING AGREEMENT AND DEFENSE

A. Insuring Agreement

The **Company** will pay on behalf of the **Insured** all sums in excess of the Retention that the **Insured** shall become legally obligated to pay as **Damages** and **Claims Expenses** because of a **Claim** first made against the **Insured** and reported to the **Company** during the **Policy Period** by reason of a **Wrongful Act** committed on or subsequent to the **Retroactive Date** and before the end of the **Policy Period**.

B. Defense

1. The **Company** shall have the right and duty to defend any covered **Claim** brought against the **Insured** even if the **Claim** is groundless, false or fraudulent. The **Insured** shall not admit or assume liability or settle or negotiate to settle any **Claim** or incur any **Claims Expenses** without the prior written consent of the **Company** and the **Company** shall have the right to appoint counsel and to make such investigation and defense of a **Claim** as it deems necessary.

2. The **Company's** duty to defend ends if the **Insured** refuses to consent to a settlement acceptable to the claimant/plaintiff and the **Company**. In such event, the **Company** shall tender a check to the **Insured** for the recommended settlement amount, and shall be relieved of any further duty or obligation, other than for covered **Claims Expenses** incurred until the date of such refusal. The **Insured** thereafter has the duty to defend at its own expense. This paragraph shall not apply to a settlement in which the total incurred **Damages** and **Claims Expenses** do not exceed the Retention.

3. The **Company** shall not be obligated to commence or continue to investigate, defend, pay or settle any **Claim** after the applicable Limit of Liability specified in Item 3 of the Declarations has been exhausted, or after the **Company** has deposited the remaining available Limit of Liability with a court of competent jurisdiction. In such case, the **Company** shall withdraw from investigation, defense, payment or settlement of such **Claim** and shall tender control of such **Claim** to the **Insured**.

4. If the **Insureds** attend hearings, depositions or trials at the request of the **Company**, the **Company** shall reimburse the **Insureds** for actual loss of earnings and reasonable and necessary expenses due to such attendance, up to $250.00 per day and a maximum amount of $5,000 for all **Claims** covered by this **Policy**. Such reimbursement payments by the **Company** to the **Insured** are not subject to the Retention and shall not reduce the Limits of Liability.

II. DEFINITIONS

A. **Application** means all applications, including any attachments thereto, and all other information and materials submitted by or on behalf of the **Insureds** to the **Company** in connection with the **Company** underwriting this **Policy** or any policy of which this **Policy** is a direct or indirect renewal or replacement or which it succeeds in time. All such applications, attachments, information, and materials are deemed attached to and incorporated into this **Policy**.

B. **Bodily Injury** means injury to the body, sickness, or disease, and death. **Bodily Injury** also means mental injury, mental anguish, mental tension, emotional distress, pain and suffering, or shock, whether or not resulting from injury to the body, sickness, disease or death of any person.

C. **Claim** means:
   1. a written demand against any **Insured** for monetary or non-monetary damages;
   2. a civil proceeding against any **Insured** for monetary damages, non-monetary damages or injunctive relief, commenced by the service of a complaint or similar pleading;
   3. an arbitration proceeding against any **Insured** for monetary damages, non-monetary damages or injunctive relief;
   4. a civil, administrative or regulatory investigation against any **Insured** commenced by the filing of a notice of charges, investigative order or similar document;
   5. a **Disciplinary Proceeding**;

   including any appeal therefrom.

D. **Claims Expenses** means:
   1. reasonable and necessary attorneys' fees, expert witness fees and other fees and costs incurred by the **Company**, or by the **Insured** with the **Company's** prior written consent, in the investigation and defense of covered **Claims**; and
   2. premiums for any appeal bond, attachment bond or similar bond, provided the **Company** shall have no obligation to apply for or furnish such bond.

   Claims Expenses shall not include wages, salaries, fees or costs of directors, officers or employees of the **Company** or the **Insured**.

E. **Company** means the insurance company providing this insurance.

F. **Damages** means any compensatory amount which the **Insured** becomes legally obligated to pay on account of a covered **Claim**, including judgments, any award of prejudgment and post-judgment interest on that part of any judgment paid under this **Policy**, awards and settlements. **Damages** shall not include:
   1. any amount for which the **Insured** is not financially liable or legally obligated to pay;
   2. taxes, fines or penalties;
   3. matters uninsurable under the law pursuant to which this **Policy** is construed;
   4. disgorgement of profits by an **Insured**; cost of an **Insured's** correction; fees, commissions, expense or costs paid to or charged by an **Insured**;
   5. the cost to comply with any injunctive or other non-monetary or declaratory relief, including specific performance, or any agreement to provide such relief; or
   6. any amount relating to a **Disciplinary Proceeding**, other than **Claims Expenses**.

   Damages includes punitive and exemplary damages and the multiplied portion of any multiple damage award, to the extent such damages are insurable under the internal laws of any jurisdiction which has a substantial relationship to the **Insured**, the **Company**, this **Policy** or such **Claim**.

G. **Disciplinary Proceeding** means any proceeding by a regulatory or disciplinary official, board or agency to investigate charges of professional misconduct by an **Insured** in the performance of **Professional Services**.

H. **Extended Reporting Period** means the period for the extension of coverage, if elected, described in Section IV, **Extended Reporting Period**.

I. **Insured** means:
   1. the **Named Insured**;
   2. any **Subsidiary**, but only with respect to **Wrongful Acts** which occur while it is a **Subsidiary**;
   3. any past or present principal, partner, officer, director, trustee or employee of the **Named Insured** or **Subsidiary** thereof (and if the **Named Insured** is a partnership, limited liability partnership or limited liability company, then any general or managing partner or principal thereof), but only with respect to **Professional Services** performed on behalf of the **Named Insured** or any **Subsidiary**;

4. the estate, heirs, executors, administrators or legal representatives of any **Insured** described in paragraph 3 above in the event of such **Insured's** death, incapacity, insolvency, or bankruptcy, but only to the extent that such **Insured** would otherwise be provided coverage under this **Policy**; and
5. independent contractors who are natural persons, but only with respect to **Professional Services** performed on behalf of the **Named Insured** or **Subsidiary** thereof.

J. **Interrelated Wrongful Acts** means all **Wrongful Acts** that have as a common nexus any fact, circumstance, situation, event, transaction, cause or series of related facts, circumstances, situations, events, transactions or causes.

K. **Named Insured** means the entity or person specified in Item 1 of the Declarations.

L. **Personal Injury Offense** means one or more of the following offenses:
1. false arrest, detention or imprisonment;
2. malicious prosecution;
3. defamation, including libel and slander, and disparagement;
4. publication or an utterance in violation of an individual's right to privacy; and
5. invasion of the right to private occupancy, including wrongful entry or eviction.

M. **Policy** means collectively, the Declarations, the **Application**, this policy form and any endorsements.

N. **Policy Period** means the period of time specified in Item 2 of the Declarations, subject to prior termination pursuant to Section VI.E, Termination of the Policy.

O. **Pollutants** means any substance exhibiting any hazardous characteristics as defined by, or identified on a list of hazardous substances issued by the United States Environmental Protection Agency or any federal, state, county or municipal or local counterpart thereof or any foreign equivalent. Such substances shall include, without limitation, solids, liquids, gaseous or thermal irritants, contaminants or smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste materials. **Pollutants** shall also mean any other air emission, odor, waste water, oil or oil products, infectious or medical waste, asbestos or asbestos products, silica, or noise.

P. **Professional Services** means only those services specified in Item 7 of the Declarations performed for others by an **Insured** or by any other person or entity for whom the **Insured** is legally liable.

Q. **Property Damage** means:
1. physical injury to, or loss or destruction of, tangible property, including the loss of use thereof; and
2. loss of use of tangible property which has not been physically injured, lost, damaged or destroyed.

R. **Retroactive Date** means the date specified in Item 6 of the Declarations.

S. **Subsidiary** means any entity, other than a joint venture, in which the **Named Insured:**

1. owns interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the board of directors if such entity is a corporation, the management committee members if such entity is a partnership, the members of the management board if such entity is a limited liability company; or

2. has the right, pursuant to written contract or the by-laws, charter, operating agreement or similar documents of the **Named Insured** or any **Subsidiary**, to elect, appoint or designate a majority of the board of directors if such entity is a corporation, the management committee members if such entity is a partnership, the members of the management board if such entity is a limited liability company,

on or before the inception date of the **Policy**, either directly or indirectly, in any combination, by one or more other **Subsidiaries**.

T. **Wrongful Act** means any actual or alleged negligent act, error, omission, misstatement, misleading statement or **Personal Injury Offense** committed by the **Insured** or by any other person or entity for whom the **Insured** is legally liable in the performance of or failure to perform **Professional Services**.

U. **Wrongful Employment Practices** means any actual or alleged:
1. wrongful dismissal or discharge or termination of employment, whether actual or constructive;
2. employment-related misrepresentation;
3. violation of any federal, state, or local laws (whether common or statutory) concerning employment or discrimination in employment;
4. sexual harassment or other unlawful workplace harassment;
5. wrongful deprivation of a career opportunity or failure to employ or promote;
6. wrongful discipline of employees;
7. retaliation against employees for the exercise of any legally protected right or for engaging in any legally protected activity;
8. negligent evaluation of employees;
9. failure to adopt adequate workplace or employment policies and procedures;
10. employment-related libel, slander, defamation, or invasion of privacy;
11. employment-related wrongful infliction of emotional distress;
12. any actual or alleged discrimination, sexual harassment, or violation of a natural person's civil rights relating to such discrimination or sexual harassment, whether direct, indirect, intentional or unintentional.

The foregoing definitions shall apply equally to the singular and plural forms of the respective words.

III. EXCLUSIONS

The **Company** shall not be liable for **Damages** or **Claims Expenses** on account of any **Claim**:

A. alleging, based upon, arising out of, or attributable to any dishonest, fraudulent, criminal or malicious act or omission, or any intentional or knowing violation of the law by an **Insured,** however, this exclusion shall not apply to **Claims Expenses** or the **Company's** duty to defend any such **Claim** unless and until there is an adverse admission by, finding of fact, or final adjudication against any **Insured** as to such conduct, at which time the **Insured** shall reimburse the **Company** for all **Claims Expenses** incurred;

B. alleging, based upon, arising out of, or attributable to any **Bodily Injury** or **Property Damage**;

C. alleging, based upon, arising out of, or attributable to any liability of others assumed by the **Insured** under any express, implied, actual or constructive contract or agreement, unless such liability would have attached to the **Insured** even in the absence of such contract or agreement;

D. alleging, based upon, arising out of, or attributable to **Professional Services** performed for any entity if at the time the **Professional Services** were performed:
1. any **Insured**, or any other natural person or entity for whom or which an **Insured** is legally liable, was a partner, director, officer or employee of such entity;
2. any **Insured**, or any other natural person or entity for whom or which an **Insured** is legally liable, owned, directly or indirectly, 10% or more of any such entity if it was a publicly held company, or 30% or more of any such entity if it was a privately held or not-for-profit company;

E. brought or maintained by, on behalf of, or in the right of any **Insured**;

F. alleging, based upon, arising out of or attributable to any **Wrongful Employment Practice**;

G. alleging, based upon, arising out of, or attributable to any discrimination on any basis, including, but not limited to, race, creed, color, religion, ethnic background, national origin, age, handicap, disability, gender, sexual orientation or pregnancy;

H. alleging, based upon, arising out of or attributable to any price fixing, restraint of trade, monopolization, unfair trade practices or other violation of the Federal Trade Commission Act, the Sherman Anti-Trust Act, the Clayton Act, or any other federal statutory provision involving antitrust, monopoly, price fixing, price discrimination, predatory pricing or restraint of trade activities, and any amendments thereto or any rules or regulations promulgated thereunder, or any similar provision of any federal, state, or local statutory law or common law anywhere in the world;

I. alleging, based upon, arising out or attributable to any violation of:
1. the Employee Retirement Income Security Act of 1974;
2. the Securities Act of 1933, the Securities Exchange Act of 1934;
3. the Racketeering Influenced and Corrupt Organizations Act of 1970;

and any rules or regulations promulgated thereunder, amendments thereof, or any similar federal, state or common law;

J. alleging, based upon, arising out of, or attributable to the gaining in fact of any profit or advantage to which the **Insured** is not legally entitled;

K. alleging, based upon, arising out of, or attributable to any **Wrongful Act** committed prior to the beginning of the **Policy Period**, if, on or before the earlier of the effective date of this **Policy** or the effective date of any **Policy** issued by the **Company** to which this **Policy** is a continuous renewal or replacement, the **Insured** knew or reasonably could have foreseen that such **Wrongful Act** would result in a **Claim**;

L. alleging, based upon, arising out of, or attributable to:
1. any **Wrongful Act**, fact, circumstance or situation which has been the subject of any written notice given under any other policy of which this **Policy** is a renewal or replacement or which it succeeds in time; or
2. any other **Wrongful Act** whenever occurring which, together with a **Wrongful Act** which has been the subject of such notice, would constitute **Interrelated Wrongful Acts**;

M. alleging, based upon, arising out of, or attributable to:
1. the actual, alleged or threatened discharge, dispersal, release, escape, seepage, migration or disposal of **Pollutants**; or
2. any direction or request that any **Insured** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**, or any voluntary decision to do so;

N. alleging, based upon, arising out of, or attributable to any validity, invalidity, infringement, violation or misappropriation of any patent, copyright, service mark, trademark, trade name, trade secret or any other intellectual property right;

IV. EXTENDED REPORTING PERIOD

If the **Company** terminates or does not renew this **Policy** (other than for failure to pay a premium when due), or if the **Named Insured** terminates or does not renew this **Policy** and does not obtain replacement coverage as of the effective date of such termination or nonrenewal, the **Named Insured** shall have the right, upon payment of the additional premium described below, to a continuation of the coverage granted by this **Policy** for at least one **Extended Reporting Period** as follows:

A. Automatic **Extended Reporting Period**

The **Named Insured** shall have continued coverage granted by this **Policy** for a period of 60 days following the effective date of such termination or nonrenewal, but only for **Claims** first made during such 60 days and arising from **Wrongful Acts** taking place prior to the effective date of

such termination or nonrenewal. This Automatic **Extended Reporting Period** shall immediately expire upon the purchase of replacement coverage by the **Named Insured**.

B. Optional **Extended Reporting Period**

1. The **Named Insured** shall have the right, upon payment of the additional premium set forth in Item 9 of the Declarations, to an Optional **Extended Reporting Period**, for the period set forth in Item 9 of the Declarations following the effective date of such termination or nonrenewal, but only for **Claims** first made during such Optional **Extended Reporting Period** and arising from **Wrongful Acts** taking place prior to the effective date of such termination or nonrenewal.

2. This right to continue coverage shall lapse unless written notice of such election is given by the **Named Insured** to the **Company**, and the **Company** receives payment of the additional premium, within 60 days following the effective date of termination or nonrenewal.

3. The 60 days of the Optional **Extended Reporting Period**, if it becomes effective, shall run concurrently with the Automatic **Extended Reporting Period**.

C. The **Company** shall give the **Named Insured** notice of the premium due for the Optional **Extended Reporting Period** as soon as practicable following the date the **Named Insured** gives such notice of such election, and such premium shall be paid by the **Named Insured** to the **Company** within 10 days following the date of such notice by the **Company** of the premium due. The Optional **Extended Reporting Period** is not cancelable and the entire premium for the Optional **Extended Reporting Period** shall be deemed fully earned and non-refundable upon payment.

D. The Automatic and Optional **Extended Reporting Periods** shall be part of and not in addition to the Limit of Liability for the immediately preceding **Policy Period**. The Automatic and Optional **Extended Reporting Periods** shall not increase or reinstate the Limit of Liability, which shall be the maximum liability of the **Company** for the **Policy Period** and the Automatic and Optional **Extended Reporting Period**, combined.

E. A change in **Policy** terms, conditions, exclusions and/or premiums shall not be considered a nonrenewal for purposes of triggering the rights to the Automatic or Optional **Extended Reporting Period**

V. LIMITS OF LIABILITY AND RETENTION

A. Limits

1. All **Claims** arising out of the same **Wrongful Act** and all **Interrelated Wrongful Acts** of the **Insureds** shall be deemed to be one **Claim**, and such **Claim** shall be deemed to be first made on the date the earliest of such **Claims** is first made, regardless of whether such date is before or during the **Policy Period.** All **Damages** and all **Claims Expenses** resulting from a single **Claim** shall be deemed a single **Damage** and **Claims Expense**.

2. The Each Claim Limit stated in Item 3 of the Declarations shall be the **Company's** maximum aggregate liability for the sum of all **Damages** and **Claims Expenses** because of each **Claim**, including each **Claim** alleging any **Interrelated Wrongful Acts**, first made and reported during the **Policy Period**.

3. The Aggregate Limit stated in Item 3 of the Declarations shall be the maximum aggregate liability of the **Company** for all **Damages** and **Claims Expenses** because of all **Claims**, including all **Claims** alleging any **Interrelated Wrongful Acts**, first made and reported during the **Policy Period**.

4. The **Disciplinary Proceeding Claims Expenses** Aggregate Limit stated in Item 3 of the Declarations shall be the maximum aggregate liability of the **Company** for **Claims Expenses** for **Disciplinary Proceedings** for each **Policy Period** regardless of the number of **Disciplinary Proceedings** or **Insureds**. This limit is in addition to and is not part of the Each **Claim** Limit or the Aggregate Limit otherwise stated in Item 3 of the Declarations.

5. **Claims Expenses** shall be part of and not in addition to the Aggregate Limit of Liability shown in Item 3 of the Declarations, and shall reduce such Aggregate Limit of Liability.

6. If the Limit of Liability is exhausted by payment of **Damages** or **Claims Expenses**, the obligations of the **Company** under this **Policy** shall be completely fulfilled and extinguished.

B. Retention

1. The liability of the **Company** shall apply only to that part of **Damages** and **Claims Expenses** which are excess of the Retention amount shown in Item 4 of the Declarations. Such Retention shall be borne uninsured by the **Insureds** and at their own risk. However, the Retention shall not apply to **Claims Expenses** in a **Disciplinary Proceeding**.

2. A single Retention amount shall apply to **Damages** and **Claims Expenses** arising from all **Claims** alleging **Interrelated Wrongful Acts**.

VI. CONDITIONS

A. Notice:

1. The **Insured** shall, as a condition precedent to their rights under this **Policy**, give to the **Company** written notice of any **Claim** as soon as practicable, but in no event later than 30 days after: (i) the end of the **Policy Period**, or (ii) with respect to **Claims** first made during any applicable Automatic or Optional **Extended Reporting Period**, the end of such Automatic or Optional **Extended Reporting Period**.

2. If, during the **Policy Period**, any **Insured** becomes aware of any specific **Wrongful Act** which may reasonably give rise to a future **Claim** covered under this **Policy**, and if the **Insureds** give written notice to the **Company** during the **Policy Period**, the Automatic **Extended Reporting Period**, or, if elected, the Optional **Extended Reporting Period** of:

   a. the identity of the potential claimants;

   b. a description of the anticipated **Wrongful Act** allegations;

   c. the identity of the **Insureds** allegedly involved;

   d. the circumstances by which the **Insureds** first became aware of the **Wrongful Act**;

   e. the consequences which have resulted or may result; and

   f. the potential monetary damages;

   then any **Claim** which arises out of such **Wrongful Act** shall be deemed to have been first made at the time such written notice was received by the **Company**. No coverage is provided for fees, expenses and other costs incurred prior to the time such **Wrongful Act** results in a **Claim**.

3. All notices under any provision of this **Policy** shall be in writing and given by prepaid express courier, certified mail or facsimile transmission properly addressed to the appropriate party. Notice to the **Insureds** may be given to the **Named Insured** at the address shown in Item 1 of the Declarations. Notice to the **Company** of any **Claim** or **Wrongful Act** shall be given to the **Company** at the address set forth in Item 8A of the Declarations. All other notices to the **Company** under this **Policy** shall be given to the **Company** at the address set forth in Item 8B of the Declarations. Notice given as described above shall be deemed to be received and effective upon actual receipt thereof by the addressee, or one day following the date such notice is sent, whichever is earlier.

B. Assistance and Cooperation

The **Insured** shall cooperate with the **Company**, and provide to the **Company** all information and assistance which the **Company** reasonably requests including without limitation attending hearings, depositions and trials and assisting in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and conducting the defense of any **Claim** covered by this **Policy**. The **Insured** shall immediately forward to the **Company** at the address indicated in Item 8A of the Declarations every demand, notice, summons, or other process or pleadings received by the **Insured** or its representatives. The **Insured** shall do nothing that may prejudice the **Company's** position.

C. Other Insurance

If any **Damages** or **Claims Expenses** covered under this **Policy** are covered under any other valid and collectible insurance, then this **Policy** shall cover such **Damages** or **Claims Expenses**, subject to its terms and conditions, only to the extent that the amount of such **Damages** or **Claims Expenses** are in excess of the amount of such other insurance, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written only as specific excess insurance over the Limits of Liability provided by this **Policy**.

D. Representations

1. The **Insureds** represent and acknowledge that the statements and information contained in the **Application** are true and accurate and:
   a. are the basis of this **Policy** and are to be considered as incorporated into and constituting a part of this **Policy**; and
   b. shall be deemed material to the acceptance of this risk or the hazard assumed by the **Company** under this **Policy**.

   It is understood and agreed that this **Policy** is issued in reliance upon the truth and accuracy of such representations.

2. In the event the **Application,** including materials submitted or required to be submitted therewith, contains any misrepresentation or omission made with the intent to deceive or which materially affects either the acceptance of the risk or hazard assumed by the **Company** under this **Policy**, this **Policy** shall be void ab initio.

E. Termination

1. This **Policy** shall terminate at the earliest of the following times:
   a. the effective date of termination specified in a prior written notice by the **Named Insured** to the **Company**;
   b. 60 days after receipt by the **Named Insured** of a written notice of termination from the **Company**;
   c. 10 days after receipt by the **Named Insured** of a written notice of termination from the **Company** for failure to pay a premium when due, unless the premium is paid within such 10 day period;
   d. upon expiration of the **Policy Period** as set forth in Item 2 of the Declarations; or
   e. at such other time as may be agreed upon by the **Company** and the **Named Insured**.

2. If the **Policy** is terminated by the **Named Insured**, the **Company** shall refund the unearned premium computed at the customary short rate. If the **Policy** is terminated by the **Company**, the **Company** shall refund the unearned premium computed *pro rata*. Payment or tender of any unearned premium by the **Company** shall not be a condition precedent to the effectiveness of such termination, but such payment shall be made as soon as practicable.

F. Territory And Valuation

1. Coverage under this **Policy** shall extend to **Wrongful Acts** taking place anywhere in the world, provided that the **Claim** is made within the jurisdiction, and subject to the substantive laws of the United States of America, Canada, or their territories or possessions.

2. All premiums, limits, retentions, **Damages** and other amounts under this **Policy** are expressed and payable in the currency of the United States of America. If judgment is rendered, settlement is denominated, or another element of **Damages** under this **Policy** is stated in a currency other than United States of America dollars, payment under this **Policy** shall be made in United States dollars at the applicable rate of exchange as published in *The Wall Street Journal* as of the date the final judgment is reached, the amount of the settlement is agreed upon, or the other element of **Damages** is due, respectively or if not published on such date, the next date of publication of *The Wall Street Journal*.

G. Subrogation

In the event of any payment under this **Policy**, the **Company** shall be subrogated to the extent of such payment to all the rights of recovery of the **Insureds**. The **Insureds** shall execute all papers required and shall do everything necessary to secure and preserve such rights, including the execution of such documents necessary to enable the **Company** effectively to bring suit or otherwise pursue subrogation rights in the name of the **Insureds**.

H. Action Against the **Company** and Bankruptcy

No action shall lie against the **Company**. No person or organization shall have any right under this **Policy** to join the **Company** as a party to any action against any **Insured** to determine the liability of the **Insured** nor shall the **Company** be impleaded by any **Insured** or its legal representatives. Bankruptcy or insolvency of any **Insured** or of the estate of any **Insured** shall not relieve the **Company** of its obligations nor deprive the **Company** of its rights or defenses under this **Policy**.

I. Authorization

By acceptance of this **Policy**, the **Named Insured** agrees to act on behalf of all **Insureds** with respect to the giving of notice of **Claim**, the giving or receiving of notice of termination or non renewal, the payment of premiums, the receiving of any premiums that may become due under this **Policy**, the agreement to and acceptance of endorsements, consenting to any settlement, exercising the right to the **Extended Reporting Period**, and the giving or receiving of any other notice provided for in this **Policy**, and all **Insureds** agree that the **Named Insured** shall so act on their behalf.

J. Alteration, Assignment and Headings

1. Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this **Policy** nor prevent the **Company** from asserting any right under the terms of this **Policy**.

2. No change in, modification of, or assignment of interest under this **Policy** shall be effective except when made by a written endorsement to this **Policy** which is signed by an authorized representative of the **Company**.

3. The titles and headings to the various parts, sections, subsections and endorsements of the **Policy** are included solely for ease of reference and do not in any way limit, expand or otherwise affect the provisions of such parts, sections, subsections or endorsements.

K. Interpretation

The terms and conditions of this **Policy** shall be interpreted and construed in an evenhanded fashion as between the parties. If the language of this **Policy** is deemed to be ambiguous or otherwise unclear, the issue shall be resolved in the manner most consistent with the relevant terms and conditions of this **Policy,** without regard to the authorship of the language, without any presumption or arbitrary interpretation or construction in favor of either any **Insured** or the **Company** and without reference to the reasonable expectations of either the **Insured** or the **Company.**

VII. MATERIAL CHANGES IN CONDITIONS

A. Acquisition or Creation of Another Organization

If, during the **Policy Period**, the **Named Insured**:

1. acquires voting securities in another organization or creates another organization, which as a result of such acquisition or creation becomes a **Subsidiary**; or
2. acquires any organization by merger into or consolidation with the **Named Insured**;

then, subject to the terms and conditions of this **Policy**, such organization shall be covered under this **Policy** but only with respect to **Claims** for **Wrongful Acts** taking place after such acquisition or creation, unless the **Company** agrees to provide coverage by endorsement for **Wrongful Acts** taking place prior to such acquisition or creation.

If the total revenue of such acquired organization, as reflected in the then most recent consolidated financial statements of the organization, exceeds 10% of the total revenue of the **Named Insured** and the **Subsidiaries** as reflected in the then most recent consolidated financial statements of the **Named Insured**, the **Named Insured**, as a condition precedent to coverage with respect to such **Insureds**, shall, no later than 60 days after the effective date of such acquisition or creation:

a. give written notice of such acquisition or creation to the **Company**;
b. pay any additional premium required by the **Company**; and
c. agree to any additional terms and conditions of this **Policy** as required by the **Company**.

B. Acquisition of the **Named Insured**

If, during the **Policy Period**, any of the following events occurs:

1. the acquisition of the **Named Insured**, or of all or substantially all of its assets, by another entity, or the merger or consolidation of the **Named Insured** into or with another entity such that the **Named Insured** is not the surviving entity; or
2. the obtaining by any person, entity or affiliated group of persons or entities of the right to elect, appoint or designate at least 50% of i) the directors of the **Named Insured** if a Corporation; ii) the management committee members of the **Named Insured** if a partnership; iii) the management board of the **Named Insured** if a limited liability company;

then coverage under this **Policy** will continue in full force and effect until termination of this **Policy**, but only with respect to **Claims** for **Wrongful Acts** taking place before such event. Coverage under this **Policy** will cease as of the effective date of such event with respect to **Claims** for **Wrongful Acts** taking place after such event.

C. Termination of a **Subsidiary**

If before or during the **Policy Period** an organization ceases to be a **Subsidiary**, coverage with respect to the **Subsidiary** and its **Insureds** shall continue until termination of this **Policy**. Such coverage continuation shall apply only with respect to **Claims** for **Wrongful Acts** taking place prior to the date such organization ceased to be a **Subsidiary**.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured Two Trumpets Communications, LLC			Endorsement Number PF23296a0708
Policy Symbol MLB	Policy Number MLBCAF145405322-006	Policy Period 10-05-2023 to 10-05-2024	Effective Date of Endorsement 10-05-2023
Issued By (Name of Insurance Company) ACE Fire Underwriters Insurance Company			

Contingent Bodily Injury, Property Damage ("For" Preamble) with Sub-limit of Liability

It is agreed that:

1. Section III, Exclusions, is amended as follows:

   a. Subsection B, is amended by deleting the phrase: "alleging, based upon, arising out of, or attributable to" and inserting the word "for".

   b. The following exclusions are added, but solely with respect to coverage afforded by this endorsement:

   - alleging, based upon, arising out of, or attributable to the ownership, maintenance, operation, use, or loading of any motor vehicle, aircraft or watercraft owned or operated by or loaned to any **Insured**;
   - for which the **Insured** or any carrier as his, her or its insurer may be held liable under any workers' compensation, unemployed compensation or disability benefits law, or similar law;
   - to indemnify or contribute with another employer for **Bodily Injury** to any employee of the **Insured** arising out of his or her employment by the **Insured**.

2. Section VI, Conditions, is amended by adding the following to subsection C, Other Insurance:

   - It is a condition precedent to any coverage afforded by this endorsement that the **Named Insured** maintain in full force and effect during the **Policy Period** Comprehensive General Liability insurance, including Products/Completed Operations and Premises/Operations coverage, covering **Bodily Injury** and **Property Damage** in the amount of $1,000,000 aggregate and applying to the **Named Insured's** operations.

3. Section V, Limits of Liability And Retention, is amended by adding the following:

   Solely with respect to that portion of any **Claim** attributable to **Bodily Injury** or **Property Damage** which is not excluded under Exclusion B (as amended herein) and is otherwise covered under the **Policy**, the maximum Limit of Liability for all such **Claims** in the aggregate shall be $50,000 aggregate. This limit is a sublimit which shall be part of and not in addition to the otherwise applicable aggregate Limit of Liability stated in Item 3 of the Declarations, and will in no way serve to increase the **Insurer's** maximum liability under the **Policy**.

All other terms and conditions of this **Policy** remain unchanged.

_____
Authorized Representative

Westchester
A Chubb Company

Chubb Producer Compensation
Practices & Policies

Westchester believes that policyholders should have access to information about Westchester's practices and policies related to the payment of compensation to brokers and independent agents. You can obtain that information by accessing our website at http://www.chubbproducercompensation.com or by calling the following toll-free telephone number: 1-866-512-2862.

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – http//www.treas.gov/ofac.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

© ISO Properties, Inc., 2004

TRADE OR ECONOMIC SANCTIONS ENDORSEMENT

Named Insured			Endorsement Number
Two Trumpets Communications, LLC			PF464220715
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
MLB	MLBCAF145405322 -006	10-05-2023 To 10-05-2024	10-05-2023
Issued By (Name of Insurance Company)			
ACE Fire Underwriters Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This insurance does not apply to the extent that trade or economic sanctions or similar laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims. All other terms and conditions of policy remain unchanged.

Authorized Agent

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Two Trumpets Communications, LLC			PF190611005
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
MLB	MLBCAF145405322-006	10-05-2023 to 10-05-2024	10-05-2023
Issued By (Name of Insurance Company)			
ACE Fire Underwriters Insurance Company			

Spousal Coverage Extension

It is agreed that Section VI, Conditions, is amended by adding the following subsection:

- **Spouses**

  The spouses and legally recognized domestic partners of **Insureds** shall be considered **Insureds** under this **Policy**, but coverage is afforded only for a **Claim** arising solely out of their status as a spouse or domestic partner where the **Claim** seeks damages from marital community property, jointly held property or property transferred from a natural person **Insured** to such spouse or legally recognized domestic partner. No coverage is provided for any **Wrongful Act** actually or allegedly committed by such spouse or legally recognized domestic partner. All of the terms and conditions of this **Policy** including, without limitation, the Retention applicable to **Damages** and **Claims Expenses** incurred by **Insureds** shown in Item 4 of the Declarations shall also apply to **Damages** and **Claims Expenses** incurred by such spouses and legally recognized domestic partners.

All other terms and conditions of this Policy remain unchanged.

_____
Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Two Trumpets Communications, LLC			PF192361205
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
MLB	MLBCAF145405322-006	10-05-2023 to 10-05-2024	10-05-2023
Issued By (Name of Insurance Company)			
ACE Fire Underwriters Insurance Company			

Insured Definition Amended-Leased, Part Time, Seasonal Employees

It is agreed that Section II, Definitions, Subsection I, the definition of **Insured** is amended by adding the following:

> **Insured** also means any leased, part time, or seasonal employees who are natural persons, but only with respect to **Professional Services** performed on behalf of the **Named Insured** or a **Subsidiary** thereof;

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Two Trumpets Communications, LLC			PF198060206
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
MLB	MLBCAF145405322-006	10-05-2023 to 10-05-2024	10-05-2023
Issued By (Name of Insurance Company)			
ACE Fire Underwriters Insurance Company			

Additional Insured (Automatic Pursuant to Contract)

It is agreed that:

1. Section II, Definitions, subsection I, the definition of **Insured**, is amended by adding the following:

   Insured also means any client or customer of the **Named Insured**, but only if a written contract entered into by the **Named Insured** specifically requires that such client or customer be added as an additional **Insured** for professional liability or errors and omissions insurance, and only for **Claims** (i) first made on or after the effective date of this endorsement and (ii) for vicarious or imputed liability of such client or customer which results from **Wrongful Acts** committed solely by the **Named Insured**.

   The **Policy** will not provide coverage for any **Wrongful Act** committed by such client or customer referenced above which is added to this **Policy** as an additional **Insured**.

2. Section III, Exclusions, is amended by deleting exclusion E, but solely with respect to **Claims** asserted by such client or customer referenced above for **Wrongful Acts** actually or allegedly committed by an **Insured** in the performance of or failure to perform **Professional Services**.

All other terms and conditions of this **Policy** remain unchanged.

_____
Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Two Trumpets Communications, LLC			PF389810113
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
MLB	MLBCAF1454053 22-006	10-05-2023 to 10-05-2024	10-05-2023
Issued By (Name of Insurance Company)			
ACE Fire Underwriters Insurance Company			

False Claims Act Exclusion

It is agreed that Exclusions section of the **Policy** is amended by adding the following additional exclusion:

- alleging, based upon, arising out of, or attributable to, or directly or indirectly resulting from the False Claims Act (31 U.S.C. §§ 3729-3733), or any similar provision of any federal, state, local or foreign law, or any amendments thereto;

All other terms and conditions of this **Policy** remain unchanged.

_____
Authorized Representative

BUSINESSOWNERS COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Form, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

In Section **II** – Liability, the word "insured" means any person or organization qualifying as such under Paragraph **C.** Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Paragraph **H.** Property Definitions in Section **I** – Property and Paragraph **F.** Liability And Medical Expenses Definitions in Section **II** – Liability.

SECTION I – PROPERTY

A. Coverage

We will pay for direct physical loss of or damage to Covered Property at the premises described in the Declarations caused by or resulting from any Covered Cause of Loss.

1. Covered Property

Covered Property includes Buildings as described under Paragraph **a.** below, Business Personal Property as described under Paragraph **b.** below, or both, depending on whether a Limit Of Insurance is shown in the Declarations for that type of property. Regardless of whether coverage is shown in the Declarations for Buildings, Business Personal Property, or both, there is no coverage for property described under Paragraph **2.** Property Not Covered.

a. Buildings, meaning the buildings and structures at the premises described in the Declarations, including:

(1) Completed additions;

(2) Fixtures, including outdoor fixtures;

(3) Permanently installed:

(a) Machinery; and

(b) Equipment;

(4) Your personal property in apartments, rooms or common areas furnished by you as landlord;

(5) Personal property owned by you that is used to maintain or service the buildings or structures or the premises, including:

(a) Fire extinguishing equipment;

(b) Outdoor furniture;

(c) Floor coverings; and

(d) Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering;

(6) If not covered by other insurance:

(a) Additions under construction, alterations and repairs to the buildings or structures;

(b) Materials, equipment, supplies and temporary structures, on or within 100 feet of the described premises, used for making additions, alterations or repairs to the buildings or structures.

b. Business Personal Property located in or on the buildings or structures at the described premises or in the open (or in a vehicle) within 100 feet of the buildings or structures or within 100 feet of the premises described in the Declarations, whichever distance is greater, including:

(1) Property you own that is used in your business;

(2) Property of others that is in your care, custody or control, except as otherwise provided in Loss Payment Property Loss Condition Paragraph **E.5.d.(3)(b);**

(3) Tenant's improvements and betterments. Improvements and betterments are fixtures, alterations, installations or additions:

(a) Made a part of the building or structure you occupy but do not own; and

(b) You acquired or made at your expense but cannot legally remove;

(4) Leased personal property which you have a contractual responsibility to insure, unless otherwise provided for under Paragraph **1.b.(2);** and

 © Insurance Services Office, Inc., 2012

(5) Exterior building glass, if you are a tenant and no Limit Of Insurance is shown in the Declarations for Building property. The glass must be owned by you or in your care, custody or control.

2. Property Not Covered

Covered Property does not include:

a. Aircraft, automobiles, motortrucks and other vehicles subject to motor vehicle registration;

b. "Money" or "securities" except as provided in the:

(1) Money And Securities Optional Coverage; or

(2) Employee Dishonesty Optional Coverage;

c. Contraband, or property in the course of illegal transportation or trade;

d. Land (including land on which the property is located), water, growing crops or lawns (other than lawns which are part of a vegetated roof);

e. Outdoor fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers, signs (other than signs attached to buildings), trees, shrubs or plants (other than trees, shrubs or plants which are part of a vegetated roof), all except as provided in the:

(1) Outdoor Property Coverage Extension; or

(2) Outdoor Signs Optional Coverage;

f. Watercraft (including motors, equipment and accessories) while afloat;

g. Accounts, bills, food stamps, other evidences of debt, accounts receivable or "valuable papers and records"; except as otherwise provided in this policy;

h. "Computer(s)" which are permanently installed or designed to be permanently installed in any aircraft, watercraft, motortruck or other vehicle subject to motor vehicle registration. This paragraph does not apply to "computer(s)" while held as "stock";

i. "Electronic data", except as provided under Additional Coverages – Electronic Data. This Paragraph **i.** does not apply to your "stock" of prepackaged software or to "electronic data" which is integrated in and operates or controls the building's elevator, lighting, heating, ventilation, air conditioning or security system; or

j. Animals, unless owned by others and boarded by you, or if owned by you, only as "stock" while inside of buildings.

3. Covered Causes Of Loss

Direct physical loss unless the loss is excluded or limited under Section **I** – Property.

4. Limitations

a. We will not pay for loss of or damage to:

(1) Steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment. But we will pay for loss of or damage to such equipment caused by or resulting from an explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.

(2) Hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment, other than an explosion.

(3) Property that is missing, where the only evidence of the loss or damage is a shortage disclosed on taking inventory, or other instances where there is no physical evidence to show what happened to the property. This limitation does not apply to the Optional Coverage for Money and Securities.

(4) Property that has been transferred to a person or to a place outside the described premises on the basis of unauthorized instructions.

(5) The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet, ice, sand or dust, whether driven by wind or not, unless:

(a) The building or structure first sustains damage by a Covered Cause of Loss to its roof or walls through which the rain, snow, sleet, ice, sand or dust enters; or

 © Insurance Services Office, Inc., 2012

(b) The loss or damage is caused by or results from thawing of snow, sleet or ice on the building or structure.

(6) Lawns, trees, shrubs or plants which are part of a vegetated roof, caused by or resulting from:

(a) Dampness or dryness of atmosphere or of soil supporting the vegetation;

(b) Changes in or extremes of temperature;

(c) Disease;

(d) Frost or hail; or

(e) Rain, snow, ice or sleet.

b. We will not pay for loss of or damage to the following types of property unless caused by the "specified causes of loss" or building glass breakage:

(1) Animals, and then only if they are killed or their destruction is made necessary.

(2) Fragile articles such as glassware, statuary, marble, chinaware and porcelain, if broken. This restriction does not apply to:

(a) Glass that is part of the exterior or interior of a building or structure;

(b) Containers of property held for sale; or

(c) Photographic or scientific instrument lenses.

c. For loss or damage by theft, the following types of property are covered only up to the limits shown (unless a higher Limit Of Insurance is shown in the Declarations):

(1) $2,500 for furs, fur garments and garments trimmed with fur.

(2) $2,500 for jewelry, watches, watch movements, jewels, pearls, precious and semiprecious stones, bullion, gold, silver, platinum and other precious alloys or metals. This limit does not apply to jewelry and watches worth $100 or less per item.

(3) $2,500 for patterns, dies, molds and forms.

5. Additional Coverages

a. Debris Removal

(1) Subject to Paragraphs **(2), (3)** and **(4),** we will pay your expense to remove debris of Covered Property and other debris that is on the described premises, when such debris is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage.

(2) Debris Removal does not apply to costs to:

(a) Remove debris of property of yours that is not insured under this policy, or property in your possession that is not Covered Property;

(b) Remove debris of property owned by or leased to the landlord of the building where your described premises are located, unless you have a contractual responsibility to insure such property and it is insured under this policy;

(c) Remove any property that is Property Not Covered, including property addressed under the Outdoor Property Coverage Extension;

(d) Remove property of others of a type that would not be Covered Property under this policy;

(e) Remove deposits of mud or earth from the grounds of the described premises;

(f) Extract "pollutants" from land or water; or

(g) Remove, restore or replace polluted land or water.

(3) Subject to the exceptions in Paragraph **(4),** the following provisions apply:

(a) The most that we will pay for the total of direct physical loss or damage plus debris removal expense is the Limit of Insurance applicable to the Covered Property that has sustained loss or damage.

(b) Subject to Paragraph **(3)(a)** above, the amount we will pay for debris removal expense is limited to 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage. However, if no Covered Property has sustained direct physical loss or damage, the most we will pay for removal of debris of other property (if such removal is covered under this Additional Coverage) is $5,000 at each location.

(4) We will pay up to an additional $25,000 for debris removal expense, for each location, in any one occurrence of physical loss or damage to Covered Property, if one or both of the following circumstances apply:

(a) The total of the actual debris removal expense plus the amount we pay for direct physical loss or damage exceeds the Limit of Insurance on the Covered Property that has sustained loss or damage.

(b) The actual debris removal expense exceeds 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.

Therefore, if Paragraphs **(4)(a)** and/or **(4)(b)** apply, our total payment for direct physical loss or damage and debris removal expense may reach but will never exceed the Limit of Insurance on the Covered Property that has sustained loss or damage, plus $25,000.

(5) Examples

Example 1

Limit of Insurance	$ 90,000
Amount of Deductible	$ 500
Amount of Loss	$ 50,000
Amount of Loss Payable	$ 49,500
	($50,000 – $500)
Debris Removal Expense	$ 10,000
Debris Removal Expense Payable	$ 10,000
($10,000 is 20% of $50,000)	

The debris removal expense is less than 25% of the sum of the loss payable plus the deductible. The sum of the loss payable and the debris removal expense ($49,500 + $10,000 = $59,500) is less than the Limit of Insurance. Therefore, the full amount of debris removal expense is payable in accordance with the terms of Paragraph **(3).**

Example 2

Limit of Insurance	$ 90,000
Amount of Deductible	$ 500
Amount of Loss	$ 80,000
Amount of Loss Payable	$ 79,500
	($80,000 – $500)
Debris Removal Expense	$ 40,000
Debris Removal Expense Payable	
Basic Amount	$ 10,500
Additional Amount	$ 25,000

The basic amount payable for debris removal expense under the terms of Paragraph **(3)** is calculated as follows: $80,000 ($79,500 + $500) x .25 = $20,000; capped at $10,500. The cap applies because the sum of the loss payable ($79,500) and the basic amount payable for debris removal expense ($10,500) cannot exceed the Limit of Insurance ($90,000).

The additional amount payable for debris removal expense is provided in accordance with the terms of Paragraph **(4),** because the debris removal expense ($40,000) exceeds 25% of the loss payable plus the deductible ($40,000 is 50% of $80,000), and because the sum of the loss payable and debris removal expense ($79,500 + $40,000 = $119,500) would exceed the Limit of Insurance ($90,000). The additional amount of covered debris removal expense is $25,000, the maximum payable under Paragraph **(4).** Thus, the total payable for debris removal expense in this example is $35,500; $4,500 of the debris removal expense is not covered.

 © Insurance Services Office, Inc., 2012

b. Preservation Of Property

If it is necessary to move Covered Property from the described premises to preserve it from loss or damage by a Covered Cause of Loss, we will pay for any direct physical loss of or damage to that property:

(1) While it is being moved or while temporarily stored at another location; and

(2) Only if the loss or damage occurs within 30 days after the property is first moved.

c. Fire Department Service Charge

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to $2,500 for service at each premises described in the Declarations, unless a different limit is shown in the Declarations. Such limit is the most we will pay regardless of the number of responding fire departments or fire units, and regardless of the number or type of services performed.

This Additional Coverage applies to your liability for fire department service charges:

(1) Assumed by contract or agreement prior to loss; or

(2) Required by local ordinance.

d. Collapse

The coverage provided under this Additional Coverage – Collapse applies only to an abrupt collapse as described and limited in Paragraphs **d.(1)** through **d.(7).**

(1) For the purpose of this Additional Coverage – Collapse, abrupt collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.

(2) We will pay for direct physical loss or damage to Covered Property, caused by abrupt collapse of a building or any part of a building that is insured under this policy or that contains Covered Property insured under this policy, if such collapse is caused by one or more of the following:

(a) Building decay that is hidden from view, unless the presence of such decay is known to an insured prior to collapse;

(b) Insect or vermin damage that is hidden from view, unless the presence of such damage is known to an insured prior to collapse;

(c) Use of defective material or methods in construction, remodeling or renovation if the abrupt collapse occurs during the course of the construction, remodeling or renovation.

(d) Use of defective material or methods in construction, remodeling or renovation if the abrupt collapse occurs after the construction, remodeling or renovation is complete, but only if the collapse is caused in part by:

(i) A cause of loss listed in Paragraph **(2)(a)** or **(2)(b);**

(ii) One or more of the "specified causes of loss";

(iii) Breakage of building glass;

(iv) Weight of people or personal property; or

(v) Weight of rain that collects on a roof.

(3) This Additional Coverage – Collapse does **not** apply to:

(a) A building or any part of a building that is in danger of falling down or caving in;

(b) A part of a building that is standing, even if it has separated from another part of the building; or

(c) A building that is standing or any part of a building that is standing, even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

(4) With respect to the following property:

(a) Awnings;

(b) Gutters and downspouts;

(c) Yard fixtures;

(d) Outdoor swimming pools;

(e) Piers, wharves and docks;

(f) Beach or diving platforms or appurtenances;

(g) Retaining walls; and

(h) Walks, roadways and other paved surfaces;

if an abrupt collapse is caused by a cause of loss listed in Paragraphs **(2)(a)** through **(2)(d),** we will pay for loss or damage to that property only if such loss or damage is a direct result of the abrupt collapse of a building insured under this policy and the property is Covered Property under this policy.

(5) If personal property abruptly falls down or caves in and such collapse is **not** the result of abrupt collapse of a building, we will pay for loss or damage to Covered Property caused by such collapse of personal property only if:

(a) The collapse of personal property was caused by a cause of loss listed in Paragraphs **(2)(a)** through **(2)(d)** of this Additional Coverage;

(b) The personal property which collapses is inside a building; and

(c) The property which collapses is not of a kind listed in Paragraph **(4),** regardless of whether that kind of property is considered to be personal property or real property.

The coverage stated in this Paragraph **(5)** does not apply to personal property if marring and/or scratching is the only damage to that personal property caused by the collapse.

(6) This Additional Coverage – Collapse does not apply to personal property that has not abruptly fallen down or caved in, even if the personal property shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

(7) This Additional Coverage – Collapse will not increase the Limits of Insurance provided in this policy.

(8) The term Covered Cause of Loss includes the Additional Coverage – Collapse as described and limited in Paragraphs **d.(1)** through **d.(7).**

e. Water Damage, Other Liquids, Powder Or Molten Material Damage

If loss or damage caused by or resulting from covered water or other liquid, powder or molten material occurs, we will also pay the cost to tear out and replace any part of the building or structure to repair damage to the system or appliance from which the water or other substance escapes.

We will not pay the cost to repair any defect that caused the loss or damage, but we will pay the cost to repair or replace damaged parts of fire extinguishing equipment if the damage:

(1) Results in discharge of any substance from an automatic fire protection system; or

(2) Is directly caused by freezing.

f. Business Income

(1) Business Income

(a) We will pay for the actual loss of Business Income you sustain due to the necessary suspension of your "operations" during the "period of restoration". The suspension must be caused by direct physical loss of or damage to property at the described premises. The loss or damage must be caused by or result from a Covered Cause of Loss. With respect to loss of or damage to personal property in the open or personal property in a vehicle, the described premises include the area within 100 feet of such premises.

With respect to the requirements set forth in the preceding paragraph, if you occupy only part of a building, your premises mean:

(i) The portion of the building which you rent, lease or occupy;

(ii) The area within 100 feet of the building or within 100 feet of the premises described in the Declarations, whichever distance is greater (with respect to loss of or damage to personal property in the open or personal property in a vehicle); and

(iii) Any area within the building or at the described premises, if that area services, or is used to gain access to, the portion of the building which you rent, lease or occupy.

 © Insurance Services Office, Inc., 2012

(b) We will only pay for loss of Business Income that you sustain during the "period of restoration" and that occurs within 12 consecutive months after the date of direct physical loss or damage. We will only pay for ordinary payroll expenses for 60 days following the date of direct physical loss or damage, unless a greater number of days is shown in the Declarations.

(c) Business Income means the:

(i) Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred if no physical loss or damage had occurred, but not including any Net Income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the Covered Cause of Loss on customers or on other businesses; and

(ii) Continuing normal operating expenses incurred, including payroll.

(d) Ordinary payroll expenses:

(i) Means payroll expenses for all your employees except:

i. Officers;

ii. Executives;

iii. Department Managers;

iv. Employees under contract; and

v. Additional Exemptions shown in the Declarations as:

- Job Classifications; or
- Employees.

(ii) Include:

i. Payroll;

ii. Employee benefits, if directly related to payroll;

iii. FICA payments you pay;

iv. Union dues you pay; and

v. Workers' compensation premiums.

(2) Extended Business Income

(a) If the necessary suspension of your "operations" produces a Business Income loss payable under this policy, we will pay for the actual loss of Business Income you incur during the period that:

(i) Begins on the date property except finished stock is actually repaired, rebuilt or replaced and "operations" are resumed; and

(ii) Ends on the earlier of:

i. The date you could restore your "operations", with reasonable speed, to the level which would generate the Business Income amount that would have existed if no direct physical loss or damage had occurred; or

ii. 60 consecutive days after the date determined in Paragraph **(a)(i)** above, unless a greater number of consecutive days is shown in the Declarations.

However, Extended Business Income does not apply to loss of Business Income incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause of Loss in the area where the described premises are located.

(b) Loss of Business Income must be caused by direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss.

(3) With respect to the coverage provided in this Additional Coverage, suspension means:

(a) The partial slowdown or complete cessation of your business activities; or

(b) That a part or all of the described premises is rendered untenantable, if coverage for Business Income applies.

(4) This Additional Coverage is not subject to the Limits of Insurance of Section **I** – Property.

g. Extra Expense

(1) We will pay necessary Extra Expense you incur during the "period of restoration" that you would not have incurred if there had been no direct physical loss or damage to property at the described premises. The loss or damage must be caused by or result from a Covered Cause of Loss. With respect to loss of or damage to personal property in the open or personal property in a vehicle, the described premises include the area within 100 feet of such premises.

With respect to the requirements set forth in the preceding paragraph, if you occupy only part of a building, your premises mean:

(a) The portion of the building which you rent, lease or occupy;

(b) The area within 100 feet of the building or within 100 feet of the premises described in the Declarations, whichever distance is greater (with respect to loss of or damage to personal property in the open or personal property in a vehicle); and

(c) Any area within the building or at the described premises, if that area services, or is used to gain access to, the portion of the building which you rent, lease or occupy.

(2) Extra Expense means expense incurred:

(a) To avoid or minimize the suspension of business and to continue "operations":

(i) At the described premises; or

(ii) At replacement premises or at temporary locations, including relocation expenses, and costs to equip and operate the replacement or temporary locations.

(b) To minimize the suspension of business if you cannot continue "operations".

(c) To:

(i) Repair or replace any property; or

(ii) Research, replace or restore the lost information on damaged "valuable papers and records";

to the extent it reduces the amount of loss that otherwise would have been payable under this Additional Coverage or Additional Coverage **f.** Business Income.

(3) With respect to the coverage provided in this Additional Coverage, suspension means:

(a) The partial slowdown or complete cessation of your business activities; or

(b) That a part or all of the described premises is rendered untenantable, if coverage for Business Income applies.

(4) We will only pay for Extra Expense that occurs within 12 consecutive months after the date of direct physical loss or damage. This Additional Coverage is not subject to the Limits of Insurance of Section **I** – Property.

h. Pollutant Clean-up And Removal

We will pay your expense to extract "pollutants" from land or water at the described premises if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the Covered Cause of Loss occurs.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from the land or water.

The most we will pay for each location under this Additional Coverage is $10,000 for the sum of all such expenses arising out of Covered Causes of Loss occurring during each separate 12-month period of this policy.

 © Insurance Services Office, Inc., 2012

i. Civil Authority

When a Covered Cause of Loss causes damage to property other than property at the described premises, we will pay for the actual loss of Business Income you sustain and necessary Extra Expense caused by action of civil authority that prohibits access to the described premises, provided that both of the following apply:

(1) Access to the area immediately surrounding the damaged property is prohibited by civil authority as a result of the damage, and the described premises are within that area but are not more than one mile from the damaged property; and

(2) The action of civil authority is taken in response to dangerous physical conditions resulting from the damage or continuation of the Covered Cause of Loss that caused the damage, or the action is taken to enable a civil authority to have unimpeded access to the damaged property.

Civil Authority Coverage for Business Income will begin 72 hours after the time of the first action of civil authority that prohibits access to the described premises and will apply for a period of up to four consecutive weeks from the date on which such coverage began.

Civil Authority Coverage for necessary Extra Expense will begin immediately after the time of the first action of civil authority that prohibits access to the described premises and will end:

(1) Four consecutive weeks after the date of that action; or

(2) When your Civil Authority Coverage for Business Income ends;

whichever is later.

The definitions of Business Income and Extra Expense contained in the Business Income and Extra Expense Additional Coverages also apply to this Civil Authority Additional Coverage. The Civil Authority Additional Coverage is not subject to the Limits of Insurance of Section **I** – Property.

j. Money Orders And "Counterfeit Money"

We will pay for loss resulting directly from your having accepted in good faith, in exchange for merchandise, "money" or services:

(1) Money orders issued by any post office, express company or bank that are not paid upon presentation; or

(2) "Counterfeit money" that is acquired during the regular course of business.

The most we will pay for any loss under this Additional Coverage is $1,000.

k. Forgery Or Alteration

(1) We will pay for loss resulting directly from forgery or alteration of any check, draft, promissory note, bill of exchange or similar written promise of payment in "money" that you or your agent has issued, or that was issued by someone who impersonates you or your agent.

(2) If you are sued for refusing to pay the check, draft, promissory note, bill of exchange or similar written promise of payment in "money", on the basis that it has been forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur in that defense.

(3) For the purpose of this coverage, check includes a substitute check as defined in the Check Clearing for the 21st Century Act and will be treated the same as the original it replaced.

(4) The most we will pay for any loss, including legal expenses, under this Additional Coverage is $2,500, unless a higher Limit Of Insurance is shown in the Declarations.

l. Increased Cost Of Construction

(1) This Additional Coverage applies only to buildings insured on a replacement cost basis.

(2) In the event of damage by a Covered Cause of Loss to a building that is Covered Property, we will pay the increased costs incurred to comply with the minimum standards of an ordinance or law in the course of repair, rebuilding or replacement of damaged parts of that property, subject to the limitations stated in Paragraphs **(3)** through **(9)** of this Additional Coverage.

(3) The ordinance or law referred to in Paragraph **(2)** of this Additional Coverage is an ordinance or law that regulates the construction or repair of buildings or establishes zoning or land use requirements at the described premises and is in force at the time of loss.

(4) Under this Additional Coverage, we will not pay any costs due to an ordinance or law that:

(a) You were required to comply with before the loss, even when the building was undamaged; and

(b) You failed to comply with.

(5) Under this Additional Coverage, we will not pay for:

(a) The enforcement of or compliance with any ordinance or law which requires demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungi", wet rot or dry rot; or

(b) Any costs associated with the enforcement of or compliance with an ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungi", wet rot or dry rot.

(6) The most we will pay under this Additional Coverage, for each described building insured under Section **I** – Property, is $10,000. If a damaged building(s) is covered under a blanket Limit of Insurance which applies to more than one building or item of property, then the most we will pay under this Additional Coverage, for each damaged building, is $10,000.

The amount payable under this Additional Coverage is additional insurance.

(7) With respect to this Additional Coverage:

(a) We will not pay for the Increased Cost of Construction:

(i) Until the property is actually repaired or replaced, at the same or another premises; and

(ii) Unless the repair or replacement is made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.

(b) If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay for the Increased Cost of Construction is the increased cost of construction at the same premises.

(c) If the ordinance or law requires relocation to another premises, the most we will pay for the Increased Cost of Construction is the increased cost of construction at the new premises.

(8) This Additional Coverage is not subject to the terms of the Ordinance Or Law Exclusion, to the extent that such exclusion would conflict with the provisions of this Additional Coverage.

(9) The costs addressed in the Loss Payment Property Loss Condition in Section **I** – Property do not include the increased cost attributable to enforcement of or compliance with an ordinance or law. The amount payable under this Additional Coverage, as stated in Paragraph **(6)** of this Additional Coverage, is not subject to such limitation.

m. Business Income From Dependent Properties

(1) We will pay for the actual loss of Business Income you sustain due to physical loss or damage at the premises of a dependent property or secondary dependent property caused by or resulting from any Covered Cause of Loss.

 © Insurance Services Office, Inc., 2012

However, this Additional Coverage does not apply when the only loss at the premises of a dependent property or secondary dependent property is loss or damage to "electronic data", including destruction or corruption of "electronic data". If the dependent property or secondary dependent property sustains loss or damage to "electronic data" and other property, coverage under this Additional Coverage will not continue once the other property is repaired, rebuilt or replaced.

The most we will pay under this Additional Coverage is $5,000 unless a higher Limit Of Insurance is indicated in the Declarations.

(2) We will reduce the amount of your Business Income loss, other than Extra Expense, to the extent you can resume "operations", in whole or in part, by using any other available:

(a) Source of materials; or

(b) Outlet for your products.

(3) If you do not resume "operations", or do not resume "operations" as quickly as possible, we will pay based on the length of time it would have taken to resume "operations" as quickly as possible.

(4) Dependent property means property owned by others whom you depend on to:

(a) Deliver materials or services to you, or to others for your account. But services does not mean water supply services, wastewater removal services, communication supply services or power supply services;

(b) Accept your products or services;

(c) Manufacture your products for delivery to your customers under contract for sale; or

(d) Attract customers to your business.

The dependent property must be located in the coverage territory of this policy.

(5) Secondary dependent property means an entity which is not owned or operated by a dependent property and which;

(a) Delivers materials or services to a dependent property, which in turn are used by the dependent property in providing materials or services to you; or

(b) Accepts materials or services from a dependent property, which in turn accepts your materials or services.

A road, bridge, tunnel, waterway, airfield, pipeline or any other similar area or structure is not a secondary dependent property.

Any property which delivers any of the following services is not a secondary dependent property with respect to such services:

(i) Water supply services;

(ii) Wastewater removal services;

(iii) Communication supply services; or

(iv) Power supply services.

The secondary dependent property must be located in the coverage territory of this policy.

(6) The coverage period for Business Income under this Additional Coverage:

(a) Begins 72 hours after the time of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the premises of the dependent property or secondary dependent property; and

(b) Ends on the date when the property at the premises of the dependent property or secondary dependent property should be repaired, rebuilt or replaced with reasonable speed and similar quality.

(7) The Business Income coverage period, as stated in Paragraph **(6),** does not include any increased period required due to the enforcement of or compliance with any ordinance or law that:

(a) Regulates the construction, use or repair, or requires the tearing down of any property; or

(b) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

The expiration date of this policy will not reduce the Business Income coverage period.

(8) The definition of Business Income contained in the Business Income Additional Coverage also applies to this Business Income From Dependent Properties Additional Coverage.

n. Glass Expenses

(1) We will pay for expenses incurred to put up temporary plates or board up openings if repair or replacement of damaged glass is delayed.

(2) We will pay for expenses incurred to remove or replace obstructions when repairing or replacing glass that is part of a building. This does not include removing or replacing window displays.

o. Fire Extinguisher Systems Recharge Expense

(1) We will pay:

(a) The cost of recharging or replacing, whichever is less, your fire extinguishers and fire extinguishing systems (including hydrostatic testing if needed) if they are discharged on or within 100 feet of the described premises; and

(b) For loss or damage to Covered Property if such loss or damage is the result of an accidental discharge of chemicals from a fire extinguisher or a fire extinguishing system.

(2) No coverage will apply if the fire extinguishing system is discharged during installation or testing.

(3) The most we will pay under this Additional Coverage is $5,000 in any one occurrence.

p. Electronic Data

(1) Subject to the provisions of this Additional Coverage, we will pay for the cost to replace or restore "electronic data" which has been destroyed or corrupted by a Covered Cause of Loss. To the extent that "electronic data" is not replaced or restored, the loss will be valued at the cost of replacement of the media on which the "electronic data" was stored, with blank media of substantially identical type.

(2) The Covered Causes of Loss applicable to Business Personal Property include a computer virus, harmful code or similar instruction introduced into or enacted on a computer system (including "electronic data") or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation. But there is no coverage for loss or damage caused by or resulting from manipulation of a computer system (including "electronic data") by any employee, including a temporary or leased employee, or by an entity retained by you, or for you, to inspect, design, install, modify, maintain, repair or replace that system.

(3) The most we will pay under this Additional Coverage – Electronic Data for all loss or damage sustained in any one policy year, regardless of the number of occurrences of loss or damage or the number of premises, locations or computer systems involved, is $10,000, unless a higher Limit Of Insurance is shown in the Declarations. If loss payment on the first occurrence does not exhaust this amount, then the balance is available for subsequent loss or damage sustained in, but not after, that policy year. With respect to an occurrence which begins in one policy year and continues or results in additional loss or damage in a subsequent policy year(s), all loss or damage is deemed to be sustained in the policy year in which the occurrence began.

(4) This Additional Coverage does not apply to your "stock" of prepackaged software, or to "electronic data" which is integrated in and operates or controls a building's elevator, lighting, heating, ventilation, air conditioning or security system.

q. Interruption Of Computer Operations

(1) Subject to all provisions of this Additional Coverage, you may extend the insurance that applies to Business Income and Extra Expense to apply to a suspension of "operations" caused by an interruption in computer operations due to destruction or corruption of "electronic data" due to a Covered Cause of Loss.

 © Insurance Services Office, Inc., 2012

(2) With respect to the coverage provided under this Additional Coverage, the Covered Causes of Loss are subject to the following:

(a) Coverage under this Additional Coverage – Interruption Of Computer Operations is limited to the "specified causes of loss" and Collapse.

(b) If the Businessowners Coverage Form is endorsed to add a Covered Cause of Loss, the additional Covered Cause of Loss does not apply to the coverage provided under this Additional Coverage.

(c) The Covered Causes of Loss include a computer virus, harmful code or similar instruction introduced into or enacted on a computer system (including "electronic data") or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation. But there is no coverage for an interruption related to manipulation of a computer system (including "electronic data") by any employee, including a temporary or leased employee, or by an entity retained by you, or for you, to inspect, design, install, modify, maintain, repair or replace that system.

(3) The most we will pay under this Additional Coverage – Interruption Of Computer Operations for all loss sustained and expense incurred in any one policy year, regardless of the number of interruptions or the number of premises, locations or computer systems involved, is $10,000 unless a higher Limit Of Insurance is shown in the Declarations. If loss payment relating to the first interruption does not exhaust this amount, then the balance is available for loss or expense sustained or incurred as a result of subsequent interruptions in that policy year. A balance remaining at the end of a policy year does not increase the amount of insurance in the next policy year. With respect to any interruption which begins in one policy year and continues or results in additional loss or expense in a subsequent policy year(s), all loss and expense is deemed to be sustained or incurred in the policy year in which the interruption began.

(4) This Additional Coverage – Interruption Of Computer Operations does not apply to loss sustained or expense incurred after the end of the "period of restoration", even if the amount of insurance stated in **(3)** above has not been exhausted.

(5) Coverage for Business Income does not apply when a suspension of "operations" is caused by destruction or corruption of "electronic data", or any loss or damage to "electronic data", except as provided under Paragraphs **(1)** through **(4)** of this Additional Coverage.

(6) Coverage for Extra Expense does not apply when action is taken to avoid or minimize a suspension of "operations" caused by destruction or corruption of "electronic data", or any loss or damage to "electronic data", except as provided under Paragraphs **(1)** through **(4)** of this Additional Coverage.

(7) This Additional Coverage does not apply when loss or damage to "electronic data" involves only "electronic data" which is integrated in and operates or controls a building's elevator, lighting, heating, ventilation, air conditioning or security system.

r. Limited Coverage For "Fungi", Wet Rot Or Dry Rot

(1) The coverage described in Paragraphs **r.(2)** and **r.(6)** only applies when the "fungi", wet rot or dry rot is the result of a "specified cause of loss" other than fire or lightning that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that occurrence.

This Additional Coverage does not apply to lawns, trees, shrubs or plants which are part of a vegetated roof.

(2) We will pay for loss or damage by "fungi", wet rot or dry rot. As used in this Limited Coverage, the term loss or damage means:

(a) Direct physical loss or damage to Covered Property caused by "fungi", wet rot or dry rot, including the cost of removal of the "fungi", wet rot or dry rot;

(b) The cost to tear out and replace any part of the building or other property as needed to gain access to the "fungi", wet rot or dry rot; and

(c) The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that "fungi", wet rot or dry rot is present.

(3) The coverage described under this Limited Coverage is limited to $15,000. Regardless of the number of claims, this limit is the most we will pay for the total of all loss or damage arising out of all occurrences of "specified causes of loss" (other than fire or lightning) which take place in a 12-month period (starting with the beginning of the present annual policy period). With respect to a particular occurrence of loss which results in "fungi", wet rot or dry rot, we will not pay more than the total of $15,000 even if the "fungi", wet rot or dry rot continues to be present or active, or recurs, in a later policy period.

(4) The coverage provided under this Limited Coverage does not increase the applicable Limit of Insurance on any Covered Property. If a particular occurrence results in loss or damage by "fungi", wet rot or dry rot, and other loss or damage, we will not pay more, for the total of all loss or damage, than the applicable Limit of Insurance on the affected Covered Property.

If there is covered loss or damage to Covered Property, not caused by "fungi", wet rot or dry rot, loss payment will not be limited by the terms of this Limited Coverage, except to the extent that "fungi", wet rot or dry rot causes an increase in the loss. Any such increase in the loss will be subject to the terms of this Limited Coverage.

(5) The terms of this Limited Coverage do not increase or reduce the coverage provided under the Water Damage, Other Liquids, Powder Or Molten Material Damage or Collapse Additional Coverages.

 © Insurance Services Office, Inc., 2012

(6) The following applies only if Business Income and/or Extra Expense Coverage applies to the described premises and only if the suspension of "operations" satisfies all the terms and conditions of the applicable Business Income and/or Extra Expense Additional Coverage:

(a) If the loss which resulted in "fungi", wet rot or dry rot does not in itself necessitate a suspension of "operations", but such suspension is necessary due to loss or damage to property caused by "fungi", wet rot or dry rot, then our payment under the Business Income and/or Extra Expense Additional Coverages is limited to the amount of loss and/or expense sustained in a period of not more than 30 days. The days need not be consecutive.

(b) If a covered suspension of "operations" was caused by loss or damage other than "fungi", wet rot or dry rot, but remediation of "fungi", wet rot or dry rot prolongs the "period of restoration", we will pay for loss and/or expense sustained during the delay (regardless of when such a delay occurs during the "period of restoration"), but such coverage is limited to 30 days. The days need not be consecutive.

6. Coverage Extensions

In addition to the Limits of Insurance of Section **I** – Property, you may extend the insurance provided by this policy as provided below.

Except as otherwise provided, the following extensions apply to property located in or on the building described in the Declarations or in the open (or in a vehicle) within 100 feet of the described premises:

a. Newly Acquired Or Constructed Property

(1) Buildings

If this policy covers Buildings, you may extend that insurance to apply to:

(a) Your new buildings while being built on the described premises; and

(b) Buildings you acquire at premises other than the one described, intended for:

(i) Similar use as the building described in the Declarations; or

(ii) Use as a warehouse.

The most we will pay for loss or damage under this Extension is $250,000 at each building.

(2) Business Personal Property

If this policy covers Business Personal Property, you may extend that insurance to apply to:

(a) Business Personal Property, including such property that you newly acquire, at any location you acquire; or

(b) Business Personal Property, including such property that you newly acquire, located at your newly constructed or acquired buildings at the location described in the Declarations.

This Extension does not apply to personal property that you temporarily acquire in the course of installing or performing work on such property or your wholesale activities.

The most we will pay for loss or damage under this Extension is $100,000 at each building.

(3) Period Of Coverage

With respect to insurance provided under this Coverage Extension for Newly Acquired Or Constructed Property, coverage will end when any of the following first occurs:

(a) This policy expires;

(b) 30 days expire after you acquire the property or begin construction of that part of the building that would qualify as Covered Property; or

(c) You report values to us.

We will charge you additional premium for values reported from the date you acquire the property or begin construction of that part of the building that would qualify as Covered Property.

b. Personal Property Off-premises

You may extend the insurance provided by this policy to apply to your Covered Property, other than "money" and "securities", "valuable papers and records" or accounts receivable, while it is in the course of transit or at a premises you do not own, lease or operate. The most we will pay for loss or damage under this Extension is $10,000.

c. Outdoor Property

You may extend the insurance provided by this policy to apply to your outdoor fences, radio and television antennas (including satellite dishes), signs (other than signs attached to buildings), trees, shrubs and plants (other than trees, shrubs or plants which are part of a vegetated roof), including debris removal expense. Loss or damage must be caused by or result from any of the following causes of loss:

(1) Fire;

(2) Lightning;

(3) Explosion;

(4) Riot or Civil Commotion; or

(5) Aircraft.

The most we will pay for loss or damage under this Extension is $2,500, unless a higher Limit Of Insurance for Outdoor Property is shown in the Declarations, but not more than $1,000 for any one tree, shrub or plant.

Subject to all aforementioned terms and limitations of coverage, this Coverage Extension includes the expense of removing from the described premises the debris of trees, shrubs and plants which are the property of others, except in the situation in which you are a tenant and such property is owned by the landlord of the described premises.

d. Personal Effects

You may extend the insurance that applies to Business Personal Property to apply to personal effects owned by you, your officers, your partners or "members", your "managers" or your employees, including temporary or leased employees. This extension does not apply to:

(1) Tools or equipment used in your business; or

(2) Loss or damage by theft.

The most we will pay for loss or damage under this Extension is $2,500 at each described premises.

e. Valuable Papers And Records

(1) You may extend the insurance that applies to Business Personal Property to apply to direct physical loss or damage to "valuable papers and records" that you own, or that are in your care, custody or control, caused by or resulting from a Covered Cause of Loss. This Coverage Extension includes the cost to research, replace or restore the lost information on "valuable papers and records" for which duplicates do not exist.

(2) This Coverage Extension does not apply to:

(a) Property held as samples or for delivery after sale; and

(b) Property in storage away from the premises shown in the Declarations.

(3) The most we will pay under this Coverage Extension for loss or damage to "valuable papers and records" in any one occurrence at the described premises is $10,000, unless a higher Limit Of Insurance for "valuable papers and records" is shown in the Declarations.

For "valuable papers and records" not at the described premises, the most we will pay is $5,000.

(4) Loss or damage to "valuable papers and records" will be valued at the cost of restoration or replacement of the lost or damaged information. To the extent that the contents of the "valuable papers and records" are not restored, the "valuable papers and records" will be valued at the cost of replacement with blank materials of substantially identical type.

(5) Paragraph **B.** Exclusions in Section **I** – Property does not apply to this Coverage Extension except for:

(a) Paragraph **B.1.c.,** Governmental Action;

(b) Paragraph **B.1.d.,** Nuclear Hazard;

(c) Paragraph **B.1.f.,** War And Military Action;

 © Insurance Services Office, Inc., 2012

(d) Paragraph **B.2.f.,** Dishonesty;

(e) Paragraph **B.2.g.,** False Pretense;

(f) Paragraph **B.2.m.(2),** Errors Or Omissions; and

(g) Paragraph **B.3.**

f. Accounts Receivable

(1) You may extend the insurance that applies to Business Personal Property to apply to accounts receivable. We will pay:

(a) All amounts due from your customers that you are unable to collect;

(b) Interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts;

(c) Collection expenses in excess of your normal collection expenses that are made necessary by loss or damage; and

(d) Other reasonable expenses that you incur to reestablish your records of accounts receivable;

that result from direct physical loss or damage by any Covered Cause of Loss to your records of accounts receivable.

(2) The most we will pay under this Coverage Extension for loss or damage in any one occurrence at the described premises is $10,000, unless a higher Limit of Insurance for accounts receivable is shown in the Declarations.

For accounts receivable not at the described premises, the most we will pay is $5,000.

(3) Paragraph **B.** Exclusions in Section **I** – Property does not apply to this Coverage Extension except for:

(a) Paragraph **B.1.c.,** Governmental Action;

(b) Paragraph **B.1.d.,** Nuclear Hazard;

(c) Paragraph **B.1.f.,** War And Military Action;

(d) Paragraph **B.2.f.,** Dishonesty;

(e) Paragraph **B.2.g.,** False Pretense;

(f) Paragraph **B.3.;** and

(g) Paragraph **B.6.,** Accounts Receivable Exclusion.

g. Business Personal Property Temporarily In Portable Storage Units

(1) You may extend the insurance that applies to Business Personal Property to apply to such property while temporarily stored in a portable storage unit (including a detached trailer) located within 100 feet of the buildings or structures described in the Declarations or within 100 feet of the described premises, whichever distance is greater.

(2) The limitation under Paragraph **A.4.a.(5)** also applies to property in a portable storage unit.

(3) Coverage under this Extension:

(a) Will end 90 days after the Business Personal Property has been placed in the storage unit;

(b) Does not apply if the storage unit itself has been in use at the described premises for more than 90 consecutive days, even if the Business Personal Property has been stored there for 90 or fewer days as of the time of loss or damage.

(4) Under this Extension, the most we will pay for the total of all loss or damage to Business Personal Property is $10,000 (unless a higher limit is indicated in the Declarations for such Extension) regardless of the number of storage units.

(5) This Extension does not apply to loss or damage otherwise covered under this Coverage Form or any endorsement to this Coverage Form, and does not apply to loss or damage to the storage unit itself.

B. Exclusions

1. We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. These exclusions apply whether or not the loss event results in widespread damage or affects a substantial area.

a. Ordinance Or Law

(1) The enforcement of or compliance with any ordinance or law:

(a) Regulating the construction, use or repair of any property; or

(b) Requiring the tearing down of any property, including the cost of removing its debris.

(2) This exclusion, Ordinance Or Law, applies whether the loss results from:

(a) An ordinance or law that is enforced even if the property has not been damaged; or

(b) The increased costs incurred to comply with an ordinance or law in the course of construction, repair, renovation, remodeling or demolition of property or removal of its debris, following a physical loss to that property.

b. Earth Movement

(1) Earthquake, including tremors and aftershocks and any earth sinking, rising or shifting related to such event;

(2) Landslide, including any earth sinking, rising or shifting related to such event;

(3) Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased;

(4) Earth sinking (other than sinkhole collapse), rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface.

But if Earth Movement, as described in Paragraphs **(1)** through **(4)** above, results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

(5) Volcanic eruption, explosion or effusion. But if volcanic eruption, explosion or effusion results in fire, building glass breakage or volcanic action, we will pay for the loss or damage caused by that fire, building glass breakage or volcanic action.

Volcanic action means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:

(a) Airborne volcanic blast or airborne shock waves;

(b) Ash, dust or particulate matter; or

(c) Lava flow.

With respect to coverage for volcanic action as set forth in **5(a), (5)(b)** and **5(c),** all volcanic eruptions that occur within any 168-hour period will constitute a single occurrence.

Volcanic action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss of or damage to Covered Property.

This exclusion applies regardless of whether any of the above, in Paragraphs **(1)** through **(5),** is caused by an act of nature or is otherwise caused.

c. Governmental Action

Seizure or destruction of property by order of governmental authority.

But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this policy.

d. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused.

But if nuclear reaction or radiation, or radioactive contamination, results in fire, we will pay for the loss or damage caused by that fire.

e. Utility Services

The failure of power, communication, water or other utility service supplied to the described premises, however caused, if the failure:

(1) Originates away from the described premises; or

(2) Originates at the described premises, but only if such failure involves equipment used to supply the utility service to the described premises from a source away from the described premises.

Failure of any utility service includes lack of sufficient capacity and reduction in supply.

Loss or damage caused by a surge of power is also excluded, if the surge would not have occurred but for an event causing a failure of power.

 © Insurance Services Office, Inc., 2012

But if the failure or surge of power, or the failure of communication, water or other utility service, results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

Communication services include but are not limited to service relating to Internet access or access to any electronic, cellular or satellite network.

This exclusion does not apply to loss or damage to "computer(s)" and "electronic data".

f. War And Military Action

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

g. Water

(1) Flood, surface water, waves (including tidal wave and tsunami), tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge);

(2) Mudslide or mudflow;

(3) Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;

(4) Water under the ground surface pressing on, or flowing or seeping through:

(a) Foundations, walls, floors or paved surfaces;

(b) Basements, whether paved or not; or

(c) Doors, windows or other openings; or

(5) Waterborne material carried or otherwise moved by any of the water referred to in Paragraph **(1), (3)** or **(4),** or material carried or otherwise moved by mudslide or mudflow.

This exclusion applies regardless of whether any of the above, in Paragraphs **(1)** through **(5),** is caused by an act of nature or is otherwise caused. An example of a situation to which this exclusion applies is the situation where a dam, levee, seawall or other boundary or containment system fails in whole or in part, for any reason, to contain the water.

But if any of the above, in Paragraphs **(1)** through **(5),** results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage.

h. Certain Computer-related Losses

(1) The failure, malfunction or inadequacy of:

(a) Any of the following, whether belonging to any insured or to others:

(i) "Computer" hardware, including microprocessors or other electronic data processing equipment as may be described elsewhere in this policy;

(ii) "Computer" application software or other "electronic data" as may be described elsewhere in this policy;

(iii) "Computer" operating systems and related software;

(iv) "Computer" networks;

(v) Microprocessors ("computer" chips) not part of any "computer" system; or

(vi) Any other computerized or electronic equipment or components; or

(b) Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph **(a)** above;

due to the inability to correctly recognize, distinguish, interpret or accept one or more dates or times. An example is the inability of computer software to recognize the year 2000.

(2) Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph **(1)** above.

However, if excluded loss or damage, as described in Paragraph **(1)** above, results in a "specified cause of loss" under Section **I** – Property, we will pay only for the loss or damage caused by such "specified cause of loss".

We will not pay for repair, replacement or modification of any items in Paragraph **(1)(a)** or **(1)(b)** to correct any deficiencies or change any features.

i. "Fungi", Wet Rot Or Dry Rot

Presence, growth, proliferation, spread or any activity of "fungi", wet rot or dry rot.

But if "fungi", wet rot or dry rot results in a "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss".

This exclusion does not apply:

(1) When "fungi", wet rot or dry rot results from fire or lightning; or

(2) To the extent that coverage is provided in the Limited Coverage For "Fungi", Wet Rot Or Dry Rot Additional Coverage, with respect to loss or damage by a cause of loss other than fire or lightning.

j. Virus Or Bacteria

(1) Any virus, bacterium or other microorganism that induces or is capable of inducing physical distress, illness or disease.

(2) However, the exclusion in Paragraph **(1)** does not apply to loss or damage caused by or resulting from "fungi", wet rot or dry rot. Such loss or damage is addressed in Exclusion **i.**

(3) With respect to any loss or damage subject to the exclusion in Paragraph **(1),** such exclusion supersedes any exclusion relating to "pollutants".

2. We will not pay for loss or damage caused by or resulting from any of the following:

a. Electrical Apparatus

Artificially generated electrical, magnetic or electromagnetic energy that damages, disturbs, disrupts or otherwise interferes with any:

(1) Electrical or electronic wire, device, appliance, system or network; or

(2) Device, appliance, system or network utilizing cellular or satellite technology.

For the purpose of this exclusion, electrical, magnetic or electromagnetic energy includes but is not limited to:

(1) Electrical current, including arcing;

(2) Electrical charge produced or conducted by a magnetic or electromagnetic field;

(3) Pulse of electromagnetic energy; or

(4) Electromagnetic waves or microwaves.

But if fire results, we will pay for the loss or damage caused by fire.

We will pay for loss or damage to "computer(s)" due to artificially generated electrical, magnetic or electromagnetic energy if such loss or damage is caused by or results from:

(1) An occurrence that took place within 100 feet of the described premises; or

(2) Interruption of electric power supply, power surge, blackout or brownout if the cause of such occurrence took place within 100 feet of the described premises.

b. Consequential Losses

Delay, loss of use or loss of market.

c. Smoke, Vapor, Gas

Smoke, vapor or gas from agricultural smudging or industrial operations.

 © Insurance Services Office, Inc., 2012

d. Steam Apparatus

Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control. But if explosion of steam boilers, steam pipes, steam engines or steam turbines results in fire or combustion explosion, we will pay for the loss or damage caused by that fire or combustion explosion. We will also pay for loss or damage caused by or resulting from the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.

e. Frozen Plumbing

Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning or other equipment (except fire protective systems) caused by or resulting from freezing, unless:

(1) You do your best to maintain heat in the building or structure; or

(2) You drain the equipment and shut off the supply if the heat is not maintained.

f. Dishonesty

Dishonest or criminal acts (including theft) by you, anyone else with an interest in the property, or any of your or their partners, "members", officers, "managers", employees (including temporary or leased employees), directors, trustees or authorized representatives, whether acting alone or in collusion with each other or with any other party; or theft by any person to whom you entrust the property for any purpose, whether acting alone or in collusion with any other party.

This exclusion:

(1) Applies whether or not an act occurs during your normal hours of operation;

(2) Does not apply to acts of destruction by your employees (including temporary or leased employees) or authorized representatives; but theft by your employees (including temporary or leased employees) or authorized representatives is not covered.

With respect to accounts receivable and "valuable papers and records", this exclusion does not apply to carriers for hire.

This exclusion does not apply to coverage that is provided under the Employee Dishonesty Optional Coverage.

g. False Pretense

Voluntary parting with any property by you or anyone else to whom you have entrusted the property if induced to do so by any fraudulent scheme, trick, device or false pretense.

h. Exposed Property

Rain, snow, ice or sleet to personal property in the open.

i. Collapse

(1) Collapse, including any of the following conditions of property or any part of the property:

(a) An abrupt falling down or caving in;

(b) Loss of structural integrity, including separation of parts of the property or property in danger of falling down or caving in; or

(c) Any cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion as such condition relates to Paragraph **i.(1)(a)** or **i.(1)(b).**

But if collapse results in a Covered Cause of Loss at the described premises, we will pay for the loss or damage caused by that Covered Cause of Loss.

(2) This Exclusion **i.** does not apply:

(a) To the extent that coverage is provided under the Additional Coverage – Collapse; or

(b) To collapse caused by one or more of the following:

(i) The "specified causes of loss";

(ii) Breakage of building glass;

(iii) Weight of rain that collects on a roof; or

(iv) Weight of people or personal property.

j. Pollution

We will not pay for loss or damage caused by or resulting from the discharge, dispersal, seepage, migration, release or escape of "pollutants" unless the discharge, dispersal, seepage, migration, release or escape is itself caused by any of the "specified causes of loss". But if the discharge, dispersal, seepage, migration, release or escape of "pollutants" results in a "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss".

k. Neglect

Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.

l. Other Types Of Loss

(1) Wear and tear;

(2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;

(3) Smog;

(4) Settling, cracking, shrinking or expansion;

(5) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals;

(6) Mechanical breakdown, including rupture or bursting caused by centrifugal force.

This exclusion does not apply with respect to the breakdown of "computer(s)";

(7) The following causes of loss to personal property:

(a) Dampness or dryness of atmosphere;

(b) Changes in or extremes of temperature; or

(c) Marring or scratching.

But if an excluded cause of loss that is listed in Paragraphs **(1)** through **(7)** above results in a "specified cause of loss" or building glass breakage, we will pay for the loss or damage caused by that "specified cause of loss" or building glass breakage.

m. Errors Or Omissions

Errors or omissions in:

(1) Programming, processing or storing data, as described under "electronic data" or in any "computer" operations; or

(2) Processing or copying "valuable papers and records".

However, we will pay for direct physical loss or damage caused by resulting fire or explosion if these causes of loss would be covered by this Coverage Form.

n. Installation, Testing, Repair

Errors or deficiency in design, installation, testing, maintenance, modification or repair of your "computer" system including "electronic data".

However, we will pay for direct physical loss or damage caused by resulting fire or explosion if these causes of loss would be covered by this Coverage Form.

o. Electrical Disturbance

Electrical or magnetic injury, disturbance or erasure of "electronic data", except as provided for under the Additional Coverages of Section **I** – Property.

However, we will pay for direct loss or damage caused by lightning.

p. Continuous Or Repeated Seepage Or Leakage Of Water

Continuous or repeated seepage or leakage of water, or the presence or condensation of humidity, moisture or vapor, that occurs over a period of 14 days or more.

3. We will not pay for loss or damage caused by or resulting from any of the following Paragraphs **a.** through **c.** But if an excluded cause of loss that is listed in Paragraphs **a.** through **c.** results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

a. Weather Conditions

Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in Paragraph **B.1.** above to produce the loss or damage.

b. Acts Or Decisions

Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.

c. Negligent Work

Faulty, inadequate or defective:

(1) Planning, zoning, development, surveying, siting;

(2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;

(3) Materials used in repair, construction, renovation or remodeling; or

(4) Maintenance;

of part or all of any property on or off the described premises.

 © Insurance Services Office, Inc., 2012

4. Additional Exclusion

The following applies only to the property specified in this Additional Exclusion:

Loss Or Damage To Products

We will not pay for loss or damage to any merchandise, goods or other product caused by or resulting from error or omission by any person or entity (including those having possession under an arrangement where work or a portion of the work is outsourced) in any stage of the development, production or use of the product, including planning, testing, processing, packaging, installation, maintenance or repair. This exclusion applies to any effect that compromises the form, substance or quality of the product. But if such error or omission results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

5. Business Income And Extra Expense Exclusions

a. We will not pay for:

(1) Any Extra Expense, or increase of Business Income loss, caused by or resulting from:

(a) Delay in rebuilding, repairing or replacing the property or resuming "operations", due to interference at the location of the rebuilding, repair or replacement by strikers or other persons; or

(b) Suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the suspension of "operations", we will cover such loss that affects your Business Income during the "period of restoration" and any extension of the "period of restoration" in accordance with the terms of the Extended Business Income Additional Coverage.

(2) Any other consequential loss.

b. With respect to this exclusion, suspension means:

(1) The partial slowdown or complete cessation of your business activities; and

(2) That a part or all of the described premises is rendered untenantable, if coverage for Business Income applies.

6. Accounts Receivable Exclusion

The following additional exclusion applies to the Accounts Receivable Coverage Extension:

We will not pay for:

a. Loss or damage caused by or resulting from alteration, falsification, concealment or destruction of records of accounts receivable done to conceal the wrongful giving, taking or withholding of "money", "securities" or other property.

This exclusion applies only to the extent of the wrongful giving, taking or withholding.

b. Loss or damage caused by or resulting from bookkeeping, accounting or billing errors or omissions.

c. Any loss or damage that requires any audit of records or any inventory computation to prove its factual existence.

C. Limits Of Insurance

1. The most we will pay for loss or damage in any one occurrence is the applicable Limits Of Insurance of Section **I** – Property shown in the Declarations.

2. The most we will pay for loss of or damage to outdoor signs attached to buildings is $1,000 per sign in any one occurrence.

3. The amounts of insurance applicable to the Coverage Extensions and the following Additional Coverages apply in accordance with the terms of such coverages and are in addition to the Limits of Insurance of Section **I** – Property:

a. Fire Department Service Charge;

b. Pollutant Clean-up And Removal;

c. Increased Cost Of Construction;

d. Business Income From Dependent Properties;

e. Electronic Data; and

f. Interruption Of Computer Operations.

4. Building Limit – Automatic Increase

a. In accordance with Paragraph **C.4.b.,** the Limit of Insurance for Buildings will automatically increase by 8%, unless a different percentage of annual increase is shown in the Declarations.

b. The amount of increase is calculated as follows:

(1) Multiply the Building limit that applied on the most recent of the policy inception date, the policy anniversary date or any other policy change amending the Building limit by:

(a) The percentage of annual increase shown in the Declarations, expressed as a decimal (example: 7% is .07); or

(b) .08, if no percentage of annual increase is shown in the Declarations; and

(2) Multiply the number calculated in accordance with **b.(1)** by the number of days since the beginning of the current policy year, or the effective date of the most recent policy change amending the Building limit, divided by 365.

Example

If:

The applicable Building limit is $100,000. The annual percentage increase is 8%. The number of days since the beginning of the policy year (or last policy change) is 146.

The amount of increase is

$100,000 x .08 x 146 ÷ 365 = $3,200.

5. Business Personal Property Limit – Seasonal Increase

a. Subject to Paragraph **5.b.,** the Limit of Insurance for Business Personal Property is automatically increased by:

(1) The Business Personal Property – Seasonal Increase percentage shown in the Declarations; or

(2) 25% if no Business Personal Property – Seasonal Increase percentage is shown in the Declarations;

to provide for seasonal variances.

b. The increase described in Paragraph **5.a.** will apply only if the Limit Of Insurance shown for Business Personal Property in the Declarations is at least 100% of your average monthly values during the lesser of:

(1) The 12 months immediately preceding the date the loss or damage occurs; or

(2) The period of time you have been in business as of the date the loss or damage occurs.

D. Deductibles

1. We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds the Deductible shown in the Declarations. We will then pay the amount of loss or damage in excess of the Deductible up to the applicable Limit of Insurance of Section **I** – Property.

2. Regardless of the amount of the Deductible, the most we will deduct from any loss or damage under all of the following Optional Coverages in any one occurrence is the Optional Coverage Deductible shown in the Declarations:

a. Money and Securities;

b. Employee Dishonesty;

c. Outdoor Signs; and

d. Forgery or Alteration.

But this Optional Coverage Deductible will not increase the Deductible shown in the Declarations. This Deductible will be used to satisfy the requirements of the Deductible in the Declarations.

3. No deductible applies to the following Additional Coverages:

a. Fire Department Service Charge;

b. Business Income;

c. Extra Expense;

d. Civil Authority; and

e. Fire Extinguisher Systems Recharge Expense.

E. Property Loss Conditions

1. Abandonment

There can be no abandonment of any property to us.

2. Appraisal

If we and you disagree on the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

a. Pay its chosen appraiser; and

b. Bear the other expenses of the appraisal and umpire equally.

 © Insurance Services Office, Inc., 2012

If there is an appraisal, we will still retain our right to deny the claim.

3. Duties In The Event Of Loss Or Damage

a. You must see that the following are done in the event of loss or damage to Covered Property:

(1) Notify the police if a law may have been broken.

(2) Give us prompt notice of the loss or damage. Include a description of the property involved.

(3) As soon as possible, give us a description of how, when and where the loss or damage occurred.

(4) Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limits of Insurance of Section **I** – Property. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.

(5) At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed.

(6) As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.

(7) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.

(8) Cooperate with us in the investigation or settlement of the claim.

(9) Resume all or part of your "operations" as quickly as possible.

b. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

4. Legal Action Against Us

No one may bring a legal action against us under this insurance unless:

a. There has been full compliance with all of the terms of this insurance; and

b. The action is brought within two years after the date on which the direct physical loss or damage occurred.

5. Loss Payment

In the event of loss or damage covered by this policy:

a. At our option, we will either:

(1) Pay the value of lost or damaged property;

(2) Pay the cost of repairing or replacing the lost or damaged property;

(3) Take all or any part of the property at an agreed or appraised value; or

(4) Repair, rebuild or replace the property with other property of like kind and quality, subject to Paragraph **d.(1)(e)** below.

b. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.

c. We will not pay you more than your financial interest in the Covered Property.

d. Except as provided in Paragraphs **(2)** through **(7)** below, we will determine the value of Covered Property as follows:

(1) At replacement cost without deduction for depreciation, subject to the following:

(a) If, at the time of loss, the Limit of Insurance on the lost or damaged property is 80% or more of the full replacement cost of the property immediately before the loss, we will pay the cost to repair or replace, after application of the deductible and without deduction for depreciation, but not more than the least of the following amounts:

(i) The Limit of Insurance under Section **I** – Property that applies to the lost or damaged property;

(ii) The cost to replace, on the same premises, the lost or damaged property with other property:

i. Of comparable material and quality; and

ii. Used for the same purpose; or

(iii) The amount that you actually spend that is necessary to repair or replace the lost or damaged property.

If a building is rebuilt at a new premises, the cost is limited to the cost which would have been incurred had the building been built at the original premises.

(b) If, at the time of loss, the Limit of Insurance applicable to the lost or damaged property is less than 80% of the full replacement cost of the property immediately before the loss, we will pay the greater of the following amounts, but not more than the Limit of Insurance that applies to the property:

(i) The actual cash value of the lost or damaged property; or

(ii) A proportion of the cost to repair or replace the lost or damaged property, after application of the deductible and without deduction for depreciation. This proportion will equal the ratio of the applicable Limit of Insurance to 80% of the full replacement cost of the property.

Example

The full replacement cost of property which suffers a total loss is $100,000. The property is insured for $70,000. 80% of the full replacement cost of the property immediately before the loss is $80,000 ($100,000 x .80 = $80,000). A partial loss of $25,000 is sustained. The amount of recovery is determined as follows:

Amount of recovery

$70,000 ÷ $80,000 = .875

.875 x $25,000 = $21,875

(c) You may make a claim for loss or damage covered by this insurance on an actual cash value basis instead of on a replacement cost basis. In the event you elect to have loss or damage settled on an actual cash value basis, you may still make a claim on a replacement cost basis if you notify us of your intent to do so within 180 days after the loss or damage.

(d) We will not pay on a replacement cost basis for any loss or damage:

(i) Until the lost or damaged property is actually repaired or replaced; and

(ii) Unless the repair or replacement is made as soon as reasonably possible after the loss or damage.

However, if the cost to repair or replace the damaged building property is $2,500 or less, we will settle the loss according to the provisions of Paragraphs **d.(1)(a)** and **d.(1)(b)** above whether or not the actual repair or replacement is complete.

(e) The cost to repair, rebuild or replace does not include the increased cost attributable to enforcement of or compliance with any ordinance or law regulating the construction, use or repair of any property.

(2) If the Actual Cash Value – Buildings option applies, as shown in the Declarations, Paragraph **(1)** above does not apply to Buildings. Instead, we will determine the value of Buildings at actual cash value.

(3) The following property at actual cash value:

(a) Used or secondhand merchandise held in storage or for sale;

(b) Property of others. However, if an item(s) of personal property of others is subject to a written contract which governs your liability for loss or damage to that item(s), then valuation of that item(s) will be based on the amount for which you are liable under such contract, but not to exceed the lesser of the replacement cost of the property or the applicable Limit of Insurance;

 © Insurance Services Office, Inc., 2012

(c) Household contents, except personal property in apartments or rooms furnished by you as landlord;

(d) Manuscripts; and

(e) Works of art, antiques or rare articles, including etchings, pictures, statuary, marble, bronzes, porcelain and bric-a-brac.

(4) Glass at the cost of replacement with safety glazing material if required by law.

(5) Tenants' improvements and betterments at:

(a) Replacement cost if you make repairs promptly.

(b) A proportion of your original cost if you do not make repairs promptly. We will determine the proportionate value as follows:

(i) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and

(ii) Divide the amount determined in **(i)** above by the number of days from the installation of improvements to the expiration of the lease.

If your lease contains a renewal option, the expiration of the renewal option period will replace the expiration of the lease in this procedure.

(c) Nothing if others pay for repairs or replacement.

(6) Applicable only to the Optional Coverages:

(a) "Money" at its face value; and

(b) "Securities" at their value at the close of business on the day the loss is discovered.

(7) Applicable only to accounts receivable:

(a) If you cannot accurately establish the amount of accounts receivable outstanding as of the time of loss or damage:

(i) We will determine the total of the average monthly amounts of accounts receivable for the 12 months immediately preceding the month in which the loss or damage occurs; and

(ii) We will adjust that total for any normal fluctuations in the amount of accounts receivable for the month in which the loss or damage occurred or for any demonstrated variance from the average for that month.

(b) The following will be deducted from the total amount of accounts receivable, however that amount is established:

(i) The amount of the accounts for which there is no loss or damage;

(ii) The amount of the accounts that you are able to reestablish or collect;

(iii) An amount to allow for probable bad debts that you are normally unable to collect; and

(iv) All unearned interest and service charges.

e. Our payment for loss of or damage to personal property of others will only be for the account of the owners of the property. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claims against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.

f. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.

g. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss, provided you have complied with all of the terms of this policy, and:

(1) We have reached agreement with you on the amount of loss; or

(2) An appraisal award has been made.

h. A party wall is a wall that separates and is common to adjoining buildings that are owned by different parties. In settling covered losses involving a party wall, we will pay a proportion of the loss to the party wall based on your interest in the wall in proportion to the interest of the owner of the adjoining building. However, if you elect to repair or replace your building and the owner of the adjoining building elects not to repair or replace that building, we will pay you the full value of the loss to the party wall, subject to all applicable policy provisions including Limits of Insurance and all other provisions of this Loss Payment Condition. Our payment under the provisions of this paragraph does not alter any right of subrogation we may have against any entity, including the owner or insurer of the adjoining building, and does not alter the terms of the Transfer Of Rights Of Recovery Against Others To Us Condition in this policy.

6. Recovered Property

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, you may retain the property. But then you must return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limits of Insurance of Section **I** – Property.

7. Resumption Of Operations

We will reduce the amount of your:

a. Business Income loss, other than Extra Expense, to the extent you can resume your "operations", in whole or in part, by using damaged or undamaged property (including merchandise or stock) at the described premises or elsewhere.

b. Extra Expense loss to the extent you can return "operations" to normal and discontinue such Extra Expense.

8. Vacancy

a. Description Of Terms

(1) As used in this Vacancy Condition, the term building and the term vacant have the meanings set forth in Paragraphs **(a)** and **(b)** below:

(a) When this policy is issued to a tenant, and with respect to that tenant's interest in Covered Property, building means the unit or suite rented or leased to the tenant. Such building is vacant when it does not contain enough business personal property to conduct customary operations.

(b) When this policy is issued to the owner or general lessee of a building, building means the entire building. Such building is vacant unless at least 31% of its total square footage is:

(i) Rented to a lessee or sublessee and used by the lessee or sublessee to conduct its customary operations; and/or

(ii) Used by the building owner to conduct customary operations.

(2) Buildings under construction or renovation are not considered vacant.

b. Vacancy Provisions

If the building where loss or damage occurs has been vacant for more than 60 consecutive days before that loss or damage occurs:

(1) We will not pay for any loss or damage caused by any of the following even if they are Covered Causes of Loss:

(a) Vandalism;

(b) Sprinkler leakage, unless you have protected the system against freezing;

 © Insurance Services Office, Inc., 2012

(c) Building glass breakage;

(d) Water damage;

(e) Theft; or

(f) Attempted theft.

(2) With respect to Covered Causes of Loss other than those listed in Paragraphs **(1)(a)** through **(1)(f)** above, we will reduce the amount we would otherwise pay for the loss or damage by 15%.

F. Property General Conditions

1. Control Of Property

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

The breach of any condition of this Coverage Form at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

2. Mortgageholders

a. The term "mortgageholder" includes trustee.

b. We will pay for covered loss of or damage to buildings or structures to each mortgageholder shown in the Declarations in their order of precedence, as interests may appear.

c. The mortgageholder has the right to receive loss payment even if the mortgageholder has started foreclosure or similar action on the building or structure.

d. If we deny your claim because of your acts or because you have failed to comply with the terms of this policy, the mortgageholder will still have the right to receive loss payment if the mortgageholder:

(1) Pays any premium due under this policy at our request if you have failed to do so;

(2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and

(3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the mortgageholder.

All of the terms of this policy will then apply directly to the mortgageholder.

e. If we pay the mortgageholder for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this policy:

(1) The mortgageholder's rights under the mortgage will be transferred to us to the extent of the amount we pay; and

(2) The mortgageholder's right to recover the full amount of the mortgageholder's claim will not be impaired.

At our option, we may pay to the mortgageholder the whole principal on the mortgage plus any accrued interest. In this event, your mortgage and note will be transferred to us and you will pay your remaining mortgage debt to us.

f. If we cancel this policy, we will give written notice to the mortgageholder at least:

(1) 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or

(2) 30 days before the effective date of cancellation if we cancel for any other reason.

g. If we elect not to renew this policy, we will give written notice to the mortgageholder at least 10 days before the expiration date of this policy.

3. No Benefit To Bailee

No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

4. Policy Period, Coverage Territory

Under Section **I** – Property:

a. We cover loss or damage commencing:

(1) During the policy period shown in the Declarations; and

(2) Within the coverage territory or, with respect to property in transit, while it is between points in the coverage territory.

b. The coverage territory is:

(1) The United States of America (including its territories and possessions);

(2) Puerto Rico; and

(3) Canada.

G. Optional Coverages

If shown as applicable in the Declarations, the following Optional Coverages also apply. These coverages are subject to the terms and conditions applicable to property coverage in this policy, except as provided below:

1. Outdoor Signs

a. We will pay for direct physical loss of or damage to all outdoor signs at the described premises:

(1) Owned by you; or

(2) Owned by others but in your care, custody or control.

b. Paragraph **A.3.,** Covered Causes Of Loss and Paragraph **B.,** Exclusions in Section **I** – Property do not apply to this Optional Coverage, except for:

(1) Paragraph **B.1.c.,** Governmental Action;

(2) Paragraph **B.1.d.,** Nuclear Hazard; and

(3) Paragraph **B.1.f.,** War And Military Action.

c. We will not pay for loss or damage caused by or resulting from:

(1) Wear and tear;

(2) Hidden or latent defect;

(3) Rust;

(4) Corrosion; or

(5) Mechanical breakdown.

d. The most we will pay for loss or damage in any one occurrence is the Limit Of Insurance for Outdoor Signs shown in the Declarations.

e. The provisions of this Optional Coverage supersede all other references to outdoor signs in this policy.

2. Money And Securities

a. We will pay for loss of "money" and "securities" used in your business while at a bank or savings institution, within your living quarters or the living quarters of your partners or any employee (including a temporary or leased employee) having use and custody of the property, at the described premises, or in transit between any of these places, resulting directly from:

(1) Theft, meaning any act of stealing;

(2) Disappearance; or

(3) Destruction.

b. In addition to the Limitations and Exclusions applicable to Section **I** – Property, we will not pay for loss:

(1) Resulting from accounting or arithmetical errors or omissions;

(2) Due to the giving or surrendering of property in any exchange or purchase; or

(3) Of property contained in any "money"-operated device unless the amount of "money" deposited in it is recorded by a continuous recording instrument in the device.

c. The most we will pay for loss in any one occurrence is:

(1) The limit shown in the Declarations for Inside the Premises for "money" and "securities" while:

(a) In or on the described premises; or

(b) Within a bank or savings institution; and

(2) The limit shown in the Declarations for Outside the Premises for "money" and "securities" while anywhere else.

d. All loss:

(1) Caused by one or more persons; or

(2) Involving a single act or series of related acts;

is considered one occurrence.

e. You must keep records of all "money" and "securities" so we can verify the amount of any loss or damage.

3. Employee Dishonesty

a. We will pay for direct loss of or damage to Business Personal Property and "money" and "securities" resulting from dishonest acts committed by any of your employees acting alone or in collusion with other persons (except you or your partner) with the manifest intent to:

(1) Cause you to sustain loss or damage; and also

(2) Obtain financial benefit (other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other employee benefits earned in the normal course of employment) for:

(a) Any employee; or

(b) Any other person or organization.

 © Insurance Services Office, Inc., 2012

b. We will not pay for loss or damage:

(1) Resulting from any dishonest or criminal act that you or any of your partners or "members" commit whether acting alone or in collusion with other persons.

(2) Resulting from any dishonest act committed by any of your employees (except as provided in Paragraph **a.**), "managers" or directors:

(a) Whether acting alone or in collusion with other persons; or

(b) While performing services for you or otherwise.

(3) The only proof of which as to its existence or amount is:

(a) An inventory computation; or

(b) A profit and loss computation.

(4) Caused by an employee if the employee had also committed theft or any other dishonest act prior to the effective date of this policy and you or any of your partners, "members", "managers", officers, directors or trustees, not in collusion with the employee, learned of that theft or dishonest act prior to the policy period shown in the Declarations.

c. The most we will pay for loss or damage in any one occurrence is the Limit Of Insurance for Employee Dishonesty shown in the Declarations.

d. All loss or damage:

(1) Caused by one or more persons; or

(2) Involving a single act or series of acts;

is considered one occurrence.

e. If any loss is covered:

(1) Partly by this insurance; and

(2) Partly by any prior cancelled or terminated insurance that we or any affiliate had issued to you or any predecessor in interest;

the most we will pay is the larger of the amount recoverable under this insurance or the prior insurance.

We will pay only for loss or damage you sustain through acts committed or events occurring during the policy period. Regardless of the number of years this policy remains in force or the number of premiums paid, no Limit of Insurance cumulates from year to year or period to period.

f. This Optional Coverage is cancelled as to any employee immediately upon discovery by:

(1) You; or

(2) Any of your partners, "members", "managers", officers or directors not in collusion with the employee;

of any dishonest act committed by that employee before or after being hired by you.

g. We will pay only for covered loss or damage sustained during the policy period and discovered no later than one year from the end of the policy period.

h. If you (or any predecessor in interest) sustained loss or damage during the policy period of any prior insurance that you could have recovered under that insurance except that the time within which to discover loss or damage had expired, we will pay for it under this Optional Coverage, provided:

(1) This Optional Coverage became effective at the time of cancellation or termination of the prior insurance; and

(2) The loss or damage would have been covered by this Optional Coverage had it been in effect when the acts or events causing the loss or damage were committed or occurred.

i. The insurance under Paragraph **h.** above is part of, not in addition to, the Limit of Insurance applying to this Optional Coverage and is limited to the lesser of the amount recoverable under:

(1) This Optional Coverage as of its effective date; or

(2) The prior insurance had it remained in effect.

j. With respect to the Employee Dishonesty Optional Coverage in Paragraph **G.3.,** employee means:

(1) Any natural person:

(a) While in your service or for 30 days after termination of service;

(b) Who you compensate directly by salary, wages or commissions; and

(c) Who you have the right to direct and control while performing services for you;

(2) Any natural person who is furnished temporarily to you:

(a) To substitute for a permanent employee, as defined in Paragraph **(1)** above, who is on leave; or

(b) To meet seasonal or short-term workload conditions;

(3) Any natural person who is leased to you under a written agreement between you and a labor leasing firm, to perform duties related to the conduct of your business, but does not mean a temporary employee as defined in Paragraph **(2)** above;

(4) Any natural person who is a former employee, director, partner, member, manager, representative or trustee retained as a consultant while performing services for you; or

(5) Any natural person who is a guest student or intern pursuing studies or duties, excluding, however, any such person while having care and custody of property outside any building you occupy in conducting your business.

But employee does not mean:

(1) Any agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character; or

(2) Any "manager", director or trustee except while performing acts coming within the usual duties of an employee.

4. Equipment Breakdown Protection Coverage

a. We will pay for direct loss of or damage to Covered Property caused by or resulting from a mechanical breakdown or electrical failure to pressure, mechanical or electrical machinery and equipment.

Mechanical breakdown or electrical failure to pressure, mechanical or electrical machinery and equipment does not mean any:

(1) Malfunction including but not limited to adjustment, alignment, calibration, cleaning or modification;

(2) Leakage at any valve, fitting, shaft seal, gland packing, joint or connection;

(3) Damage to any vacuum tube, gas tube, or brush; or

(4) The functioning of any safety or protective device.

b. Paragraphs **A.4.a.(1)** and **A.4.a.(2),** Limitations, do not apply to this Optional Coverage.

c. With respect to the coverage provided by this Optional Coverage, the following exclusions in Paragraph **B. Exclusions** do not apply:

(1) Paragraph **B.2.a.,** Electrical Apparatus;

(2) Paragraph **B.2.d.,** Steam Apparatus; and

(3) Paragraph **B.2.l.(6),** Mechanical Breakdown.

d. With respect to the coverage provided by this Optional Coverage, Paragraph **G.1.c.(5)** of the **Outdoor Signs Optional Coverage** does not apply.

e. If a dollar deductible is shown in the Declarations for this Optional Coverage, we will first subtract the applicable deductible amount from any loss we would otherwise pay. We will then pay the amount of loss in excess of the applicable deductible up to the applicable limit for this coverage.

If no optional deductible is chosen for this Optional Coverage, the Property Deductible shown in the Declarations applies.

f. With respect to Additional Coverages **5.f.** Business Income and **5.g.** Extra Expense, if the 72-hour time period in the definition of "period of restoration" (hereinafter referred to as time deductible) is amended for this Optional Coverage as shown in the Declarations, we will not pay for any Business Income loss that occurs during the consecutive number of hours shown as the time deductible in the Declarations immediately following a mechanical breakdown or electrical failure. If a time deductible is shown in days, each day shall mean 24 consecutive hours.

With respect to the coverage provided by this Optional Coverage, any time deductible shown in the Declarations for Equipment Breakdown Protection Coverage supersedes any time deductible otherwise applicable to the Business Income coverage provided by this policy.

g. With respect to the coverage provided by this Optional Coverage, Paragraph **H. Property Definitions** is amended as follows:

1. "Computer" means:

a. Programmable electronic equipment that is used to store, retrieve and process data; and

 © Insurance Services Office, Inc., 2012

b. Associated peripheral equipment that provides communication, including input and output functions such as printing and auxiliary functions such as data transmission.

"Computer" includes those used to operate production-type machinery or equipment.

h. Whenever any covered pressure, mechanical or electrical machinery and equipment is found to be in, or exposed to, a dangerous condition, any of our representatives may suspend coverage provided by this Optional Coverage for loss from a mechanical breakdown or electrical failure to that pressure, mechanical or electrical machinery and equipment.

However, coverage provided by this Optional Coverage may be reinstated for loss from a mechanical breakdown or electrical failure to that pressure, mechanical or electrical machinery and equipment if the reasons for the suspension are found by any of our representatives to no longer exist.

We may suspend or reinstate this Optional coverage by mailing or delivering a written notification regarding the suspension or reinstatement to:

(1) Your last known address; or

(2) The address where the pressure, mechanical or electrical machinery and equipment is located.

This notification will indicate the effective date of the suspension or reinstatement.

If the coverage provided by this Optional Coverage is not reinstated, you will get a pro rata refund of premium. But the suspension will be effective even if we have not yet made or offered a refund.

H. Property Definitions

1. "Computer" means:

a. Programmable electronic equipment that is used to store, retrieve and process data; and

b. Associated peripheral equipment that provides communication, including input and output functions such as printing and auxiliary functions such as data transmission.

"Computer" does not include those used to operate production-type machinery or equipment.

2. "Counterfeit money" means an imitation of "money" that is intended to deceive and to be taken as genuine.

3. "Electronic data" means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a "computer" or device connected to it, which enable the "computer" or device to receive, process, store, retrieve or send data.

4. "Fungi" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.

5. "Manager" means a person serving in a directorial capacity for a limited liability company.

6. "Member" means an owner of a limited liability company represented by its membership interest, who also may serve as a "manager".

7. "Money" means:

a. Currency, coins and bank notes in current use and having a face value; and

b. Traveler's checks, register checks and money orders held for sale to the public.

8. "Operations" means your business activities occurring at the described premises.

9. "Period of restoration":

a. Means the period of time that:

(1) Begins:

(a) 72 hours after the time of direct physical loss or damage for Business Income Coverage; or

(b) Immediately after the time of direct physical loss or damage for Extra Expense Coverage;

caused by or resulting from any Covered Cause of Loss at the described premises; and

(2) Ends on the earlier of:

(a) The date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality; or

(b) The date when business is resumed at a new permanent location.

b. Does not include any increased period required due to the enforcement of or compliance with any ordinance or law that:

(1) Regulates the construction, use or repair, or requires the tearing down of any property; or

(2) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

The expiration date of this policy will not cut short the "period of restoration".

10. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

11. "Securities" means negotiable and nonnegotiable instruments or contracts representing either "money" or other property and includes:

a. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and

b. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you;

but does not include "money".

12. "Specified causes of loss" means the following:

Fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow, ice or sleet; water damage.

a. Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:

(1) The cost of filling sinkholes; or

(2) Sinking or collapse of land into man-made underground cavities.

b. Falling objects does not include loss of or damage to:

(1) Personal property in the open; or

(2) The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.

c. Water damage means:

(1) Accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of any part of a system or appliance (other than a sump system including its related equipment and parts) containing water or steam; and

(2) Accidental discharge or leakage of water or waterborne material as the direct result of the breaking apart or cracking of a water or sewer pipe that is located off the described premises and is part of a municipal potable water supply system or municipal sanitary sewer system, if the breakage or cracking is caused by wear and tear.

But water damage does not include loss or damage otherwise excluded under the terms of the Water Exclusion. Therefore, for example, there is no coverage in the situation in which discharge or leakage of water results from the breaking apart or cracking of a pipe which was caused by or related to weather-induced flooding, even if wear and tear contributed to the breakage or cracking. As another example, and also in accordance with the terms of the Water Exclusion, there is no coverage for loss or damage caused by or related to weather-induced flooding which follows or is exacerbated by pipe breakage or cracking attributable to wear and tear.

To the extent that accidental discharge or leakage of water falls within the criteria set forth in **c.(1)** or **c.(2)** of this definition of "specified causes of loss", such water is not subject to the provisions of the Water Exclusion which preclude coverage for surface water or water under the ground surface.

13. "Stock" means merchandise held in storage or for sale, raw materials and in-process or finished goods, including supplies used in their packing or shipping.

 © Insurance Services Office, Inc., 2012

14. "Valuable papers and records" means inscribed, printed or written:

a. Documents;

b. Manuscripts; and

c. Records;

including abstracts, books, deeds, drawings, films, maps or mortgages.

But "valuable papers and records" does not mean "money" or "securities".

SECTION II – LIABILITY

A. Coverages

1. Business Liability

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" or any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Paragraph **D.** Liability And Medical Expenses Limits Of Insurance in Section **II** – Liability; and

(2) Our right and duty to defend end when we have used up the applicable Limit of Insurance in the payment of judgments or settlements or medical expenses.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Paragraph **f.** Coverage Extension – Supplementary Payments.

b. This insurance applies:

(1) To "bodily injury" and "property damage" only if:

(a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(b) The "bodily injury" or "property damage" occurs during the policy period; and

(c) Prior to the policy period, no insured listed under Paragraph **C.1.** Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known before the policy period.

(2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph **C.1.** Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **C.1.** Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

f. Coverage Extension – Supplementary Payments

(1) We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

(a) All expenses we incur.

(b) Up to $250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.

(c) The cost of bonds to release attachments, but only for bond amounts within our Limit of Insurance. We do not have to furnish these bonds.

(d) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $250 a day because of time off from work.

(e) All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

(f) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.

(g) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the limit of liability.

(2) If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

(a) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

(b) This insurance applies to such liability assumed by the insured;

(c) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

(d) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

(e) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

(f) The indemnitee:

(i) Agrees in writing to:

i. Cooperate with us in the investigation, settlement or defense of the "suit";

ii. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

iii. Notify any other insurer whose coverage is available to the indemnitee; and

© Insurance Services Office, Inc., 2012

iv. Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(ii) Provides us with written authorization to:

i. Obtain records and other information related to the "suit"; and

ii. Conduct and control the defense of the indemnitee in such "suit".

(3) So long as the conditions in Paragraph **(2)** are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **B.1.b.(2)** Exclusions in Section **II** – Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

(a) We have used up the applicable Limit of Insurance in the payment of judgments or settlements; or

(b) The conditions set forth above, or the terms of the agreement described in Paragraph **(2)(f)** above, are no longer met.

2. Medical Expenses

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(a) The accident takes place in the "coverage territory" and during the policy period;

(b) The expenses are incurred and reported to us within one year of the date of the accident; and

(c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the Limits of Insurance of Section **II** – Liability. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

B. Exclusions

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims allege negligence or other wrongdoing in:

(a) The supervision, hiring, employment, training or monitoring of others by an insured; or

(b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph **(1), (2)** or **(3)** above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **(1)** above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

 © Insurance Services Office, Inc., 2012

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used to carry persons or property for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged; or

(b) The operation of any of the following machinery or equipment:

(i) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(ii) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition or stunting activity.

i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by government authority in hindering or defending against any of these.

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" caused by the rendering or failure to render any professional service. This includes but is not limited to:

(1) Legal, accounting or advertising services;

(2) Preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications;

(3) Supervisory, inspection or engineering services;

(4) Medical, surgical, dental, X-ray or nursing services treatment, advice or instruction;

(5) Any health or therapeutic service treatment, advice or instruction;

(6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;

 © Insurance Services Office, Inc., 2012

(7) Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

(8) Body piercing services; and

(9) Services in the practice of pharmacy.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering or failure to render of any professional service.

k. Damage To Property

"Property damage" to:

(1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractor or subcontractor working directly or indirectly on your behalf is performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate Limit of Insurance applies to Damage To Premises Rented To You as described in Paragraph **D.** Liability And Medical Expenses Limits Of Insurance in Section **II** – Liability.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3), (4), (5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

l. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

m. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

n. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

o. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

p. Personal And Advertising Injury

"Personal and advertising injury":

(1) Caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury";

(2) Arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity;

(3) Arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period;

(4) For which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;

(5) Arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement";

(6) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";

(7) Arising out of the wrong description of the price of goods, products or services stated in your "advertisement";

(8) Committed by an insured whose business is:

(a) Advertising, broadcasting, publishing or telecasting;

(b) Designing or determining content of web sites for others; or

(c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **14.a., b.** and **c.** of "personal and advertising injury" under Paragraph **F.** Liability And Medical Expenses Definitions.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting;

(9) Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time;

(10) With respect to any loss, cost or expense arising out of any:

(a) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants";

(11) Arising out of an electronic chatroom or bulletin board the insured hosts, owns or over which the insured exercises control;

(12) Arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan;

(13) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers.

q. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

 © Insurance Services Office, Inc., 2012

As used in this exclusion, electronic data means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.

r. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

s. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury", "property damage" or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions **c., d., e., f., g., h., i., k., l., m., n.** and **o.** in Section **II** – Liability do not apply to damage by fire to premises while rented to you, or temporarily occupied by you with permission of the owner. A separate Damage To Premises Rented To You Limit of Insurance applies to this coverage as described in Paragraph **D.** Liability And Medical Expenses Limits of Insurance in Section **II** – Liability.

2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. To any insured, except "volunteer workers".

b. To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. To a person injured on that part of premises you own or rent that the person normally occupies.

d. To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Included within the "products-completed operations hazard".

g. Excluded under Business Liability Coverage.

3. Applicable To Both Business Liability Coverage And Medical Expenses Coverage – Nuclear Energy Liability Exclusion

This insurance does not apply:

a. Under Business Liability Coverage, to "bodily injury" or "property damage":

(1) With respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which:

(a) Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or

(b) The insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

b. Under Medical Expenses Coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

c. Under Business Liability Coverage, to "bodily injury" or "property damage" resulting from the "hazardous properties" of the "nuclear material"; if:

(1) The "nuclear material":

(a) Is at any "nuclear facility" owned by, or operated by or on behalf of, an insured; or

(b) Has been discharged or dispersed therefrom;

(2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

(3) The "bodily injury" or "property damage" arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility"; but if such facility is located within the United States of America, its territories or possessions or Canada, this Exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

d. As used in this exclusion:

(1) "By-product material" has the meaning given it in the Atomic Energy Act of 1954 or in any law amendatory thereof;

(2) "Hazardous properties" include radioactive, toxic or explosive properties;

(3) "Nuclear facility" means:

(a) Any "nuclear reactor";

(b) Any equipment or device designed or used for:

(i) Separating the isotopes of uranium or plutonium;

(ii) Processing or utilizing "spent fuel"; or

(iii) Handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

(4) "Nuclear material" means "source material", "special nuclear material" or "by-product material";

(5) "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

(6) "Property damage" includes all forms of radioactive contamination of property;

(7) "Source material" has the meaning given it in the Atomic Energy Act of 1954 or in any law amendatory thereof;

(8) "Special nuclear material" has the meaning given it in the Atomic Energy Act of 1954 or in any law amendatory thereof;

(9) "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";

 © Insurance Services Office, Inc., 2012

(10) "Waste" means any waste material:

(a) Containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content; and

(b) Resulting from the operation by any person or organization of any "nuclear facility" included under Paragraphs **(a)** and **(b)** of the definition of "nuclear facility".

C. Who Is An Insured

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of Paragraph **(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(a)** or **(b);** or

(d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

(a) Owned, occupied or used by;

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this policy.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. Liability And Medical Expenses Limits Of Insurance

1. The Limits of Insurance of Section **II** – Liability shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. The most we will pay for the sum of all damages because of all:

a. "Bodily injury", "property damage" and medical expenses arising out of any one "occurrence"; and

b. "Personal and advertising injury" sustained by any one person or organization;

is the Liability and Medical Expenses limit shown in the Declarations. But the most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses limit shown in the Declarations.

3. The most we will pay under Business Liability Coverage for damages because of "property damage" to a premises while rented to you or in the case of fire while rented to you or temporarily occupied by you with permission of the owner is the applicable Damage To Premises Rented To You limit shown for that premises in the Declarations. For a premises temporarily occupied by you, the applicable limit will be the highest Damage To Premises Rented To You limit shown in the Declarations.

4. Aggregate Limits

The most we will pay for:

a. All "bodily injury" and "property damage" that is included in the "products-completed operations hazard" is twice the Liability and Medical Expenses limit.

b. All:

(1) "Bodily injury" and "property damage" except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";

(2) Plus medical expenses;

(3) Plus all "personal and advertising injury" caused by offenses committed;

is twice the Liability and Medical Expenses limit.

Subject to Paragraph **a.** or **b.** above, whichever applies, the Damage To Premises Rented To You limit is the most we will pay for damages because of "property damage" to any one premises, while rented to you, or in the case of fire, while rented to you or temporarily occupied by you with permission of the owner.

The Limits of Insurance of Section **II** – Liability apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. Liability And Medical Expenses General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this policy.

 © Insurance Services Office, Inc., 2012

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this policy:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable Limit of Insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Separation Of Insureds

Except with respect to the Limits of Insurance of Section **II** – Liability, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

F. Liability And Medical Expenses Definitions

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph **a.** above; or

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in Paragraph **a.** above;

(2) The activities of a person whose home is in the territory described in Paragraph **a.** above, but is away for a short time on your business; or

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits in the territory described in Paragraph **a.** above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

(1) The repair, replacement, adjustment or removal of "your product" or "your work"; or

(2) Your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;

(2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(2)** above and supervisory, inspection or engineering services.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

 © Insurance Services Office, Inc., 2012

11. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, on which are permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in Paragraph **a., b., c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in Paragraph **a., b., c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where they are licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law or motor vehicle registration law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral or written publication, in any manner, of material that violates a person's right of privacy;

f. The use of another's advertising idea in your "advertisement"; or

g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

15. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at the job site has been put to its intended use by any other person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or

(2) The existence of tools, uninstalled equipment or abandoned or unused materials.

17. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage", or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

 © Insurance Services Office, Inc., 2012

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

SECTION III – COMMON POLICY CONDITIONS (APPLICABLE TO SECTION I – PROPERTY AND SECTION II – LIABILITY)

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

a. Five days before the effective date of cancellation if any one of the following conditions exists at any building that is Covered Property in this policy:

(1) The building has been vacant or unoccupied 60 or more consecutive days. This does not apply to:

(a) Seasonal unoccupancy; or

(b) Buildings in the course of construction, renovation or addition. Buildings with 65% or more of the rental units or floor area vacant or unoccupied are considered unoccupied under this provision.

(2) After damage by a Covered Cause of Loss, permanent repairs to the building:

(a) Have not started; and

(b) Have not been contracted for;

within 30 days of initial payment of loss.

(3) The building has:

(a) An outstanding order to vacate;

(b) An outstanding demolition order; or

(c) Been declared unsafe by governmental authority.

(4) Fixed and salvageable items have been or are being removed from the building and are not being replaced. This does not apply to such removal that is necessary or incidental to any renovation or remodeling.

(5) Failure to:

(a) Furnish necessary heat, water, sewer service or electricity for 30 consecutive days or more, except during a period of seasonal unoccupancy; or

(b) Pay property taxes that are owing and have been outstanding for more than one year following the date due, except that this provision will not apply where you are in a bona fide dispute with the taxing authority regarding payment of such taxes.

b. 10 days before the effective date of cancellation if we cancel for nonpayment of premium.

c. 30 days before the effective date of cancellation if we cancel for any other reason.

3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.

4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Concealment, Misrepresentation Or Fraud

This policy is void in any case of fraud by you as it relates to this policy at any time. It is also void if you or any other insured, at any time, intentionally conceals or misrepresents a material fact concerning:

1. This policy;

2. The Covered Property;

3. Your interest in the Covered Property; or

4. A claim under this policy.

D. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

E. Inspections And Surveys

1. We have the right to:

a. Make inspections and surveys at any time;

b. Give you reports on the conditions we find; and

c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

a. Are safe and healthful; or

b. Comply with laws, regulations, codes or standards.

3. Paragraphs **1.** and **2.** of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph **2.** of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

F. Insurance Under Two Or More Coverages

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

G. Liberalization

If we adopt any revision that would broaden the coverage under this policy without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this policy.

H. Other Insurance

1. If there is other insurance covering the same loss or damage, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance of Section **I** – Property.

2. Business Liability Coverage is excess over:

a. Any other insurance that insures for direct physical loss or damage; or

b. Any other primary insurance available to you covering liability for damages arising out of the premises or operations for which you have been added as an additional insured.

3. When this insurance is excess, we will have no duty under Business Liability Coverage to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

I. Premiums

1. The first Named Insured shown in the Declarations:

a. Is responsible for the payment of all premiums; and

b. Will be the payee for any return premiums we pay.

2. The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

 © Insurance Services Office, Inc., 2012

3. With our consent, you may continue this policy in force by paying a continuation premium for each successive one-year period. The premium must be:

   a. Paid to us prior to the anniversary date; and

   b. Determined in accordance with Paragraph **2.** above.

   Our forms then in effect will apply. If you do not pay the continuation premium, this policy will expire on the first anniversary date that we have not received the premium.

4. Undeclared exposures or change in your business operation, acquisition or use of locations may occur during the policy period that are not shown in the Declarations. If so, we may require an additional premium. That premium will be determined in accordance with our rates and rules then in effect.

J. Premium Audit

1. This policy is subject to audit if a premium designated as an advance premium is shown in the Declarations. We will compute the final premium due when we determine your actual exposures.

2. Premium shown in this policy as advance premium is a deposit premium only. At the close of each audit period, we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

3. The first Named Insured must keep records of the information we need for premium computation and send us copies at such times as we may request.

K. Transfer Of Rights Of Recovery Against Others To Us

1. Applicable to Businessowners Property Coverage:

   If any person or organization to or for whom we make payment under this policy has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

   a. Prior to a loss to your Covered Property.

   b. After a loss to your Covered Property only if, at time of loss, that party is one of the following:

      (1) Someone insured by this insurance;

      (2) A business firm:

         (a) Owned or controlled by you; or

         (b) That owns or controls you; or

      (3) Your tenant.

   You may also accept the usual bills of lading or shipping receipts limiting the liability of carriers.

   This will not restrict your insurance.

2. Applicable to Businessowners Liability Coverage:

   If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

L. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

BUSINESSOWNERS COMMON POLICY CONDITIONS

All coverages of this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

a. 5 days before the effective date of cancellation if any one of the following conditions exists at any building that is Covered Property in this policy.

(1) The building has been vacant or unoccupied 60 or more consecutive days. This does not apply to:

(a) Seasonal unoccupancy; or

(b) Buildings in the course of construction, renovation or addition.

Buildings with 65% or more of the rental units or floor area vacant or unoccupied are considered unoccupied under this provision.

(2) After damage by a covered cause of loss, permanent repairs to the building:

(a) Have not started, and

(b) Have not been contracted for,

within 30 days of initial payment of loss.

(3) The building has:

(a) An outstanding order to vacate;

(b) An outstanding demolition order; or

(c) Been declared unsafe by governmental authority.

(4) Fixed and salvageable items have been or are being removed from the building and are not being replaced. This does not apply to such removal that is necessary or incidental to any renovation or remodeling.

(5) Failure to:

(a) Furnish necessary heat, water, sewer service or electricity for 30 consecutive days or more, except during a period of seasonal unoccupancy; or

(b) Pay property taxes that are owing and have been outstanding for more than one year following the date due, except that this provision will not apply where you are in a bona fide dispute with the taxing authority regarding payment of such taxes.

b. 10 days before the effective date of cancellation if we cancel for nonpayment of premium.

c. 30 days before the effective date of cancellation if we cancel for any other reason.

3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.

4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

 Copyright, Insurance Services Office, Inc., 1997

C. Concealment, Misrepresentation Or Fraud

This policy is void in any case of fraud by you as it relates to this policy at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:

1. This policy;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this policy.

D. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

E. Inspections And Surveys

We have the right but are not obligated to:

1. Make inspections and surveys at any time;
2. Give you reports on the conditions we find; and
3. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

1. Are safe or healthful; or
2. Comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

F. Insurance Under Two Or More Coverages

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

G. Liberalization

If we adopt any revision that would broaden the coverage under this policy without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this policy.

H. Other Insurance

1. If there is other insurance covering the same loss or damage, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.
2. Business Liability Coverage is excess over any other insurance that insures for direct physical loss or damage.
3. When this insurance is excess, we will have no duty under Business Liability Coverage to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so; but we will be entitled to the insured's rights against all those other insurers.

I. Premiums

1. The first Named Insured shown in the Declarations:
   a. Is responsible for the payment of all premiums; and
   b. Will be the payee for any return premiums we pay.
2. The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.
3. With our consent, you may continue this policy in force by paying a continuation premium for each successive one-year period. The premium must be:
   a. Paid to us prior to the anniversary date; and

 Copyright, Insurance Services Office, Inc., 1997

b. Determined in accordance with Paragraph **2.** above.

Our forms then in effect will apply. If you do not pay the continuation premium, this policy will expire on the first anniversary date that we have not received the premium.

4. Undeclared exposures or change in your business operation, acquisition or use of locations may occur during the policy period that are not shown in the Declarations. If so, we may require an additional premium. That premium will be determined in accordance with our rates and rules then in effect.

J. Premium Audit

1. This policy is subject to audit if a premium designated as an advance premium is shown in the Declarations. We will compute the final premium due when we determine your actual exposures.

2. Premium shown in this policy as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

3. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

K. Transfer Of Rights Of Recovery Against Others To Us

1. Applicable to Businessowners Property Coverage:

If any person or organization to or for whom we make payment under this policy has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

a. Prior to a loss to your Covered Property.

b. After a loss to your Covered Property only if, at time of loss, that party is one of the following:

(1) Someone insured by this insurance;

(2) A business firm:

(a) Owned or controlled by you; or

(b) That owns or controls you; or

(3) Your tenant.

You may also accept the usual bills of lading or shipping receipts limiting the liability of carriers.

This will not restrict your insurance.

2. Applicable to Businessowners Liability Coverage:

If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

L. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

 Copyright, Insurance Services Office, Inc., 1997

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA CHANGES

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM
INFORMATION SECURITY PROTECTION ENDORSEMENT

A. Section I – Property is amended as follows:

1. With respect to an "open policy", the following is added to any provision which uses the term actual cash value:

a. In the event of a total loss to a building or structure, actual cash value is calculated as the Limit of Insurance applicable to that building or structure or the fair market value of the building or structure, whichever is less.

b. In the event of a partial loss to a building or structure, actual cash value is calculated as **b.(1)** or **b.(2),** whichever is less:

(1) The amount it would cost to repair, rebuild or replace the property less a fair and reasonable deduction for physical depreciation of the components of the building or structure that are normally subject to repair or replacement during its useful life. Physical depreciation is based upon the condition of the property at the time of loss;

(2) The Limit of Insurance applicable to the property.

c. In the event of a partial or total loss to Covered Property other than a building or structure, actual cash value is calculated as **c.(1)** or **c.(2),** whichever is less:

(1) The amount it would cost to repair or replace the property less a fair and reasonable deduction for physical depreciation, based on the condition of the property at the time of loss;

(2) The Limit of Insurance applicable to the property.

d. An "open policy" is a policy under which the value of Covered Property is not fixed at policy inception, but is determined at the time of loss in accordance with policy provisions on valuation.

2. Paragraph **E.2. Appraisal** Property Loss Conditions is replaced by the following:

2. Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written request for an appraisal of the loss. If the request is accepted, each party will select a competent and impartial appraiser. Each party shall notify the other of the appraiser selected within 20 days of the request. The two appraisers will select an umpire. If they cannot agree within 15 days, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

a. Pay its chosen appraiser; and

b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

3. Paragraph **E.5.d.(1)(c)** of the **Loss Payment** Property Loss Conditions is deleted.

 © Insurance Services Office, Inc., 2016

4. Paragraphs **E.5.d.(1)(d)** and **E.5.d.(5)** of the **Loss Payment** Property Loss Conditions are replaced as follows:

(d) We will not pay on a replacement cost basis for any loss or damage until the lost or damaged property is actually repaired or replaced. Prior to such repair or replacement, we will pay the actual cash value of the lost or damaged property as described in Paragraph **A.1.** of this Endorsement. If the actual cash value does not exhaust the applicable Limit of Insurance, we will then pay the difference between the actual cash value and the replacement cost, provided that the repair or replacement is completed:

(i) Within 12 months after we pay the actual cash value; or

(ii) Within 24 months after we pay the actual cash value if the loss or damage relates to a state of emergency as described in Section 8558 of the Government Code;

unless we extend the time period for good cause.

Nothing in this Paragraph **(d)** constitutes a waiver of our right to deny the claim for any valid reason or to restrict payment in cases of suspected fraud.

(5) Tenants' improvements and betterments at:

(a) Replacement cost in accordance with the terms set forth in Paragraph **(d)** above.

(b) A proportion of your original cost if the property is not repaired or replaced. We will determine the proportionate value as follows:

(i) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and

(ii) Divide the amount determined in **(i)** above by the number of days from the installation of improvements to the expiration of the lease.

If your lease contains a renewal option, the expiration of the renewal option period will replace the expiration of the lease in this procedure.

(c) Nothing if others pay for repairs or replacement.

B. Section III – Common Policy Conditions is amended as follows:

1. Paragraphs **A.2.** and **A.3. Cancellation** are replaced by the following:

2. All Policies In Effect For 60 Days Or Less

If this Policy has been in effect for 60 days or less, and is not a renewal of a policy we have previously issued, we may cancel this Policy by mailing or delivering to the first Named Insured at the mailing address shown in the Policy and to the producer of record, advance written notice of cancellation, stating the reason for cancellation, at least:

a. 10 days before the effective date of cancellation if we cancel for:

(1) Nonpayment of premium; or

(2) Discovery of fraud by:

(a) Any insured or his or her representative in obtaining this insurance; or

(b) You or your representative in pursuing a claim under this Policy.

b. 30 days before the effective date of cancellation if we cancel for any other reason.

3. All Policies In Effect For More Than 60 Days

a. If this Policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this Policy only upon the occurrence, after the effective date of the Policy, of one or more of the following:

(1) Nonpayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks.

 © Insurance Services Office, Inc., 2016

(2) Discovery of fraud or material misrepresentation by:

(a) Any insured or his or her representative in obtaining this insurance; or

(b) You or your representative in pursuing a claim under this Policy.

(3) A judgment by a court or an administrative tribunal that you have violated a California or federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.

(4) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against.

(5) Failure by you or your representative to implement reasonable loss control requirements, agreed to by you as a condition of policy issuance, or which were conditions precedent to our use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.

(6) A determination by the Commissioner of Insurance that the:

(a) Loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or

(b) Continuation of the policy coverage would:

(i) Place us in violation of California law or the laws of the state where we are domiciled; or

(ii) Threaten our solvency.

(7) A change by you or your representative in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the Policy.

b. We will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the first Named Insured, at the mailing address shown in the Policy, and to the producer of record, at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium or discovery of fraud; or

(2) 30 days before the effective date of cancellation if we cancel for any other reason listed in Paragraph **3.a.**

2. The following provision is added to Paragraph **A. Cancellation:**

7. Residential Property

This provision applies to coverage on real property which is used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household personal property in a residential unit. If such coverage has been in effect for 60 days or less and is not a renewal of coverage we previously issued, we may cancel this coverage for any reason, except that we may not cancel this Policy solely because:

a. Corrosive soil conditions exist on the premises; or

b. The first Named Insured has:

(1) Accepted an offer of earthquake coverage; or

(2) Cancelled or did not renew a policy issued by the California Earthquake Authority (CEA) that included an earthquake policy premium surcharge.

However, we shall cancel this Policy if the first Named Insured has accepted a new or renewal policy issued by the CEA that includes an earthquake policy premium surcharge but fails to pay the earthquake policy premium surcharge authorized by the CEA.

3. Paragraph **C. Concealment, Misrepresentation Or Fraud** is replaced by the following with respect to loss or damage caused by fire:

We do not provide coverage to the insured who, whether before or after a loss, has committed fraud or intentionally concealed or misrepresented any material fact or circumstance concerning:

a. This Policy;

b. The Covered Property;

c. That insured's interest in the Covered Property; or

d. A claim under this Policy.

4. Paragraph **C. Concealment, Misrepresentation Or Fraud** is replaced by the following with respect to loss or damage caused by a Covered Cause of Loss other than fire:

This Policy is void if any insured, whether before or after a loss, has committed fraud or intentionally concealed or misrepresented any material fact or circumstance concerning:

a. This Policy;

b. The Covered Property;

c. An insured's interest in the Covered Property; or

d. A claim under this Policy.

5. Paragraph **H.1. Other Insurance** is replaced by the following (with respect to coverage provided under Section **I** – Property):

If there is other insurance covering the same loss or damage, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance bears to the Limits of Insurance of all insurance covering on the same basis.

We will not pay more than the applicable Limit of Insurance of Section **I** – Property.

6. The following paragraph is added and supersedes any provisions to the contrary:

M. Nonrenewal

1. Subject to the provisions of Paragraphs **2.** and **3.** below, if we elect not to renew this Policy, we will mail or deliver written notice stating the reason for nonrenewal to the first Named Insured shown in the Declarations and to the producer of record, at least 60 days, but not more than 120 days, before the expiration or anniversary date.

We will mail or deliver our notice to the first Named Insured, and to the producer of record, at the mailing address shown in the Policy.

2. Residential Property

This provision applies to coverage on real property used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household property contained in a residential unit.

We may elect not to renew such coverage for any reason, except that we will not refuse to renew such coverage solely because:

a. The first Named Insured has accepted an offer of earthquake coverage.

However, the following applies only to insurers who are associate participating insurers as established by Cal. Ins. Code Section 10089.16. We may elect not to renew such coverage after the first Named Insured has accepted an offer of earthquake coverage, if one or more of the following reasons applies:

(1) The nonrenewal is based on sound underwriting principles that relate to the coverages provided by this Policy and that are consistent with the approved rating plan and related documents filed with the Department of Insurance as required by existing law;

(2) The Commissioner of Insurance finds that the exposure to potential losses will threaten our solvency or place us in a hazardous condition. A hazardous condition includes, but is not limited to, a condition in which we make claims payments for losses resulting from an earthquake that occurred within the preceding two years and that required a reduction in policyholder surplus of at least 25% for payment of those claims; or

(3) We have:

(a) Lost or experienced a substantial reduction in the availability or scope of reinsurance coverage; or

 © Insurance Services Office, Inc., 2016

(b) Experienced a substantial increase in the premium charged for reinsurance coverage of our residential property insurance policies; and

the Commissioner has approved a plan for the nonrenewals that is fair and equitable, and that is responsive to the changes in our reinsurance position.

b. The first Named Insured has cancelled or did not renew a policy, issued by the California Earthquake Authority that included an earthquake policy premium surcharge.

c. Corrosive soil conditions exist on the premises.

3. We are not required to send notice of nonrenewal in the following situations:

a. If the transfer or renewal of a policy, without any changes in terms, conditions or rates, is between us and a member of our insurance group.

b. If the Policy has been extended for 90 days or less, provided that notice has been given in accordance with Paragraph **1.**

c. If you have obtained replacement coverage, or if the first Named Insured has agreed, in writing, within 60 days of the termination of the Policy, to obtain that coverage.

d. If the Policy is for a period of no more than 60 days and you are notified at the time of issuance that it will not be renewed.

e. If the first Named Insured requests a change in the terms or conditions or risks covered by the Policy within 60 days of the end of the policy period.

f. If we have made a written offer to the first Named Insured, in accordance with the timeframes shown in Paragraph **1.,** to renew the Policy under changed terms or conditions or at an increased premium rate, when the increase exceeds 25%.

C. The following changes apply only to Information Security Protection Endorsement **BP 15 07** if it is attached to this Policy:

1. Paragraph **(2)** of Insuring Agreement **d. Security Breach Liability** is replaced by the following:

(2) We will pay for "defense expenses" as a result of a "claim" in the form of a "regulatory proceeding" first made against the insured during the "policy period" or during the applicable Extended Reporting Period, in response to a "wrongful act" or a series of "interrelated wrongful acts" covered under Paragraph **d.(1).**

2. Paragraph **d.** of the definition of "loss" in Paragraph **V.** is replaced by the following:

d. With respect to Insuring Agreements **d.** Security Breach Liability and **g.** Web Site Publishing Liability:

Compensatory damages, settlement amounts and costs awarded pursuant to judgments or settlements.

"Loss" does not include:

(1) Civil or criminal fines or penalties imposed by law;

(2) Punitive or exemplary damages;

(3) The multiplied portion of multiplied damages;

(4) Taxes;

(5) Royalties;

(6) The amount of any disgorged profits; or

(7) Matters that are uninsurable pursuant to law.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Designation Of Premises (Part Leased To You): Kadix Limited, LLC and Lynx Property Management, Inc., c/o Lynx Property Management, Inc. 924 Laguna Street, Ste. B, Santa Barbara, CA 93101
Name Of Person(s) Or Organization(s) (Additional Insured): Malibu Casitas II, LP (Lessor - property owner) and LYNX Property Management, Inc., (Lessor - property manager)
Additional Premium: **$** $0.00
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Liability is amended as follows:

A. The following is added to Paragraph **C. Who Is An Insured:**

3. The person(s) or organization(s) shown in the Schedule is also an additional insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule.

However:

a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

This insurance does not apply to:

1. Any "occurrence" that takes place after you cease to be a tenant in the premises described in the Schedule.

2. Structural alterations, new construction or demolition operations performed by or for the person(s) or organization(s) designated in the Schedule.

C. With respect to the insurance afforded to these additional insureds, the following is added to Paragraph **D. Liability And Medical Expenses Limits Of Insurance:**

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

1. Required by the contract or agreement; or

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

whichever is less.

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

 © Insurance Services Office, Inc., 2012

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HIRED AUTO AND NON-OWNED AUTO LIABILITY

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Coverage	Additional Premium
A. Hired Auto Liability	**$**
B. Non-owned Auto Liability	**$**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Insurance is provided only for those coverages for which a specific premium charge is shown in the Declarations or in the Schedule.

1. Hired Auto Liability

The insurance provided under Paragraph **A.1. Business Liability** in **Section II – Liability** applies to "bodily injury" or "property damage" arising out of the maintenance or use of a "hired auto" by you or your "employees" in the course of your business.

2. Non-owned Auto Liability

The insurance provided under Paragraph **A.1. Business Liability** in **Section II – Liability** applies to "bodily injury" or "property damage" arising out of the use of any "non-owned auto" in your business by any person.

B. For insurance provided by this endorsement only:

1. The exclusions under Paragraph **B.1. Applicable To Business Liability Coverage** in **Section II – Liability,** other than Exclusions **a., b., d., f.** and **i.** and the **Nuclear Energy Liability Exclusion,** are deleted and replaced by the following:

a. "Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **(1)** above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of injury.

This exclusion does not apply to:

(1) Liability assumed by the insured under an "insured contract"; or

(2) "Bodily injury" arising out of and in the course of domestic employment by the insured unless benefits for such injury are in whole or in part either payable or required to be provided under any workers' compensation law.

b. "Property damage" to:

(1) Property owned or being transported by, or rented or loaned to the insured; or

(2) Property in the care, custody or control of the insured.

 © Insurance Services Office, Inc., 2009 □

2. Paragraph **C. Who Is An Insured** in **Section II – Liability** is replaced by the following:

1. Each of the following is an insured under this endorsement to the extent set forth below:

a. You;

b. Any other person using a "hired auto" with your permission;

c. For a "non-owned auto":

(1) Any partner or "executive officer" of yours; or

(2) Any "employee" of yours;

but only while such "non-owned auto" is being used in your business; and

d. Any other person or organization, but only for their liability because of acts or omissions of an insured under **a., b.** or **c.** above.

2. None of the following is an insured:

a. Any person engaged in the business of his or her employer for "bodily injury" to any co-"employee" of such person injured in the course of employment, or to the spouse, child, parent, brother or sister of that co-"employee" as a consequence of such "bodily injury", or for any obligation to share damages with or repay someone else who must pay damages because of the injury;

b. Any partner or "executive officer" for any "auto" owned by such partner or officer or a member of his or her household;

c. Any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "auto business" you operate;

d. The owner or lessee (of whom you are a sublessee) of a "hired auto" or the owner of a "non-owned auto" or any agent or "employee" of any such owner or lessee; or

e. Any person or organization for the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

C. For the purposes of this endorsement only, Paragraph **H. Other Insurance** in **Section III – Common Policy Conditions** is replaced by the following:

This insurance is excess over any primary insurance covering the "hired auto" or "non-owned auto".

D. The following additional definitions apply:

1. "Auto business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".

2. "Hired auto" means any "auto" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", your partners or your "executive officers" or members of their households.

3. "Non-owned auto" means any "auto" you do not own, lease, hire, rent or borrow which is used in connection with your business. This includes "autos" owned by your "employees", your partners or your "executive officers", or members of their households, but only while used in your business or your personal affairs.

© Insurance Services Office, Inc., 2009

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The following exclusion is added to Paragraph **B.1. Exclusions – Applicable To Business Liability Coverage** in **Section II** – **Liability:**

This insurance does not apply to "bodily injury" or "personal and advertising injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraph **(a), (b)** or **(c)** above is directed.

This exclusion applies:

(1) Whether the injury-causing event described in Paragraph **(a), (b)** or **(c)** above occurs before employment, during employment or after employment of that person;

(2) Whether the insured may be liable as an employer or in any other capacity; and

(3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

 © Insurance Services Office, Inc., 2009 □

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT – LIQUOR LIABILITY EXCLUSION – EXCEPTION FOR SCHEDULED PREMISES OR ACTIVITIES

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Description Of Premises Or Activities:
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Paragraph **1.c.** under **B. Exclusions** in **Section II – Liability** is replaced by the following:

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person, including causing or contributing to the intoxication of any person because alcoholic beverages were permitted to be brought on your premises, for consumption on your premises;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims allege negligence or other wrongdoing in:

(a) The supervision, hiring, employment, training or monitoring of others by an insured; or

(b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph **(1), (2)** or **(3)** above.

This exclusion applies only if you:

(a) Manufacture, sell or distribute alcoholic beverages;

(b) Serve or furnish alcoholic beverages for a charge whether or not such activity:

(i) Requires a license;

(ii) Is for the purpose of financial gain or livelihood;

(c) Serve or furnish alcoholic beverages without a charge, if a license is required for such activity; or

(d) Permit any person to bring any alcoholic beverages on your premises, for consumption on your premises.

However, this exclusion does not apply to "bodily injury" or "property damage" arising out of:

(a) The selling, serving or furnishing of alcoholic beverages at the specific activity described in the Schedule; or

(b) Permitting any person to bring any alcoholic beverages on the premises described in the Schedule, for consumption on the premises described in the Schedule.

© Insurance Services Office, Inc., 2012

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROTECTIVE SAFEGUARDS

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Premises Number	Building Number	Protective Safeguards Symbols Applicable	Description Of "P-9" If Applicable
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.			

A. The following is added to the **Property General Conditions** in **Section I – Property:**

Protective Safeguards

1. As a condition of this insurance, you are required to maintain the protective devices or services listed in the Schedule above.

2. The protective safeguards to which this endorsement applies are identified by the following symbols:

a. "P-1" Automatic Sprinkler System, including related supervisory services.

Automatic Sprinkler System means:

(1) Any automatic fire protective or extinguishing system, including connected:

(a) Sprinklers and discharge nozzles;

(b) Ducts, pipes, valves and fittings;

(c) Tanks, their component parts and supports; and

(d) Pumps and private fire protection mains.

(2) When supplied from an automatic fire protective system:

(a) Nonautomatic fire protective systems; and

(b) Hydrants, standpipes and outlets.

b. "P-2" Automatic Fire Alarm, protecting the entire building, that is:

(1) Connected to a central station; or

(2) Reporting to a public or private fire alarm station.

c. "P-3" Security Service, with a recording system or watch clock, making hourly rounds covering the entire building, when the premises are not in actual operation.

d. "P-4" Service Contract, with a privately owned fire department providing fire protection service to the described premises.

e. "P-5" Automatic Commercial Cooking Exhaust And Extinguishing System, installed on cooking appliances and having the following components:

(1) Hood;

 © Insurance Services Office, Inc., 2012

(2) Grease removal device;

(3) Duct system; and

(4) Wet chemical fire extinguishing equipment.

f. "P-9", the protective system described in the Schedule.

B. The following is added to Paragraph **B. Exclusions** in **Section I – Property:**

We will not pay for loss or damages caused by or resulting from fire if, prior to the fire, you:

1. Knew of any suspension or impairment in any protective safeguard listed in the Schedule above and failed to notify us of that fact; or

2. Failed to maintain any protective safeguard listed in the Schedule above, and over which you had control, in complete working order.

If part of an Automatic Sprinkler System or Automatic Commercial Cooking Exhaust And Extinguishing System is shut off due to breakage, leakage, freezing conditions or opening of sprinkler heads, notification to us will not be necessary if you can restore full protection within 48 hours.

© Insurance Services Office, Inc., 2012

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – PERSONAL AND ADVERTISING INJURY

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The following is added to **Section II** – **Liability** and supersedes any provision to the contrary:

The insurance provided under Paragraph **A. Coverages** does not apply to "personal and advertising injury".

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
The City of Carpinteria
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Liability is amended as follows:

A. The following is added to Paragraph **C. Who Is An Insured:**

3. Any person(s) or organization(s) shown in the Schedule is also an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your ongoing operations or in connection with your premises owned by or rented to you.

However:

a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Paragraph **D. Liability And Medical Expenses Limits Of Insurance:**

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

1. Required by the contract or agreement; or

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

whichever is less.

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

 © Insurance Services Office, Inc., 2012

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL POLLUTION EXCLUSION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Exclusion **B.1.f. Pollution** in **Section II – Liability** is replaced by the following:

This insurance does not apply to:

f. Pollution

(1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or

(b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

 © ISO Properties, Inc., 2001 □

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Name Of Person Or Organization:
Kadix Limited, LLC and Lynx Property Management, Inc., c/o Lynx Property Management, Inc. 924 Laguna Street, Ste. B, Santa Barbara, CA 93101
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Paragraph **K. Transfer Of Rights Of Recovery Against Others To Us** in **Section III – Common Policy Conditions** is amended by the addition of the following:

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

 © ISO Properties, Inc., 2004 □

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAR OR TERRORISM EXCLUSION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM – SECTION II – LIABILITY

The following provisions apply to Section **II** – Liability:

A. Paragraph **B.1.i. Exclusions** is replaced by the following:

1. Applicable To Business Liability Coverage

This insurance does not apply to:

i. War Or Terrorism

"Bodily injury", "property damage" or "personal and advertising injury" arising directly or indirectly out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents;

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these; or

(4) "Terrorism", including any action taken in hindering or defending against an actual or expected incident of "terrorism";

regardless of any other cause or event that contributes concurrently or in any sequence to the injury or damage.

However, with respect to "terrorism", this exclusion only applies if one or more of the following are attributable to an incident of "terrorism":

(1) The total of insured damage to all types of property exceeds $25,000,000. In determining whether the $25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or

(2) Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:

(a) Physical injury that involves a substantial risk of death; or

(b) Protracted and obvious physical disfigurement; or

(c) Protracted loss of or impairment of the function of a bodily member or organ; or

(3) The "terrorism" involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or

(4) The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or

 © ISO Properties, Inc., 2002 □

(5) Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials.

Paragraphs **(1)** and **(2),** immediately preceding, describe the thresholds used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply for the purpose of determining whether the Terrorism Exclusion set forth in the first Paragraph **A.1.i.(4)** of this endorsement. will apply to that incident. When the Terrorism Exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Form.

In the event of any incident of "terrorism" that is not subject to the Terrorism Exclusion, coverage does not apply to any loss or damage that is otherwise excluded under this Coverage Form.

Multiple incidents of "terrorism" which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.

B. Paragraph **B.2.h.** Exclusions Applicable To Medical Expenses Coverage does not apply as Paragraph **B.2.g.** excludes medical expenses coverage for "bodily injury" which is excluded under Business Liability Coverage.

C. The following definition is added to Paragraph **F. Liability And Medical Expenses Definitions:**

"Terrorism" means activities against persons, organizations or property of any nature:

1. That involve the following or preparation for the following:

a. Use or threat of force or violence; or

b. Commission or threat of a dangerous act; or

c. Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

2. When one or both of the following applies:

a. The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or

b. It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

© ISO Properties, Inc., 2002

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMUNICABLE DISEASE EXCLUSION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The following exclusion is added to Paragraph **B. Exclusions** in **Section II – Liability:**

Communicable Disease

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the actual or alleged transmission of a communicable disease.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

a. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;

b. Testing for a communicable disease;

c. Failure to prevent the spread of the disease; or

d. Failure to report the disease to authorities.

 © Insurance Services Office, Inc., 2012

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The following is added to Paragraph **H. Other Insurance** of **Section III – Common Policy Conditions** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

1. The additional insured is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

 © Insurance Services Office, Inc., 2012

EXCLUSION FOR BLEACHER COLLAPSE

Named Insured			Endorsement Number
Two Trumpets Communications, LLC			BOP432450614
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
MLB	MLBCAF145405322-006	10-05-2023 **to** 10-05-2024	10-05-2023
Issued By (Name of Insurance Company)			
ACE Fire Underwriters Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following: BUSINESSOWNERS COVERAGE FORM

SECTION II – LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage, is amended to add the following exclusion:

This insurance does not apply to "bodily injury", "property damage", "personal and advertising injury", medical expenses or supplementary payments caused by or arising out of the collapse of any bleacher, grandstand, benches, boxes or other seating structures, whether or not such collapse is a partial or total collapse.

All other terms and conditions of this policy remain unchanged.

_____

Authorized Representative

ABSOLUTE ASBESTOS EXCLUSION

Named Insured			Endorsement Number
Two Trumpets Communications, LLC			BOP432620614
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
MLB	MLBCAF145405322-006	10-05-2023 **to** 10-05-2024	10-05-2023
Issued By (Name of Insurance Company)			
ACE Fire Underwriters Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following: BUSINESSOWNERS COVERAGE FORM

SECTION II – LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage, is amended to add the following exclusion:

This insurance does not apply to any loss, demand, claim or "suit" arising out of or in any way related in any way to asbestos or asbestos containing materials.

All other terms and conditions of this policy remain unchanged.

_____

Authorized Representative

EMPLOYER'S LIABILITY EXCLUSION

Named Insured			Endorsement Number
Two Trumpets Communications, LLC			BOP432630614
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
MLB	MLBCAF145405322-(	10-05-2023 **to** 10-05-2024	10-05-2023
Issued By (Name of Insurance Company)			
ACEFire			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SECTION II – LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage, exclusion **e. Employer's Liability** is deleted in its entirety and replaced by the following::

e. Employer's Liability

"Bodily injury" to:

(1) An "employee", "temporary worker" or "volunteer worker" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee", "temporary worker" or "volunteer worker" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

All other terms and conditions of this policy remain unchanged.

Authorized Representative

LEAD, SILICA AND ORGANIC PATHOGEN EXCLUSION

Named Insured			Endorsement Number
Two Trumpets Communications, LLC			BOP432640614
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
MLB	MLBCAF145405322-006	10-05-2023 **to** 10-05-2024	10-05-2023
Issued By (Name of Insurance Company)			
ACE Fire Underwriters Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following: BUSINESSOWNERS COVERAGE FORM

SECTION II – LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage, is amended to add the following exclusions:

This insurance does not apply to any:

1. injury, damage expense, cost, loss, liability or legal obligation arising out of or in any way related to the toxic properties of lead or lead-containing products, materials or substances. This exclusion applies to all forms of lead, including but not limited to solid, liquid, vapor and fumes.

2. "bodily injury", "property damage" or "personal and advertising injury" arising out of, resulting from, or in any way related to, in whole or in part, the respiration, inspiration, inhalation or breathing in of dust or particulate matter. Dust or particulate matter may include, but is not limited to: dust, particulate matter, inspirable dust, respirable dust, smoke, mist, dirt, fibers, grit, soot, salt, acids, bases, metals, aerosols, crystals, minerals, sand, silicates, or silica.

3. "bodily injury" "property damage", or "personal and advertising injury arising out of or in any way related to the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "organic pathogen", regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to "bodily injury", "property damage" or "personal and advertising injury".

   However, this exclusion does not apply to "bodily injury" arising out of the consumption of food products intended for human consumption.

   For the purposes of this endorsement, "organic pathogen" means any organic irritant or contaminant, including but not limited to fungus, mold, mildew, mycotoxins, spores, or scents or by-products produced or released by "organic pathogens".

The addition of this endorsement does not imply that other policy provisions, including but not limited to any pollution exclusion or asbestos exclusion, do not also exclude coverage "bodily injury", "property damage" or personal and advertising injury".

All other terms and conditions of this policy remain unchanged.

_____

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The following provisions are added to the Businessowners Policy and apply to Property and Liability Coverages:

A. CAP ON CERTIFIED TERRORISM LOSSES

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of $5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed $100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

B.

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for loss or injury or damage that is otherwise excluded under this Policy.

 © Insurance Services Office, Inc., 2015

CHUBB®

SIGNATURES

Named Insured Two Trumpets Communications, LLC			Endorsement Number Cc1k11k0422
Policy Symbol MLB	Policy Number MLBCAF145405322-006	Policy Period 10-05-2023 **to** 10-05-2024	Effective Date of Endorsement 10-05-2023
Issued By (Name of Insurance Company) ACE Fire Underwriters Insurance Company			

THE ONLY COMPANY APPLICABLE TO THIS POLICY IS THE COMPANY NAMED ON THE FIRST PAGE OF THE DECLARATIONS.

By signing and delivering the policy to you, we state that it is a valid contract.

INDEMNITY INSURANCE COMPANY OF NORTH AMERICA (A stock company)
BANKERS STANDARD INSURANCE COMPANY (A stock company)
ACE AMERICAN INSURANCE COMPANY (A stock company)
ACE PROPERTY AND CASUALTY INSURANCE COMPANY (A stock company)
INSURANCE COMPANY OF NORTH AMERICA (A stock company)
PACIFIC EMPLOYERS INSURANCE COMPANY (A stock company)
ACE FIRE UNDERWRITERS INSURANCE COMPANY (A stock company)
WESTCHESTER FIRE INSURANCE COMPANY (A stock company)

436 Walnut Street, P.O. Box 1000, Philadelphia, Pennsylvania 19106-3703

BRANDON PEENE, Secretary

JOHN J. LUPICA, President

Authorized Representative

CHUBB®

_____
Policyholder

POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury---in consultation with the Secretary of Homeland Security, and the Attorney General of the United States---to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 80% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a $100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds $100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed $100 billion, your coverage may be reduced.

The portion of your term premium that is attributable to coverage for acts of terrorism is ____$0___ and does not include any charges for the portion of losses covered by the United States government under the Act.

TRADE OR ECONOMIC SANCTIONS ENDORSEMENT

Named Insured			Endorsement Number
Two Trumpets Communications, LLC			ALL211011106
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
MLB	MLBCAF145405322-006	10-05-2023 to 10-05-2024	10-05-2023
Issued By (Name of Insurance Company)			
ACE Fire Underwriters Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, but not limited to, the payment of claims. All other terms and conditions of policy remain unchanged.

Authorized Agent

ATTACHMENT B

Amendment No. 1

CITY OF CARPINTERIA
FIRST AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES

This First Amendment to the Agreement for Consultant Services dated May 13, 2024 ("Original Agreement") is made and effective as of the 27th day of May, 2025 by and between the City of Carpinteria, a municipal corporation ("City"), and Two Trumpets Communications, LLC ("Consultant"). This First Amendment authorizes continued service for the City's Public Outreach Services by hereby modifying Section 3 of the Original Agreement ("Term") to add the agreement expiration date of June 30, 2029 to the original agreement.

The Agreement between City and Consultant currently provides under Section 4 (Compensation), the ability for the City to authorize additional services, at the City's option. Through this First Amendment the City exercises its option to increase the agreement cost for additional services in the amount of $342,000.00 as shown in Exhibit "A" for a total amended agreement of $427,500.00.

Additionally, the City's primary contact for contract administration is hereby updated to Juliza Briones, Program Manager, replacing Olivia Uribe Mutal, who is no longer with the City of Carpinteria.

Except as otherwise specifically provided herein, all other provisions of the Original Agreement, as modified by other amendments, shall remain in full force and effect

Authority to Execute this First Amendment

The person executing this First Amendment on behalf of Consultant warrants and represents that he/she has the authority to execute this First Amendment on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

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

"CITY"
City of Carpinteria

By:_____
Michael Ramirez, City Manager

APPROVED AS TO FORM:

_____
Jena S. Acos, on behalf of Brownstein
Hyatt Farber Schreck, LLP
Acting as City Attorney of the
City of Carpinteria

"CONSULTANT"
Two Trumpets Communications, LLP

By:_____
Lea Boyd, Partner

By:_____
Peter Dugré, Partner

ATTEST:

_____
Brian C. Barrett, CMC, CPMC
City Clerk

EXHIBIT A

TWO TRUMPETS COMMUNICATIONS
4939A Carpinteria Ave., Carpinteria, CA 93013

Statement of Work:
City of Carpinteria Public Outreach

PROJECT OVERVIEW

Project Name ..... City of Carpinteria Public Outreach
Contract duration ..... Four-year Extension: July 2025 - June 2029
Fee schedule $6,000/month

PROPOSED SCOPE OF WORKS

Social Media

- **Platforms**: Nextdoor, Facebook, Instagram, City website blog
- **Frequency**: 4-7 posts weekly on each platform
- **Content cultivation**: Regular communication with key city staff (department heads, program supervisors) and meeting attendance
- **Content creation**: Content tailored to each platform (eg. text focus for Nextdoor, graphic focus for FB and Instagram)
- **Monitoring**: Regular monitoring of accounts to ensure questions from the public are answered and misinformation is identified and corrected.

Social Media	Estimated Hours	Monthly	Annually
Content creation	35 hours/mo.	$2,625	$31,500
Posting/Monitoring	13 hours/mo.	$975	$11,700
			Total $43,200

Peter Dugré • peter@two-trumpets.com • (805) 453-4878
Lea Boyd • lea@two-trumpets.com • (805) 698-3390

Email Newsletter

- Produce and disseminate regular bi-monthly email newsletter (The Current) highlighting recent accomplishments, city project updates, and upcoming events and meetings
- Produce and disseminate additional editions of The Current as needed to keep subscribers apprised of time sensitive/urgent City information.
- Translate all editions of The Current into Spanish and disseminate to subscribers who have selected the Spanish language preference.

Email Newsletter	Estimated Hours	Monthly	Annually
Twice monthly publication	22 hours/mo.	$1,650	$19,800

Miscellaneous Communications Support

- Provide graphic design services as requested by City staff (advertisements, flyers, educational brochures, signs, etc).
- Provide writing/editing support for press releases, media alerts, talking points, etc.

Miscellaneous Communications	Estimated Hours	Monthly	Annually
Graphics/Writing	10 hours/mo.	$750	$9,000

INVESTMENT

The regular fee schedule of $6,000 per month is based on 80 hours estimated per month at a rate of $75 per hour.

Work above the 80 hours per month outlined above shall be billed at an hourly rate of $75/hour and will not exceed 15 additional hours per month without a supplemental agreement between Two Trumpets Communications and the City of Carpinteria.

Payment agreement:

Two Trumpets Communications will invoice monthly.

Subcontracted services will be invoiced to the City of Carpinteria and will be approved by the City prior to action taken.

Agenda Section: Administrative Matters
Agenda Item No.: 10
Council Meeting Date: May 27, 2025

City of Carpinteria

COUNCIL AGENDA STAFF REPORT

ITEM FOR COUNCIL CONSIDERATION

Amendment No. 2 to the Maintenance Agreement with Showscapes, Inc. (dba Treescapes) for a One-Year Term Extension and Associated Costs to Provide Landscape Maintenance Services

STAFF RECOMMENDATION

Authorize the City Manager to execute Amendment No. 2 to the Maintenance Agreement with Showscapes Inc. (dba Treescapes) for a one-year term extension to provide landscape maintenance services in an amount not-to-exceed $267,600 for a total amended agreement amount of $1,229,010.

Sample Motion: I move to authorize the City Manager to execute Amendment No. 2 to the Maintenance Agreement with Showscapes Inc. (dba Treescapes) for a one-year term extension to provide landscape maintenance services in an amount not-to-exceed $267,600 for a total amended agreement amount of $1,229,010.

(The motion requires a roll call vote.)

BACKGROUND

On April 12, 2021, the City Council authorized the City Manager to execute a three-year Maintenance Agreement with Showscapes, Inc. (dba Treescapes) for landscape maintenance services. Pursuant to the Maintenance Agreement, landscape maintenance includes the grounds of City bike paths/trails, facilities, parks/open spaces, parking lots, and right-of-way (parkways and medians, not including street trees).

The Maintenance Agreement sets term limits at an initial three years with two one-year term extensions if mutually agreed upon in writing for a possible contract total term of five years. On April 1, 2024, the Maintenance Agreement finished its third year of the three-year term. On April 22, 2024, the City Council authorized the City Manager to execute Amendment No.1 with Showscapes for a one-year term extension to provide landscape maintenance services in an amount not-to-exceed $267,600 for a total amended agreement amount of $961,410.

The purpose of this agenda item is to authorize the City Manager to execute Amendment No. 2 to the Maintenance Agreement with Showscapes for a one-year term extension to

provide landscape maintenance services in an amount not-to-exceed $267,600 for a total amended agreement amount of $1,229,010.

DISCUSSION

Since the original agreement, the City has acquired three additional landscaped assets:

- Carpinteria Skate Park
- Coastal Vista Trail (Interim Linden Ave to Holly Ave Spur)
- Via Real Right-of-Way (northbound Hwy 101 on-/off-ramps at Casitas Pass Rd, per the Caltrans Freeway Maintenance Agreement)

These assets were added to the scope of work through Amendment No. 1 and are included in the ongoing maintenance activities. Amendment No. 2 (Attachment A) reflects these assets and continues the scope of work with no increase in cost from the prior year. The Original Agreement and Amendment No. 1 is provided in Attachment B.

Staff has evaluated Showscapes' performance using vendor reports, site visits, and ongoing observations and finds their services satisfactory. Staff recommends continuing the services for the final contract year.

Upon expiration of this final extension, the City will be required to either issue a formal request for proposals (RFP) or consider transitioning services in-house.

POLICY CONSISTENCY

This recommendation is consistent with the following goals and policies from the General Plan and Local Coastal Land Use Plan:

Circulation Element
- Objective C-2: Maintain and enhance scenic routes and natural views along roadways.

Open Space, Recreation & Conservation Element
- Objective OSC-1: Protect and enhance natural resources and habitats.
- Objective OSC-14: Ensure adequate park and recreation facilities for residents and visitors.
- Objective OSC-15: Maintain and expand the City's trail system.

Public Facilities & Services Element
- Objective PF-5: Provide high-quality public services and facilities.
- Policy PF-5e: Improve and extend services within available funding.
- Policy PF-5f: Prioritize existing needs before expanding services.
- Policy PF-5h: Coordinate joint use and efficient service delivery with other agencies.

FINANCIAL CONSIDERATIONS

No additional funding is requested for Fiscal Year 2024–2025, as sufficient appropriations are available in the current budget. An appropriation of $245,000 will be proposed in the

Fiscal Year 2025–2026 Budget to cover the remaining cost associated with the one-year extension.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

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

OPTIONS

1. Authorize the City Manager to execute Amendment No. 2 to the Maintenance Agreement with Showscapes, Inc. (dba Treescapes) for a one-year term extension to provide landscape maintenance services in an amount not-to-exceed $267,600 for a total amended agreement amount of $1,229,010. (Staff recommendation)

2. Decline to approve recommendations and direct staff as determined appropriate.

PRINCIPAL PARTIES EXPECTED AT MEETING

There are no principal parties expected at the meeting.

ATTACHMENTS

Attachment A: Amendment No. 2 to Maintenance Agreement
Attachment B: Original Agreement and Amendment No. 1

Staff contact:
Stephon Downes, Management Analyst
(805) 755-4446; stephond@carpinteriaca.gov

Signature

Reviewed by:
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:
Ryan Kintz, Assistant City Manager
(805) 755-4400; ryank@carpinteriaca.gov

Signature

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

Signature

ATTACHMENT A

Amendment No. 2 to Maintenance Agreement

CITY OF CARPINTERIA

SECOND AMENDMENT TO AGREEMENT FOR MAINTENANCE SERVICES

This Second Amendment ("Amendment") is effective the 1st day of May, 2025 to an agreement for landscapes maintenance services between the City of Carpinteria ("City") and Showscapes, Inc. dba Treescapes ("Contractor") dated the 1st day of May, 2021.

The Agreement between City and Contractor currently provides under Section 3 (Term), the ability for the City to extend the Agreement on the same terms for two (2) additional one (1) year periods, at the City's option; and

The City exercises its option to extend the Agreement by one (1) additional year until April 30, 2026 ("Option Period"), at set rate as requested by Contractor in Exhibit "A" for an amount not-to-exceed $267,600.00 for a total amended agreement amount of $1,229,010.00; and

The Contractor agrees to complete Basic Work consistent with Section 1.1 (Basic Work) and complete said basic work during the Option Period; and

The City and Contractor agree that except as expressly modified by this Amendment, all other provisions, terms and conditions of the Agreement remain unchanged and in full force and effect; and

The City Council, on this 27th day of April, 2025, approves this Amendment and authorizes the City Manager to execute this Amendment to be retroactively effective May 1, 2025.

Now therefore the City and Contractor agree as follows that Agreement be, and hereby is, amended consistent with the foregoing.

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

"CITY"
City of Carpinteria

By:_____
Michael Ramirez, City Manager

APPROVED AS TO FORM:
City of Carpinteria

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

"CONTRACTOR"
Showscapes, Inc. (dba Treescapes)

By:_____
Jerry Monahan, CEO

ATTEST:
City of Carpinteria

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

EXHIBIT A

City of Carpinteria					
Parks and Landscape Maintenance					
Urban Parks		Acres	Sq Ft.	Turf Area	Monthly Service Cost
Carpinteria Community Garden		0.6	26,136		Upon Request
Carpinteria Creek Park		1.03	44,867	11,720	$845
El Carro Park		9.75	424,710	278,550	$1,873
Franklin Creek Park		0.95	41,382		$402
Heath Ranch Park		2.4	104,544	72,710	$819
Historical Marker Park		0.05	2,178		$201
Memorial Park		2.1	91,476	73,950	$819
Mills Corner		0.06	2,614		$98
Monte Vista Park		3.66	159,430	101,800	$845
Tomol Interpretive Play Area and Trail		2.2	95,832	1,411	$628
Viola Fields		6	261,360	226,360	$1,873
Open Space / Natural Areas					
Carpinteria Bluffs Preserve		39	1,698,840		$608
Lagunitas Park		2.56	111,514		Included
Rincon Bluffs Preserve		21.65	943,074		$906
Salt Marsh Nature Park		8.6	374,616		$989
Tar Pits Park		9	392,040		$906
Bike / Multiuse Trails					
Carpinteria Creek Bike Path		3	130,680		$494
Franklin Creek Bike Path		0.5	21,780		$144
Santa Monica Bike Path		1	43,560		$144
Tar Pits Park to Harbor Seal Rookery		0.85	37,026		$227
Street Planters					
Carpinteria Avenue - east bound		0.1	4,214		Included
Carpinteria Avenue - west bound		0.52	22,707		Included
Casitas Pass Road - center median		0.06	2,460		Included
Linden Avenue-south bound		0.03	1,400		Included
Linden Avenue- north bound		0.02	782		Included
Linden Avenue- center median		0.02	880		Included

Linden Avenue- seal fountain plaza		0	115		Included
Linden Avenue- north of Carp Avenue		3.91	170,250		Included
Total Downtown Tee- Linden & Carp Ave					$2,982
Linden to Holly Path					$732
Casitas Pass & Via Real Triangle (Cal Trans Landscape)					$1,273
Public Facilities					
Carpinteria City Hall		4.65	202,554		$742
Skate Park (Daily Service)					$1,236
Carpinteria Community Pool		0.85	37,026		$660
Seaside Park		0.45	19,602		$494
Veterans Hall Campus		0.7	30,492		$556
Unimproved/ Future Maint Areas					
City Lot #4		1.4	60,984		Included
Farmer Parcel		1.54	67,082		Included
Parking Lots					
Parking Lot No. 1		1	43,560		$201
Parking Lot No. 2		0.45	19,602		$201
Parking Lot No. 3		1.4	60,984		$201
Wullbrandt Way Parking		0.15	6,534		$201
Total Turf Area			17.6	766,501	
Total Parkland Acreage		132.2058			
TOTAL MONTHLY SERVICE COST					$22,300
Additional Services					
Clover / Broadleaf Control in turf	per sq. ft	0.005			
Top Dressing (labor)	per sq. ft	0.004			
Aeration	per sq. ft	0.006			
Sprinkler Nozzle Replacement	Material only	4" $15 6" $20	Completed by crew		
Rotor Popup Repair/ Replacement	Material only	$40	Completed by crew		
Lateral Line Repair	each	$175	$ Includes tech		

1" Valve Repair/ Replacement	each	$335	$ Includes tech		
1.5"Valve Repair/ Replacement	each	$409	$ Includes tech		
2" Valve Repair/ Replacement	each	$419	$ Includes tech		
Valve Solenoid Replacement	each	$135	$ Includes tech		
Valve Diaphragm Replacement	each	$145	$ Includes tech		
1" Main Line Repair	each	$349	$ Includes tech		
1.5" Main Line Repair	each	$569	$ Includes tech		
2" Main Line Repair	each	$579	$ Includes tech		
Planting Labor Per Flat (seasonal)	each	Included			
Planting Labor Per One Gallon	each	$65 per/hr			
Planting Labor Per 5 Gallon	each	$65 per/hr			
Planting Labor Per 15 Gallon	each	$65 per/hr			
Gopher Control - all improved areas		*Regular Included	*Infestation $75/hr		
Mulch Distribution Labor	Included	$65 per/hr. for			

ATACHMENT B

Original Agreement and Amendment No. 1

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR CONTRACTOR SERVICES ("**Agreement**") is made and effective as of the 1st day of May, 2021 by and between the City of Carpinteria, a *municipal corporation* ("**City**"), and Show Scapes, Inc ("**Contractor**") (collectively, the "**Parties**") at Carpinteria, California, with reference to the following facts:

A. City has determined that it is necessary and appropriate to engage professional design and painting to carry out the services described herein; and

B. *Contractor has represented itself as being fully qualified and available to perform* the 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 services, subject to the terms and conditions of this Agreement.

D. The City published a Request for Proposals for Landscape Maintenance Services on February 8, 2021 that contains maintenance specifications and site exhibits.

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 Contractor 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. Contractor hereby agrees to perform said services within the designated time frames and accepts this retention. Contractor shall complete the Basic Services according to a schedule of performance which is also set forth in Exhibit B. 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 Contractor perform additional services that are beyond the current scope of the Basic Services, but within the expertise of Contractor ("**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 Contractor's fee for such additional services. Basic Services and Additional Services are referenced collectively as "**Services.**"

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 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**. Contractor shall furnish, at its own expense, all labor, materials (except for those specifically described as being provided by City in Exhibit A), equipment, tools, transportation and services necessary for the successful completion of the Services. Contractor 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**. Contractor shall furnish City with reasonable opportunities from time to time to ascertain whether the Services of Contractor are being performed in accordance with this Agreement. All work done and materials furnished shall be subject to final review and approval by City; Contractor 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 Contractor 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 Contractor and may execute all necessary documents to authorize Contractor to perform Additional Services as provided for herein.

2.5 **Representations and Warranties.** Contractor 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 for three years (Initial Term), with two one-year extensions if mutually agreed upon in writing for a possible Contract total term of five years.

4. **COMPENSATION.**

4.1 **Basic Services**. For Basic Services, City shall pay Contractor on a time and materials basis, not to exceed amount of Eighteen Thousand five hundred and

00/100 Dollars ($18,500 per month) 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.

4.2 **Additional Services**. Contractor 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. Contractor 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 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.

4.4 **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 receipt of product.

4.5 **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 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 Contractor.

4.7 **Non-Appropriation.** Contractor understands that monies paid to Contractor by City as compensation for services are derived from tax revenues and are subject to curtailment, reduction, or cancellation beyond the control of the City. City shall have the right to terminate this Agreement during the Term or any Renewal Term in the event that such curtailment, reduction, or cancellation occurs. Termination shall be effective upon the expiration of four (4) calendar months after termination notice is delivered by City to 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 Services under this Agreement. Contractor 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**. 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 Services 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.

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 Contractor 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 Upon Termination**. In the event this Agreement is terminated pursuant to this Section, 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.** Except as explicitly provided in Exhibit E relating to claims by Contractor, 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**. Contractor 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.**

Indemnification for Professional Liability. 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, damages, costs, and expenses, including attorneys' fees and costs, which arise out of the negligence, recklessness or willful misconduct of Contractor.

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, subcontractors or sub-Contractors 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 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, subcontractors 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 Services. 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 services 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 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 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 Services hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing Services hereunder.

11.3 **Contractor Duty to City**. Contractor 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 Contractor**. 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 services 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 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 Contractors. Contractor agrees to comply with any applicable conflict of interest code.

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 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 **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 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.

12.3 **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:
Dave Durflinger, City Manager
City of Carpinteria
5775 Carpinteria Avenue
Carpinteria, CA 93013
Phone:(805) 684-5405
Daved@ci.carpinteria.ca.us

To Contractor:
Show Scapes, Inc.
Attn: Jerry Monahan
365 Willis Avenue
Camarillo, CA 93010
Phone (805) 484-5849

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**. 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 Service 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.

12.5 **Licenses**. At all times during the term of this Agreement, Contractor 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 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 is required to comply with the statutory requirements relating to employment of apprentices. Contractor also must secure the payment of workers' compensation to its employees as provided by California law. Consult 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, 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. Because of the personal nature of the Services to be rendered pursuant to this Agreement, only Contractor 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 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

By: _____
David Durflinger, City Manager

"CONTRACTOR"
Show Scapes, Inc.

By: _____
Jerry Monohan, CEO

Exhibit A

CARPINTERIA LANDSCAPE MAINTENANCE SPECIFICATIONS

The purpose of Park and Landscape Maintenance is to deliver parks, and public facilities that are attractive, clean, accessible and provide positive experiences.

Success is measured by customer satisfaction, and quality stewardship that meets the values and needs of our citizens and visitors.

The following tasks shall be provided by the Contractor:

Basic Services:

Site inspection:

Inspect all park and trail areas under contract and report any noticeable deficiencies to City within 24 hours. Any deficiency causing a hazard shall cause the area to be closed or the equipment taken out of service immediately. Contractor has the authority to delineate and close a park area or remove dangerous equipment to protect public safety. Any such action must be reported to the City immediately. Any illegal camping shall be reported to the City immediately.

Graffiti Removal/Vandalism Repair. Amenities shall be kept free of graffiti and vandalism. Before removal, graffiti must be photographed and reported to the City in a timely manner. Locations where vandalism may cause a safety hazard shall be closed or taken out of service immediately. Any such action must be reported to the City immediately.

Inspection of area Lighting in Parks (buildings, landscape, pole): Inspect and report any damage to lights within Carpinteria parks or parkways at least monthly. Lights shall be checked during operating period. Report any outages to the City immediately. Graffiti and stickers on light poles shall be removed.

Amenities:

Litter Removal: Remove all noticeable litter and dispose of properly.

Park and Trail Trash Receptacles: Wash trash receptacle and liners monthly or when receptacle has a strong odor with biodegradable soap and water. If liner needs replacement, report it to the City. Maintain area around the trash receptacle clear of litter.

Picnic Table, Grill and Bench Maintenance: Picnic Tables, Grills and Benches shall be washed and kept clean. Debris, graffiti and litter shall be removed. Grill boxes shall be emptied weekly. Any hot embers must be completely extinguished before removal.

Drinking Fountains: Fountains shall be cleaned and sanitized weekly and their operation checked. Any malfunction shall be reported to the City within 24 hours. Plumbing maintenance is to be performed by City.

Sign Maintenance: Park identification, interpretive, traffic, and rules signs shall be inspected for proper fastening. Signs shall be kept clean, legible, visible, and free of any protrusions, graffiti, stickers or obscuring vegetation. Immediately report any repairs needed in writing to the City.

Structure Maintenance: Fences, gates and park structures shall be checked to be operational and attractive. Fabric, posts, post tops and rails are securely fastened, free of holes, gaps, sharp edges and rust. Report and deficiencies to the City within 24 hours.

Playground Maintenance: On locations with a Playground and a Fall Zone, the Fall Zone Material shall be maintained so it is not compacted and at a consistent level. No weeds or grass intrusion shall be allowed to establish within the fall zone area. Any litter or foreign debris, sticks, and twigs shall be removed from the fall area weekly. Any graffiti shall be removed from the playground equipment when discovered. Playground equipment shall be washed with biodegradable soap and water monthly or more frequently if needed. Any equipment failure or breakage shall be reported in writing to the City immediately. Any equipment breakage causing a dangerous condition shall cause the Contractor to close the area or have the equipment taken out of service immediately. Wood chips in use area should be replenished annually to top of curb. Chips will be provided by City.

Pest Control and Weed Control:

The City adheres to a written IPM plan. Early detection and action are of primary importance to implementation.

Contractor will first use least toxic methods to control and manage weeds. The objective is to remove weeds, by hand, by implement or by string trimmer before becoming an infestation and before going to seed. Mulching any bare soil is also a preferred management tool. Contractor will aim to keep turf at less than 10% weed content, planter beds 95-99.9% weed free and all hardscape areas (including baseball infields) weed free. Edges and fence lines will be kept weed free. Trails and pathways shall be kept weed free.

Gopher/ burrowing pests. Contractor must keep destructive animals under control. Gophers, moles, rats and mice shall be controlled using traps. Soil disturbances such as mounds and holes shall be leveled and filled. Report any problematic feral animal activity

to the City in a timely manner. Traps are the only method allowed unless written authorization from the City is provided.

Use of Pesticides and Herbicides: Weed infestation, insect infestation or disease will be reported immediately, along with recommended action. Herbicides, insecticides or other regulated chemicals will be permitted to be used only with written authorization of the City. Contractor will continually inspect, report, advise and, upon approval, treat for issues.

Hardscape:

Hardscape Maintenance (park roads, parking lots, sidewalks, patios, paved trails). Surfaces shall be maintained free of glass, litter, debris, and slip or trip hazards. Report any deficiencies to the City within 24 hours. Walkway/Trail Sweeping/Cleaning. Walkways shall be clear of litter, debris, leaf litter, and slip or trip hazards.

Planted Areas:

Many City landscaped areas are planted with California native shrubs, grasses and plants. Pruning and maintenance of these will be to standards according to species. Beds will be kept in an attractive and managed, yet natural manner. Shrubs will be pruned for the health and vigor of the plant. Shrubs shall be kept healthy and thriving. Individual plants shall be free of dead limbs. When pruning is specified, crossing, rubbing and crowded branches should be reduced or eliminated. Shrubs will be pruned for clearance from walkways, amenities, signs and lighting. Shrubs will be lightly deadheaded when appropriate. (City will provide a document with pruning specifications by species) Planting beds shall be mulched to prevent weeds and conserve water. (City will provide mulch material to be picked up at City Hall).

Street Planters, Sidewalk Planters and Median Strips:

Street planters, sidewalk planters and median strips maintenance includes removing dead plant material, trash, replacing plants, maintaining irrigation, use of soil amendments and seasonal plantings of annual flowers. City will provide soil amendments and annual flowers for use in these areas. Contractor shall provide labor.

Trees:

Trees under 12 feet tall: Contractor will keep trees free of dead or broken limbs shall be kept healthy and thriving. Limbs below 8' will be correctly pruned to International Society of Arboriculture (ISA) standards if they create a hazard or for clearance. When pruning is specified, crossing, rubbing and crowded branches should be reduced or eliminated. Lower sucker or water sprouts will be kept pruned/ removed. Stakes on young trees will be check regularly and stakes shall be removed, following ISA standards, after one year.

Trees over 12 feet tall. Contractor will correctly prune limbs below 8' to ISA standards if they create a hazard or for clearance. Lower sucker or water sprouts will be kept pruned/ removed.

Trees and shrub beds shall be mulched to prevent weeds and conserve water. Trees with less than a 4-inch caliper will be mulched in a minimum of 2-feet radius from the trunk. Trees with greater than a 4-inch caliper will be mulched in a 2 to 4-foot radius of trunk. Mulch shall not to be placed immediately against the trunk of trees. Mulch shall be applied no less than 3 inches deep. Mulch materials will be supplied by the City to be picked up at City Hall.

Any insect or disease infestations observed shall be reported to the City with 24 hours. Any hazards or broken limbs shall be reported immediately.

Turf Maintenance:

Turf areas shall be maintained healthy and thriving.

Turf height (recreational fields) will be mowed to 3 inches in all turf areas each mowing.

Sports fields will be mowed to1½ inches when required for sports play as determined by the City.

All grass clipping may be mulched into the turf.

Mower and cutting blades shall be kept sharp to avoid tearing grass blades or damaging plants.

Walkways, driveways, and other hardscape areas are free of grass clippings after mowing

Baseball infields shall be kept free of grass or weeds. Infields will be kept level, smooth and free of holes, depressions or ruts. The transition from earthen infield to grass outfield shall be kept level and free of uneven ground to ensure quality and safety of play.

Turf edges will be kept trimmed, neat and weed free.

Included in turf maintenance:

Clover and broad leaf control shall be included in the contract price for sports fields (Viola Fields and El Carro Park).

Fertilization: Apply up to three pounds of nitrogen per 1000 square feet annually. Applications will be based on turf needs for health and to minimize competition from turf weeds. Applications are normally one pound per 1000 square feet per application. Higher rates can be used when using high-grade slow release nitrogen products. Follow

manufacturer instructions and safety protocols at all times. City will provide the Fertilizer material at City Hall.

Aeration: Aeration shall be routinely performed on all turf areas twice each year using hollow tine aerator to promote increased porosity in the soil to increase oxygen, water, and nutrient uptake in turf areas. Aeration shall consist of no less than two passes with penetration being at least three or more inches in depth.

Overseeding: Areas with noticeable bare spots in a contiguous area shall be over-seeded with the appropriate seed mix for consistency and sustainability. Over-seeding materials shall be provided by the Contractor.

Topdressing: When requested by the City, Contractor will top-dress the turf areas up to once per year. Topdressing material is to be provided by the City.

Trails and Pathways:

Designated trails with natural vegetation will be maintained to have a have a one to two-foot (where space is available) recovery zone (shoulder) on both sides of the trail mowed or trimmed to 4" or less. All over-arching branches or shrubs will be kept pruned for no less than 8 foot high clearance. Holes in the trail shall be filled with compatible material. Trails and Pathways will be kept weed-free. Trails and Pathways shall be kept clear of litter, debris and slip or trip hazards.

Irrigation:

Summary irrigation audit with recommended repairs required on each site within 90 days of commencing new contract work.

Irrigation systems shall be observed monthly, in operation, to ensure complete and efficient coverage, that there are no water line or sprinkler breaks or other malfunctions including valves, controllers and back flow preventors.

Irrigation systems and all irrigated areas (turf, planter beds, trees) shall be observed weekly for dry spots, underwatered or overwatered plants, obvious breaks, leaks or runoff. Sprinklers will be adjusted and controllers programmed to avoid runoff or ponding that would be detrimental to plant health, public health (mosquito abatement), conservation efforts, or the enjoyment of the public. Water conservation best management practices shall be observed. Controllers will be programmed to run between 9:00 pm and 6:00 am.

All repairs under $200 shall be completed immediately. Parts and labor will be billed according to preset pricing.

All repairs over $200 will require approval from the City. Approval requires a proposal detailing all parts and labor costs and shall be submitted in a timely manner.

Standards:

Maintenance Worker Dress Code: When actively engaged in maintenance activities workers shall wear appropriate clothing including all PPE. Clothing shall be in good condition. Workers shall wear a shirt with the words "LANDSCAPE MAINTENANCE" in 1.5" tall letters on the back and the contractor's business name and phone number on the front. Other wording may be approved by the City at the City's sole discretion. No product advertising or logos should appear on workers clothing.

Vehicles will be clean, safe and in good operating order.

Power Equipment: All outdoor power equipment must be kept in good condition, operated within state and local standards, and equipped with OEM mufflers. String trimmers, chainsaws, blowers and hedge trimmers will be electric/ battery powered when possible.

Staffing:

Contractor will provide a list of all company personnel involved in providing service to the City including the Company owner(s), management, supervisorial and field labor. This list shall be updated as necessary. List shall include personnel contact information including phone numbers and email addresses. List shall include descriptions of the qualifications and roles of staff. Crew size present at each site shall never be less than two personnel.

Contractor shall certify that each of Contractor's employees who renders services under this Contract has NOT been convicted of a felony.

Work Schedule:

Contractor shall furnish in advance, a quarterly Work Plan that shall include staffing and supervision of each site, schedule, and the estimated hours needed to maintain each area. Work Plan shall include a monthly calendar indicating staffing and work strategies throughout all seasons of the year.

Contractor shall furnish a description of account supervisor's role and responsibility in delivery of contract services. Contractor shall furnish descriptions of the qualifications and roles of staff.

Green waste disposal

Green waste may be brought to the City Hall for disposal at no cost to the contractor.

Reports:

Contractor will furnish weekly summary reports for each site, with workhours, tasks completed and observational notes.

Contractor will prepare a monthly report detailing:

1. Work completed including fertilization or treatments.
2. Irrigation issues, repairs and controller adjustments.
3. Site safety issues and follow through.
4. Pest or weed issues and follow through.
5. Outstanding proposals.
6. Enhancement suggestions (i.e. replanting or turf management).

Contractor will join a quarterly walk through of each site (rotational monthly; i.e. eight sites per month) for site inspections with City staff.

Each site is unique and requires varying levels of service. While the Park Maintenance Standards provide general instructions on the level of service required. The following information is site specific.

Urban Parks

Carpinteria Community Garden

The community garden is staffed with a coordinator that handles inspection and plant health matters. No routine monthly service is required for this park. The City may request assistance from the Service Provider occasionally on a time and materials basis.

Carpinteria Creek Park

This neighborhood park requires Basic Service. This park has a playground with wood chips that require annual replenishment. A stainless steel fish sculpture is a center piece of the park. The planter there should be kept highly presentable with vegetation maintained and trimmed artfully to present the sculpture well. Notably, the park has three interpretive signs, picnic sites, decomposed granite trails and extensive native plantings.

El Carro Park

This sports field requires basic service with particular attention to turf care for sports fields. The park has play structures. Three bar-b-cues, picnic tables, drinking fountains, and currently programmed hours for off leash dogs. The park has two parking lots.

Franklin Creek Park

This park requires basic service. Oak trees should be formative pruned on a quarterly basis to ensure proper park tree shape and health. In addition, spreading of up to 100 cu.yds. of City of supplied wood chips in the park's non-turf areas shall be done annually. Notably, the park has a swing set with a wood chip fall zone, picnic tables, DG trail and benches.

Heath Ranch Park

This park requires basic service. In addition, spreading of up to 100 cu. yds. of City supplied wood chips in the park's grove of trees shall be done annually. The park has one drinking fountain. The park has large trees that may drop branches requiring removal. The park also has a historical structure that is fenced in to protect it from weather and vandalism, a drinking fountain, benches and picnic tables.

Memorial Marker Park (La Concha Park)

This park requires basic service. The city may add park amenities to this location in the near future.

Memorial Park

This park requires basic service. The play area has a rubberized use area. The rubberized play surface is to be inspected monthly. In addition, spreading of up to 100 cu. yds. of City supplied wood chips in the park's non-turf areas shall be done annually. The park has one drinking fountain, three bar-b-ques, benches and picnic tables. The two memorial markers require particular attention to be exceptional and presentable. Planter areas are to be allowed to grow native wildflowers (mostly California Poppies) and the western redbud trees are to be appropriately pruned when dormant to optimize form and spring flowering.

Mills Corner

This park requires basic service. The area has a pergola that requires pruning. The acknowledgment marker and planter should be kept in highly presentable form.

Monte Vista Park

This park requires basic service. In addition, spreading of up to 100 cu. yds. of City supplied wood chips in the park's grove of trees shall be done once annually, the restroom trellis must be kept pruned for safety and aesthetics. The park has one drinking fountain, picnic tables, bar-b-cues, play structures, and wood chip fall area. The park has a lighted parking area.

Tomol Interpretive Play Area and Trail

This park requires basic service. In addition, spreading of up to 100 cu. yds. of City supplied wood chips in the park's plantings shall be done once annually, playground wood chips must be topped off annually with City supplied certified wood chips. The play area also has a rubberized use area. The rubberized play surface should be inspected monthly for defects. The park has one drinking fountain requiring cleaning weekly. Solar lights and interpretive signage are to be wiped down monthly to keep free of dust and spider webs. Vegetation near solar panels is to be pruned back to optimize sun exposure. This park is owned by the State of California and the City maintains it under an agreement with California Parks and Recreation. The State has retained all law enforcement authority for the park. Report any criminal activity to the City and the State.

Viola Fields

This sports field with two softball infields. An asphalt parking area has planters. This area requires basic service with particular attention to turf care for sports fields. Irrigation efficiency is critical for this thirsty turf area. Infields require specific care as defined. The park has drinking fountains, benches, and signage. This park has a parking area.

Open Space Parks / Natural Areas

Carpinteria Bluffs Nature Preserve

This Nature Preserve has improved trails, trash cans, earthen parking lot, trash cans, signage and low fencing. Routine maintenance here requires particular attention to keeping vegetation from impeding trails and repairing holes in trails caused by storm water rutting or burrowing animals. The site has a history of illicit camping. All such activity observed shall be reported to the City immediately.

Rincon Bluffs Nature Preserve

This Nature Preserve has no improvements at this time. The City may request assistance from the Service Provider occasionally on a time and materials basis. No routine monthly service is required for this park.

Lagunitas Park

This park land has improvements including an improved trail, but is mostly unimproved. Trail safety inspection and vegetation maintenance is required for the improved trail. Routine maintenance here requires particular attention to keeping vegetation from impeding trails and repairing holes in trails caused by storm water rutting or burrowing animals. The City may request assistance from the Service Provider occasionally on a time and materials basis for additional work.

Carpinteria Salt Marsh Park

This Nature Preserve has improved trails, trash cans, interpretive signs, benches, trash cans, signage and low fencing. Routine maintenance in this park includes Basic Service with particular attention to keeping vegetation from impeding trails and repairing holes in trails caused by storm water rutting or burrowing animals. The interpretive signs are to be cleaned monthly. Undesirable or invasive weeds are to be removed in areas near park access features and trails. There is no active irrigation system. The park has one drinking fountain requiring cleaning weekly.

Tar Pits Park

This Nature Park has earthen trails, an entrance sign, and coastal access. The park has natural tar seeps and culturally significant native plants. Routine maintenance in this park includes Basic

Service with installation of 100 cu. yds annually of wood chips provided by the City at City Hall to maintain a wood chip surface on main trails. Contractor shall removal of any eucalyptus saplings that sprout before reaching 2" caliper truck. Additional services for this park includes removal of any caster bean or fennel plants that emerge. Removal must be before the invasive plants go to seed.

Bike and Multiuse Trails

Carpinteria Creek Bike Path

This area has a paved bike path that connects Via real Avenue with Carpinteria Avenue and passes under the freeway. The area is prone to illicit camping, litter and graffiti problems. Bike path lighting and clear path of travel maintenance is primary here. The area is newly landscaped and plant establishment is ongoing.

Franklin Creek Bike Path

This bike path connects Sterling Avenue to Foothill Road. Bike path lighting and clear path of travel maintenance is primary here.

Santa Monica Bike Path

This bike path connects Via Real to El Carro lane. Clear path of travel maintenance is primary here.

Tar Pits Park to Harbor Seal Rookery

This bike path runs behind the pier parking lot and crosses Dump Road. This decomposed granite paved trail requires routine maintenance with particular attention to keeping vegetation from impeding trails and repairing holes in trails caused by storm water rutting or burrowing animals. Bicycle traffic signage must be maintained free of graffiti including stickers. Trash can on dump road requires routine cleaning.

Street Planters

All street planters and landscaped areas listed in this section shall receive basic service. For street planters on Linden Avenue (S00 thru 900 block) and for those on Carpinteria Avenue (4800 thru 5300 block) Contractor will install annual flowers as directed. Live plants will be provided to Contractor by City.

Public Facilities

Carpinteria City Hall

This public facility requires basic service. Plant care should be done to eliminate any dead leaves from palms under 12 feet high. Maintenance includes interior courtyard. City may require Contractor to pick up mulch for spreading at other City sites from this site.

Carpinteria Community Pool

This park requires basic service. Plant care should be done to eliminate any dead leaves from palms under 12 feet high and dead leaves from the existing agave plants. Landscape maintenance includes the 120 foot long planter along the pool's parking lot. Turf area here must be kept to 99% coverage to prevent mud tracking to deck and pool. This site has a parking area.

Carpinteria Veteran's Building

This public facility requires basic service. Plant care should be done to eliminate any dead leaves from palms under 12 feet high. Landscape lighting requires inspection for operation. Maintenance includes all interior courtyards. Library monument sign requires monthly cleaning.

Seaside Park

This public facility requires basic service. Decorative water fountain shall be kept filled with water. Landscape lighting requires inspection for operation. Grapes on vines must be removed before ripe to prevent concrete staining and tracking into building. Native bent grass at this site requires specific care. This site has a concession to a third party for a produce cart. The City also rents a building here to a nonprofit organization to run a used book store. This site has a parking area.

Unimproved Areas

City Lot No.4

This park land has no improvements at this time. The City may request assistance from the Service Provider occasionally on a time and materials basis. No routine monthly service is required for this park. City may require Contractor to pick up mulch for spreading at other City sites from this site.

Farmer Parcel

This park land has no improvements at this time. The City may request assistance from the Service Provider occasionally on a time and materials basis. No routine monthly service is required for this park.

Parking Lots

All City parking lots are to receive basic service.

Exhibit B

SHOW SCAPES
Urban Landcare Management | Environmentally Friendly

CITY OF CARPINTERIA



PROPOSED ZERO EMMISIONS LANDCARE PLAN



LANDCARE MANAGEMENT



WATER MANAGEMENT



LANDSCAPE ENHANCEMENT

SHOW SCAPES
Urban Landcare Management | Environmentally Friendly

March 1, 2021

City of Carpinteria
5775 Carpinteria Ave
Carpinteria, Ca 93013

RE: ZERO EMMISIONS... ENVIRONMENT FRIENDLY LANDCARE PLAN

Showscapes is pleased to provide an Environment Friendly Landcare Plan for the City of Carpinteria. We are an American Green Zone Alliance Certified Service Pro, and we are proposing a zero emissions eco friendly plan that will utilize 100% battery powered equipment: all mowers, handheld equipment, backpack blowers, electrostatic backpack sprayers for sanitizing playground equipment, electric Club car utility vehicle and managers electric/hybrid vehicles.

An on-site inspection (ground level survey) was completed at your request. The purpose was to evaluate the current landscape conditions and provide information on how ShowScapes can improve the health of your urban landscape while enhancing the aesthetic beauty and its long-term preservation.

Zero Emissions Landcare Plan: Our Landcare specialists have determined what type of Landcare Management Plan is best to improve the health and appearance of your landscape. Our analysis and conclusions for this proposal have been prepared according to commonly accepted horticulture and arboricultural practices.

Your contract will include our priority one management team... Kimberly Monahan will be your senior Account Manager, Armando Rivera will be your Account Manager, Jose' Guisa will be your Crew Supervisor, Jerry Monahan will be your Operations Manager and Certified Arborist, Gloria Toraya will be your Account Administrator, Victor Guzman will be your Irrigation tech and Jose Ramirez will be your Plant Health Care tech. Our Managers will have boots on the ground if anyone has questions or concerns.

I have no doubt you will be extremely pleased with our Management Team that we have handpicked to help manage your account. These individuals are the best of the best.

Thank you for the time and opportunity to submit a proposal for the Landcare Management at the City of Carpinteria. Should you have any questions or wish to discuss the contents of this bid in further detail, please feel welcome to contact our office. Thank you.

Respectfully,

Jerry Monahan
CEO | Operations Manager
Certified Arborist WE-2213A | CSL #797240 ~ QAL #101984
Independent Consulting Arborist

SHOWSCAPES | Urban Landcare Management | Environmentally Friendly

TABLE OF CONTENTS

I. Meet Your Landcare Management Team

II. Showscapes Introduction

III. Here's What We Do

IV. Landcare Efficiency Plan

V. Staff and Equipment Plan

VI. Irrigation Management

VII. Shrubs, Bed, Slopes Detail & Mulching

VIII. 90 Day Enhancement Plan

IX. Performance Guarantee

X. Environment Friendly Landcare at an Affordable Price

SHOW SCAPES
Urban Landcare Management | Environmentally Friendly

I. MEET YOUR LANDCARE MANAGEMENT TEAM



Jerry Monahan
CEO & Landcare Specialist
Certified Arborist WE-2213A
CSL #797240 - QAL #101984



Armando Rivera
Account Manager



Kimberly Monahan
COO | Senior Account Manager



Gloria Toraya
Admin. Account Manager



Jissel
Admin. Account Manager



Janelle Chairez
Admin. Account Manager



Juan Marquez
Plant Health Care Tech



Brittney du Preez-Monahan
Tree Division Manager

SHOW SCAPES
Urban Landcare Management | Environmentally Friendly

Our team is committed to your complete satisfaction. We have the knowledge and experience to handle all your Landcare needs.



Javier Guttierez
Area Supervisor



Jose Guisa
Crew Supervisor



Victor Guzman
Certified Irrigation Tech



Jose Luis Ramirez
Plant Health Care Tech

II. SHOWSCAPES INTRODUCTION

Showscapes has been in business for the past 40 years and we specialize in sustainable Landcare practices, water management and landscape enhancements. We are very proud of our Eco-friendly Landcare Program which is a greener way to care for and enhance our urban landscapes by providing you with an environment friendly approach.

The following items are a big part of our Environment friendly program:

1. *Zero emissions Battery powered equipment*
2. *Managers drive electric and hybrid vehicles*
3. *Nontoxic gopher and ground squirrel control with compressed CO_2 gas*
4. *grass recycling with state-of-the-art battery powered mulching mowers*
5. *green waste recycling*
6. *organic/bridge fertilizer programs*
7. *water management*
8. *mulching to increase soil fertility, reduce water usage and weed management*
9. *integrated Pest Management*

***Efficient and Environment Friendly*:**

- Our goal and *commitment is to provide you with a Landcare team that is efficient and environment* friendly.
- We are committed to consistently exceeding our customer's expectations.

Communication:

- We understand the importance of communication with our clients; and as Owners and managers we will be available for walk-thrus and inspections at your convenience. Our landcare team can be reached by cell phone or email 24/7.
- We submit digital landscape reports weekly. Complete with photos, gps mapping of work locations and work notes *(see attached sample report).*

Professionalism & Safety:

- All of our trucks and trailers are designed for efficiency and are equipped with state-of-the-art battery powered equipment.
- We have knowledgeable and uniformed crews with bi-lingual crew leaders.
- All of our trucks and trailers are clearly identified with eco-friendly colors and Showscapes placards. All equipment and work areas are coned off and safety beacons are used for increased safety.

III. HERE'S WHAT WE DO

Eco Friendly Landscape Maintenance: We provide an environment friendly approach to urban Landcare. In addition to meeting the Green Factor criteria (zero emissions, reduced carbon footprint, green waste recycling & Integrated Pest Management) our landscape plans are developed and designed to:

- *Provide an eco-friendly, enjoyable outdoor environment and an aesthetic amenity for the community.*
- *Protect the health of residents, as well as the environment, by minimizing the use of pesticides. Disease, pest and weed problems that arise are managed through "Integrated Pest Management" (IPM)*

IPM Definition: is an approach to pest control that uses regular monitoring to determine if and when treatments are needed and employs physical, mechanical, cultural, and biological tactics to keep pest numbers low enough to prevent intolerable damage or annoyance. We use the least-toxic chemical controls as a last resort."

Landscape Enhancements: We provide on-going landscape enhancements to improve the quality and value of your property.

Our landscape enhancements include: Colorscapes around monument areas, landscaped pots along streets, around club house and pool areas, turf & bed renovation, mulching of beds and tree wells, erosion control and irrigation upgrades.

Water Management: Water conservation is not only a responsibility but is now a mandate in California. Showscapes is committed to providing our clients with every opportunity available to meet their water responsibilities through the water management services we provide.

Using our advanced water management techniques and state of the art equipment we will budget and manage your water usage and provide water reductions for you throughout the year.

SHOWSCAPES | Urban Landcare Management | Environmentally Friendly

IV. LANDCARE EFFICIENCY PLAN

Our Landcare efficiency plan has been tailored to the City of Carpinteria's specific needs for quality control:

TURF AREAS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	BID APPROVAL
Mulch/Mow (Weekly)		◆	◆	◆	◆	◆	◆	◆	◆	◆			
Mulch/Mow (Bi-Weekly)	◆										◆	◆	
Edge & Trim (Weekly)		◆	◆	◆	◆	◆	◆	◆	◆	◆			
Edge & Trim (Bi-Weekly)	◆										◆	◆	
Blow Off Hardscape	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	
Fertilize (Organic, Bridge)			◆		◆		◆			◆			◆
IPM Gopher Abatement CO2	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	
Aeration/Dethatching/Reseed[1]			◆			◆			◆				◆
SHRUBS & GROUND COVER	**JAN**	**FEB**	**MAR**	**APR**	**MAY**	**JUN**	**JUL**	**AUG**	**SEP**	**OCT**	**NOV**	**DEC**	BID APPROVAL
Prune & Detail (Weekly)			◆	◆	◆	◆	◆	◆	◆	◆	◆		
Prune & Detail (Bi-Weekly)	◆	◆										◆	
Weeding	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	
Mulching	◆			◆			◆			◆			
Integrated Pest Management			◆			◆			◆			◆	
Fertilize (Organic, Bridge)				◆				◆				◆	◆
Debris Clean Up	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	
TREES	**JAN**	**FEB**	**MAR**	**APR**	**MAY**	**JUN**	**JUL**	**AUG**	**SEP**	**OCT**	**NOV**	**DEC**	BID APPROVAL
Prune up to 12' vertical clearance	◆			◆			◆			◆			
Tree Well Detail	◆			◆			◆			◆			
Tree Well Mulching	◆			◆			◆			◆			
Arborist Inspection	◆				◆				◆				
Tree Stake Adjustment	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	
IRRIGATION	**JAN**	**FEB**	**MAR**	**APR**	**MAY**	**JUN**	**JUL**	**AUG**	**SEP**	**OCT**	**NOV**	**DEC**	BID APPROVAL
Check & Adjust Where Necessary	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	
Spring Start Up			◆										
System Upgrades[1]													◆
QUALITY CONTROL INSP.	**JAN**	**FEB**	**MAR**	**APR**	**MAY**	**JUN**	**JUL**	**AUG**	**SEP**	**OCT**	**NOV**	**DEC**	BID APPROVAL
On-Site Inspection	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	

System Upgrades[1]
Performed at additional costs.
Aeration/Dethatching/Reseed[1]
Performed at additional costs.

V. STAFF AND EQUIPMENT PLAN

Management Team

- **Senior Account Manager** – monthly visit. **Operations Manager** – monthly visit. **Account manager** - biweekly visit. **Area Supervisor** – 3 days per week. **Irrigation Tech** – weekly visit. **Plant Health Care Tech** – As Needed. **Certified Arborist** – quarterly visits.

***City T Team (2) Man Crew**

- **Crew Leader** – 5 daily visits. **Crew Member** – 5 daily visits.

Job Sites *(includes the labor to spread mulch on an ongoing basis at all areas-as needed)*

- Downtown T, Parking Lots, Mills Corner, Salt Marsh, Palm to Linden Trail, Casitas Pass Median, the Carp Creek Bike Path and City Hall, Rincon bluffs, Carpinteria Bluffs and Tar Pits Park. Crew will visit the other two Bike paths on a monthly basis. All job sites will be serviced with battery powered Club cart and battery powered equipment.

Equipment

- Battery Powered Club Cart
- Battery Powered Push Mower
- Battery Powered Handheld Equipment
- Battery Powered Backpack Blower
- Battery Powered Electrostatic Backpack Sprayer (playground sanitation equipment)

***Parks Team (2) Man Crew**

- **Crew Leader** – 5 daily visits. **Crew Member** – 5 daily visits.

Job Sites *(includes the labor to spread mulch on an ongoing basis at all areas-as needed)*

- Viola Fields, Monte Vista Park, Creek Park, El Carro Park, Heath Ranch Park, Franklin Creek Park, Memorial Park, Tomol Park, Seaside Park/ Library/ Veterans Hall, Community Pool and Historical Marker Park.

Equipment

- Eco Friendly Utility Van
- Eco Friendly Solar Powered Equipment Trailer
- Battery Powered Zero Turn Mower
- Battery Powered Handheld Equipment
- Battery Powered Backpack Blower
- Battery Powered Electrostatic Backpack Sprayer (playground sanitation equipment)

VI. IRRIGATION MANAGEMENT

Water Management All Areas

- Monitor the moisture levels around all ornamental plants including, but not limited to trees, lawn, shrubs, perennials, groundcovers and annuals. Report problems (including hot spots or saturated areas) to ShowScapes irrigation manager during normal maintenance visits.
- Fix irrigation system leaks and broken or misdirected heads as needed on every site visit.

Spring start-up

- Open the main valve(s), inspect and adjust all sprinkler heads, re-program and check battery backup in controller, and troubleshoot the entire system.
- Test sensors (rain, soil moisture, weather) and zone coverage while running.
- Set ET-based, seasonal, or weather–based manual or automatic programs. Post Spring, Summer, Fall and Winter schedules (runtimes x days/zone) and monitor throughout season.

Checks and repairs

Once per month inspect irrigation system. Irrigation inspections shall include the following:

- Activation of zones to inspect for valve function, lateral breaks, damaged heads, coverage or anything else that would indicate any malfunction of the irrigation system.
- Adjust irrigation heads for proper coverage.
- Adjust automatic controller to establish frequency and length of given watering cycles for seasonal requirements and water restrictions.
- Over spray of water from irrigation systems onto streets, sidewalks and or stairs, will be adjusted to minimize runoff.
- Use multiple-start times and shorter run times to prevent runoff. Drip systems will be left on for sufficient time to allow for saturation of the root zone. Shorter runs with drip irrigation do not provide sufficient water penetration for healthy root development.
- Annually submit recommendations for changes to system that will improve water efficiency while meeting the plants' needs.

VII. Shrubs, Bed, Slopes Detail & Mulching

- Prune shrubs to allow them to grow in their natural form, we will prune shrubs to develop into the natural shapes expected of the plant variety. We will not shear shrubs into topiary (shapes) unless its species specific to shearing. Plant species separation and detail
- Detail beds and blow parking areas
- Remove dead or declining shrubs. Provide any enhancement proposals should the Board be interested in landscape enhancements. Options: Entry enhancements
- Complementary repurposed mulch from our tree division – as needed
- Provide enhancement proposals

ShowScapes Property



Example: *Detailed tree rings observed at a Showscapes property.* Mulch insulates the soil helping to provide a buffer from heat and cold temperatures. It retains water helping to keep the roots moist and helps keep weeds out to help prevent root competition. Lastly, mulch prevents soil compaction & reduces lawn mower damage.

Landscape enhancement options: *Mulching and planting sustainable, low maintenance perennial plants can instantly improve visual impact at a minimal cost to the customer. Being consistent with plant material throughout your landscape will greatly improve the beauty af your property.*

VIII. 90 DAY ENHANCEMENT PLAN *(Included in contract)*

We are committed to giving you visible results in the first 90 days of our service. We have conducted an onsite inspection and created a punch list for our Landcare team to complete in the first 90 days based on priorities in the following areas of concern.

**The following items are to be completed at no charge to the* City of Carpinteria.

Trees *(Risk Reduction)*

- *Risk reduction pruning at Viola Park and El Carro Park to mitigate safety concerns over target areas *(see attached tree risk reduction pruning recommendations).*
- Prune in accordance with accepted ANSI A300 standards for proper pruning. All pruning will be supervised by one of our Certified Arborist.
- Recycle all tree trimmings at city yard.
- Remove tree stakes from trees where necessary.
- All sucker growth from trunk and base of trees shall be removed.
- Maintain a vertical clearance of 8' above all parking spaces, walkways and a vertical clearance of 12'-15' above streets.

Gophers *(Nontoxic Treatments)*

- *Weekly subsurface inoculations of (Compressed CO_2 gas) to achieve an acceptable level of gopher control.

Sports field Turf *(Weed Control)*

- *Weekly broadleaf weed control at Viola Park and El Carro Park to achieve an acceptable level of control. *(materials not included).*

Planter Beds Along City T *(weed removal & mulch)*

- *Weed removal in all city and parking lot planter beds. Top dress all bare areas with city supplied mulch.

Tree Rings in Turf *(Mulch)*

- *Establish detailed tree rings in all turf areas. Top dress with city supplied mulch.

Irrigation System *(Audit and Assessment Report)*

- *Turn on irrigation system, run and visually inspect for proper zone coverage. Adjust irrigation heads and nozzles for proper coverage.
- Perform check on water meters, flow sensors, or any related infrastructure for any leak detection
- Adjust automatic controller to establish frequency and length of watering periods for seasonal requirements and water restrictions.
- Update management with recommendations for improvements or repairs, and supply irrigation audit form for approval.

IX. PERFORMANCE GUARANTEE

Our goal is to not only enhance the health and beauty of your landscape, but to provide you with a team that is committed to consistently exceeding your expectations.

- If for any reason you are not completely satisfied with our services in the first ninety days, you may cancel our service contract with a thirty-day written notice. Showscapes is committed to your complete satisfaction.
- We based our proposal on the labor hours necessary to provide you with a job that exceeds your expectations. Should we determine additional man hours are necessary to achieve this goal, we will provide additional labor at no cost.

We pride ourselves with providing you with the best land care team in the green industry and we guarantee 100% satisfaction.

City of Carpinteria					
Parks and Landscape Maintenance					
Bid Sheet					
Urban Parks		Acres	Sq Ft.	Turf Area	Monthly Service Cost
Carpinteria Community Garden		0.6	26,136		Included
Carpinteria Creek Park		1.03	44,867	11,720	$820
El Carro Park		9.75	424,710	278,550	$1817.5
Franklin Creek Park		0.95	41,382		$390
Heath Ranch Park		2.4	104,544	72,710	$795
Historical Marker Park		0.05	2,178		$195
Memorial Park		2.1	91,476	73,950	$795
Mills Corner		0.06	2,614		$95
Monte Vista Park		3.66	159,430	101,800	$820
Tomol Interpretive Play Area and Trail		2.2	95,832	1,411	$610
Viola Fields		6	261,360	226,360	$1817.5
Open Space / Natural Areas					f
Carpinteria Bluffs Preserve		39	1,698,840		$590
Lagunitas Park		2.56	111,514		Included
Rincon Bluffs Preserve		21.65	943,074		$880
Salt Marsh Nature Park		8.6	374,616		$960
Tar Pits Park		9	392,040		$880
Bike / Multiuse Trails					
Carpinteria Creek Bike Path		3	130,680		$480
Franklin Creek Bike Path		0.5	21,780		$140
Santa Monica Bike Path		1	43,560		$140
Tar Pits Park to Harbor Seal Rookery		0.85	37,026		$220
Street Planters					
Carpinteria Avenue - east bound		0.10	4,214		[redacted]
Carpinteria Avenue - west bound		0.52	22,707		[redacted]
Casitas Pass Road - center median		0.06	2,460		[redacted]
Linden Avenue-south bound		0.03	1,400		[redacted]
Linden Avenue- north bound		0.02	782		[redacted]
Linden Avenue- center mediad		0.02	880		[redacted]
Linden Avenue- seal fountain plaza		0.00	115		[redacted]
Linden Avenue- north of carp avenue		3.91	170,250		[redacted]
[redacted]					[redacted]
Public Facilities					
Carpinteria City Hall		4.65	202,554		$720
Carpinteria Community Pool		0.85	37,026		$640
Seaside Park		0.45	19,602		$480

		Acres	Sq Ft.	Turf Area	Monthly Service Cost
Veterans Hall Campus		0.7	30,492		$540
Unimproved/ Future Maint Areas					
City Lot #4		1.4	60,984		Included
Farmer Parcel		1.54	67,082		Included
New Cal Trans Landscapes					Included
Parking Lots					
Parking Lot No. 1		1	43,560		$195
Parking Lot No. 2		0.45	19,602		$195
Parking Lot No. 3		1.4	60,984		$195
Wullbrandt Way Parking		0.15	6,534		$195
Total Turf Area			17.60	766,501	
Total Parkland Acreage		132.2058			
TOTAL MONTHLY SERVICE COST					$18,500
Additional Services					
Clover / Broadleaf Control in turf	per sq. ft	0.005			
Top Dressing (labor)	per sq. ft	0.004			
Aeration	per sq. ft	0.006			
Sprinkler Nozzle Replacement	Material only	4" $15 6" $20	Completed by crew		
Rotor Popup Repair/ Replacement	Material only	$30	Completed by crew		
Lateral Line Repair	each	$175	$ Includes tech		
1" Valve Repair/ Replacement	each	$335	$ Includes tech		
1.5"Valve Repair/ Replacement	each	$385	$ Includes tech		
2" Valve Repair/ Replacement	each	$399	$ Includes tech		
Valve Solenoid Replacement	each	$115	$ Includes tech		
Valve Diaphragm Replacement	each	$135	$ Includes tech		
1" Main Line Repair	each	$349	$ Includes tech		
1.5" Main Line Repair	each	$569	$ Includes tech		
2" Main Line Repair	each	$579	$ Includes tech		
Planting Labor Per Flat (seasonal)	each	Included			
Planting Labor Per One Gallon	each	$45 per/hr			
Planting Labor Per 5 Gallon	each	$45 per/hr			
Planting Labor Per 15 Gallon	each	$45 per/hr			
[illegible]		*Regular Included	*Infestation $75/hr		
Mulch Distribution Labor	Included	$45 per/hr. for excess loads			

SHOWSCAPES | Urban Landcare Management | Environmentally Friendly

X. ENVIRONMENT FRIENDLY LANDCARE AT AN AFFORDABLE PRICE

Providing the community with a job that exceeds their expectations.

Contract includes Senior Account Manager, Account Manager, Area Supervisor, Plant Health Care Manager, Certified Arborist, Operations Manager, Irrigation tech, Administration Manager and all below:

- American Green Zone Alliance Certified Service Pro
- Zero Emissions Service Provider (100% Battery Powered Equipment)
- Nontoxic gopher and ground squirrel control (CO_2 compressed gas)
- 90 Day Enhancement and Clean Up Plan (Included at no charge)
- Irrigation - Water Management
- IPM Program (chemicals not included)
- Weeding, mulching, trimming, edging, mowing & blowing
- Debris and liter pick up
- Green waste recycling
- Minor irrigation repairs/sub surface – parts billed separate
- Removal of tree stakes where necessary
- Landscape Walk through as needed

LANDCARE MANAGEMENT PLAN: ($18,500)
4 team members for 5 full days per week
Should we determine additional man hours are necessary to achieve acceptable goals... we will provide additional labor at no cost (Performance Guarantee).

Irrigation Tech: *$65 per hour / plus material*

Thank you for providing Showscapes the opportunity to submit an Eco-Friendly Landcare Management Plan for the city of Carpinteria. Our goal and commitment is to provide you with a Landcare team that is efficient, safe, and knowledgeable & environment friendly. Should you have any questions or wish to discuss further, please feel welcome to give us a call.

Respectfully,

Jerry Monahan
CEO | Operations Manager
Certified Arborist WE-2213A
Independent Consulting Arborist
CSL #797240 – QAL #101984

SHOWSCAPES | Urban Landcare Management | Environmentaliy Friendly

CONTRACT ACCEPTANCE TERMS

SCOPE OF WORK & SAFETY:
Showscapes shall perform all work as indicated and shall be completed in a safe & professional manner according to industry standards. Our company shall provide all labor, materials, and equipment necessary to perform all applicable Landcare Management work.

INSURANCE: Workers Compensation & Employers Liability - $1,000,000, General Commercial Liability - Each Occurrence $1,000,000, General Aggregate $2,000,000. Upon approval of this contract, a certificate naming the Association as additional insured will be submitted.

TERM: The start date: week of April 1, 2021. This agreement will automatically renew on a month to month basis.

TERMINATION: Either party can terminate this contract at any time, with a thirty day written notice.

PAYMENT: City of Carpinteria agrees to pay ShowScapes **$18,500.00** per. month. Invoices are payable Net 30 and are due at the end of each service month. If payment is with credit card, a 3% processing fee may apply.

HOLIDAYS: We observe the following Holidays – New Year's Day, Memorial Day, and July 4th, Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day. Up to six rainy days are assumed in this contract, we will make every effort to provide satisfactory service in the event of such occurrences.

EMERGENCY CALL OUTS:
$65/hour. In case of an emergency call out, contact Kimberly Monahan, cell number (805) 732-1262.

ALTERNATIVE DISPUTE RESOLUTION: The parties agree that any claim or dispute relating to this agreement, as well as any other matters, disputes, or claims between them, shall first be Mediated and/or Arbitrated in an attempt to resolve any and all issues. Initially, the parties agree to consider mediating the dispute. The parties agree that any claim or dispute between the parties that arises out of this contract or the relationship or obligations contemplated under this contract, including the validity of this Mediation and Arbitration clause, if not resolved through Mediation, shall be resolved through final and binding Arbitration. Any award of the Arbitrator is final and binding, and may be entered as a judgment in any court having jurisdiction. In the event a court having jurisdiction finds any portion of this agreement unenforceable, that portion shall not be effective and the remainder of the agreement shall remain effective.

City of Carpinteria: _____ Date: _____

_____ Date: 4/20/21
Authorized Showscapes Representative

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.

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 Contractor 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 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.

23. The Contractor's insurance is primary to that of any insurance claimed by the City.

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 REQUIREMENTS

The Contractor 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 hereby acknowledge my obligation to secure payment of Workers' Compensation before beginning work.

Contractor

By: Jerry Mond PRESIDENT CEO
Name, Title of Signator

Dated: 4/20/24

SHOWINC-01 JBROWN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/20/2021

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
Assured Partners of CA Insurance Services, LLC dba: Wateridge Insurance Services
10717 Sorrento Valley Road
San Diego, CA 92121

CONTACT NAME: Diane Grubbs
PHONE (A/C, No, Ext): (858) 452-2200 FAX (A/C, No): (858) 452-6004
E-MAIL ADDRESS: dgrubbs@wateridge.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Greenwich Insurance Company	22322
INSURER B : XL Insurance America, Inc.	24554
INSURER C : Cypress Insurance Company	10855
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Showscapes, Inc. dba Treescapes
365 Willis Avenue
Camarillo, CA 93010

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X	X	NPC100420200	11/30/2020	11/30/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X Include E&O						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO	X	X	NBA100420400	11/30/2020	11/30/2021	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE			NEC600631100	11/30/2020	11/30/2021	AGGREGATE	$ 2,000,000
	DED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y	N / A		SHWC141261	7/1/2020	7/1/2021	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Equipment Floater			NIM100420300	11/30/2020	11/30/2021	Scheduled Equipment	151,034

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Insureds operations performed under written contract

City of Carpinteria, its officials, employees, volunteers, and agents, are named additional insured with respects to general and auto liability. Coverage is Primary and Non Contributory. GL/AUTO waivers apply.

CERTIFICATE HOLDER

City of Carpinteria
5775 Carpinteria Avenue
Carpinteria, CA 93013

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Blanket as required by written contract.	Blanket as required by written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

However:

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

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

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

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

© Insurance Services Office, Inc., 2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Blanket as required by written contract.	Blanket as required by written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

However:

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

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

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

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

© Insurance Services Office, Inc., 2018

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

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

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

© Insurance Services Office, Inc., 2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

© Insurance Services Office, Inc., 2018

N. BLANKET WAIVER OF SUBROGATION

The following is added to Section **IV**-Commercial General Liability Conditions:

Waiver of Subrogation

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of premises owned or occupied or rented or loaned to you; ongoing operations performed by you or on your behalf, done under a contract with that person or organization; "your work"; or "your products". We waive this right where you have agreed to do so as part of a written contract, executed by you prior to loss.

O. INCIDENTAL MEDICAL MALPRACTICE INJURY

1. For insurance applicable to this Article O, the definition of "bodily injury" in Section **V** - Definitions is amended to include, "Incidental Medical Malpractice Injury".

2. The following definition is added to Section **V**- Definitions:

   "Incidental medical malpractice injury" means "bodily injury", mental anguish, sickness or disease sustained by a person, including death resulting from any of these at any time, arising out of the rendering of, or failure to render, the following services:

   a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages;

   b. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;

   c. First aid; or

   d. "Good Samaritan Services". As used in this Article **O.**, "Good Samaritan Services" are those medical services rendered or provided in an emergency and for which no remuneration is demanded or received.

3. Paragraph **2.a.(1)(d)** of Section **II** -Who Is An Insured does not apply to any registered nurse, licensed practical nurse, emergency medical technician or paramedic employed by you, but only while performing the services described in Paragraph **2.** above and while acting within the scope of their employment by you. Any "employees" rendering "Good Samaritan Services" will be deemed to be acting within the scope of their employment by you.

4. The following exclusion is added to Paragraph **2.** Exclusions of Coverage **A.** – Bodily Injury And Property Damage Liability of Section **I –** Coverages:

   [This insurance does not apply to:)

   Willful Violation of Penal Statute

   Liability arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals by or with the knowledge or consent of the insured.

5. For the purposes of determining the applicable Limits of Insurance, any act or omission, together with all related acts or omissions in the furnishing of services described in Paragraph **2.a.** through **2.d.** above to any one person, will be considered one "occurrence".

6. This Article **O.** does not apply if you are in the business or occupation of providing any of the services described in Paragraph **2.** above.

© 2008, XL America, Inc.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XL PLUS BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

COVERAGE DESCRIPTION

- **A. Temporary Substitute Auto Physical Damage**
- **B. Who Is An Insured**
  - **1. Broad Form Insured**
  - **2. Employees As Insureds**
  - **3. Additional Insured By Contract, Agreement or Permit**
  - **4. Employee Hired Autos**
- **C. Supplementary Payments**
- **D. Amended Fellow Employee Exclusion**
- **E. Physical Damage Coverage**
  - **1. Rental Reimbursement**
  - **2. Extra Expense – Broadened Coverage**
  - **3. Personal Effects Coverage**
  - **4. Lease Gap**
  - **5. Glass Repair – Waiver Of Deductible**
- **F. Physical Damage Coverage Extensions**
  - **1. Additional Transportation Expense**
  - **2. Hired Auto Physical Damage**
- **G. Business Auto Conditions**
  - **1. Notice Of Occurrence**
  - **2. Waiver Of Subrogation**
  - **3. Unintentional Failure To Disclose Hazards**
  - **4. Primary Insurance**
- **H. Bodily Injury Redefined**
- **I. Extended Cancellation Condition**

© 2013 X.L. America, Inc. All Rights Reserved.
May not be copied without permission.
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

A. Temporary Substitute Auto Physical Damage

SECTION I – COVERED AUTOS, C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos is changed by adding the following:

If Physical Damage coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Physical Damage coverage:

1. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:

   a. Breakdown;

   b. Repair;

   c. Servicing;

   d. "Loss"; or

   e. Destruction.

B. Who Is An Insured

SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured is changed by adding the following:

1. Broad Form Insured

For any covered "auto", any subsidiary, affiliate or organization, other than a partnership or joint venture, as may now exist or hereafter be constituted over which you assume active management or maintain ownership or majority interest, provided that you notify us within ninety (90) days from the date that any such subsidiary or affiliate is acquired or formed and that there is no similar insurance available to that organization. However, coverage does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

2. Employees As Insureds

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow, in your business or your personal affairs.

3. Additional Insured By Contract, Agreement Or Permit

Any person or organization with whom you have agreed in writing in a contract, agreement or permit, to provide insurance such as is provided under this policy, provided that the "bodily injury" or "property damage" occurs subsequent to the execution of the written contract, agreement or permit.

4. Employee Hired Autos

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

© 2013 X.L. America, Inc. All Rights Reserved.
May not be copied without permission.
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, b. is replaced with the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

C. Supplementary Payments

SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is changed as follows:

Item **(2)** is deleted and replaced by the following:

(2) Up to $3,500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

Item **(4)** is deleted and replaced by the following:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

D. Amended Fellow Employee Exclusion

SECTION II – COVERED AUTOS LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee does not apply.

The insurance provided under this Provision **D.** is excess over any other collectible insurance.

E. Physical Damage Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage is changed by adding the following:

1. Rental Reimbursement

a. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.

b. We will pay only for those expenses incurred during the policy period beginning twenty-four (24) hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

© 2013 X.L. America, Inc. All Rights Reserved.
May not be copied without permission.
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

(1) The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.

(2) Thirty (30) days.

c. Our payment is limited to the lesser of the following amounts:

(1) Necessary and actual expenses incurred.

(2) $50 any one day per private passenger "auto";
$100 any one day per truck;
$1,500 any one period per private passenger "auto";
$3,000 any one period per truck; or
Higher limits if shown elsewhere in this policy.

d. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

e. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

2. Extra Expense – Broadened Coverage

We will pay for the expense of returning a stolen covered "auto" to you.

3. Personal Effects Coverage

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to $500 for "personal effects" stolen from the "auto".

As used in this endorsement, "personal effects" means tangible property that is worn or carried by an "insured". "Personal effects" does not include tools, jewelry, money or securities.

4. Lease Gap

In the event of a total "loss" to a covered "auto" shown in the Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

a. The amount paid under the Physical Damage Coverage Section of the policy; and

b. Any:

(1) Overdue lease/loan payments at the time of the "loss";

(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(3) Security deposits not returned by the lessor;

(4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchases with the loan or lease; and

(5) Carry-over balances from previous loans or leases.

© 2013 X.L. America, Inc. All Rights Reserved.
May not be copied without permission.
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

5. Glass Repair – Waiver Of Deductible

No deductible applies to glass damage if the glass is repaired rather than replaced.

F. Physical Damage Coverage Extensions

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by the following:

1. Additional Transportation Expense

Sections a. and **b.** are amended to provide a limit of $50 per day and a maximum limit of $1,000.

2. Hired Auto Physical Damage

The following section is added:

Any "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" for physical damage coverage. The most we will pay for each covered "auto" is the lesser of:

(1) the actual cash value;

(2) the cost for repair or replacement; or

(3) $50,000, or higher limit if shown on the Declarations for Hired Auto Physical Damage Coverage.

For each covered "auto" a deductible of $100 for Comprehensive Coverage and $1,000 for Collision Coverage will apply.

G. Business Auto Conditions

SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions is changed by the following:

1. Notice Of Occurrence

Section 2. – Duties In The Event Of Accident, Claim, Suit Or, Loss, a. is changed by adding the following:

If you report an injury to an "employee" to your workers' compensation carrier and if it is subsequently determined that the injury is one to which this insurance may apply, any failure to comply with this condition will be waived if you provide us with the required notice as soon thereafter as practicable after you know or reasonably should have known that this insurance may apply.

2. Waiver Of Subrogation

Section 5. Transfer Of Rights Of Recovery Against Others To Us is changed by adding the following:

However, this Condition does not apply to any person(s) or organization(s) with whom you have a written contract, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under such contract with that person or organization.

© 2013 X.L. America, Inc. All Rights Reserved.
May not be copied without permission.
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions is changed by the following:

3. Unintentional Failure To Disclose Hazards

The following condition is added:

Your unintentional failure to disclose all hazards as of the inception date of the policy shall not prejudice any insured with respect to the coverage afforded by this policy.

4. Primary Insurance

Condition 5. Other Insurance is changed by adding the following:

For any covered "auto" this insurance shall apply as primary and not contribute with any other insurance where such requirement is agreed in a written contract executed prior to a "loss".

H. Bodily Injury Redefined

SECTION V – DEFINITIONS, C. "Bodily injury" is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.

I. Extended Cancellation Condition

COMMON POLICY CONDITIONS (Form IL 00 17), A. Cancellation, 2.b. is replaced by the following:

The greater of sixty (60) days or the time required by any applicable state amendatory endorsement before the effective date of cancellation if we cancel for any other reason.

All other terms and conditions of this policy remain unchanged.

© 2013 X.L. America, Inc. All Rights Reserved.
May not be copied without permission.
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

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

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Showscapes, Inc dba Treescapes

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

365 Willis Ave

Requester's name and address (optional)

6 City, state, and ZIP code

Camarillo Ca 93010

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

7	7	–	0	4	4	3	0	5	7

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here **Signature of U.S. person** ▶ Jenny Mom **Date** ▶ 4/20/21

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

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

Receipt Number: R00008425
Cashier Name: Ashley Chaparro
Terminal Number: 5
Receipt Date: 4/20/2021 4:44:57 PM

Account: 20210309 SHOWSCAPES INC. TREESCAPE
Trans Code: BL - Business License Payment **$69.00**

20210309-06/30/21 SHOWSCAPES INC. TREESC
PER EMPLOYEE FEE 25.00CR
STATE DISABILITY ACCE 4.00CR
BL REVIEW NEW-OUT OF 40.00CR

Total Balance Due: **$69.00**

Payment Method: 03-CREDIT CARD Payor: SHOWSCAPES INC. TREESCAPE Reference: Visa-Authorized Amount: $69.00

Total Payment Received: **$69.00**

Change: **$0.00**

Cardmember acknowledges receipt of goods and/or services in the amount of the total shown hereon and agrees to perform the obligations set forth by the cardmember's agreement with the issuer.

X

CITY OF CARPINTERIA

FIRST AMENDMENT TO AGREEMENT FOR MAINTENANCE SERVICES

This First Amendment ("Amendment") is effective the 1st day of May, 2024 to an agreement for landscapes maintenance services between the City of Carpinteria ("City") and Showscapes, Inc. dba Treescapes ("Contractor") dated the 1st day of May, 2021.

The Agreement between City and Contractor currently provides under Section 3 (Term), the ability for the City to extend the Agreement on the same terms for two (2) additional one (1) year periods, at the City's option; and

The City exercises its option to extend the Agreement by one (1) additional year until April 30, 2025 ("Option Period"), amend the scope of work to include additional city assets, and to increase the annual agreement cost by 3.3% beginning July 1st, 2024, as requested by Contractor in Exhibit "A" for an amount not-to-exceed $267,600.00 for a total amended agreement amount of $961,410.00; and

The Contractor agrees to complete Basic Work consistent with Section 1.1 (Basic Work) and complete said basic work during the Option Period; and

The City and Contractor agree that except as expressly modified by this Amendment, all other provisions, terms and conditions of the Agreement remain unchanged and in full force and effect; and

The City Council, on this 22nd day of April, 2024, approves this Amendment and authorizes the City Manager to execute this Amendment to be effective May 1, 2024.

Now therefore the City and Contractor agree as follows that Agreement be, and hereby is, amended consistent with the foregoing.

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

"CITY"
City of Carpinteria

By:_____
Michael Ramirez, City Manager

"CONTRACTOR"
Showscapes, Inc. (dba Treescapes)

By:_____
Jerry Monahan, CEO

APPROVED AS TO FORM:
City of Carpinteria

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

ATTEST:
City of Carpinteria

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

CITY OF CARPINTERIA
INCORPORATED
SEPT. 28, 1965
CARPINTERIA, CALIF.

EXHIBIT A

THIS PAGE INTENTIONALLY LEFT BLANK

SHOWSCAPES
Urban Landcare Management | Environmentally Friendly

EXHIBIT "A"

ADDENDUM

SHOWSCAPES MAINTENANCE AGREEMENT & SPECIFICATIONS FOR CITY OF CARPINTERIA

This Addendum is to include the following locations to the existing landscape maintenance management agreement for City of Carpinteria:

Casitas Pass Rd & Via Real Triangle Landscape Maintenance (Cal Trans to City of Carpinteria) 4 x per month = $1,200.00 per month

Skate Park Landscape Maintenance: 4 x per month = $1,200.00

New Path between Linden & Holly Landscape Maintenance: 4 x per month = $690.00 per month

Total: $3,090.00 per month

Agreed upon and accepted:

SHOWSCAPES, INC
Company Name

1200 Paseo Camarillo #255
Address

CAMARILLO, CA 93010
City, State, ZIP

#797240
Contractor's License Number

_____
Authorized Signature

JERRY MONAHAN
Typed/Printed Name

805-484-5849
Telephone

77-0443057
Federal Tax ID#

_____ Date: _____
City of Carpinteria Representative

City of Carpinteria					
Parks and Landscape Maintenance					
Urban Parks		Acres	Sq Ft.	Turf Area	Monthly Service Cost
Carpinteria Community Garden		0.6	26,136		Upon Request
Carpinteria Creek Park		1.03	44,867	11,720	$845
El Carro Park		9.75	424,710	278,550	$1,873
Franklin Creek Park		0.95	41,382		$402
Heath Ranch Park		2.4	104,544	72,710	$819
Historical Marker Park		0.05	2,178		$201
Memorial Park		2.1	91,476	73,950	$819
Mills Corner		0.06	2,614		$98
Monte Vista Park		3.66	159,430	101,800	$845
Tomol Interpretive Play Area and Trail		2.2	95,832	1,411	$628
Viola Fields		6	261,360	226,360	$1,873
Open Space / Natural Areas					
Carpinteria Bluffs Preserve		39	1,698,840		$608
Lagunitas Park		2.56	111,514		Included
Rincon Bluffs Preserve		21.65	943,074		$906
Salt Marsh Nature Park		8.6	374,616		$989
Tar Pits Park		9	392,040		$906
Bike / Multiuse Trails					
Carpinteria Creek Bike Path		3	130,680		$494
Franklin Creek Bike Path		0.5	21,780		$144
Santa Monica Bike Path		1	43,560		$144
Tar Pits Park to Harbor Seal Rookery		0.85	37,026		$227
Street Planters					
Carpinteria Avenue - east bound		0.1	4,214		Included
Carpinteria Avenue - west bound		0.52	22,707		Included
Casitas Pass Road - center median		0.06	2,460		Included
Linden Avenue-south bound		0.03	1,400		Included
Linden Avenue- north bound		0.02	782		Included
Linden Avenue- center median		0.02	880		Included

Linden Avenue- seal fountain plaza		0	115		Included
Linden Avenue- north of Carp Avenue		3.91	170,250		Included
Total Downtown Tee- Linden & Carp Ave					$2,982
Linden to Holly Path					$732
Casitas Pass & Via Real Triangle (Cal Trans Landscape)					$1,273
Public Facilities					
Carpinteria City Hall		4.65	202,554		$742
Skate Park (Daily Service)					$1,236
Carpinteria Community Pool		0.85	37,026		$660
Seaside Park		0.45	19,602		$494
Veterans Hall Campus		0.7	30,492		$556
Unimproved/ Future Maint Areas					
City Lot #4		1.4	60,984		Included
Farmer Parcel		1.54	67,082		Included
Parking Lots					
Parking Lot No. 1		1	43,560		$201
Parking Lot No. 2		0.45	19,602		$201
Parking Lot No. 3		1.4	60,984		$201
Wullbrandt Way Parking		0.15	6,534		$201
Total Turf Area			17.6	766,501	
Total Parkland Acreage		132.2058			
TOTAL MONTHLY SERVICE COST					$22,300
Additional Services					
Clover / Broadleaf Control in turf	per sq. ft	0.005			
Top Dressing (labor)	per sq. ft	0.004			
Aeration	per sq. ft	0.006			
Sprinkler Nozzle Replacement	Material only	4" $15 6" $20	Completed by crew		
Rotor Popup Repair/ Replacement	Material only	$40	Completed by crew		
Lateral Line Repair	each	$175	$ Includes tech		

1" Valve Repair/ Replacement	each	$335	$ Includes tech		
1.5"Valve Repair/ Replacement	each	$409	$ Includes tech		
2" Valve Repair/ Replacement	each	$419	$ Includes tech		
Valve Solenoid Replacement	each	$135	$ Includes tech		
Valve Diaphragm Replacement	each	$145	$ Includes tech		
1" Main Line Repair	each	$349	$ Includes tech		
1.5" Main Line Repair	each	$569	$ Includes tech		
2" Main Line Repair	each	$579	$ Includes tech		
Planting Labor Per Flat (seasonal)	each	Included			
Planting Labor Per One Gallon	each	$45 per/hr			
Planting Labor Per 5 Gallon	each	$45 per/hr			
Planting Labor Per 15 Gallon	each	$45 per/hr			
Gopher Control - all improved areas		*Regular Included	*Infestation $75/hr		
Mulch Distribution Labor	Included	$45 per/hr. for			

Agenda Section: Public Hearing
Agenda Item No.: 11
Council Meeting Date: May 27, 2025

City of Carpinteria

COUNCIL AGENDA STAFF REPORT

ITEM FOR COUNCIL CONSIDERATION

Resolution No. 6398, concerning the continuation of Street Lighting District No. 1 for Fiscal Year 2025-26.

STAFF RECOMMENDATION

Adopt Resolution No. 6398, concerning the continuation of Street Lighting District No. 1 for Fiscal Year 2025-26.

Sample Motion: I move to adopt Resolution No. 6398, as read by title only.

BACKGROUND/DISCUSSION

The Street Lighting District No. 1 (District) is legally an independent special district that is governed by the City of Carpinteria. In 1977, the District was established to finance street lighting costs and continues to date. Due to the fact that this District was formed before Proposition 13 and is a property taxing district, the District is entitled to a very small share (less than 1-percent) of the basic one percent property tax rate. Assessments are used for both operations and maintenance of the street lighting system. Once a sufficient balance is accumulated, the assessments are also used to finance capital projects such as new or replacement street lights.

On March 24, 2025, the City Council adopted Resolution No. 6375, ordering a report on the status and projections for the District for Fiscal Year 2025-26. On April 28, 2025, the City Council adopted Resolution Nos. 6388 and 6389, as provided in Attachment A, accepting the Report of the City Engineer and setting the matter for a public hearing on May 27, 2025.

The purpose of this agenda item is to open the public hearing; receive any testimony and/or protests concerning the continuation of the District; close the public hearing; and adopt Resolution No. 6398, as provided in Attachment B, concerning the continuation of the District for Fiscal Year 2025-26.

POLICY CONSISTENCY

The recommendation can be found consistent with policies of the City's General Plan and Local Coastal Plan, as described below:

Community Design Element Objective CD-8: *To encourage and facilitate pedestrian and bicycle pathways.*

FINANCIAL CONSIDERATIONS

The ending fund balance as of June 30, 2024, was $541,062. Revenues, expenditures and net transfers from/to other funds for Fiscal Year 2024-25 are projected to be $247,250, $235,050, and $0, respectively, leaving an estimated fund balance of $553,262, as of June 30, 2025.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

A notice of this hearing was published on May 15, 2025, in the Coastal View News, posted at City Hall, and mailed to the required mailing list of agencies and interested persons.

OPTIONS

1. Adopt Resolution No. 6398, concerning the continuation of the Street Lighting District No. 1 for Fiscal Year 2025-26. (Staff Recommendation).
2. The City Council could choose not to continue the Street Lighting District No. 1; however, the City cannot legally collect the assessments.

PRINCIPAL PARTIES EXPECTED AT MEETING

There are no principal parties expected at the meeting.

ATTACHMENTS

Attachment A: Resolution Nos. 6388 and 6389
Attachment B: Resolution No. 6389

Staff contact:
Stephon Downes, Management Analyst
(805) 755-4446; stephond@carpinteriaca.gov

Signature

Reviewed by:
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:
Ryan Kintz, Assistant City Manager
(805) 755-4450; ryank@carpinteriaca.gov

Signature

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

Signature

ATTACHMENT A

Resolution Nos. 6388 and 6389

RESOLUTION NO. 6388

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA ACCEPTING AND ORDERING THE FILING OF THE REPORT OF THE CITY MANAGER OF SAID CITY FOR THE FURNISHING OF ELECTRIC CURRENT AND THE MAINTENANCE OF CERTAIN LIGHTING FIXTURES AND APPLIANCES IN THE CITY OF CARPINTERIA STREET LIGHTING DISTRICT NO. 1 (FY 2025-26)

WHEREAS, pursuant to the provisions of the "Street Lighting Act of 1919" of the State of California (Part 1 of Division 14, of the Streets and Highways Code of said State), as amended, the City Council of the City of Carpinteria did on March 24, 2025 adopt Resolution 6375 instructing the City Manager to make and file with the City Council a report in writing presenting certain matters relating to street lighting assessment districts for the furnishing of electric energy and the servicing and maintenance of all street lights in said City; and

WHEREAS, the City Manager of the City of Carpinteria has presented to the City Council a report in writing dated April 28, 2025, presenting certain matters relating to the furnishing of electric energy and the servicing and maintenance of all street lights in the City of Carpinteria Street Lighting District No. 1; and

WHEREAS, proceedings for the lighting, maintenance and servicing district are to be undertaken pursuant to the provisions of the "Street Lighting Act of 1919," Part 1 of Division 14, of the Streets and Highways Code, as amended, and particularly as contemplated under the provisions of said law; and

WHEREAS, this City Council has carefully examined and inspected the report of the City Manager, and is satisfied with each and all of the items set forth in said report;

NOW, THEREFORE, BE IT RESOLVED as follows:

SECTION 1. That the report of the City Manager of the City of Carpinteria, dated April 22, 2024, is hereby accepted and is hereby ordered filed with the City Clerk of the City.

SECTION 2. That the City Clerk shall certify to the passage and adoption of this resolution and shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council in the minutes of the meeting at which the same is passed and adopted.

PASSED, APPROVED AND ADOPTED on April 28, 2025 by the following vote:

AYES: COUNCILMEMBER(S): Clark, Mayer, Nomura, Solorzano, Alarcon

NOES: COUNCILMEMBER(S): None

ABSENT: COUNCILMEMBER(S): None

ABSTAIN: COUNCILMEMBER(S): None

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 April 28, 2025.

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

RESOLUTION NO. 6389

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA DECLARING ITS INTENTION TO CONTINUE FURNISHING ELECTRICAL ENERGY, SERVICING AND MAINTENANCE OF ALL STREET LIGHTS, APPLIANCES AND FIXTURES ON THE STREETS AND PUBLIC PLACES IN THE CITY OF CARPINTERIA, FOR THE PERIOD BEGINNING JULY 1, 2025 AND ENDING JUNE 30, 2026, AS PERMITTED BY THE STREET LIGHTING ACT OF 1919, FOR CARPINTERIA STREET LIGHTING DISTRICT NO. 1, AND APPOINTING A TIME AND PLACE FOR HEARING PROTESTS IN RELATION THERETO (FY 2025-26)

The City Council of the City of Carpinteria, California, does hereby resolve, declare, determine and order as follows:

SECTION 1. That the public interest and convenience require, and it is the intention of the City Council of the City of Carpinteria, to order the furnishing of electric energy, servicing and maintenance of all street lights, appliances and fixtures, on portions of public streets, places, avenues, courts, and drives within said City, all as shown on Diagram and Plan No. LP-1977-2002-E, on file in the office of the City Clerk to be maintained and electric current to be furnished for lighting said fixtures and appliances for the period beginning July 1, 2025, and ending June 30, 2026 (Street Lighting District No. 1) permitted by the Street Lighting Act of 1919, in accordance with the report of the City Manager dated April 28, 2025, on file in the office of the City Clerk, and which is hereby referred to and by this reference incorporated herein and made a part hereof. The period of time for the furnishing of electric current and maintenance for the fixtures and appliances on said streets (or rights-of-way stated above) shall be set forth in a "NOTICE OF IMPROVEMENT," which said notice the law requires to be both published and posted. All of the work and improvement shall be done in accordance with the plans and specifications referred to in the report of the City Manager dated April 28, 2025.

SECTION 2. That public interest and convenience further requires, and that it is the intention of the City Council, from time to time to add certain lighting fixtures, lamps and appliances and/or the replacement of certain existing street lighting fixtures, lamps and appliances on and along said public streets, places, avenues, courts and drives, as they become necessary, said cost to be included in the District costs.

SECTION 3. That the City Treasurer has established a special fund known as "Carpinteria Street Lighting District, No. 1 Fund"; said City Treasurer shall place in said special fund all moneys collected by the Tax Collector pursuant to the provision of Section 6 of this resolution as soon as said moneys have been transferred to said City Treasurer. Payments shall be made out of said special fund only for the purposes provided for in this

resolution. To expedite the making of this improvement, the City Council may transfer into said special fund, out of any money in the general fund, such sums as it may deem necessary, and the sums so transferred, shall be deemed a loan to such special fund, and shall be repaid out of the proceeds of the assessments provided for in this resolution.

SECTION 4. That said contemplated work of improvement, in the opinion of the City Council, is of more than local or ordinary benefit, and said Council hereby makes the expense of said work and improvement chargeable upon a district, which district said Council hereby declares to be the district benefited by said work and improvements, and to be assessed to pay the cost and expense thereof, which said District includes the entire City of Carpinteria as shown on Diagram and Plan No. LP-1977-2002-E (District No. 1) on file in the office of the City Clerk, on which Diagram and Plans the extent of said District is indicated, and the exterior boundaries thereof are described by a boundary line, (being the City Boundary Lines including annexations completed prior to June 30, 1992) and to which said Diagram and Plan reference is hereby made for a complete and detailed description of said district, excepting from said district any portion of any public street or alley that may be included therein. The said diagram on file shall govern for all details as to the extent of said District.

SECTION 5. Any lots or parcels of land known as public property, as the same is defined in Section 18014, Part 1, Division 14, Streets and Highways Code, as amended ("Street Lighting Act of 1919"), hereinafter referred to, which are included in the said District shall be exempt from the assessment to be made to cover and expenses of said contemplated improvement.

SECTION 6. That the improvements contemplated by the Resolution of Intention shall be done under the provisions of the "Street Lighting Act of 1919" (now Part 1 of Division 14 of the Streets and Highways Code of the State of California), as amended.

SECTION 7. That on May 27, 2025, at approximately 5:30 P.M., at City Council Chambers in City Hall, located at 5775 Carpinteria Avenue, is hereby appointed as the date and place for hearing protests in reference to said improvement and also in reference to those matters stated in Section 2, above.

SECTION 8. That the City Clerk is hereby authorized, designated and directed to give notice of said hearing in time, form and manner as required by law.

SECTION 9. That the Coastal View, a newspaper of general circulation, published in the County of Santa Barbara and circulated within the City of Carpinteria, is hereby designated as the newspaper in which such notice shall be published.

SECTION 10. That this resolution shall take effect immediately and the City Clerk shall certify to the passage and adoption of this resolution; shall enter the same among the original resolutions of the City Council of said City, and shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council of said City in the minutes of the meeting at which the same is passed and adopted.

PASSED, APPROVED AND ADOPTED on April 28, 2025 by the following vote:

AYES:	COUNCILMEMBER(S):	Clark, Mayer, Nomura, Solorzano, Alarcon
NOES:	COUNCILMEMBER(S):	None
ABSENT:	COUNCILMEMBER(S):	None
ABSTAIN:	COUNCILMEMBER(S):	None

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 April 28, 2025.

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

Resolution No. 6398

RESOLUTION NO. 6398

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA CONFIRMING THE REPORT OF THE CITY MANAGER AND CITY ENGINEER, CONFIRMING THE PLANS, ESTIMATE, DIAGRAM AND ASSESSMENT CONTAINED IN THE REPORT; CONFIRMING THAT NO PROTESTS OR OBJECTIONS WERE FILED IN THE PROCEEDINGS UNDER RESOLUTION OF INTENTION NO. 6375 LEVYING THE AD VALOREM TAX FOR SERVICE NECESSARY AS SHOWN ON DIAGRAM AND PLAN NO. LP-1977-2002-G, FOR THE PERIOD BEGINNING JULY 1, 2025 AND ENDING JUNE 30, 2026; ORDERING THE CITY CLERK TO TRANSMIT DIAGRAM AND ASSESSMENT TO THE COUNTY TAX COLLECTOR; AND EMPOWERING TAX COLLECTOR TO MAKE COLLECTIONS (FY 2025-26) CARPINTERIA STREET LIGHTING ASSESSMENT DISTRICT NO. 1

WHEREAS, the City Manager of the City of Carpinteria heretofore filed with this City Council a report in writing dated April 28, 2025, presenting certain matters relating to the continuation of Street Lighting District No. 1, which report was approved by the City Council on April 28, 2025 by Resolution No. 6388; and

WHEREAS, by Resolution No. 6389, adopted April 28, 2025, this City Council declared its intention to order the furnishing of electric energy, servicing and maintenance of the street lights in the City of Carpinteria, under and pursuant to the provisions of the Street Lighting Act of 1919, Part 1 of Division 14 of the Streets and Highways Code of the State of California; and

WHEREAS, by said Resolution No. 6389, adopted April 28, 2025, this City Council designated Tuesday, May 27, 2025 at the hour of 5:30 P.M. in the City Hall Council Chambers, at 5775 Carpinteria Avenue, Carpinteria, California, as the time and place for the hearing of protests and objections in relation to said improvement and assessment, and notices of said hearing were duly posted and published, and affidavits of said posting and publication have been duly filed; and

WHEREAS, at the time and place fixed in Resolution No. 6389, a hearing was duly held by this City Council at which no protests or objections were presented, and this City Council gave all persons present an opportunity to be heard in respect of any matter relating to the work or assessment proposed in said Resolution of Intention; and

WHEREAS, this City Council has taken evidence relating to whether public convenience and necessity require said work or improvement and also evidence relating to said proposed work, the boundaries of the proposed assessment district and the

benefits to the property to be included in the proposed assessment district, and is fully informed in the premises.

NOW, THEREFORE, BE IT RESOLVED as follows:

SECTION 1. That no protests or objections having been filed, the said City Council does hereby approve, confirm and adopt the said Report of the City Manager and City Engineer and the plans, estimate, diagram and assessment contained in said Report and attached as Exhibit 1.

SECTION 2. That each and all documents, resolutions and instruments hereinbefore referred to in connection with the aforesaid proceedings are on file in the office of the City Clerk of the City of Carpinteria and are open to public inspection, and the same and each and all of them are expressly made a part hereof.

SECTION 3. That the City Council does hereby order the continued levying of the ad valorem tax for the furnishing of electric energy, servicing and maintenance of the street lights in the City of Carpinteria; does hereby fix and establish the period of time over which the proposed improvement shall extend as a period of one year, beginning July 1, 2025, and ending June 30, 2026, of said improvement upon the respective several subdivisions of land in the assessment district described and referred to in said Resolution of Intention; and does hereby levy for the fiscal year, July 1, 2025 to June 30, 2026, in the total amount permitted pursuant to Article XIII of the California State Constitution.

SECTION 4. That the City Clerk is hereby ordered to transmit, or cause to be transmitted, to the County Auditor of Santa Barbara County a certified copy of this Resolution and the said diagram and assessment upon which such levy is based; and the Santa Barbara County Tax Collector is hereby designated, requested, empowered, authorized, instructed and directed to make collection of all assessments as ordered by the City Council in said Assessment District, and to perform the acts and duties as are required by law of and to be performed by the officer, employee or person so designated. The City Clerk is hereby ordered to transmit, or cause to be transmitted, to the State Board of Equalization a certified copy of this Resolution.

PASSED, APPROVED AND ADOPTED on May 27, 2025 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 May 27, 2025.

_____
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

Exhibit 1 to Resolution No. 6398

Carpinteria Street Lighting District No. 1
Report of the City Engineer Relative To the Continuation of Carpinteria Street Lighting District No. 1
Dated April 28, 2025

CITY OF CARPINTERIA
CARPINTERIA STREET LIGHTING DISTRICT NO. 1
REPORT OF THE CITY ENGINEER
RELATIVE TO THE CONTINUATION OF CARPINTERIA STREET LIGHTING DISTRICT NO. 1

April 28, 2025

1. INTRODUCTION

This report is prepared pursuant to Resolution No. 6375 as adopted by the City Council on March 24, 2025. The objective of the report is to describe the status of the District, which provides street lighting for the City and to provide projections for Fiscal Year 2025-26.

2. BACKGROUND

The City assumed responsibility for funding street lighting within the City on July 1, 1977, in conjunction with the detachment of the City from County Service Area No. 11, the funding vehicle for street lighting prior to July 1, 1977. The City ultimately established two special districts to provide funding for street lighting; both are governed by the City Council and both cover the entire City. The second district, Street Lighting District No. 2, was suspended in 1985.

Street Lighting District No. 1 was formed by the City Council on November 22, 1976, for a period of five (5) years starting July 1, 1977 and has been continued each year thereafter in one-year increments. The Street Lighting Act of 1919 was the legal basis for this action. The District was formed to establish a way of financing street lights through the collection of the ad valorem (property) tax. The initial tax rate was about 15 cents per $100.00 of assessed valuation and the second year was 12.95 cents per $100.00. With the adoption of Proposition 13, a limit was placed on the overall tax rate as well as a reduction of the total tax base. Since the passage of Proposition 13, the district's share of the property tax has been about 1.8% of all property tax or a tax rate equivalent to about 1.8 cents per $100.00 of assessed valuation.

On April 9, 2018, City Council adoption of Resolution Nos. 5787 and 5788, concerning a property tax transfer agreement between the City of Carpinteria and Carpinteria Street Lighting District No. 1. These actions resulted to a portion of the fund balance and annual property tax revenue of the District to be transferred to the City of Carpinteria.

Most of the Street lighting in Carpinteria is owned and operated by Southern California Edison Company. The City has a contract with Edison to provide street lighting based on a monthly flat rate as set by the California Public Utilities Commission. The same rate is charged year-round. As owner of the lights, Edison has the responsibility for

maintenance and operations. As the customer, the City determines number, location, and type of lights and pays the bill.

With respect to other public lighting provided by the District, included are lights on the Franklin Creek and Carpinteria Creek Bikeways, Civic Center parking lights, and parking lot lights in Parking Lot Nos. 1, 2 and 3, lights on Linden Avenue between Carpinteria Avenue and the beach and street-end parking lot lights at Elm, Holly and Ash Avenues. All of these lights are City-owned and charges are based on meter readings. In addition to electrical power, funding from this district pays for both the maintenance and operations costs of the city-owned portion of the lighting system.

3. ANNEXATIONS

There were no annexations to either the City or the District during the past fiscal year.

4. STREET LIGHTING DISTRICT NO. 1

The attached Exhibit 1 is a map of the City and District. The District boundaries are coterminous with the City boundaries with the exception of that portion located off-shore.

5. STREET LIGHT INVENTORY

Please refer to the attached Exhibit 2 for a listing of projected street lights by size and cost.

6. FINANCIAL DATA AND PROPOSED FY 2024-25 BUDGET

Exhibit 3 is a Statement of Fund Transactions and Financial Condition for the past three years, current year and next year.

The District also has its own Appropriations Limit pursuant to Proposition 4.

7. RECOMMENDATION

It is recommended that the City Council adopt Resolution Nos. 6308 and 6309, thereby acting to accept and file the mandatory annual report and set the matter of the continuation of Street Lighting District No. 1 for Fiscal Year 2024-25 for public hearing at the regular City Council meeting of May 28, 2024.

By:

John L. Ilasin, P.E.
Public Work Director/City Engineer
City of Carpinteria

Exhibit 1
Map of the District Boundaries

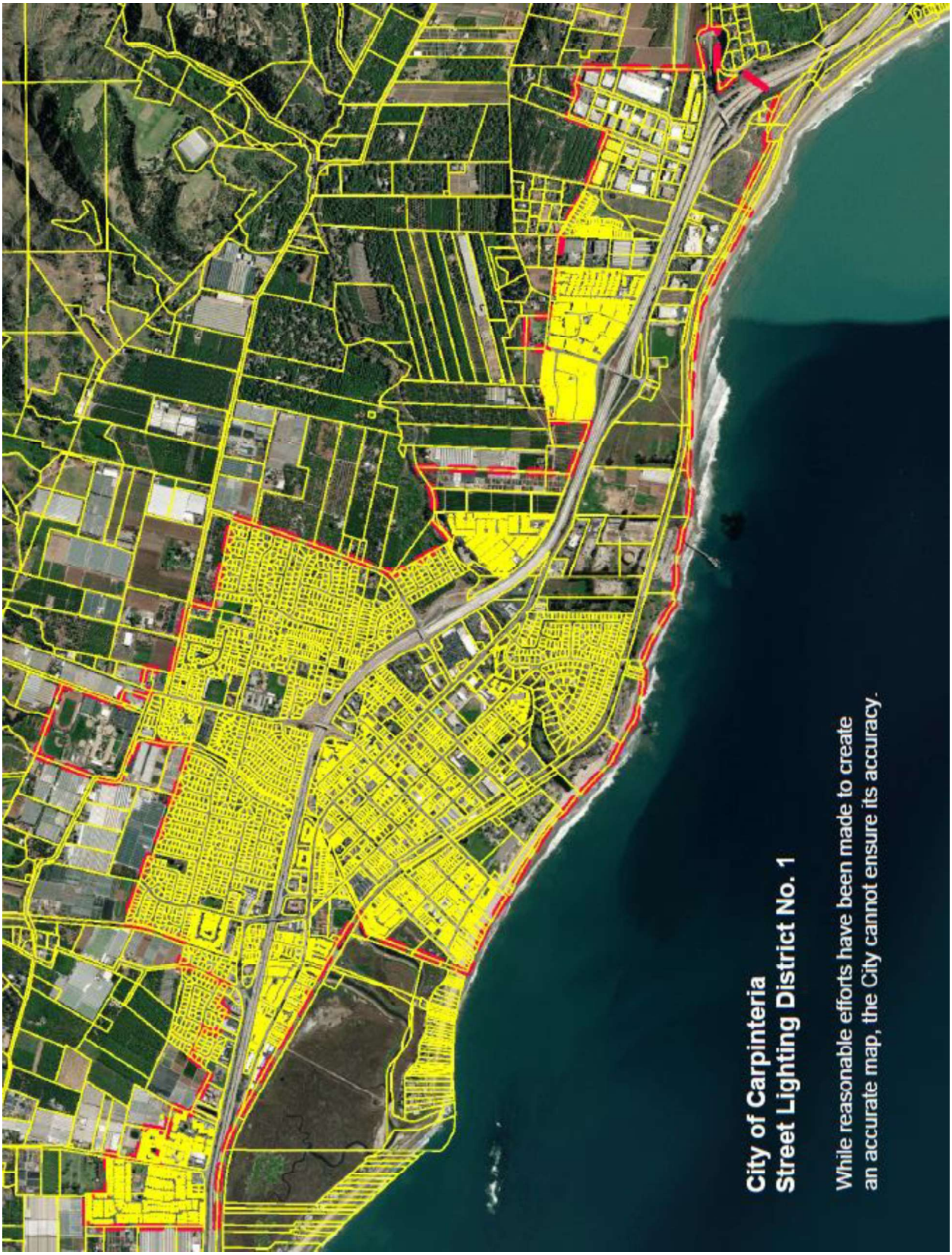

City of Carpinteria
Street Lighting District No. 1
While reasonable efforts have been made to create an accurate map, the City cannot ensure its accuracy.

Exhibit 2
Street Lighting Inventory

CITY OF CARPINTERIA			
STREET LIGHTING DISTRICT NUMBER 1			
STREET LIGHTING INVENTORY			
LOCATION	**NUMBER**	**WATTS**	**TYPE**
CARPINTERIA AVE.	62	23	LED
CARPINTERIA AVE.	4	35	LED
DOWNTOWN "T"	8	23	LED
LINDEN AVE.	69	23	LED
LINDEN AVE.	10	100	HID METAL HALIDE
LINDEN AVE.	1	24	LED
LINDEN BEACH	6	23	LED
ELM AVE.	4	70	HIGH PRESSURE SODIUM VAPOR
HOLLY AVE.	4	70	HIGH PRESSURE SODIUM VAPOR
ASH AVE.	4	70	HIGH PRESSURE SODIUM VAPOR
WULLBRANDT WAY	3	23	LED
PARKING LOT #1	5	100	LED
PARKING LOT #2	11	36	HIGH PRESSURE SODIUM VAPOR OR LED
PARKING LOT #3	12	23	LED 23 WATT
TRAIN STATION	28	23	LED
FRANKLIN CREEK BIKEWAY	8	26	CFL
CARPINTERIA CREEK BIKEWAY	3	25	LED
TRAFFIC LIGHTS/SIGNALS	17		
SEAL FOUNTAIN	16	3	LEDs
FIFTH STREET	5	23	LED
NINTH STREET BRIDGE	2	26	LED
CASITAS PASS BRIDGE	6	100	HID METAL HALIDE

Exhibit 3
State of Fund Transactions and Financial Condition

LIGHTING, LANDSCAPING AND RIGHT OF WAY IMPROVEMENT DISTRICT NUMBER 3
STATEMENT OF FUND TRANSACTIONS AND FINANCIAL CONDITION

FUND 209

RIGHT OF WAY FUND	**ACTUAL 2020-21**	**ACTUAL 2021-22**	**ACTUAL 2022-23**	**ACTUAL 2023-24**	**BUDGET 2024-25**	**Projected 2025-26**
A. SUMMARY OF FUND TRANSACTIONS:						
Fund Balance; July 1	$ (1,665)	$ (12,572)	$ (12,572)	$ (12,572)	$ (12,572)	$ (12,572)
Fiscal Year Revenues	224,586	317,368	297,122	368,843	410,750	410,750
Fiscal Year Expenditures	235,493	317,368	297,122	368,843	410,750	410,750
Fund Balance; June 30	$ (12,572)	$ (12,572)	$ (12,572)	$ (12,572)	$ (12,572)	$ (12,572)
Revenue Over/(Under) Expense	$ (10,907)	$ -	$ -	$ -	$ -	$ -
B. BALANCE SHEET, JUNE 30						
ASSETS:						
Cash in Savings	$ -	$ -	$ -	$ -	$ -	$ -
Accounts Receivable	-	-	-	-	-	-
Total Assets	-	-	-	-	-	-
LIABILITIES AND FUND BALANCE:						
Accounts Payable	-	-	-	-	-	-
Fund Balance	-	-	-	-	-	-
Total Liabilities & Fund Balance	$ -	$ -	$ -	$ -	$ -	$ -
C. FISCAL YEAR REVENUE DETAIL:						
District #3 Assessment	$ 194,285	$ 198,186	$ 193,000	$ 201,162	$ 198,400	$ 198,400
Penalties and Interest	628	(423)	100	358	1,300	1,300
Miscellaneous Revenue	-	2,500	2,500	14,509	6,200	6,200
Transfer from Other Funds	29,673	117,104	101,522	152,814	204,850	204,850
Total Revenues	$ 224,586	$ 317,368	$ 297,122	$ 368,843	$ 410,750	$ 410,750
D. FISCAL YEAR EXPENDITURE DETAIL:						
Personnel Expense	$ 112,784	$ 127,391	$ 121,500	$ 141,326	$ 126,450	$ 126,450
Right-Of-Way Maintenance (Contract)	61,733	90,742	74,250	134,116	154,400	154,400
Street Tree Maintenance (Contract)	-	-	-	-	-	-
Supplies and Materials	15,205	34,890	21,500	38,099	61,500	61,500
Vehicle Operations	-	-	-	-	-	-
Other Contract Services	930	5,918	21,000	1,086	5,000	5,000
Utilities	44,841	46,269	46,300	54,216	63,400	63,400
Total Operating Expense	235,493	305,210	284,550	368,843	410,750	410,750
Transfers Out	-	12,158	12,572	-	-	-
Capital Improvements	-	-	-	-	-	-
Total Capital Outlay Expense	-	-	-	-	-	-
Total Expenditures	$ 235,493	$ 317,368	$ 297,122	$ 368,843	$ 410,750	$ 410,750

Agenda Section: Public Hearing
Agenda Item No.: 12
Council Meeting Date: May 27, 2025

City of Carpinteria

COUNCIL AGENDA STAFF REPORT

ITEM FOR COUNCIL CONSIDERATION

Resolution No. 6399, concerning the continuation of Lighting, Landscaping and Right-of-Way Improvement District No. 3 for Fiscal Year 2025-26.

STAFF RECOMMENDATION

Adopt Resolution No. 6399, concerning the continuation of Lighting, Landscaping and Right-of-Way Improvement District No. 3 for Fiscal Year 2025-26.

Sample Motion: I move to adopt Resolution No. 6399, as read by title only.

BACKGROUND/DISCUSSION

The Lighting, Landscaping and Right-of-Way Improvement District No. 3 (District) was formed in 1985. The District provides for funding of the maintenance of rights-of-way including curbs, gutters, sidewalks, and trees. The District may also make assessments for street lighting, but such assessments are not made since the overlapping Street Lighting District No.1 provides for funding that is sufficient to meet current street lighting needs.

On March 24, 2025, the City Council adopted Resolution No. 6376, ordering a report on the status and projections for the District for Fiscal Year 2025-26. On April 28, 2025, the City Council adopted Resolution Nos. 6390 and 6391, as provided in Attachment A, accepting the Report of the City Engineer and setting the matter for a public hearing on May 27, 2025.

The District's income stream is primarily derived from a fixed dollar assessment on the properties, as provided in Attachment B, while a majority of the District's expenses are subject to inflationary pressures. The District is currently operating in a funding deficit. In 1991, assessment revenues covered approximately 71-percent of District expenses. Currently, assessment revenues cover approximately 66-percent. Ongoing maintenance costs that are associated with the District will continue to exceed District revenues. The General Fund currently subsidizes this deficit.

The purpose of this agenda item is to open the public hearing; receive any testimony and/or protests concerning the continuation of the District; close the public hearing; and adopt Resolution No. 6399, as shown in Attachment C, concerning the continuation of the District for Fiscal Year 2025-26.

POLICY CONSISTENCY

The recommendation can be found consistent with policies of the City's General Plan and Local Coastal Plan, as described below.

Community Design Element Objective CD-8: *To encourage and facilitate pedestrian and bicycle pathways.*

FINANCIAL CONSIDERATIONS

The District's annual revenue of approximately $198,000 is insufficient to address both maintenance and capital improvements needed for the District. An estimated $204,000 subsidy from the General Fund would be needed to balance the District fund for the current fiscal year. The projected ending fund balance of Fiscal Year 2024-25 was $0.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

A notice of this hearing was published on May 15, 2025, in the Coastal View News, posted at City Hall, and mailed to the required mailing list of agencies and interested persons.

OPTIONS

1. Adopt Resolution No. 6399, concerning the continuation of the Lighting, Landscaping and Right-of-Way Improvement District No. 3 for Fiscal Year 2025-26. (Staff Recommendation).
2. The City Council could choose not to continue the Lighting, Landscaping and Right-of-Way Improvement District No. 3; however, the City cannot legally collect the assessments.

PRINCIPAL PARTIES EXPECTED AT MEETING

There are no principal parties expected at the meeting.

ATTACHMENTS

Attachment A: Resolution Nos. 6390 and 6391
Attachment B: Assessment Roll
Attachment C: Resolution No. 6399

Staff contact:
Stephon Downes, Management Analyst
(805) 755-4446; stephond@carpinteriaca.gov

Signature

Reviewed by:
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:
Ryan Kintz, Assistant City Manager
(805) 755-4450; ryank@carpinteriaca.gov

Signature

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

Signature

ATTACHMENT A

Resolution Nos. 6390 and 6391

RESOLUTION NO. 6390

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA ACCEPTING AND ORDERING THE FILING OF THE REPORT OF THE CITY ENGINEER, LIGHTING, LANDSCAPING AND RIGHT OF WAY IMPROVEMENT DISTRICT NO. 3 (FY 2025-26)

WHEREAS, the City Council of the City of Carpinteria, California, Resolution No. 6376, adopted March 24, 2025, pursuant to the provisions of the California Landscaping and Lighting Act of 1972 (Section 22500 et seq. of the Streets and Highways Code), required the City Engineer to make and file with the City Clerk a report in writing, presenting certain matters to order certain street lighting fixtures and appurtenances to be installed, electrical energy and maintenance to be furnished for street lights; and to maintain landscaping, which includes the maintenance of street trees; replacing of same and appurtenances and appurtenant work relating to the above said landscaping including street tree maintenance; the installation and maintenance of irrigation systems necessary for the above; street sweeping; maintenance of designated parkways, landscaped areas, and curbs, gutters, and sidewalks, as contemplated under the provisions of the Landscaping and Lighting Act of 1972; and

WHEREAS, on April 28, 2025, the City Engineer made and filed in the office of the City Clerk the report, which is responsive to the requirements of said resolution and as contemplated under the provisions of the Landscaping and Lighting Act of 1972; and

WHEREAS, The Public Works Director has presented the said report to the City Council, and the City Council has proceeded to carefully examine, inspect, and consider said report and is satisfied with said report and with each and all of the items therein set forth.

NOW, THEREFORE, BE IT RESOLVED as follows:

SECTION 1. That the report of the City Engineer of the City of Carpinteria, California, dated April 28, 2025, prepared and filed in the Office of the City Clerk pursuant to the requirements of the provisions of Resolution No. 6376 and in conformity with the provisions of the State Landscaping and Lighting Act of 1972 (Part 2 of Division 15 of the Streets and Highways Code) is hereby approved as so prepared, presented and filed.

SECTION 2. That the City Clerk shall certify to the passage and adoption of this resolution; shall cause the same to be entered among the original resolutions of the City Council, and shall make a minute of the passage and adoption thereof in the records of the passage and adoption thereof in the records of the proceedings of the City Council in the minutes of the meeting at which the same is passed and adopted.

PASSED, APPROVED AND ADOPTED on April 28, 2025, by the following vote:

AYES: COUNCILMEMBER(S): Clark, Mayer, Nomura, Solorzano, Alarcon

NOES: COUNCILMEMBER(S): None

ABSENT: COUNCILMEMBER(S): None

ABSTAIN: COUNCILMEMBER(S): None

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 April 28, 2025.

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

RESOLUTION NO. 6391

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA DECLARING ITS INTENTION TO LEVY ASSESSMENTS WITHIN LIGHTING, LANDSCAPING AND RIGHT-OF-WAY IMPROVEMENT DISTRICT NO. 3 FOR THE 2025/2026 FISCAL YEAR AND APPOINTING A TIME AND PLACE FOR HEARING PROTESTS IN RELATION THERETO

WHEREAS, the Lighting, Landscaping and Right-of-Way Improvement District No. 3 ("District") was established in 1985 by the City Council pursuant to the Landscaping and Lighting Act of 1972 (Streets and Highways Code Section 22500 et seq.) to fund the cost of maintaining and servicing improvements in the right of ways within the boundaries of the District; and

WHEREAS, the City Council has continuously since levied an annual assessment on the lots and parcels of the District in an amount equal to and proportional to the benefits received by such lots and parcels for said maintenance and servicing; and

WHEREAS, the assessment is made in the public interest to ensure street safety.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF CARPINTERIA, CALIFORNIA, DOES HEREBY RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. It is the intention of the City Council to order the continuation of the assessment district known as the Lighting, Landscaping and Right-of-Way Improvement District No. 3 for the fiscal year beginning July 1, 2025 and ending June 30, 2026.

SECTION 2. Continuation of said District shall entail the levy and collection of assessments pursuant to the Landscaping and Lighting Act of 1972, whereby certain street lighting fixtures and appurtenances be installed, electrical energy and maintenance be furnished for street lights; and maintenance of landscaping, which includes street trees; replacing of the same and appurtenances and appurtenant work relating to the above said landscaping and tree maintenance; the installation and maintenance of irrigation systems necessary for the above; street sweeping; maintenance of designated parkways, landscaped areas, curbs, gutters, and sidewalks, as shown on Diagram for the Lighting, Landscaping and Right of Way Improvement District No. 3.

SECTION 3. The District boundary is coterminous with the City boundary with the exception of that portion located off-shore. Public properties shall be omitted and are not assessed by the District.

SECTION 4. The City Council has approved the Engineer's Report on the annual assessment for fiscal year 2025/2026, copies of which are on file with the City Clerk's Office. Reference to the Report may be made for a full and detailed description of the

improvements, the boundaries of the assessment district and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the district.

SECTION 5. The City Council finds that the assessments to be levied against each lot and parcel within the District are less than or equal to the assessments levied in fiscal year 2023/2024.

SECTION 6. That on May 27, 2025, at approximately 5:30 P.M., at City Council Chambers in City Hall, located at 5775 Carpinteria Avenue, is hereby appointed as the date and place for hearing protests in reference to said improvement.

SECTION 7. That the City Clerk is hereby authorized, designated and directed to give notice of said hearing in time, form and manner as required by law.

SECTION 9. That this resolution shall take effect immediately on adoption.

PASSED, APPROVED AND ADOPTED on April 28, 2025 by the following vote:

AYES:	COUNCILMEMBER(S):	Clark, Mayer, Nomura, Solorzano, Alarcon
NOES:	COUNCILMEMBER(S):	None
ABSENT:	COUNCILMEMBER(S):	None
ABSTAIN:	COUNCILMEMBER(S):	None

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 April 28, 2025.

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

Assessment Roll

Assessor Parcel Number	FY25/26 Assessment				
001-060-017	26.00	003-242-017	40.50	003-830-030	33.50
001-060-050	26.00	003-242-018	40.50	003-830-031	33.50
001-070-003	119.00	003-242-019	40.50	003-830-032	33.50
001-070-008	154.50	003-242-020	40.50	003-830-033	33.50
001-070-009	199.00	003-242-021	35.00	003-830-034	33.50
001-070-026	1,930.50	003-242-022	40.50	003-830-035	33.50
001-070-029	26.00	003-242-023	35.00	003-830-036	33.50
001-070-031	35.00	003-242-026	24.50	003-840-013	33.50
001-070-039	291.00	003-242-032	335.00	003-840-014	33.50
001-070-040	67.50	003-242-033	76.00	003-840-015	33.50
001-070-049	106.00	003-242-035	49.00	003-840-016	33.50
001-070-052	1,112.00	003-243-003	40.50	003-840-017	33.50
001-070-057	897.50	003-243-004	35.00	003-840-018	33.50
001-070-058	110.50	003-243-005	40.50	003-850-013	35.00
001-070-059	159.00	003-243-006	40.50	003-850-014	24.50
001-070-060	117.50	003-243-007	40.50	003-850-015	24.50
001-070-062	36.00	003-243-008	35.00	003-860-001	36.00
001-070-063	399.00	003-243-018	40.50	003-860-002	8.00
001-070-065	46.50	003-243-020	40.50	003-860-003	36.00
001-070-066	92.50	003-243-022	35.00	003-860-004	3.50
001-070-067	172.50	003-243-026	40.50	003-860-005	79.00
001-170-002	49.50	003-243-028	35.00	003-860-006	32.00
001-170-005	88.00	003-243-029	35.00	003-860-007	32.00
001-170-013	35.00	003-243-030	35.00	003-860-008	79.00
001-170-019	92.50	003-243-031	35.00	003-870-001	43.50
001-180-006	35.00	003-251-002	61.50	003-870-002	43.50
001-180-028	94.00	003-251-003	208.00	003-870-003	36.00
001-180-032	94.00	003-251-004	40.50	003-870-004	36.00
001-180-040	80.50	003-251-005	40.50	003-870-005	43.50
001-180-041	67.50	003-251-006	61.50	003-870-006	12.50
001-180-051	1,700.00	003-251-007	35.00	003-870-007	43.50
001-180-064	67.50	003-251-012	35.00	003-870-009	43.50
001-180-065	67.50	003-251-017	63.00	003-870-010	43.50
001-180-066	85.00	003-251-021	311.50	003-890-001	33.50
001-180-067	82.00	003-252-003	40.50	003-890-002	33.50
001-180-068	196.00	003-252-004	40.50	003-890-003	33.50
001-180-069	196.00	003-252-005	40.50	003-890-004	33.50
001-180-070	94.00	003-252-006	40.50	003-890-005	33.50
001-190-023	80.50	003-252-007	40.50	003-890-006	33.50
001-190-025	138.50	003-252-008	35.00	003-890-007	33.50
001-190-038	350.00	003-252-011	280.50	003-890-008	33.50
001-190-050	97.00	003-252-017	35.00	003-890-009	33.50
001-190-051	69.00	003-252-019	440.50	003-890-010	33.50
001-190-053	97.00	003-252-020	440.50	003-890-011	33.50
001-190-054	79.00	003-252-021	40.50	003-890-012	33.50
001-190-055	79.00	003-252-022	40.50	003-890-013	33.50
001-190-056	79.00	003-253-001	144.50	003-890-014	33.50
001-190-057	79.00	003-253-002	92.50	003-890-015	33.50
001-190-058	150.00	003-253-003	311.50	003-890-016	33.50
001-190-059	166.50	003-253-004	501.00	003-890-017	33.50
001-190-060	79.00	003-253-005	40.50	003-890-018	33.50
001-190-061	79.00	003-253-006	40.50	003-890-019	33.50
001-190-062	79.00	003-253-007	40.50	003-890-020	33.50

001-190-063	79.00	003-253-008	249.50	003-890-021	33.50
001-190-064	95.50	003-254-003	40.50	003-890-022	33.50
001-190-068	187.00	003-254-004	40.50	003-890-023	33.50
001-190-073	63.00	003-254-005	35.00	003-890-024	33.50
001-190-084	169.50	003-254-006	40.50	003-890-025	33.50
001-190-085	144.50	003-254-007	40.50	003-890-026	33.50
001-190-086	169.50	003-254-008	40.50	003-890-027	33.50
001-190-091	150.00	003-254-009	40.50	003-890-028	33.50
001-190-092	67.50	003-254-010	40.50	003-890-029	33.50
001-190-093	132.50	003-254-011	40.50	003-890-030	33.50
001-190-097	107.50	003-254-012	35.00	003-890-031	33.50
001-190-099	390.01	003-254-013	35.00	003-890-032	33.50
001-190-100	390.01	003-254-014	40.50	003-890-033	33.50
001-190-101	390.01	003-254-015	40.50	003-890-034	33.50
001-210-013	12.50	003-254-016	35.00	003-890-035	33.50
001-210-016	20.00	003-254-017	35.00	003-890-036	33.50
001-210-023	20.00	003-261-003	61.50	003-890-037	33.50
001-210-025	49.50	003-261-004	32.00	003-890-038	33.50
001-210-026	12.50	003-261-005	61.50	003-890-039	33.50
001-241-001	126.50	003-261-006	32.00	003-890-040	33.50
001-241-002	126.50	003-261-007	209.50	003-890-041	33.50
001-241-003	126.50	003-261-009	217.00	003-890-042	33.50
001-241-004	126.50	003-261-010	125.00	003-890-043	33.50
001-241-005	126.50	003-262-001	125.00	003-890-044	33.50
001-241-006	126.50	003-262-004	61.50	003-890-045	33.50
001-241-007	126.50	003-262-005	76.00	003-890-046	33.50
001-241-008	126.50	003-262-006	35.00	003-890-047	33.50
001-242-001	126.50	003-262-009	32.00	003-890-048	33.50
001-242-002	126.50	003-262-010	61.50	003-890-049	33.50
001-242-003	126.50	003-262-012	35.00	003-890-050	33.50
001-242-004	126.50	003-262-013	40.50	003-890-051	33.50
001-242-005	126.50	003-262-014	35.00	003-890-052	33.50
001-242-006	126.50	003-262-017	40.50	003-890-053	33.50
001-242-007	126.50	003-262-018	55.50	003-890-054	33.50
001-242-008	126.50	003-262-019	43.50	003-890-055	33.50
001-242-009	126.50	003-262-020	249.50	003-890-056	33.50
001-242-010	126.50	003-262-021	286.00	003-890-057	33.50
001-242-011	126.50	003-263-001	255.50	003-890-058	33.50
001-242-012	126.50	003-263-003	262.50	003-890-059	33.50
001-242-013	126.50	003-263-005	73.50	003-890-060	33.50
001-242-014	126.50	003-263-006	86.50	003-890-061	40.50
001-242-015	126.50	003-263-014	442.00	003-920-001	33.50
001-242-016	126.50	003-263-015	224.00	003-920-002	33.50
001-242-017	126.50	003-263-016	36.00	003-920-003	33.50
001-242-018	126.50	003-263-023	224.00	003-920-004	33.50
001-242-019	126.50	003-263-024	55.50	003-920-005	33.50
001-242-020	126.50	003-263-027	92.50	003-920-006	33.50
001-242-021	126.50	003-263-028	532.00	003-920-007	33.50
001-242-022	126.50	003-263-029	132.50	003-920-008	33.50
001-243-001	126.50	003-263-030	138.50	003-920-009	33.50
001-243-002	126.50	003-263-033	141.50	003-920-010	33.50
001-243-003	126.50	003-280-002	101.50	003-920-011	33.50
001-243-004	126.50	003-280-003	35.00	003-920-012	33.50
001-243-005	126.50	003-280-008	35.00	003-920-013	33.50
001-243-006	126.50	003-280-009	35.00	003-920-014	33.50

001-243-007	126.50	003-280-010	35.00	003-920-015	33.50
001-243-008	126.50	003-280-011	35.00	003-920-016	33.50
001-251-001	40.50	003-280-012	35.00	003-920-017	33.50
001-251-002	40.50	003-280-017	202.50	003-920-018	33.50
001-251-003	40.50	003-291-001	26.00	003-920-019	33.50
001-251-004	40.50	003-291-002	126.50	003-920-020	33.50
001-251-005	40.50	003-291-003	126.50	003-920-021	33.50
001-251-006	40.50	003-291-004	126.50	003-920-022	33.50
001-251-007	40.50	003-291-005	126.50	003-920-023	33.50
001-251-008	40.50	003-291-006	126.50	003-920-024	33.50
001-251-009	40.50	003-291-007	126.50	003-920-025	33.50
001-251-010	40.50	003-291-008	126.50	003-920-026	33.50
001-251-011	40.50	003-291-009	126.50	003-920-027	33.50
001-251-012	40.50	003-291-010	126.50	003-920-028	33.50
001-251-013	40.50	003-291-011	126.50	003-920-029	33.50
001-251-014	40.50	003-291-012	126.50	003-920-030	33.50
001-251-015	40.50	003-291-013	126.50	003-920-031	33.50
001-251-016	40.50	003-291-014	126.50	003-920-032	33.50
001-251-017	40.50	003-291-015	126.50	003-920-033	33.50
001-251-018	40.50	003-291-016	126.50	003-920-034	33.50
001-251-019	40.50	003-291-017	126.50	003-920-035	33.50
001-251-020	40.50	003-291-018	126.50	003-920-036	33.50
001-251-021	40.50	003-291-019	126.50	003-920-037	33.50
001-251-022	40.50	003-291-020	126.50	003-920-038	33.50
001-251-023	40.50	003-291-021	126.50	003-920-039	33.50
001-251-024	40.50	003-291-022	126.50	003-920-040	33.50
001-251-025	40.50	003-291-023	126.50	003-920-041	33.50
001-251-026	40.50	003-291-024	126.50	003-920-042	33.50
001-251-027	40.50	003-291-025	126.50	003-920-043	33.50
001-251-028	40.50	003-291-026	126.50	003-920-044	33.50
001-252-001	40.50	003-291-027	126.50	003-920-045	33.50
001-252-002	40.50	003-291-028	126.50	003-920-046	33.50
001-252-003	40.50	003-291-029	126.50	003-930-001	33.50
001-252-004	40.50	003-291-030	126.50	003-930-002	33.50
001-252-005	40.50	003-291-031	26.00	003-930-003	33.50
001-252-006	40.50	003-291-032	26.00	003-940-001	33.50
001-252-007	40.50	003-291-034	26.00	003-940-002	33.50
001-252-008	40.50	003-291-035	26.00	003-940-003	33.50
001-252-009	40.50	003-291-036	26.00	003-950-001	35.00
001-252-010	40.50	003-291-037	26.00	003-950-002	35.00
001-253-001	40.50	003-291-038	26.00	003-950-003	35.00
001-253-002	40.50	003-291-039	26.00	003-950-004	35.00
001-253-003	40.50	003-291-040	26.00	003-950-005	35.00
001-253-004	40.50	003-291-041	26.00	003-950-006	35.00
001-253-005	40.50	003-291-042	26.00	003-950-007	35.00
001-253-006	40.50	003-292-001	126.50	003-950-008	35.00
001-261-001	85.00	003-292-002	126.50	003-950-009	35.00
001-261-002	85.00	003-292-003	126.50	003-950-010	35.00
001-261-003	85.00	003-292-004	126.50	003-950-011	35.00
001-261-005	85.00	003-292-005	126.50	003-950-012	35.00
001-261-006	85.00	003-292-006	126.50	003-950-013	35.00
001-261-007	85.00	003-292-007	126.50	003-950-014	35.00
001-262-001	85.00	003-292-008	126.50	003-950-015	35.00
001-262-002	85.00	003-292-009	126.50	003-950-016	35.00
001-262-003	85.00	003-292-010	126.50	003-950-017	35.00

001-262-004	85.00	003-292-011	126.50	003-950-018	35.00
001-262-005	85.00	003-292-012	126.50	003-950-019	35.00
001-262-006	85.00	003-292-013	126.50	003-950-020	35.00
001-262-007	85.00	003-292-014	126.50	003-950-021	35.00
001-262-008	85.00	003-292-015	126.50	003-950-022	35.00
001-262-009	85.00	003-292-016	126.50	003-950-023	35.00
001-262-010	85.00	003-292-017	126.50	003-960-001	36.00
001-262-011	85.00	003-292-018	234.50	003-960-002	36.00
001-262-012	85.00	003-292-019	234.50	003-960-003	36.00
001-262-013	85.00	003-292-020	234.50	003-960-004	36.00
001-262-014	85.00	003-292-023	234.50	003-980-001	31.52
001-262-015	85.00	003-292-024	393.00	003-980-002	31.52
001-263-001	85.00	003-301-003	40.50	003-980-003	31.52
001-263-002	85.00	003-301-004	40.50	003-990-001	22.76
001-263-003	85.00	003-301-005	40.50	003-990-002	22.76
001-263-004	85.00	003-301-006	40.50	003-990-003	22.76
001-263-005	85.00	003-301-007	35.00	003-990-004	22.76
001-263-006	85.00	003-301-008	35.00	003-990-005	22.76
001-263-007	85.00	003-301-011	40.50	003-990-006	22.76
001-263-008	85.00	003-301-012	40.50	003-990-007	22.76
001-263-009	85.00	003-301-013	40.50	003-990-008	22.76
001-271-001	85.00	003-301-020	40.50	003-990-009	22.76
001-271-002	85.00	003-301-022	40.50	003-990-010	22.76
001-271-003	85.00	003-301-026	440.50	003-990-011	22.76
001-271-004	85.00	003-301-027	440.50	003-990-012	22.76
001-271-005	85.00	003-302-004	35.00	003-990-013	22.76
001-271-006	85.00	003-302-007	35.01	003-990-014	22.76
001-271-007	85.00	003-303-001	35.00	003-990-015	22.76
001-271-008	85.00	003-303-002	35.00	003-990-016	22.76
001-271-009	85.00	003-303-003	35.00	003-990-017	22.76
001-271-010	85.00	003-303-004	35.00	003-990-018	22.76
001-271-011	85.00	003-303-006	40.50	003-990-019	22.76
001-271-012	85.00	003-303-008	40.50	003-990-020	22.76
001-271-013	85.00	003-303-009	40.50	003-990-021	22.76
001-271-014	85.00	003-303-010	40.50	003-990-022	22.76
001-271-015	85.00	003-303-011	40.50	003-990-023	22.76
001-271-016	85.00	003-303-014	40.50	004-004-021	35.01
001-271-017	85.00	003-303-015	40.50	004-004-022	35.00
001-271-018	85.00	003-303-016	40.50	004-005-007	35.00
001-271-019	85.00	003-303-017	35.00	004-005-008	69.00
001-271-020	85.00	003-303-018	35.00	004-005-010	35.00
001-271-021	85.00	003-303-019	35.00	004-005-011	35.00
001-271-022	85.00	003-304-002	40.50	004-006-001	35.01
001-271-023	85.00	003-304-003	35.00	004-006-002	35.00
001-271-024	85.00	003-304-004	40.50	004-006-003	35.00
001-272-001	85.00	003-304-005	35.00	004-006-004	35.00
001-272-002	85.00	003-304-009	35.00	004-006-005	35.00
001-272-003	85.00	003-304-010	35.00	004-006-006	35.00
001-272-004	85.00	003-304-011	40.50	004-006-007	35.00
001-272-005	85.00	003-304-012	35.00	004-006-008	35.00
001-272-006	85.00	003-305-001	35.00	004-006-010	40.50
001-272-007	85.00	003-305-002	40.50	004-006-011	35.00
001-272-008	85.00	003-305-003	40.50	004-006-012	40.50
001-272-009	85.00	003-305-004	35.00	004-006-013	40.50
001-272-010	85.00	003-305-005	40.50	004-006-015	40.50

001-280-001	85.00	003-305-007	912.50	004-006-016	40.50
001-280-002	85.00	003-305-008	35.00	004-006-017	40.50
001-280-003	85.00	003-305-009	40.50	004-006-020	40.50
001-280-006	85.00	003-305-010	35.00	004-006-021	35.00
001-280-007	85.00	003-305-011	35.00	004-006-022	40.50
001-280-008	85.00	003-305-012	35.00	004-006-023	35.00
001-280-009	85.00	003-305-013	40.50	004-006-024	35.00
001-280-010	85.00	003-311-001	40.50	004-006-025	35.00
001-280-011	85.00	003-311-002	40.50	004-006-026	40.50
001-280-012	85.00	003-311-004	230.00	004-006-027	40.50
001-280-013	85.00	003-311-005	61.50	004-006-028	40.50
001-280-014	85.00	003-311-006	52.50	004-006-029	40.50
001-280-015	85.00	003-311-007	268.50	004-006-030	40.50
001-280-016	85.00	003-311-008	40.50	004-006-031	40.50
001-280-017	85.00	003-311-009	35.00	004-006-032	17.00
001-280-018	85.00	003-311-010	35.00	004-006-033	17.00
001-280-019	85.00	003-311-011	40.50	004-006-034	17.00
001-280-020	85.00	003-311-012	40.50	004-006-035	17.00
001-280-021	85.00	003-311-013	40.50	004-006-036	17.00
001-280-022	85.00	003-312-001	40.50	004-006-037	17.00
001-280-023	85.00	003-312-002	35.00	004-006-038	17.00
001-280-024	85.00	003-312-004	249.50	004-006-039	17.00
001-280-025	85.00	003-312-007	92.50	004-006-040	17.00
001-280-026	85.00	003-312-008	61.50	004-006-041	17.00
001-280-027	85.00	003-312-009	61.50	004-006-042	17.00
001-280-028	85.00	003-312-010	32.00	004-006-043	17.00
001-280-029	85.00	003-312-011	249.50	004-006-044	17.00
001-280-030	85.00	003-312-012	217.00	004-006-045	17.00
001-280-031	85.00	003-312-015	40.50	004-006-046	17.00
001-280-032	85.00	003-312-016	35.00	004-006-047	17.00
001-280-039	85.00	003-312-017	35.00	004-006-048	17.00
001-280-040	85.00	003-312-018	40.50	004-006-049	17.00
001-291-002	85.00	003-312-020	32.00	004-006-050	17.00
001-291-003	85.00	003-312-021	32.00	004-006-051	17.00
001-291-004	85.00	003-312-022	35.00	004-006-052	17.00
001-291-005	85.00	003-312-023	35.00	004-006-053	17.00
001-291-006	85.00	003-312-024	40.50	004-006-054	17.00
001-291-007	85.00	003-313-001	582.50	004-006-055	17.00
001-292-001	85.00	003-313-005	40.50	004-006-056	17.00
001-292-002	85.00	003-313-006	40.50	004-006-057	17.00
001-292-003	85.00	003-313-007	35.00	004-006-058	17.00
001-292-004	85.00	003-313-008	35.00	004-006-059	17.00
001-292-005	85.00	003-313-009	35.00	004-006-060	17.00
001-292-006	85.00	003-313-010	35.00	004-006-061	17.00
001-292-007	85.00	003-313-011	114.50	004-006-062	17.00
001-292-008	85.00	003-314-001	221.00	004-006-063	17.00
001-292-009	85.00	003-314-002	61.50	004-006-064	17.00
001-292-010	85.00	003-314-003	40.50	004-006-065	17.00
001-292-011	85.00	003-314-004	35.00	004-006-066	17.00
001-292-012	85.00	003-314-005	21.50	004-006-067	17.00
001-292-013	85.00	003-314-006	21.50	004-006-068	17.00
001-292-014	85.00	003-314-007	29.00	004-006-069	17.00
001-292-015	85.00	003-314-008	283.50	004-006-070	17.00
001-292-016	85.00	003-314-009	61.50	004-006-071	17.00
001-292-017	85.00	003-314-010	32.00	004-006-075	40.50

001-292-018	85.00	003-321-001	35.00	004-006-076	40.50
001-292-019	85.00	003-321-005	35.00	004-006-077	40.50
001-292-020	85.00	003-321-006	40.50	004-006-078	40.50
001-292-021	85.00	003-321-007	35.00	004-006-079	40.50
001-292-022	85.00	003-321-008	40.50	004-006-080	40.50
001-292-023	85.00	003-321-009	40.50	004-006-081	40.50
001-292-024	85.00	003-321-010	40.50	004-007-001	17.00
001-292-025	85.00	003-321-011	35.00	004-007-002	17.00
001-292-026	85.00	003-321-015	20.25	004-007-003	17.00
001-292-027	85.00	003-321-016	55.25	004-007-004	17.00
001-292-028	85.00	003-322-001	40.50	004-007-005	17.00
001-292-029	85.00	003-322-002	40.50	004-007-006	17.00
001-292-030	85.00	003-322-003	40.50	004-007-007	17.00
001-292-031	85.00	003-322-004	35.00	004-007-008	17.00
001-293-001	85.00	003-322-005	40.50	004-007-009	17.00
001-293-002	85.00	003-322-006	35.00	004-007-010	17.00
001-293-003	85.00	003-322-007	40.50	004-007-011	17.00
001-293-004	85.00	003-322-008	35.00	004-007-012	17.00
001-293-005	85.00	003-322-009	40.50	004-007-013	17.00
001-293-006	85.00	003-322-010	40.50	004-007-014	17.00
001-293-007	85.00	003-322-013	35.00	004-007-015	17.00
001-293-008	85.00	003-324-001	35.00	004-007-016	17.00
001-293-009	85.00	003-324-002	35.00	004-007-017	17.00
001-293-010	85.00	003-324-003	35.00	004-007-018	17.00
001-293-011	85.00	003-324-004	35.00	004-007-019	17.00
001-293-012	85.00	003-325-002	26.00	004-007-020	17.00
001-293-013	85.00	003-325-003	26.00	004-007-021	17.00
001-293-014	85.00	003-325-004	26.00	004-007-022	17.00
001-293-015	85.00	003-325-005	26.00	004-007-023	17.00
001-300-001	40.50	003-325-006	26.00	004-007-024	17.00
001-300-002	40.50	003-325-007	42.00	004-007-025	17.00
001-300-003	40.50	003-325-008	40.50	004-007-026	17.00
001-300-004	40.50	003-325-009	35.00	004-007-027	17.00
001-300-005	40.50	003-325-010	35.00	004-007-028	17.00
001-300-006	40.50	003-325-011	35.00	004-007-029	17.00
001-300-007	40.50	003-325-012	40.50	004-007-030	17.00
001-300-008	40.50	003-325-013	35.00	004-007-031	17.00
001-300-009	40.50	003-325-014	40.50	004-007-032	17.00
001-300-010	40.50	003-325-015	40.50	004-007-033	17.00
001-300-011	40.50	003-325-016	40.50	004-007-034	17.00
001-300-012	40.50	003-331-001	40.50	004-007-035	17.00
001-300-013	40.50	003-331-002	35.00	004-007-036	17.00
001-300-014	40.50	003-331-003	35.00	004-007-037	17.00
001-300-015	40.50	003-331-004	40.50	004-007-038	17.00
001-300-016	40.50	003-331-005	35.00	004-007-039	17.00
001-300-017	40.50	003-331-006	40.50	004-007-040	17.00
001-300-018	40.50	003-332-001	26.00	004-007-041	17.00
001-300-019	40.50	003-332-002	26.00	004-007-042	17.00
001-300-020	40.50	003-332-006	26.00	004-007-043	17.00
001-300-021	40.50	003-332-007	26.00	004-007-044	17.00
001-300-022	40.50	003-332-008	26.00	004-007-045	17.00
001-300-023	40.50	003-332-009	26.00	004-007-046	17.00
001-300-024	40.50	003-332-010	26.00	004-007-047	17.00
001-300-025	85.00	003-332-011	26.00	004-007-048	17.00
001-300-026	85.00	003-332-012	26.00	004-007-049	17.00

001-300-027	85.00	003-332-014	26.00	004-007-050	17.00
001-300-028	85.00	003-333-001	40.50	004-007-051	17.00
001-300-029	85.00	003-333-003	26.00	004-007-052	17.00
001-300-030	85.00	003-333-006	40.50	004-007-053	17.00
001-300-031	85.00	003-333-009	26.00	004-007-054	17.00
001-300-032	85.00	003-333-010	26.00	004-007-055	17.00
001-300-033	85.00	003-333-011	26.00	004-008-001	40.50
001-300-034	85.00	003-333-012	26.00	004-008-002	40.50
001-300-035	85.00	003-333-013	26.00	004-008-003	40.50
001-300-036	85.00	003-333-014	26.00	004-008-004	40.50
001-300-037	85.00	003-333-015	26.00	004-008-005	40.50
001-300-038	85.00	003-333-018	26.00	004-008-006	40.50
001-300-039	85.00	003-333-020	40.50	004-008-007	40.50
001-300-040	35.00	003-333-021	26.00	004-008-008	40.50
001-300-041	26.00	003-333-022	26.00	004-008-009	40.50
001-300-042	26.00	003-333-023	18.50	004-008-010	40.50
001-300-043	26.00	003-333-024	15.50	004-008-011	40.50
001-300-044	26.00	003-340-001	26.00	004-008-012	40.50
001-300-045	26.00	003-340-002	26.00	004-008-013	40.50
001-300-046	26.00	003-340-003	26.00	004-008-014	40.50
001-311-001	33.50	003-340-004	26.00	004-008-015	40.50
001-311-002	33.50	003-340-005	26.00	004-008-016	40.50
001-311-003	33.50	003-340-006	26.00	004-008-017	40.50
001-311-004	33.50	003-340-007	26.00	004-008-018	40.50
001-311-005	33.50	003-340-008	26.00	004-008-019	40.50
001-311-006	33.50	003-340-009	26.00	004-008-020	40.50
001-311-007	33.50	003-340-010	26.00	004-008-021	40.50
001-311-008	33.50	003-340-011	26.00	004-008-022	40.50
001-311-009	33.50	003-340-012	26.00	004-008-023	40.50
001-311-010	33.50	003-340-013	26.00	004-008-024	40.50
001-311-011	33.50	003-340-014	26.00	004-008-025	40.50
001-311-012	33.50	003-340-015	26.00	004-008-026	40.50
001-311-013	33.50	003-340-016	26.00	004-008-027	40.50
001-311-014	33.50	003-340-017	26.00	004-008-028	40.50
001-311-015	33.50	003-340-018	26.00	004-008-029	40.50
001-311-016	33.50	003-340-019	26.00	004-008-030	40.50
001-311-017	33.50	003-340-020	26.00	004-008-031	40.50
001-311-018	33.50	003-340-021	26.00	004-008-032	40.50
001-311-019	33.50	003-340-022	26.00	004-008-033	40.50
001-311-020	33.50	003-340-023	26.00	004-008-034	40.50
001-311-021	33.50	003-340-024	26.00	004-008-035	40.50
001-311-022	33.50	003-340-025	26.00	004-008-036	40.50
001-311-023	33.50	003-340-026	26.00	004-008-037	40.50
001-311-024	33.50	003-340-027	26.00	004-008-038	40.50
001-311-025	33.50	003-340-028	26.00	004-008-039	40.50
001-311-026	33.50	003-340-029	26.00	004-008-040	40.50
001-311-027	33.50	003-340-030	26.00	004-008-041	40.50
001-311-028	33.50	003-340-031	26.00	004-008-042	40.50
001-311-029	33.50	003-340-032	26.00	004-008-043	40.50
001-311-030	33.50	003-340-033	26.00	004-008-044	40.50
001-311-031	33.50	003-351-001	26.00	004-008-045	40.50
001-311-032	33.50	003-351-002	26.00	004-008-046	40.50
001-311-033	33.50	003-351-003	26.00	004-008-047	40.50
001-311-034	33.50	003-351-004	26.00	004-008-048	40.50
001-311-035	33.50	003-351-005	26.00	004-008-049	40.50

001-311-036	33.50	003-351-006	26.00	004-008-050	40.50
001-311-037	33.50	003-351-007	126.50	004-008-051	40.50
001-311-038	33.50	003-351-008	126.50	004-008-052	40.50
001-311-039	33.50	003-351-009	126.50	004-008-053	40.50
001-311-040	33.50	003-351-010	126.50	004-008-054	40.50
001-311-041	33.50	003-351-011	126.50	004-008-055	40.50
001-311-042	33.50	003-351-012	126.50	004-008-056	40.50
001-311-043	33.50	003-351-013	126.50	004-008-057	40.50
001-311-044	33.50	003-351-014	126.50	004-008-058	40.50
001-311-045	33.50	003-351-015	126.50	004-008-059	40.50
001-311-046	33.50	003-351-016	126.50	004-008-060	40.50
001-311-047	33.50	003-351-017	126.50	004-008-061	40.50
001-311-048	33.50	003-351-018	126.50	004-008-062	40.50
001-311-049	33.50	003-351-019	126.50	004-008-063	40.50
001-311-050	33.50	003-351-020	126.50	004-008-064	40.50
001-311-051	33.50	003-351-021	126.50	004-008-065	40.50
001-311-052	33.50	003-351-022	126.50	004-008-066	40.50
001-311-053	33.50	003-351-023	126.50	004-009-001	40.50
001-311-054	33.50	003-351-024	126.50	004-009-002	40.50
001-311-055	33.50	003-351-025	126.50	004-009-003	40.50
001-311-056	33.50	003-351-026	126.50	004-009-004	40.50
001-311-057	33.50	003-351-027	126.50	004-009-005	40.50
001-311-058	33.50	003-351-028	126.50	004-009-006	40.50
001-311-059	33.50	003-351-029	126.50	004-009-007	40.50
001-311-060	33.50	003-351-030	126.50	004-009-008	40.50
001-311-061	33.50	003-351-031	126.50	004-009-009	40.50
001-311-062	33.50	003-351-032	126.50	004-009-010	40.50
001-311-063	33.50	003-351-033	126.50	004-009-011	40.50
001-311-064	33.50	003-351-034	126.50	004-009-012	40.50
001-312-001	33.50	003-351-035	126.50	004-009-013	40.50
001-312-002	33.50	003-351-036	126.50	004-009-014	40.50
001-312-003	33.50	003-351-037	126.50	004-009-015	40.50
001-312-004	33.50	003-351-038	126.50	004-009-016	40.50
001-312-005	33.50	003-351-039	126.50	004-009-017	40.50
001-312-006	33.50	003-351-040	126.50	004-009-018	40.50
001-312-007	33.50	003-351-041	126.50	004-009-019	40.50
001-312-008	33.50	003-351-042	126.50	004-009-020	40.50
001-312-009	33.50	003-351-043	126.50	004-009-021	40.50
001-312-010	33.50	003-352-001	126.50	004-009-022	40.50
001-312-011	33.50	003-352-002	126.50	004-009-023	40.50
001-312-012	33.50	003-352-003	126.50	004-009-024	40.50
001-312-013	33.50	003-352-004	126.50	004-009-025	40.50
001-312-014	33.50	003-352-005	126.50	004-009-026	40.50
001-312-015	33.50	003-352-006	126.50	004-009-027	40.50
001-312-016	33.50	003-352-007	126.50	004-009-028	40.50
001-312-017	33.50	003-352-008	126.50	004-009-029	40.50
001-312-018	33.50	003-352-009	126.50	004-009-030	40.50
001-312-019	33.50	003-352-010	126.50	004-009-031	40.50
001-312-020	33.50	003-352-011	126.50	004-009-032	40.50
001-312-021	33.50	003-352-012	126.50	004-009-033	40.50
001-312-022	33.50	003-353-001	126.50	004-009-034	40.50
001-312-023	33.50	003-353-002	126.50	004-009-035	40.50
001-312-024	33.50	003-353-003	126.50	004-009-036	40.50
001-312-025	33.50	003-353-004	126.50	004-009-037	40.50
001-312-026	33.50	003-353-005	126.50	004-009-038	40.50

001-312-027	33.50	003-353-006	126.50	004-009-039	40.50
001-312-028	33.50	003-353-007	126.50	004-009-040	40.50
001-312-029	33.50	003-353-008	126.50	004-009-041	40.50
001-312-030	33.50	003-353-009	126.50	004-009-042	40.50
001-312-031	33.50	003-353-010	126.50	004-009-043	40.50
001-312-032	33.50	003-353-011	126.50	004-009-044	40.50
001-312-033	33.50	003-353-012	126.50	004-009-045	40.50
001-312-034	33.50	003-360-001	40.50	004-009-046	40.50
001-312-035	33.50	003-360-002	9.50	004-009-047	40.50
001-312-036	33.50	003-360-003	46.50	004-009-048	40.50
001-312-037	33.50	003-360-006	3.50	004-009-049	40.50
001-312-038	33.50	003-360-007	15.50	004-009-050	40.50
001-312-039	33.50	003-360-008	26.00	004-009-051	40.50
001-312-040	33.50	003-360-010	15.50	004-009-052	40.50
001-312-041	33.50	003-360-012	61.50	004-010-001	40.50
001-312-042	33.50	003-360-013	21.50	004-010-002	40.50
001-312-043	33.50	003-360-014	79.00	004-010-003	40.50
001-312-044	33.50	003-360-015	29.00	004-010-004	40.50
001-312-045	33.50	003-360-016	46.50	004-010-005	40.50
001-312-046	33.50	003-360-017	15.50	004-010-006	40.50
001-312-047	33.50	003-360-020	19.00	004-010-007	40.50
001-312-048	33.50	003-360-022	32.00	004-010-008	40.50
001-312-049	33.50	003-370-005	26.00	004-010-009	40.50
001-312-050	33.50	003-370-006	26.00	004-010-010	40.50
001-312-051	33.50	003-370-007	26.00	004-010-011	40.50
001-312-052	33.50	003-370-008	26.00	004-010-012	40.50
001-312-053	33.50	003-370-009	26.00	004-010-013	40.50
001-312-054	33.50	003-370-010	26.00	004-010-014	40.50
001-312-055	33.50	003-370-011	26.00	004-010-015	40.50
001-312-056	33.50	003-381-001	26.00	004-010-016	40.50
001-312-057	33.50	003-381-002	26.00	004-010-017	40.50
001-312-058	33.50	003-381-003	26.00	004-010-018	40.50
001-312-059	33.50	003-381-004	26.00	004-010-019	40.50
001-312-060	33.50	003-381-005	26.00	004-010-020	40.50
001-312-061	33.50	003-381-006	26.00	004-010-021	40.50
001-312-062	33.50	003-381-007	26.00	004-010-022	40.50
001-312-063	33.50	003-381-008	26.00	004-010-023	40.50
001-312-064	33.50	003-381-009	26.00	004-010-024	40.50
001-313-001	33.50	003-381-010	26.00	004-010-025	40.50
001-313-002	33.50	003-381-011	26.00	004-010-026	40.50
001-313-003	33.50	003-381-012	26.00	004-010-027	40.50
001-313-004	33.50	003-381-013	26.00	004-010-028	40.50
001-313-005	33.50	003-381-014	26.00	004-010-029	40.50
001-313-006	33.50	003-381-015	26.00	004-010-030	40.50
001-313-007	33.50	003-381-016	26.00	004-010-031	40.50
001-313-008	33.50	003-381-017	26.00	004-010-032	40.50
001-313-009	33.50	003-381-018	26.00	004-010-033	40.50
001-313-010	33.50	003-381-019	26.00	004-010-034	40.50
001-313-011	33.50	003-381-020	26.00	004-010-035	40.50
001-313-012	33.50	003-381-021	26.00	004-010-036	40.50
001-313-013	33.50	003-381-022	26.00	004-010-037	40.50
001-313-014	33.50	003-381-023	26.00	004-010-038	40.50
001-313-015	33.50	003-381-024	26.00	004-010-039	40.50
001-313-016	33.50	003-381-025	26.00	004-010-040	40.50
001-321-001	33.50	003-381-026	26.00	004-010-041	40.50

001-321-002	33.50	003-381-027	26.00	004-010-042	40.50
001-321-003	33.50	003-381-028	26.00	004-010-043	40.50
001-321-004	33.50	003-381-029	26.00	004-010-044	40.50
001-321-005	33.50	003-381-030	26.00	004-010-045	40.50
001-321-006	33.50	003-381-031	26.00	004-010-046	40.50
001-321-007	33.50	003-381-032	26.00	004-010-047	40.50
001-321-008	33.50	003-382-001	40.50	004-010-048	40.50
001-321-009	33.50	003-382-002	40.50	004-010-049	40.50
001-321-010	33.50	003-382-003	40.50	004-010-050	40.50
001-321-011	33.50	003-382-004	40.50	004-010-051	40.50
001-321-012	33.50	003-382-005	35.00	004-010-052	40.50
001-321-013	33.50	003-382-006	40.50	004-010-053	40.50
001-321-014	33.50	003-382-007	40.50	004-010-054	40.50
001-321-015	33.50	003-382-008	40.50	004-010-055	40.50
001-321-016	33.50	003-382-009	40.50	004-010-056	40.50
001-321-017	33.50	003-382-011	40.50	004-010-057	40.50
001-321-018	33.50	003-382-012	35.00	004-010-058	40.50
001-321-019	33.50	003-382-013	40.50	004-010-059	40.50
001-321-020	33.50	003-382-014	35.00	004-010-060	40.50
001-321-021	33.50	003-382-015	40.50	004-010-061	40.50
001-321-022	33.50	003-382-016	40.50	004-010-062	40.50
001-321-023	33.50	003-382-017	40.50	004-010-063	40.50
001-321-024	33.50	003-382-018	40.50	004-010-064	40.50
001-321-025	33.50	003-382-019	40.50	004-010-065	40.50
001-321-026	33.50	003-382-020	40.50	004-010-066	40.50
001-321-027	33.50	003-383-001	40.50	004-010-067	40.50
001-321-028	33.50	003-383-002	40.50	004-010-068	40.50
001-321-029	33.50	003-383-003	40.50	004-010-069	40.50
001-321-030	33.50	003-383-004	40.50	004-011-001	40.50
001-321-031	33.50	003-383-005	40.50	004-011-002	40.50
001-321-032	33.50	003-431-005	40.50	004-011-003	40.50
001-321-033	33.50	003-431-006	35.00	004-011-004	40.50
001-321-034	33.50	003-431-007	35.00	004-011-005	40.50
001-321-035	33.50	003-431-009	40.50	004-011-006	40.50
001-321-036	33.50	003-431-012	40.50	004-011-007	40.50
001-321-037	33.50	003-431-021	35.00	004-011-008	40.50
001-321-038	33.50	003-434-001	40.50	004-011-009	40.50
001-321-039	33.50	003-434-002	40.50	004-011-010	40.50
001-321-040	33.50	003-434-003	40.50	004-011-011	40.50
001-321-041	33.50	003-434-004	40.50	004-011-012	40.50
001-321-042	33.50	003-434-005	40.50	004-011-013	40.50
001-321-043	33.50	003-434-006	40.50	004-011-014	40.50
001-321-044	33.50	003-435-001	35.00	004-011-015	40.50
001-321-045	33.50	003-435-002	40.50	004-011-016	40.50
001-321-046	33.50	003-435-003	35.00	004-011-017	40.50
001-321-047	33.50	003-435-004	40.50	004-011-018	40.50
001-321-048	33.50	003-435-005	40.50	004-011-019	40.50
001-321-049	33.50	003-435-006	35.00	004-011-020	40.50
001-321-050	33.50	003-435-007	40.50	004-011-021	40.50
001-321-051	33.50	003-435-008	35.00	004-011-022	40.50
001-321-052	33.50	003-435-009	40.50	004-011-023	40.50
001-321-053	33.50	003-435-013	35.00	004-011-024	40.50
001-321-054	33.50	003-436-001	40.50	004-011-025	40.50
001-321-055	33.50	003-436-002	35.00	004-011-026	40.50
001-321-056	33.50	003-436-003	40.50	004-011-027	40.50

001-321-057	33.50	003-436-008	40.50	004-011-028	40.50
001-321-058	33.50	003-436-009	35.00	004-011-029	40.50
001-321-059	33.50	003-436-010	40.50	004-011-030	40.50
001-321-060	33.50	003-436-013	40.50	004-011-031	40.50
001-321-061	33.50	003-436-014	30.50	004-011-032	40.50
001-321-062	33.50	003-436-015	30.50	004-011-033	40.50
001-321-063	33.50	003-436-021	40.50	004-011-034	40.50
001-321-064	33.50	003-436-022	40.50	004-011-035	40.50
001-321-065	33.50	003-436-023	40.50	004-011-036	40.50
001-321-066	33.50	003-440-003	35.00	004-011-037	40.50
001-321-067	33.50	003-440-004	35.00	004-011-038	40.50
001-321-068	33.50	003-440-005	35.00	004-011-039	40.50
001-321-069	33.50	003-440-006	35.00	004-011-040	40.50
001-321-070	33.50	003-440-007	35.00	004-011-041	40.50
001-321-071	33.50	003-440-008	35.00	004-011-042	40.50
001-321-072	33.50	003-440-009	40.50	004-012-001	40.50
001-321-073	33.50	003-440-010	40.50	004-012-002	40.50
001-321-074	33.50	003-440-011	296.50	004-012-004	40.50
001-321-075	33.50	003-440-012	40.50	004-012-005	40.50
001-321-076	33.50	003-440-013	40.50	004-012-006	40.50
001-321-077	33.50	003-440-014	35.00	004-012-007	40.50
001-321-078	33.50	003-440-015	35.00	004-012-008	35.00
001-321-079	33.50	003-440-016	40.50	004-012-009	33.50
001-321-080	33.50	003-440-017	35.00	004-012-010	33.50
001-322-001	33.50	003-440-018	40.50	004-012-011	40.50
001-322-002	33.50	003-440-019	40.50	004-012-012	40.50
001-322-003	33.50	003-440-020	40.50	004-012-013	40.50
001-322-004	33.50	003-440-021	40.50	004-012-014	42.00
001-322-005	33.50	003-440-022	40.50	004-012-015	42.00
001-322-006	33.50	003-440-023	40.50	004-012-016	40.50
001-322-007	33.50	003-440-024	35.00	004-012-017	40.50
001-322-008	33.50	003-440-025	40.50	004-012-018	40.50
001-322-009	33.50	003-440-026	35.00	004-012-019	40.50
001-322-010	33.50	003-440-027	35.00	004-012-020	40.50
001-322-011	33.50	003-440-028	35.00	004-012-021	40.50
001-322-012	33.50	003-440-029	35.00	004-012-022	40.50
001-322-013	33.50	003-440-030	40.50	004-012-024	11.67
001-322-014	33.50	003-440-031	35.00	004-012-030	23.33
001-322-015	33.50	003-440-032	40.50	004-012-031	23.33
001-322-016	33.50	003-440-033	40.50	004-013-013	40.50
001-322-017	33.50	003-440-034	40.50	004-013-014	69.00
001-322-018	33.50	003-440-035	40.50	004-013-015	126.50
001-322-019	33.50	003-440-036	35.00	004-013-016	236.00
001-322-020	33.50	003-440-037	35.00	004-013-017	141.50
001-323-001	33.50	003-440-038	40.50	004-013-022	35.00
001-323-002	33.50	003-440-039	40.50	004-013-027	49.50
001-323-003	33.50	003-440-040	40.50	004-013-030	199.50
001-323-004	33.50	003-440-041	40.50	004-014-001	17.00
001-323-005	33.50	003-440-042	35.00	004-014-002	22.49
001-323-006	33.50	003-463-007	35.00	004-014-003	22.49
001-323-007	33.50	003-463-009	35.00	004-014-004	22.49
001-323-008	33.50	003-463-011	35.00	004-014-005	22.49
001-323-009	33.50	003-463-020	440.50	004-014-006	22.49
001-323-010	33.50	003-463-022	471.50	004-014-007	22.49
001-323-011	33.50	003-463-023	807.50	004-014-008	22.49

001-323-012	33.50	003-463-025	35.00	004-014-009	22.49
001-323-013	33.50	003-463-026	35.00	004-014-010	22.49
001-323-014	33.50	003-463-027	35.00	004-014-011	22.49
001-323-015	33.50	003-470-008	35.00	004-014-012	22.49
001-323-016	33.50	003-470-010	40.50	004-014-013	22.49
001-323-017	33.50	003-470-011	35.00	004-014-014	22.49
001-323-018	33.50	003-470-012	35.00	004-014-015	22.49
001-323-019	33.50	003-481-001	40.50	004-014-016	22.49
001-323-020	33.50	003-481-002	40.50	004-014-017	22.49
001-323-021	33.50	003-481-003	40.50	004-014-018	22.49
001-323-022	33.50	003-481-004	40.50	004-014-019	22.49
001-323-023	33.50	003-481-005	40.50	004-014-020	22.49
001-323-024	33.50	003-481-006	40.50	004-014-021	22.49
001-323-025	33.50	003-481-007	40.50	004-014-022	22.49
001-323-026	33.50	003-481-008	40.50	004-014-023	22.49
001-323-027	33.50	003-481-011	203.50	004-014-024	22.49
001-323-028	33.50	003-481-014	35.00	004-014-025	22.49
001-323-029	33.50	003-481-016	187.00	004-014-026	22.49
001-323-030	33.50	003-481-017	35.00	004-014-027	22.49
001-323-031	33.50	003-481-018	35.00	004-014-028	22.49
001-323-032	33.50	003-481-022	35.00	004-014-029	22.49
001-323-033	33.50	003-481-023	35.00	004-014-030	22.49
001-323-034	33.50	003-483-001	40.50	004-015-001	17.00
001-323-035	33.50	003-483-002	40.50	004-015-002	17.00
001-323-036	33.50	003-483-003	40.50	004-015-003	17.00
001-340-001	33.50	003-483-004	40.50	004-015-004	17.00
001-340-002	33.50	003-483-005	40.50	004-015-005	17.00
001-340-003	33.50	003-483-006	40.50	004-015-006	17.00
001-340-004	33.50	003-483-007	35.00	004-015-007	17.00
001-340-005	33.50	003-483-018	393.00	004-015-008	17.00
001-340-006	33.50	003-490-001	35.00	004-015-009	17.00
001-340-007	33.50	003-541-001	40.50	004-015-010	17.00
001-340-008	33.50	003-541-002	40.50	004-015-011	17.00
001-340-009	33.50	003-542-001	40.50	004-015-012	17.00
001-340-010	33.50	003-542-002	40.50	004-015-013	17.00
001-340-011	33.50	003-542-003	40.50	004-015-014	17.00
001-340-012	33.50	003-542-004	40.50	004-015-015	17.00
001-340-013	33.50	003-542-005	40.50	004-015-016	17.00
001-340-014	33.50	003-542-006	40.50	004-015-017	17.00
001-340-015	33.50	003-542-007	40.50	004-015-018	17.00
001-340-016	33.50	003-542-008	40.50	004-015-019	17.00
001-340-017	33.50	003-542-010	40.50	004-015-020	17.00
001-340-018	33.50	003-542-011	40.50	004-015-021	17.00
001-340-019	33.50	003-542-012	40.50	004-015-022	17.00
001-340-020	33.50	003-542-013	40.50	004-015-023	17.00
001-340-021	33.50	003-542-014	40.50	004-015-024	17.00
001-340-022	33.50	003-542-015	40.50	004-015-025	17.00
001-340-023	33.50	003-542-016	40.50	004-015-026	17.00
001-340-024	33.50	003-542-017	40.50	004-015-027	17.00
001-340-025	33.50	003-542-018	40.50	004-015-028	17.00
001-340-026	33.50	003-542-019	40.50	004-015-029	17.00
001-340-027	33.50	003-542-020	40.50	004-015-030	17.00
001-340-028	33.50	003-543-001	40.50	004-015-031	17.00
001-340-029	33.50	003-543-002	40.50	004-015-032	17.00
001-340-030	33.50	003-543-003	40.50	004-015-033	17.00

001-340-031	33.50	003-543-004	40.50	004-015-034	17.00
001-340-032	33.50	003-543-005	40.50	004-015-035	17.00
001-340-033	33.50	003-543-006	40.50	004-015-036	17.00
001-340-034	33.50	003-543-007	40.50	004-015-037	17.00
001-340-035	33.50	003-543-008	40.50	004-015-038	17.00
001-340-036	33.50	003-543-009	40.50	004-015-039	17.00
001-340-037	33.50	003-543-010	40.50	004-015-040	17.00
001-340-038	33.50	003-543-011	40.50	004-015-041	17.00
001-340-039	33.50	003-543-012	40.50	004-015-042	17.00
001-340-040	33.50	003-543-013	40.50	004-015-043	17.00
001-350-001	33.50	003-543-014	40.50	004-015-044	17.00
001-350-002	33.50	003-543-015	40.50	004-015-045	17.00
001-350-003	33.50	003-543-016	40.50	004-015-046	17.00
001-350-004	33.50	003-543-017	40.50	004-015-047	17.00
001-350-005	33.50	003-543-018	40.50	004-015-048	17.00
001-350-006	33.50	003-543-019	40.50	004-015-049	17.00
001-350-007	33.50	003-543-020	40.50	004-015-050	17.00
001-350-008	33.50	003-543-021	40.50	004-015-051	17.00
001-350-009	33.50	003-543-022	40.50	004-015-052	17.00
001-350-010	33.50	003-543-023	40.50	004-015-053	17.00
001-350-011	33.50	003-543-024	40.50	004-015-054	17.00
001-350-012	33.50	003-551-001	40.50	004-015-055	17.00
001-350-013	33.50	003-551-002	40.50	004-015-056	17.00
001-350-014	33.50	003-551-003	40.50	004-015-057	17.00
001-350-015	33.50	003-551-004	40.50	004-015-058	17.00
001-350-016	33.50	003-551-005	40.50	004-015-059	17.00
001-350-017	33.50	003-551-006	40.50	004-015-060	17.00
001-350-018	33.50	003-551-007	40.50	004-015-061	17.00
001-350-019	33.50	003-551-008	40.50	004-015-062	17.00
001-350-020	33.50	003-551-009	40.50	004-015-063	17.00
001-350-021	33.50	003-551-010	40.50	004-015-064	17.00
001-350-022	33.50	003-551-011	40.50	004-015-065	17.00
001-350-023	33.50	003-551-012	40.50	004-015-066	17.00
001-350-024	33.50	003-552-001	40.50	004-015-067	17.00
001-350-025	33.50	003-552-002	40.50	004-015-068	17.00
001-350-026	33.50	003-552-003	40.50	004-015-069	17.00
001-350-027	33.50	003-552-004	40.50	004-015-070	17.00
001-350-028	33.50	003-552-005	40.50	004-015-071	17.00
001-350-029	33.50	003-552-006	40.50	004-015-072	17.00
001-350-030	33.50	003-552-007	40.50	004-015-073	17.00
001-350-031	33.50	003-552-008	40.50	004-015-074	17.00
001-350-032	33.50	003-552-009	40.50	004-015-075	17.00
001-350-033	33.50	003-552-010	40.50	004-015-076	17.00
001-350-034	33.50	003-552-011	40.50	004-015-077	17.00
001-350-035	33.50	003-552-012	40.50	004-015-078	17.00
001-350-036	33.50	003-552-013	40.50	004-015-079	17.00
001-350-037	33.50	003-552-014	40.50	004-015-080	17.00
001-350-038	33.50	003-552-015	40.50	004-015-081	17.00
001-350-039	33.50	003-552-016	40.50	004-015-082	17.00
001-350-040	33.50	003-552-017	40.50	004-015-083	17.00
001-360-001	33.50	003-552-018	40.50	004-015-084	17.00
001-360-002	33.50	003-552-019	40.50	004-015-085	17.00
001-360-003	33.50	003-552-020	40.50	004-015-086	17.00
001-360-004	33.50	003-552-021	40.50	004-015-087	17.00
001-360-005	33.50	003-552-022	40.50	004-015-088	17.00

001-360-006	33.50	003-552-023	40.50	004-015-089	17.00
001-360-007	33.50	003-552-024	40.50	004-015-090	17.00
001-360-008	33.50	003-552-025	40.50	004-016-001	17.00
001-360-009	33.50	003-552-026	40.50	004-016-002	17.00
001-360-010	33.50	003-552-027	40.50	004-016-003	17.00
001-360-011	33.50	003-552-028	40.50	004-016-004	17.00
001-360-012	33.50	003-552-029	40.50	004-016-005	17.00
001-360-013	33.50	003-552-030	40.50	004-016-006	17.00
001-360-014	33.50	003-552-031	40.50	004-016-007	17.00
001-360-015	33.50	003-552-032	40.50	004-016-008	17.00
001-360-016	33.50	003-552-033	40.50	004-016-009	17.00
001-360-017	33.50	003-552-034	40.50	004-016-010	17.00
001-360-018	33.50	003-552-035	40.50	004-016-011	17.00
001-360-019	33.50	003-552-036	40.50	004-016-012	17.00
001-360-020	33.50	003-552-037	40.50	004-016-013	17.00
001-360-021	33.50	003-552-038	40.50	004-016-014	17.00
001-360-022	33.50	003-552-039	40.50	004-016-015	17.00
001-360-023	33.50	003-552-040	40.50	004-016-016	17.00
001-360-024	33.50	003-552-041	40.50	004-016-017	17.00
001-360-025	33.50	003-552-042	40.50	004-016-018	17.00
001-360-026	33.50	003-570-001	33.50	004-016-019	17.00
001-360-027	33.50	003-570-002	33.50	004-016-020	17.00
001-360-028	33.50	003-570-003	33.50	004-016-021	17.00
001-360-029	33.50	003-570-004	33.50	004-016-022	17.00
001-360-030	33.50	003-570-005	33.50	004-016-023	17.00
001-360-031	33.50	003-570-006	33.50	004-016-024	17.00
001-360-032	33.50	003-570-007	33.50	004-016-025	17.00
001-360-033	33.50	003-570-008	33.50	004-016-026	17.00
001-360-034	33.50	003-570-009	33.50	004-016-027	17.00
001-360-035	33.50	003-570-010	33.50	004-016-028	17.00
001-360-036	33.50	003-570-011	33.50	004-016-029	17.00
001-370-001	33.50	003-570-012	33.50	004-016-030	17.00
001-370-002	33.50	003-570-013	33.50	004-016-031	17.00
001-370-003	33.50	003-570-014	33.50	004-016-032	17.00
001-370-004	33.50	003-570-015	33.50	004-016-033	17.00
001-370-005	33.50	003-570-016	33.50	004-016-034	17.00
001-370-006	33.50	003-570-017	33.50	004-016-035	17.00
001-370-007	33.50	003-570-018	33.50	004-016-036	17.00
001-370-008	33.50	003-570-019	33.50	004-016-037	17.00
001-370-009	33.50	003-570-020	33.50	004-016-038	17.00
001-370-010	33.50	003-570-021	35.00	004-016-039	17.00
001-370-011	33.50	003-570-022	35.00	004-016-040	17.00
001-370-012	33.50	003-570-023	35.00	004-016-041	17.00
001-370-013	33.50	003-570-024	35.00	004-016-042	17.00
001-370-014	33.50	003-570-025	35.00	004-016-043	17.00
001-370-015	33.50	003-570-026	35.00	004-016-044	17.00
001-370-016	33.50	003-570-027	35.00	004-016-045	17.00
001-370-017	33.50	003-570-028	35.00	004-016-046	17.00
001-370-018	33.50	003-570-029	35.00	004-016-047	17.00
001-370-019	33.50	003-580-001	33.50	004-016-048	17.00
001-370-020	33.50	003-580-002	33.50	004-016-049	17.00
001-370-021	33.50	003-580-003	33.50	004-016-050	17.00
001-370-022	33.50	003-580-004	33.50	004-016-051	17.00
001-370-023	33.50	003-580-005	33.50	004-016-052	17.00
001-370-024	33.50	003-580-006	33.50	004-017-001	40.50

001-380-001	33.50	003-580-007	33.50	004-017-002	40.50
001-380-002	33.50	003-580-008	33.50	004-017-003	40.50
001-380-003	33.50	003-580-009	33.50	004-017-004	40.50
001-380-004	33.50	003-580-010	33.50	004-017-005	40.50
001-380-005	33.50	003-580-011	33.50	004-017-006	40.50
001-380-006	33.50	003-580-012	33.50	004-017-007	40.50
001-380-007	33.50	003-580-013	33.50	004-017-008	40.50
001-380-008	33.50	003-580-014	33.50	004-017-009	40.50
001-380-009	33.50	003-580-015	33.50	004-017-010	40.50
001-380-010	33.50	003-580-016	33.50	004-017-011	40.50
001-380-011	33.50	003-580-017	33.50	004-017-012	40.50
001-380-012	33.50	003-580-018	33.50	004-017-013	40.50
001-380-013	33.50	003-580-019	33.50	004-017-014	40.50
001-380-014	33.50	003-580-020	33.50	004-017-015	40.50
001-380-015	33.50	003-580-021	33.50	004-017-016	40.50
001-380-016	33.50	003-580-022	33.50	004-017-017	40.50
001-380-017	33.50	003-580-023	33.50	004-017-018	40.50
001-380-018	33.50	003-580-024	33.50	004-017-019	40.50
001-380-019	33.50	003-580-025	33.50	004-017-020	203.50
001-380-020	33.50	003-580-026	33.50	004-017-021	40.50
001-380-021	33.50	003-580-027	33.50	004-017-022	82.00
001-380-022	33.50	003-580-028	33.50	004-019-001	40.50
001-380-023	33.50	003-580-029	33.50	004-019-002	40.50
001-380-024	33.50	003-580-030	33.50	004-019-003	40.50
001-380-025	33.50	003-580-031	33.50	004-019-004	40.50
001-380-026	33.50	003-580-032	33.50	004-019-005	40.50
001-380-027	33.50	003-580-033	33.50	004-019-006	40.50
001-380-028	33.50	003-580-034	33.50	004-019-007	40.50
001-380-029	33.50	003-580-035	33.50	004-019-008	40.50
001-380-030	33.50	003-580-036	33.50	004-019-009	40.50
001-380-031	33.50	003-580-037	33.50	004-019-010	40.50
001-380-032	33.50	003-590-001	40.50	004-019-011	40.50
001-380-033	33.50	003-590-002	40.50	004-019-012	40.50
001-380-034	33.50	003-590-003	40.50	004-019-013	40.50
001-380-035	33.50	003-590-004	40.50	004-019-014	40.50
001-380-036	33.50	003-590-005	40.50	004-019-015	40.50
001-390-001	33.50	003-590-006	40.50	004-019-016	40.50
001-390-002	33.50	003-590-007	40.50	004-019-017	40.50
001-390-003	33.50	003-590-008	40.50	004-019-018	40.50
001-390-004	33.50	003-590-009	40.50	004-019-019	40.50
001-390-005	33.50	003-590-010	40.50	004-019-020	40.50
001-390-006	33.50	003-590-011	40.50	004-019-021	35.00
001-390-007	33.50	003-590-012	40.50	004-026-001	85.00
001-390-008	33.50	003-590-013	40.50	004-026-002	85.00
001-390-009	33.50	003-590-014	40.50	004-026-003	85.00
001-390-010	33.50	003-590-015	40.50	004-026-004	85.00
001-390-011	33.50	003-590-016	40.50	004-026-005	85.00
001-390-012	33.50	003-590-017	40.50	004-026-006	85.00
001-390-013	33.50	003-590-018	40.50	004-026-007	85.00
001-390-014	33.50	003-590-019	40.50	004-026-008	85.00
001-390-015	33.50	003-590-020	40.50	004-026-009	85.00
001-390-016	33.50	003-590-021	40.50	004-026-010	85.00
001-390-017	33.50	003-590-022	40.50	004-026-011	85.00
001-390-018	33.50	003-590-023	40.50	004-026-012	85.00
001-390-019	33.50	003-590-024	40.50	004-026-015	85.00

001-390-020	33.50	003-590-025	40.50	004-026-016	85.00
001-390-021	33.50	003-590-026	40.50	004-026-017	85.00
001-390-022	33.50	003-590-027	40.50	004-026-018	85.00
001-390-023	33.50	003-590-028	40.50	004-026-019	85.00
001-390-024	33.50	003-590-029	40.50	004-026-020	85.00
001-390-025	33.50	003-590-030	40.50	004-026-021	85.00
001-390-026	33.50	003-590-031	40.50	004-026-022	85.00
001-390-027	33.50	003-590-032	35.00	004-026-023	85.00
001-390-028	33.50	003-590-033	35.00	004-026-024	85.00
001-400-001	40.50	003-590-045	35.00	004-026-025	85.00
001-400-002	40.50	003-590-046	35.00	004-026-026	85.00
001-400-003	40.50	003-590-047	35.00	004-026-027	85.00
001-400-004	40.50	003-590-048	40.50	004-026-028	85.00
001-400-005	40.50	003-590-049	40.50	004-026-029	85.00
001-400-006	40.50	003-590-054	165.00	004-026-030	85.00
001-400-007	40.50	003-590-055	165.00	004-026-031	85.00
001-400-008	40.50	003-600-001	40.50	004-026-032	85.00
001-400-009	40.50	003-600-002	40.50	004-026-033	85.00
001-400-010	40.50	003-600-003	40.50	004-026-034	85.00
001-400-011	40.50	003-600-004	40.50	004-026-035	85.00
001-400-012	40.50	003-600-005	40.50	004-026-036	85.00
001-400-013	40.50	003-600-006	40.50	004-026-037	85.00
001-400-014	40.50	003-600-007	40.50	004-026-038	85.00
001-400-015	40.50	003-600-008	40.50	004-026-039	85.00
001-400-016	40.50	003-600-009	40.50	004-026-040	85.00
001-400-017	40.50	003-600-010	40.50	004-026-041	85.00
001-400-018	40.50	003-600-011	40.50	004-026-042	85.00
001-400-019	40.50	003-600-012	40.50	004-026-043	85.00
001-400-020	40.50	003-600-013	40.50	004-026-044	85.00
001-400-021	40.50	003-600-014	40.50	004-026-045	85.00
001-400-022	40.50	003-600-015	40.50	004-026-046	85.00
001-400-023	85.00	003-600-016	40.50	004-026-047	85.00
001-400-024	85.00	003-600-017	40.50	004-026-048	85.00
001-400-025	85.00	003-600-018	40.50	004-026-049	85.00
001-400-026	85.00	003-600-019	40.50	004-026-050	85.00
001-400-027	40.50	003-600-020	40.50	004-027-001	85.00
001-400-028	40.50	003-600-021	40.50	004-027-002	85.00
001-400-029	40.50	003-600-022	40.50	004-027-003	85.00
001-400-030	40.50	003-600-023	40.50	004-027-004	85.00
001-400-031	40.50	003-600-024	40.50	004-027-005	85.00
001-400-032	40.50	003-600-025	40.50	004-027-006	85.00
001-400-033	40.50	003-600-026	40.50	004-027-007	85.00
001-400-034	40.50	003-600-027	40.50	004-027-008	85.00
001-400-035	40.50	003-600-028	40.50	004-027-009	85.00
001-400-036	40.50	003-600-029	40.50	004-027-010	85.00
001-400-037	40.50	003-600-030	40.50	004-027-011	85.00
001-400-038	40.50	003-600-032	40.50	004-027-012	85.00
001-400-039	40.50	003-600-033	40.50	004-027-013	85.00
001-400-040	40.50	003-600-034	40.50	004-027-014	85.00
001-400-041	40.50	003-600-035	40.50	004-027-015	85.00
001-400-042	40.50	003-600-036	40.50	004-027-016	85.00
001-400-043	85.00	003-600-037	40.50	004-027-017	85.00
001-400-044	85.00	003-600-038	40.50	004-027-018	85.00
001-400-045	85.00	003-600-039	40.50	004-027-019	85.00
001-400-046	40.50	003-600-040	40.50	004-027-020	85.00

001-400-047	40.50	003-600-041	40.50	004-027-021	85.00
001-400-048	40.50	003-600-042	40.50	004-027-022	85.00
001-400-049	40.50	003-600-043	40.50	004-027-023	85.00
001-400-050	40.50	003-600-044	40.50	004-027-024	85.00
001-400-051	40.50	003-600-045	40.50	004-027-025	85.00
001-400-052	40.50	003-600-046	40.50	004-027-026	85.00
001-400-053	40.50	003-600-047	40.50	004-027-027	85.00
001-400-054	40.50	003-600-048	40.50	004-027-028	85.00
001-400-055	40.50	003-600-049	40.50	004-027-029	85.00
001-400-056	40.50	003-600-050	40.50	004-027-030	85.00
001-400-057	40.50	003-610-001	33.50	004-027-031	85.00
001-400-058	40.50	003-610-002	33.50	004-027-032	85.00
001-400-059	40.50	003-610-003	33.50	004-027-033	85.00
001-400-060	40.50	003-610-004	33.50	004-027-034	85.00
001-400-061	40.50	003-610-005	33.50	004-027-035	85.00
001-400-062	40.50	003-610-006	33.50	004-027-036	85.00
001-400-063	40.50	003-610-007	33.50	004-027-037	85.00
001-400-064	40.50	003-610-008	33.50	004-027-038	85.00
001-400-065	40.50	003-610-009	33.50	004-027-039	85.00
001-400-066	40.50	003-610-010	33.50	004-027-040	85.00
001-400-067	40.50	003-610-011	33.50	004-027-041	85.00
001-400-068	40.50	003-610-012	33.50	004-027-042	85.00
001-400-069	40.50	003-610-013	33.50	004-027-043	85.00
001-400-070	40.50	003-610-014	33.50	004-027-044	85.00
001-400-071	40.50	003-610-015	33.50	004-027-045	85.00
001-400-072	40.50	003-610-016	33.50	004-027-046	85.00
001-400-073	40.50	003-610-017	33.50	004-027-047	85.00
001-400-074	40.50	003-610-018	33.50	004-027-048	85.00
001-400-075	40.50	003-610-019	33.50	004-027-049	85.00
001-400-076	40.50	003-610-020	33.50	004-027-050	85.00
001-400-077	40.50	003-620-001	33.50	004-027-051	85.00
001-410-001	33.50	003-620-002	33.50	004-027-052	85.00
001-410-002	33.50	003-620-003	33.50	004-027-053	85.00
001-410-003	33.50	003-620-004	33.50	004-027-054	85.00
001-410-004	33.50	003-620-005	33.50	004-027-055	85.00
001-410-005	33.50	003-620-006	33.50	004-027-056	85.00
001-410-006	33.50	003-620-007	33.50	004-027-057	85.00
001-410-007	33.50	003-620-008	33.50	004-027-058	85.00
001-410-008	33.50	003-620-009	33.50	004-027-059	85.00
001-410-009	33.50	003-620-010	33.50	004-027-060	85.00
001-410-010	33.50	003-620-011	33.50	004-027-061	85.00
001-410-011	33.50	003-620-012	33.50	004-027-062	85.00
001-410-012	33.50	003-620-013	33.50	004-027-064	85.00
001-410-013	33.50	003-620-014	33.50	004-027-065	85.00
001-410-014	33.50	003-620-015	33.50	004-027-066	85.00
001-410-015	33.50	003-620-016	33.50	004-027-067	85.00
001-410-016	33.50	003-620-017	33.50	004-027-068	85.00
001-410-017	33.50	003-620-018	33.50	004-027-069	85.00
001-410-018	33.50	003-620-019	33.50	004-027-070	85.00
001-410-019	33.50	003-620-020	33.50	004-027-071	85.00
001-410-020	33.50	003-620-021	33.50	004-027-072	85.00
001-410-021	33.50	003-620-022	33.50	004-027-073	85.00
001-410-022	33.50	003-620-023	33.50	004-027-074	85.00
001-410-023	33.50	003-620-024	33.50	004-027-075	85.00
001-410-024	33.50	003-620-025	33.50	004-027-076	85.00

001-410-025	33.50	003-620-026	33.50	004-027-077	85.00
001-410-026	33.50	003-620-027	33.50	004-027-078	85.00
001-420-001	27.50	003-620-028	33.50	004-027-079	85.00
001-420-002	27.50	003-620-029	33.50	004-031-017	150.00
001-420-003	27.50	003-620-030	33.50	004-031-018	178.50
001-420-004	27.50	003-620-031	33.50	004-036-002	40.50
001-420-005	27.50	003-620-032	33.50	004-036-004	35.00
001-420-006	27.50	003-620-033	33.50	004-036-005	71.03
001-420-007	27.50	003-620-034	33.50	004-036-006	85.00
001-420-008	27.50	003-620-035	33.50	004-036-008	85.00
001-420-009	27.50	003-620-036	33.50	004-036-009	40.50
001-420-010	27.50	003-620-037	33.50	004-036-010	35.00
001-420-011	27.50	003-620-038	33.50	004-036-011	32.00
001-420-012	27.50	003-620-039	33.50	004-036-012	89.50
001-420-013	27.50	003-620-040	33.50	004-036-013	39.00
001-420-014	27.50	003-640-001	33.50	004-036-014	39.00
001-430-002	67.50	003-640-002	33.50	004-036-015	92.50
001-430-003	67.50	003-640-003	33.50	004-036-016	40.50
001-430-004	67.50	003-640-004	33.50	004-036-017	76.00
001-430-005	67.50	003-640-005	33.50	004-036-018	35.00
001-430-006	67.50	003-640-006	33.50	004-036-021	35.00
001-430-008	67.50	003-640-007	33.50	004-036-022	35.00
001-430-012	67.50	003-640-008	33.50	004-036-023	1,049.00
001-470-002	19.26	003-640-009	33.50	004-036-024	150.00
001-470-003	19.26	003-640-010	33.50	004-039-002	117.50
001-470-004	19.26	003-640-011	33.50	004-039-007	187.00
001-470-005	19.26	003-640-012	33.50	004-039-009	54.00
001-470-006	19.26	003-640-013	33.50	004-039-010	73.50
001-470-007	19.26	003-640-014	33.50	004-041-002	40.50
001-470-008	19.26	003-640-015	33.50	004-041-003	40.50
001-470-009	19.26	003-640-016	33.50	004-041-004	35.00
001-470-010	19.26	003-640-017	33.50	004-041-007	73.50
001-470-011	19.26	003-640-018	33.50	004-041-008	76.00
001-470-012	18.92	003-640-019	33.50	004-041-009	365.00
001-470-013	19.08	003-640-020	33.50	004-041-010	35.00
001-470-014	18.80	003-640-021	33.50	004-041-011	61.50
001-470-015	18.80	003-640-022	33.50	004-041-012	92.50
001-470-016	18.80	003-640-023	33.50	004-041-013	218.50
001-470-017	18.80	003-640-024	33.50	004-041-014	125.00
001-470-018	18.80	003-640-025	33.50	004-041-015	178.50
001-470-019	18.80	003-640-026	33.50	004-041-016	262.50
001-470-020	18.80	003-640-027	33.50	004-041-017	49.50
001-470-021	18.80	003-640-028	33.50	004-041-018	40.50
001-470-022	18.80	003-640-029	33.50	004-041-019	35.00
001-470-023	18.80	003-640-030	33.50	004-041-024	40.50
001-470-024	18.80	003-640-031	33.50	004-041-025	35.00
001-470-025	18.80	003-640-032	33.50	004-041-026	35.00
001-470-026	18.80	003-640-033	33.50	004-041-027	35.00
001-470-027	18.80	003-640-034	33.50	004-041-028	35.00
001-470-028	18.80	003-640-035	33.50	004-041-032	40.50
001-470-029	18.80	003-640-036	33.50	004-041-033	40.50
001-470-030	18.80	003-640-037	33.50	004-041-034	40.50
001-470-031	18.90	003-640-038	33.50	004-041-035	146.55
001-470-032	18.84	003-640-039	33.50	004-041-036	15.20
001-470-033	18.80	003-640-040	33.50	004-041-037	15.20

001-470-034	18.84	003-650-001	33.50	004-041-038	15.20
001-470-035	18.84	003-650-002	33.50	004-041-039	15.20
001-470-036	18.80	003-650-003	33.50	004-047-003	40.50
001-470-037	18.80	003-650-004	33.50	004-047-004	40.50
001-470-038	18.80	003-650-005	33.50	004-047-007	40.50
001-480-001	15.52	003-650-006	33.50	004-047-008	35.00
001-480-002	15.52	003-650-007	33.50	004-047-009	35.00
001-480-003	15.52	003-650-008	33.50	004-047-010	35.00
001-480-004	15.52	003-650-009	33.50	004-047-011	35.00
001-480-005	15.52	003-650-010	33.50	004-047-012	35.00
001-480-006	15.52	003-650-011	33.50	004-047-013	40.50
001-480-007	15.52	003-650-012	33.50	004-047-014	40.50
001-480-008	15.52	003-650-013	33.50	004-047-018	316.00
001-480-009	15.52	003-650-014	33.50	004-047-019	40.50
001-480-010	15.52	003-650-015	33.50	004-047-020	40.50
001-480-011	15.52	003-650-016	33.50	004-047-021	157.51
001-480-012	15.52	003-650-017	33.50	004-047-022	157.50
001-480-013	15.52	003-650-018	33.50	004-047-023	157.50
001-480-014	15.52	003-650-019	33.50	004-047-024	157.50
001-480-015	15.52	003-650-020	33.50	004-047-025	35.00
001-480-016	15.52	003-650-021	33.50	004-047-026	35.00
001-480-017	15.52	003-650-022	33.50	004-047-027	35.00
001-480-018	15.52	003-650-023	33.50	004-047-028	35.00
001-480-019	15.52	003-650-024	33.50	004-047-029	40.50
001-480-020	15.52	003-650-025	33.50	004-047-030	40.50
001-480-021	15.52	003-650-026	33.50	004-047-031	26.00
001-480-022	15.52	003-650-027	33.50	004-047-032	26.00
001-480-023	15.52	003-650-028	33.50	004-047-033	26.00
001-480-024	15.52	003-650-029	33.50	004-047-034	26.00
001-480-025	15.52	003-650-030	33.50	004-047-036	26.00
001-480-026	15.52	003-650-031	33.50	004-047-037	26.00
001-480-027	15.52	003-650-032	33.50	004-047-038	26.00
001-480-028	15.52	003-650-033	33.50	004-047-039	316.00
001-480-029	15.52	003-650-034	33.50	004-047-043	13.00
001-480-030	15.52	003-650-035	33.50	004-047-044	26.00
001-480-031	16.18	003-650-036	33.50	004-087-001	43.70
001-480-032	16.18	003-650-037	33.50	004-087-002	43.70
001-480-033	16.18	003-650-038	33.50	004-087-003	43.70
001-480-034	16.18	003-650-039	33.50	004-087-004	43.70
001-480-035	16.18	003-650-040	33.50	004-087-005	43.70
001-480-036	16.18	003-650-041	35.00	004-090-001	33.50
003-101-007	40.50	003-650-042	35.00	004-090-002	33.50
003-101-008	40.50	003-650-043	35.00	004-090-003	33.50
003-101-009	35.00	003-650-044	35.00	004-090-004	33.50
003-101-010	40.50	003-650-045	35.00	004-091-001	21.91
003-101-011	40.50	003-650-046	35.00	004-091-002	21.91
003-101-012	40.50	003-650-047	35.00	004-091-003	21.91
003-101-017	157.50	003-650-048	35.00	004-091-004	21.91
003-101-018	55.50	003-650-049	35.00	004-091-005	21.91
003-101-022	27.50	003-650-050	35.00	004-091-006	21.91
003-101-023	40.50	003-650-051	35.00	004-091-007	21.91
003-101-024	40.50	003-650-052	35.00	004-091-008	21.91
003-101-025	40.50	003-650-053	35.00	004-099-001	40.50
003-102-010	40.50	003-650-054	35.00	004-099-002	40.50
003-102-012	40.50	003-650-055	35.00	004-099-003	40.50

003-102-016	35.00	003-650-056	35.00	004-099-004	40.50
003-102-019	40.50	003-680-001	33.50	004-099-005	40.50
003-102-021	40.50	003-680-002	33.50	004-099-006	40.50
003-102-024	154.34	003-680-003	33.50	004-101-001	33.50
003-103-001	35.00	003-680-004	33.50	004-101-002	33.50
003-103-004	40.50	003-680-005	33.50	004-101-003	33.50
003-103-008	40.50	003-680-006	33.50	004-101-004	33.50
003-103-009	40.50	003-680-007	33.50	004-101-005	33.50
003-103-010	35.00	003-680-008	33.50	004-101-006	33.50
003-103-011	35.00	003-680-009	33.50	004-101-007	33.50
003-103-012	40.50	003-680-010	33.50	004-101-008	33.50
003-103-014	35.00	003-680-011	33.50	004-102-001	3.06
003-103-015	35.00	003-680-012	33.50	004-102-002	3.06
003-104-002	40.50	003-680-013	33.50	004-102-003	3.06
003-104-003	40.50	003-680-014	33.50	004-102-004	3.06
003-104-005	35.00	003-680-015	33.50	004-102-005	3.06
003-104-011	35.00	003-680-016	33.50	004-102-006	3.06
003-104-012	35.00	003-680-017	33.50	004-102-007	3.06
003-104-013	40.50	003-680-018	33.50	004-102-008	3.06
003-104-014	35.00	003-680-019	33.50	004-102-009	3.06
003-141-001	40.50	003-680-020	33.50	004-102-010	3.06
003-141-002	40.50	003-690-001	33.50	004-102-011	3.06
003-141-003	40.50	003-690-002	33.50	004-102-012	3.06
003-141-004	40.50	003-690-003	33.50	004-102-013	3.06
003-141-005	40.50	003-690-004	33.50	004-102-014	3.06
003-141-006	40.50	003-690-005	33.50	004-102-015	3.06
003-141-007	40.50	003-690-006	33.50	004-102-016	3.06
003-141-008	40.50	003-690-007	33.50	004-102-017	3.06
003-141-009	40.50	003-690-008	33.50	004-102-018	3.06
003-141-010	40.50	003-690-009	33.50	004-102-019	3.06
003-141-011	40.50	003-690-010	33.50	004-102-020	40.50
003-141-013	40.50	003-690-011	33.50	004-102-021	3.06
003-141-014	40.50	003-690-012	33.50	004-102-022	3.06
003-141-015	35.00	003-690-013	33.50	004-102-023	3.06
003-141-016	40.50	003-690-014	33.50	004-102-024	3.06
003-141-017	40.50	003-690-015	33.50	004-102-025	3.06
003-141-018	40.50	003-690-016	33.50	004-102-026	3.06
003-141-019	40.50	003-690-017	33.50	004-102-027	3.06
003-141-020	40.50	003-690-018	33.50	004-102-028	3.06
003-141-021	40.50	003-690-019	33.50	004-102-029	3.06
003-141-022	40.50	003-690-020	33.50	004-102-030	3.06
003-142-002	40.50	003-700-001	33.50	004-102-031	3.06
003-142-003	40.50	003-700-002	33.50	004-102-032	3.06
003-142-004	40.50	003-700-003	33.50	004-102-033	3.06
003-142-005	40.50	003-700-004	33.50	004-102-034	3.06
003-142-006	40.50	003-700-005	33.50	004-102-035	3.06
003-142-007	40.50	003-700-006	33.50	004-102-036	3.06
003-142-008	40.50	003-700-007	33.50	004-102-037	3.06
003-142-010	40.50	003-700-008	33.50	004-102-038	3.06
003-142-011	40.50	003-700-009	33.50	004-102-039	3.06
003-142-012	40.50	003-700-010	33.50	004-102-040	3.06
003-142-013	40.50	003-700-011	33.50	004-102-041	3.06
003-142-014	40.50	003-700-012	33.50	004-103-001	13.00
003-142-015	40.50	003-700-013	33.50	004-103-002	13.00
003-142-016	40.50	003-700-014	33.50	004-104-001	35.00

003-142-017	40.50	003-700-015	33.50	004-104-002	35.00
003-142-018	40.50	003-700-016	33.50	004-104-003	35.00
003-142-019	40.50	003-700-017	33.50	004-104-004	35.00
003-142-020	35.00	003-700-018	33.50	004-104-005	35.00
003-142-021	40.50	003-700-019	33.50	004-104-006	35.00
003-142-022	40.50	003-700-020	33.50	004-104-007	35.00
003-142-023	40.50	003-700-021	33.50	004-104-008	35.00
003-142-024	40.50	003-700-022	33.50	004-104-009	35.00
003-142-025	40.50	003-700-023	33.50	004-104-010	35.00
003-142-026	40.50	003-700-024	33.50	004-104-011	35.00
003-142-027	40.50	003-700-025	33.50	004-104-012	35.00
003-142-028	40.50	003-700-026	33.50	004-104-013	35.00
003-142-029	40.50	003-700-027	33.50	004-104-014	35.00
003-142-030	40.50	003-700-028	33.50	004-104-015	35.00
003-142-031	40.50	003-700-029	33.50	004-104-016	35.00
003-142-033	5.00	003-700-030	33.50	004-104-017	35.00
003-142-034	5.00	003-700-031	33.50	004-104-018	35.00
003-142-035	5.00	003-710-001	33.50	004-104-019	35.00
003-142-036	5.00	003-710-002	33.50	004-104-020	35.00
003-142-037	5.00	003-710-003	33.50	004-104-021	35.00
003-142-038	5.00	003-710-004	33.50	004-104-022	35.00
003-142-039	5.00	003-710-005	33.50	004-104-023	35.00
003-151-002	61.50	003-710-006	33.50	004-104-024	35.00
003-151-004	40.50	003-710-007	33.50	004-104-025	35.00
003-151-005	40.50	003-710-008	33.50	004-104-026	35.00
003-151-010	40.50	003-710-009	33.50	004-104-027	35.00
003-151-011	80.50	003-710-010	33.50	004-105-003	165.00
003-151-016	249.50	003-710-011	33.50	004-105-004	165.00
003-151-018	40.50	003-710-012	33.50	004-105-005	165.00
003-151-019	230.00	003-710-013	33.50	004-105-006	165.00
003-152-002	35.00	003-710-014	33.50	004-105-007	193.00
003-152-003	35.00	003-710-015	33.50	004-105-008	193.00
003-152-004	40.50	003-710-016	33.50	004-105-009	33.50
003-152-005	40.50	003-710-017	33.50	004-105-010	291.00
003-152-006	35.00	003-710-018	33.50	004-105-012	165.00
003-152-007	35.00	003-710-019	33.50	004-106-001	35.00
003-152-008	40.50	003-710-020	33.50	004-106-002	35.00
003-152-009	35.00	003-710-021	33.50	004-106-003	35.00
003-152-013	32.00	003-710-022	33.50	004-107-001	27.44
003-152-014	32.00	003-710-023	33.50	004-107-002	34.30
003-152-015	49.50	003-710-024	33.50	004-107-003	13.76
003-152-016	92.50	003-710-025	33.50	004-108-001	35.00
003-152-017	35.00	003-710-026	33.50	004-108-002	35.00
003-152-018	49.50	003-710-027	33.50	004-108-003	35.00
003-152-023	35.00	003-710-028	33.50	004-109-001	17.50
003-152-024	157.50	003-710-029	33.50	004-109-002	17.50
003-152-025	236.00	003-710-030	33.50	004-110-001	35.00
003-152-027	40.50	003-710-031	33.50	004-110-002	35.00
003-152-028	35.00	003-710-032	33.50	004-110-003	35.00
003-152-029	331.01	003-710-033	33.50	004-110-004	35.00
003-153-001	35.00	003-710-034	33.50	004-110-005	40.50
003-153-002	40.50	003-710-035	33.50	004-110-006	40.50
003-153-003	40.50	003-710-036	33.50	004-110-007	40.50
003-153-004	40.50	003-710-037	33.50	004-111-001	40.50
003-153-010	73.50	003-710-038	33.50	004-111-002	40.50

003-153-011	61.50	003-710-039	33.50	004-111-003	40.50
003-153-012	288.00	003-710-040	33.50	004-111-004	40.50
003-153-013	40.50	003-710-041	33.50	004-111-005	40.50
003-153-014	280.50	003-710-042	33.50	004-111-006	40.50
003-153-015	61.50	003-710-043	33.50	004-111-007	40.50
003-153-016	40.50	003-710-044	33.50	004-111-008	40.50
003-153-017	40.50	003-710-045	33.50	004-111-009	40.50
003-161-003	40.50	003-710-046	33.50	004-111-010	40.50
003-161-005	26.00	003-710-047	33.50	004-111-011	40.50
003-161-006	26.00	003-730-001	33.50	004-111-012	40.50
003-161-007	26.00	003-730-002	33.50	004-111-013	40.50
003-161-008	26.00	003-730-003	33.50	004-111-014	40.50
003-161-009	26.00	003-730-004	33.50	004-111-015	40.50
003-161-010	26.00	003-730-005	33.50	004-111-016	40.50
003-161-011	26.00	003-730-006	33.50	004-111-017	40.50
003-161-015	40.50	003-730-007	33.50	004-111-018	40.50
003-161-016	40.50	003-730-008	33.50	004-111-019	40.50
003-161-017	40.50	003-730-009	33.50	004-111-020	40.50
003-161-018	35.00	003-730-010	33.50	004-111-021	40.50
003-161-019	35.00	003-730-011	33.50	004-111-022	40.50
003-161-020	40.50	003-730-012	33.50	004-111-023	40.50
003-161-021	35.00	003-730-013	33.50	004-111-024	40.50
003-162-005	26.00	003-730-014	33.50	004-111-025	40.50
003-162-009	218.50	003-730-015	33.50	004-111-026	40.50
003-162-010	26.00	003-730-016	33.50	004-111-027	40.50
003-162-011	114.50	003-730-017	33.50	004-111-028	40.50
003-162-012	114.50	003-730-018	33.50	004-111-029	40.50
003-171-003	26.00	003-730-019	33.50	004-111-030	40.50
003-171-004	26.00	003-730-020	33.50	004-111-031	40.50
003-171-005	26.00	003-730-021	33.50	004-111-032	40.50
003-171-006	26.00	003-730-022	33.50	004-111-033	40.50
003-171-008	26.00	003-730-023	33.50	004-111-034	40.50
003-171-009	26.00	003-730-024	33.50	004-111-035	40.50
003-171-010	26.00	003-760-001	33.50	004-111-036	40.50
003-171-011	26.00	003-760-002	33.50	004-111-037	40.50
003-171-012	26.00	003-760-003	33.50	004-111-038	40.50
003-171-013	26.00	003-760-004	33.50	004-111-039	40.50
003-171-014	26.00	003-760-005	33.50	004-111-040	40.50
003-171-015	26.00	003-760-006	33.50	004-111-041	40.50
003-171-016	26.00	003-760-007	33.50	004-112-001	35.00
003-171-017	26.00	003-760-008	33.50	004-112-002	35.00
003-171-018	26.00	003-770-001	33.50	004-112-003	35.00
003-171-019	40.50	003-770-002	33.50	004-112-004	35.00
003-171-020	40.50	003-770-003	33.50	004-112-005	35.00
003-171-022	49.50	003-770-004	33.50	004-112-006	35.00
003-172-001	26.00	003-780-002	17.00	004-112-007	35.00
003-172-002	26.00	003-780-003	17.00	004-112-008	35.00
003-172-003	26.00	003-780-004	17.00	004-112-009	35.00
003-172-004	26.00	003-780-005	17.00	004-112-010	35.00
003-172-009	26.00	003-780-006	17.00	004-112-011	35.00
003-172-010	26.00	003-780-007	17.00	004-112-012	35.00
003-172-011	26.00	003-780-008	17.00	004-112-013	35.00
003-172-012	26.00	003-780-009	17.00	004-112-014	35.00
003-172-013	26.00	003-780-010	17.00	004-112-015	35.00
003-172-015	26.00	003-780-011	17.00	004-112-016	35.00

003-172-016	26.00	003-780-012	17.00	004-112-017	35.00
003-172-018	26.00	003-780-013	17.00	004-112-018	35.00
003-172-019	26.00	003-780-014	17.00	004-112-019	35.00
003-172-020	26.00	003-780-015	17.00	004-112-020	35.00
003-172-021	26.00	003-780-016	17.00	004-112-021	35.00
003-172-022	26.00	003-780-017	17.00	004-112-022	35.00
003-172-023	26.00	003-780-018	17.00	004-112-023	35.00
003-191-001	76.00	003-780-019	17.00	004-112-024	35.00
003-191-002	61.50	003-780-020	17.00	004-112-025	35.00
003-191-004	26.00	003-780-021	17.00	004-112-026	35.00
003-191-005	26.00	003-780-022	17.00	004-112-027	35.00
003-191-006	26.00	003-780-023	17.00	004-113-001	255.50
003-191-007	125.00	003-780-024	17.00	004-113-002	255.50
003-192-002	26.00	003-780-025	17.00	004-113-003	255.50
003-192-003	26.00	003-780-026	17.00	004-113-004	255.50
003-192-005	26.00	003-780-027	17.00	004-113-005	255.50
003-192-006	26.00	003-780-028	17.00	004-114-001	24.50
003-192-007	26.00	003-780-029	17.00	004-114-002	24.50
003-192-013	26.00	003-780-030	17.00	004-114-003	24.50
003-192-014	26.00	003-780-031	17.00	004-114-004	24.50
003-192-015	26.00	003-780-032	17.00	004-114-005	24.50
003-192-016	26.00	003-780-033	17.00	004-114-006	24.50
003-192-017	26.00	003-780-034	17.00	004-114-007	24.50
003-192-018	26.00	003-780-035	17.00	004-114-008	24.50
003-193-002	26.00	003-780-036	17.00	004-115-001	15.48
003-193-003	26.00	003-780-037	17.00	004-115-002	15.48
003-193-004	26.00	003-780-038	17.00	004-115-003	15.48
003-193-005	26.00	003-780-039	17.00	004-116-001	15.92
003-193-006	26.00	003-780-040	17.00	004-116-002	15.92
003-193-007	26.00	003-780-041	17.00	004-118-001	15.42
003-193-010	26.00	003-780-042	17.00	004-118-002	15.42
003-193-011	26.00	003-780-043	17.00	004-118-003	15.42
003-193-012	26.00	003-780-044	17.00	004-119-001	15.62
003-193-013	26.00	003-780-045	17.00	004-119-002	15.62
003-193-014	26.00	003-780-046	17.00	004-119-003	15.62
003-193-015	26.00	003-780-047	17.00	004-119-004	15.62
003-193-016	26.00	003-780-048	17.00	004-120-001	16.24
003-193-017	26.00	003-780-049	17.00	004-120-002	16.24
003-193-018	366.50	003-780-050	17.00	004-120-003	16.24
003-193-019	88.03	003-780-051	17.00	004-120-004	16.24
003-200-001	35.00	003-780-052	17.00	004-120-005	16.24
003-200-002	35.00	003-780-053	17.00	004-120-006	16.24
003-200-003	35.00	003-780-054	17.00	004-120-007	15.92
003-200-004	35.00	003-780-055	17.00	004-120-008	15.92
003-200-005	35.00	003-780-056	17.00	004-120-009	15.92
003-200-006	35.00	003-780-057	17.00	004-120-010	15.92
003-200-007	35.00	003-780-058	17.00	004-120-011	15.92
003-200-008	35.00	003-780-059	17.00	004-121-001	15.80
003-200-009	35.00	003-780-060	17.00	004-121-002	15.80
003-200-010	35.00	003-780-061	17.00	004-121-003	15.80
003-200-011	35.00	003-780-062	17.00	004-121-004	15.80
003-200-012	35.00	003-780-063	17.00	004-121-005	15.80
003-200-013	35.00	003-780-064	17.00	004-121-006	15.80
003-200-014	35.00	003-780-065	17.00	004-121-007	15.80
003-200-015	35.00	003-790-001	33.50	004-121-008	15.80

003-200-016	35.00	003-790-002	33.50	004-121-009	15.80
003-200-017	35.00	003-790-003	33.50	004-121-010	15.80
003-200-018	35.00	003-790-004	33.50	004-121-011	15.80
003-200-019	35.00	003-790-005	33.50	004-121-012	15.80
003-200-020	35.00	003-800-001	35.00	004-122-001	15.84
003-200-021	35.00	003-800-002	35.00	004-122-002	15.84
003-200-022	35.00	003-800-003	35.00	004-122-003	15.84
003-200-023	35.00	003-810-001	33.50	004-122-004	15.84
003-200-024	35.00	003-810-002	33.50	004-123-001	21.25
003-200-025	35.00	003-810-003	33.50	004-123-002	21.25
003-200-026	35.00	003-810-004	33.50	004-123-003	21.25
003-200-027	35.00	003-810-005	33.50	004-123-004	21.25
003-200-028	35.00	003-810-006	33.50	005-430-021	2,203.00
003-200-029	35.00	003-810-007	33.50	005-430-051	1,396.50
003-200-030	35.00	003-810-008	33.50	005-430-063	35.00
003-200-031	35.00	003-810-009	33.50	005-430-064	35.00
003-200-032	35.00	003-810-010	33.50	005-430-065	35.00
003-200-033	35.00	003-810-011	33.50	005-430-066	35.00
003-210-001	15.50	003-810-012	33.50		
003-210-002	36.00	003-810-013	33.50		
003-210-003	20.00	003-810-014	33.50		
003-210-004	39.00	003-810-015	33.50		
003-210-005	24.50	003-810-016	33.50		
003-210-006	52.50	003-810-017	33.50		
003-211-013	912.50	003-810-018	33.50		
003-212-011	24.50	003-810-019	33.50		
003-212-012	24.50	003-810-020	33.50		
003-212-013	24.50	003-810-021	33.50		
003-212-017	24.50	003-810-022	33.50		
003-212-018	24.50	003-810-023	33.50		
003-212-019	24.50	003-810-024	33.50		
003-212-021	24.50	003-810-025	33.50		
003-212-022	24.50	003-810-026	33.50		
003-212-023	61.50	003-810-027	33.50		
003-212-025	24.50	003-810-028	33.50		
003-212-026	24.50	003-810-029	33.50		
003-212-028	24.50	003-810-030	33.50		
003-212-029	24.50	003-810-031	33.50		
003-212-030	29.00	003-810-032	33.50		
003-212-032	17.00	003-810-033	33.50		
003-212-033	17.00	003-830-001	33.50		
003-212-034	17.00	003-830-002	33.50		
003-212-035	17.00	003-830-003	33.50		
003-212-036	17.00	003-830-004	33.50		
003-212-038	24.50	003-830-005	33.50		
003-212-039	24.50	003-830-006	33.50		
003-213-005	12.50	003-830-007	33.50		
003-213-006	24.50	003-830-008	33.50		
003-213-007	24.50	003-830-009	33.50		
003-213-008	24.50	003-830-010	33.50		
003-213-009	24.50	003-830-011	33.50		
003-213-010	24.50	003-830-012	33.50		
003-213-011	24.50	003-830-013	33.50		
003-230-019	35.00	003-830-014	33.50		
003-230-020	35.00	003-830-015	33.50		

003-230-021	35.00	003-830-016	33.50		
003-241-001	1,047.00	003-830-017	33.50		
003-242-002	49.50	003-830-018	33.50		
003-242-003	73.50	003-830-019	33.50		
003-242-007	24.50	003-830-020	33.50		
003-242-010	35.00	003-830-021	33.50		
003-242-011	40.50	003-830-022	33.50		
003-242-012	40.50	003-830-023	33.50		
003-242-013	40.50	003-830-024	33.50		
003-242-014	35.00	003-830-025	33.50		
003-242-015	35.00	003-830-026	33.50		
003-242-016	40.50	003-830-027	33.50		
003-830-029	33.50	003-830-028	33.50		
				3,943	**$199,190.62**

ATTACHMENT C

Resolution No. 6399

RESOLUTION NO. 6399

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA CONFIRMING THE REPORT OF THE CITY MANAGER CONFIRMING THE PLANS, ESTIMATE, DIAGRAM AND ASSESSMENT CONTAINED IN SAID REPORT; CONFIRMING THAT NO PROTESTS OR OBJECTIONS WERE FILED IN THE PROCEEDINGS UNDER RESOLUTION OF INTENTION NO. 6376 LEVYING THE ASSESSMENT FOR SERVICE NECESSARY AS SHOWN ON SAID DIAGRAM AND PLAN FOR A PERIOD OF ONE (1) YEAR, BEGINNING JULY 1, 2025, AND ENDING JUNE 30, 2026; ORDERING THE CITY CLERK OF SAID CITY TO TRANSMIT DIAGRAM AND ASSESSMENT TO THE COUNTY TAX COLLECTOR, AND EMPOWERING TAX COLLECTOR TO MAKE COLLECTION (FY 2025-26)

CARPINTERIA LIGHTING, LANDSCAPING AND RIGHT-OF-WAY IMPROVEMENT DISTRICT NO. 3

WHEREAS, the City Manager of the City of Carpinteria heretofore filed with this City Council a report in writing dated April 28, 2025, presenting certain matters relating to extending Lighting, Landscaping and Right-of-Way Improvement District No. 3, which report was approved by this City Council on April 28, 2025, by Resolution No. 6390; and

WHEREAS, by Resolution No. 6391, adopted April 28, 2025, this City Council declared its intention to order the furnishing of electric energy, servicing and maintenance of the street lights, landscaping and right-of-way in the City of Carpinteria, under and pursuant to the provisions of the Lighting and Landscaping Act of 1972, Part 2 of Division 15, Section 22500 et seq. regarding the Streets and Highways Code of the State of California; and

WHEREAS, by said Resolution No. 6391, adopted April 28, 2025, this City Council designated Tuesday, May 27, 2025, at the hour of 5:30 P.M. in the City Hall, at 5775 Carpinteria Avenue, Carpinteria, California, as the time and place for the hearing of protests and objections in relation to said improvement and assessment and notices of said hearing were duly posted and published, and affidavits of said posting and publication have been duly filed; and

WHEREAS, at the time and place fixed in said Resolution No. 6391, a hearing was duly held by this City Council at which no protests or objections were presented, and this City Council gave all persons present an opportunity to be heard in respect of any matter relating to the work or assessment proposed in said Resolution of Intention; and

WHEREAS, this City Council has taken evidence relating to whether public convenience and necessity require said work or improvement and also evidence relating to said proposed work, the boundaries of the proposed assessment district and the

benefits to the property to be included in the proposed assessment district, and is fully informed in the premises.

NOW, THEREFORE, BE IT RESOLVED as follows:

SECTION 1. That no protests or objections having been filed, the said City Council does hereby approve, confirm and adopt the said Report of the City Manager and the plans, estimate, diagram and assessment contained in said Report and attached as Exhibit 1.

SECTION 2. That each and all documents, resolutions and instruments herein before referred to in connection with the aforesaid proceedings are on file in the office of the City Clerk of the City of Carpinteria and are open to public inspection, and the same and each and all of them are expressly made a part hereof.

SECTION 3. That the City Council does hereby order the levying of an assessment for the furnishing of electric energy, servicing and maintenance of the street lights, landscape and right-of-way maintenance in the City of Carpinteria for the period July 1, 2025, to June 30, 2026, and does hereby fix and establish the period of time over which the proposed improvement shall extend as a period of one (1) year, beginning July 1, 2025, and ending June 30, 2026, of said improvement upon the respective several subdivisions of land in the assessment district described and referred to in said Resolution of Intention; and does hereby levy for the fiscal year, July 1, 2025 to June 30, 2026, the assessment shown in the assessment roll summary dated May 15, 2023, said amount being One Hundred Ninety Nine Thousand One Hundred Ninety Dollars and 62 Cents ($199,190.62).

SECTION 4. That the City Clerk is hereby ordered to transmit, or cause to be transmitted, to the County Auditor of Santa Barbara County, the said diagram and assessment roll upon which such levy is based; and the County Tax Collector of said County is hereby designated, requested, empowered, authorized, instructed and directed to make collection of all assessments as ordered by the City Council in said Assessment District and to perform the acts and duties as are required by law of and to be performed by the officer, employee or person so designated.

PASSED, APPROVED AND ADOPTED on May 27, 2025 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 May 27, 2025.

_____
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

Exhibit 1 to Resolution No. 6399

Carpinteria Lighting, Landscaping and Right-of-Way Improvement District No. 3 Report of the City Engineer Relative To the Continuation of Carpinteria Lighting, Landscaping and Right-of-Way Improvement District No. 3 Dated April 28, 2025

CITY OF CARPINTERIA
REPORT OF THE CITY ENGINEER
RELATIVE TO THE ASSESSMENT OF
CARPINTERIA LIGHTING, LANDSCAPING AND RIGHT-OF-WAY IMPROVEMENT DISTRICT NO. 3

April 28, 2025

1. INTRODUCTION

This report is prepared pursuant to Resolution No. 6376 as adopted by the City Council on March 24, 2025. The objective of the report is to describe the status of the District which provides funding for maintenance and improvements to the public right-of-way, including but not limited to maintenance and repair of curbs, gutters, sidewalks, street trees, and related activities. Further, the purpose is to provide a recommendation for assessments for the coming year which provides revenue to offset the costs involved in the district.

2. BACKGROUND

The Lighting, Landscaping and Right of Way Improvement District No. 3, hereinafter called District, was formed under the authority of the Landscaping and Lighting Act of 1972 in accordance with California Streets and Highways Code Section 22500 et al. The District was formed after lengthy study and hearings that were completed in June 1985.

Under the provisions of said authority, an annual report of the City Engineer must be presented and a hearing conducted on the proposed assessments for the upcoming fiscal year, Fiscal Year 2024-25. The assessment is not considered a tax in that the "benefit" is derived in accordance with the assessment, which varies from location to location depending upon the level of maintenance required in the public right-of-way adjacent to a parcel.

Effective with the adoption of the Fiscal Year 1992-1993 budget, assessments were increased $150,000 to finance the cost of park maintenance previously financed by the General Fund.

With the passage of Proposition 218 in Fiscal Year 1996-1997 park maintenance costs became ineligible for funding from this source and the $150,000 assessment for park maintenance was removed from the roll in Fiscal Year 1997-1998. In that same year, Carpinteria voters approved a Park Maintenance Tax that was accounted for in a separate Park Maintenance Fund to finance these activities.

3. FINANCIAL DATA/ASSESSMENT INFORMATION

The income stream to the District consists of a fixed dollar assessment on real property, interest, and transfers from other funds. Fund transfers, such as from the Gas Tax Fund, are permitted to offset expenses associated with District staff performing activities as a part of District implementation that qualify for payment through the Gas Tax Fund. Although the expenses of the District are subject to inflationary pressures, there is no corresponding provision for inflationary adjustments to the assessments. The current assessment amount may only be increased by submitting the issue to a vote of the City's electorate. Although District revenue is currently not sufficient to cover costs, revenue from other sources ($184,050) such as general fund and Measure A are proposed for use to fully fund the District. See Exhibit 2.

4. DISTRICT BOUNDARIES

Exhibit 1 is a map of the District boundary. The District boundary is coterminous with the City boundary with the exception of that portion located off-shore. Public and other exempt properties are not assessed by the District.

5. ANNEXATIONS

There were no annexations to either the City or the District during the past fiscal year.

6. RECOMMENDATION

It is recommended that the City Council adopt Resolution Nos. 6310 and 6311, thereby acting to accept and file the mandatory annual report of the City Engineer and set the matter of the continuation of Lighting, Landscaping, Right of Way Improvement District No. 3 for Fiscal Year 2024-25 for public hearing at the regular City Council meeting of May 28, 2024.

By:

John L. Ilasin, P.E.
Public Works Director/City Engineer
Public Works Department
City of Carpinteria

Exhibit 1
Map of District Boundary


City of Carpinteria
Lighting, Landscaping and Right of
Way Improvements District No. 3
While reasonable efforts have been made to create
an accurate map, the City cannot ensure its accuracy.

Exhibit 2
State of Fund Transactions and Financial Condition for the District

LIGHTING, LANDSCAPING AND RIGHT OF WAY IMPROVEMENT DISTRICT NUMBER 3
STATEMENT OF FUND TRANSACTIONS AND FINANCIAL CONDITION

FUND 209

RIGHT OF WAY FUND	**ACTUAL 2020-21**	**ACTUAL 2021-22**	**ACTUAL 2022-23**	**ACTUAL 2023-24**	**BUDGET 2024-25**	**Projected 2025-26**
A. SUMMARY OF FUND TRANSACTIONS:						
Fund Balance; July 1	$ (1,665)	$ (12,572)	$ (12,572)	$ (12,572)	$ (12,572)	$ (12,572)
Fiscal Year Revenues	224,586	317,368	297,122	368,843	410,750	410,750
Fiscal Year Expenditures	235,493	317,368	297,122	368,843	410,750	410,750
Fund Balance; June 30	$ (12,572)	$ (12,572)	$ (12,572)	$ (12,572)	$ (12,572)	$ (12,572)
Revenue Over/(Under) Expense	$ (10,907)	$ -	$ -	$ -	$ -	$ -
B. BALANCE SHEET, JUNE 30						
ASSETS:						
Cash in Savings	$ -	$ -	$ -	$ -	$ -	$ -
Accounts Receivable	-	-	-	-	-	-
Total Assets	-	-	-	-	-	-
LIABILITIES AND FUND BALANCE:						
Accounts Payable	-	-	-	-	-	-
Fund Balance	-	-	-	-	-	-
Total Liabilities & Fund Balance	$ -	$ -	$ -	$ -	$ -	$ -
C. FISCAL YEAR REVENUE DETAIL:						
District #3 Assessment	$ 194,285	$ 198,186	$ 193,000	$ 201,162	$ 198,400	$ 198,400
Penalties and Interest	628	(423)	100	358	1,300	1,300
Miscellaneous Revenue	-	2,500	2,500	14,509	6,200	6,200
Transfer from Other Funds	29,673	117,104	101,522	152,814	204,850	204,850
Total Revenues	$ 224,586	$ 317,368	$ 297,122	$ 368,843	$ 410,750	$ 410,750
D. FISCAL YEAR EXPENDITURE DETAIL:						
Personnel Expense	$ 112,784	$ 127,391	$ 121,500	$ 141,326	$ 126,450	$ 126,450
Right-Of-Way Maintenance (Contract)	61,733	90,742	74,250	134,116	154,400	154,400
Street Tree Maintenance (Contract)	-	-	-	-	-	-
Supplies and Materials	15,205	34,890	21,500	38,099	61,500	61,500
Vehicle Operations	-	-	-	-	-	-
Other Contract Services	930	5,918	21,000	1,086	5,000	5,000
Utilities	44,841	46,269	46,300	54,216	63,400	63,400
Total Operating Expense	235,493	305,210	284,550	368,843	410,750	410,750
Transfers Out	-	12,158	12,572	-	-	-
Capital Improvements	-	-	-	-	-	-
Total Capital Outlay Expense	-	-	-	-	-	-
Total Expenditures	$ 235,493	$ 317,368	$ 297,122	$ 368,843	$ 410,750	$ 410,750

Agenda Section: Public Hearing
Agenda Item No.: 13
Council Meeting Date: May 27, 2025

City of Carpinteria

COUNCIL AGENDA STAFF REPORT

ITEM FOR COUNCIL CONSIDERATION

Resolution No. 6400, concerning the continuation of Parking and Business Improvement Area Assessment District No. 4 for Fiscal Year 2025-26.

STAFF RECOMMENDATION

Adopt Resolution No. 6400, concerning the continuation of the Parking and Business Improvement Area Assessment District No. 4 including establishing the annual general business assessment amount of $126.45 for Fiscal Year 2025-26.

Sample Motion: I move to adopt Resolution No. 6400, as read by title only.

BACKGROUND

The Parking and Business Improvement Area Assessment District No. 4 (District) was formed in September 1986 with the adoption of City Ordinance No. 393, pursuant to the California Parking and Business Improvement Area Law of 1979. The District was formed to enhance a specific area and increase customer/tourist appeal. Historically, this is accomplished through parking improvements, advertising/promotions, and increased public services like restroom and sidewalk cleanings.

In 1989, the State of California repealed the Parking and Business Improvement Area Law of 1979 and enacted the Parking and Business Improvement Area Law of 1989 (California Streets and Highways Code Section 36500 et seq.). This new law was the impetus for the adoption of Resolution No. 1882 in in 1990, which appointed a five-member Downtown "T" Business Advisory Board (DTBAB), which was formerly the Parking and Business Improvement Advisory Board (PBIAB), to advise the City Council regarding the level of assessments, expenditure of revenues from the assessments, and to provide an Annual Report outlining certain activities within the District for the upcoming fiscal year. In 2019, the City Council restructured the DTBAB from a five-member to a seven-member body with three alternate members.

The DTBAB prepared an Annual Report and made recommendations on assessment levels, budget, and related topics. The Annual Report includes the recommendations of the DTBAB and is a part of Exhibit 1 to Resolution No. 6400, as shown as Attachment A.

On March 24, 2025, the City Council adopted Resolution No. 6377, ordering a report on the status and projections of the District for Fiscal Year 2025-26. On April 28, 2025, the City Council adopted Resolution Nos. 6392 and 6393, as provided in Attachment B, accepting the Annual Report and budget and scheduling a public hearing for May 27, 2025, in order to consider continuation of the District for Fiscal Year 2025-26.

The District assessment includes the following fees:

General Assessment Fees: Apply to all businesses within the district. These fees are used for promotion, maintenance, and revitalization activities within the District.

Special Parking Assessment Fees: Apply only to selected businesses and are based on parking shortfalls as specified by City Zoning Code and a benefit ratio. The benefit ratio is based on a business's proximity to the location of a specific parking improvement and is used for acquisition, construction, and maintenance of those specific sub area parking improvements. The City has three publicly owned parking lots that are improved through special assessments. The remaining special parking assessment (Parking Lot #3) has been paid off and there are no active special parking assessments for Fiscal Year 2025-26.

> Parking Lot #1 (Located on 9th Street between Yucca Lane and Elm Street)
> The funding program for this parking lot, which was financed through the sale of serial bonds, was paid off in 1988 by means of property assessments on the individual property owners. In Fiscal Year 1996-97, these fees were levied on businesses adjacent to Parking Lot #1 to reimburse the City for half of the costs incurred for resurfacing of the parking lot. Final payments on this assessment were completed in June 2006.
>
> Parking Lot #2 (Located on Cactus Lane)
> The funding program for Parking Lot #2 was established in Fiscal Year 1987-88. SB 959 Grant monies were used to fund a portion of the cost and funding of the balance was shared equally by the City and the businesses located in the area of benefit. The business share of the assessment was paid off in June 1997.
>
> Parking Lot #3 (Located at the Amtrak Station on Linden Ave. and Fifth Street)
> Parking Lot #3 was completed in Fiscal Year 1989-90. SB 959 Grant monies were used on this project and, since this lot was intended to benefit both the downtown and the beach area, a portion of the cost was funded through the Tidelands Trust Fund as well as the City's General Fund. Businesses located in the proximity of Parking Lot #3 (also known as Sub Area "B") were paying an assessment of $51.00 per parking space shortfall. This debt was paid off in 2018.

Following deliberation by the Downtown T Business Advisory Board at the April 3rd, 2025 meeting, a motion was made, and upon vote, carried unanimously, to increase the current annual assessment of $122.65 in accordance with the March-to-March Consumer Price Index (CPI) for Urban Wage Earners and Clerical Workers for Los Angeles-Long Beach-

Anaheim, CA. The Board found the increase necessary to ensure promotion efforts would not be impacted by rising cost. The March-to-March CPI, published on April 10, 2025, shows a 3.1% increase, as such, would increase the annual assessment by $3.80, for a total annual assessment fee of $126.45 in fiscal year 2025-26. The Special Parking Assessment Fees, which apply only to selected businesses, are currently not active.

The purpose of this agenda item is to open the public hearing; receive any testimony and/or protests concerning the continuation of the District; close the public hearing; and adopt Resolution No. 6400, concerning the continuation of the District including establishing the annual general business assessment amount of $126.45 for Fiscal Year 2025-26.

DISCUSSION

Table 1 below shows the adopted general assessment (without the inflationary index) and the general assessment (with the inflationary index) and their corresponding revenues for the current, last, and proposed fiscal years. The table also shows the difference between revenue with the inflationary index and without.

Table 1: Adopted General Assessment with and without inflationary index

	Without Inflationary Index			With Inflationary Index		
Fiscal Year	Adopted General Assessment Fee	Revenue	CPI %	General Assessment Fee	Revenue	Difference
2014-15	$119.00	$15,589.00	0.99%	$120.17	$15,742.00	$153.00
2015-16	$119.25	$14,072.00	0.21%	$119.50	$14,101.00	$29.00
2016-17	$119.25	$15,503.00	1.34%	$120.84	$15,709.00	$206.00
2017-18	$119.25	$15,145.00	2.42%	$122.14	$15,512.00	$367.00
2018-19	$119.25	$15,145.00	3.89%	$123.88	$15,733.00	$588.00
2019-20	$119.25	$14,429.00	2.68%	$122.45	$14,816.00	$387.00
2020-21	$119.25	$15,145.00	2.18%	$121.85	$15,597.00	$452.00
2021-22	$119.25	$15,026.00	2.67%	$122.44	$15,427.00	$401.00
2022-23	$119.25	$15,264.00	8.67%	$129.59	$16,587.00	$1,323.00
2023-24	$122.64	$14,549.00	2.84%	$126.12	$14,962.00	$413.00
2024-25	$122.64	$14,549.00	4.00%	$127.55	$16,198.29	$1,649.29
2025-26	$122.64	$15,575.28	3.10%	$126.44	$16,058.11	$482.83
Note:	The above revenue are dependent on the number of open businesses in the District which pay the General Assessment Fee, except for FY 2020-21 and FY 2021-22, where General Assessment Fees were suspended.					

The proposed expenses/revenues for Fiscal Year 2025-26 and the beginning/ending fund balance for the Parking and Business Improvement Area Fund is shown in Exhibit 1 to Resolution No. 6400.

POLICY CONSISTENCY

The process for continuation of the District is consistent with the requirements laid out in Chapters 3 and 4 of the Parking and Business Improvement Area Law of 1989.

FINANCIAL CONSIDERATIONS

Total revenue from the District is projected to be approximately $16,000 for Fiscal Year 2025-26.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

A notice of this hearing was published on May 15, 2025, in the Coastal View News, posted at City Hall, and mailed to the required mailing list of agencies and interested persons.

OPTIONS

1. Adopt Resolution No. 6400, concerning the continuation of the Parking and Business Improvement Area Assessment District No. 4 including establishing the annual general business assessment amount of $126.45 for Fiscal Year 2025-26. (Staff Recommendation).
2. The City Council could choose not to continue the Parking and Business Improvement Area Assessment District No. 4; however, the City cannot legally collect the assessments.

PRINCIPAL PARTIES EXPECTED AT MEETING

There are no principal parties expected at the meeting.

ATTACHMENTS

Attachment A: Resolution No. 6400
Attachment B: Resolution Nos. 6392 and 6393

Staff contact:
Stephon Downes, Management Analyst
(805) 755-4446; stephond@carpinteriaca.gov

Signature

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

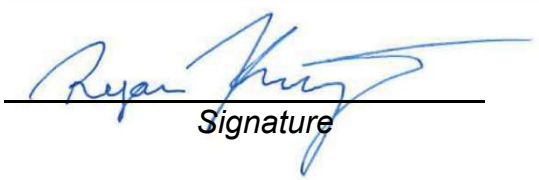
Signature

Reviewed by:
Licette Maldonado, Administrative Services Director

(805) 755-4448; licettem@carpinteriaca.gov

Signature

Reviewed by:
Ryan Kintz, Assistant City Manager
(805) 755-4450; ryank@carpinteriaca.gov



Signature

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



Signature

ATTACHMENT A

Resolution No. 6400

RESOLUTION NO. 6400

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA CONTINUING THE CARPINTERIA PARKING AND BUSINESS IMPROVEMENT AREA DISTRICT NO. 4 FOR FISCAL YEAR 2025-26 AND IMPOSING CERTAIN ASSESSMENTS THEREIN PURSUANT TO THE CALIFORNIA PARKING AND BUSINESS IMPROVEMENT AREA LAW OF 1989

WHEREAS, the Downtown "T" Business Advisory Board of the City of Carpinteria heretofore filed with this City Council a Report in writing dated April 28, 2025, presenting certain matters relating to imposing and modifying assessments for and continuing the Carpinteria Parking and Business Improvement Area District No. 4, which Report was approved by this City Council on April 28, 2025, by Resolution No. 6392; and

WHEREAS, by Resolution 6393, adopted April 28, 2025, and by subsequent action, this City Council designated Tuesday, May 27, 2025 at the hour of 5:30 P.M. in the City Hall, at 5775 Carpinteria Avenue, Carpinteria, California, as the time and place for the public hearing of protests and objections in relation to said assessments and notices of said hearing were duly posted and published, and affidavits of said posting and publication have been duly filed; and

WHEREAS, at the time and place published in accordance with State law, a hearing was duly held by this City Council at which time no substantial protests or objections were presented, and this City Council gave all persons present an opportunity to be heard in respect of any matter relating to the work or assessment proposed in said Resolution of Intention; and

WHEREAS, this City Council has taken evidence relating to whether public convenience and necessity require said work or improvement and also evidence relating to said proposed work, the boundaries of the proposed assessment district and sub-areas thereof and the benefits to the property to be included in the proposed assessment district and sub-areas thereof, and is fully informed in the premises; and

NOW, THEREFORE, BE IT RESOLVED as follows:

SECTION 1. That none or an insufficient number of protests or objections having been filed, and the City Council does hereby approve, confirm and adopt the Report of the Downtown "T" Business Advisory Board, dated April 28, 2025, and the plans, estimate, diagram and assessment contained in said Report and attached in Exhibit 1.

SECTION 2. That each and all documents, resolutions and instruments herein before referred to in connection with aforesaid proceedings are on file in the office of the City Clerk of the City of Carpinteria and are open to public inspection, and the same and each and all of them are expressly made a part hereof.

SECTION 3. That the boundaries of the Parking and Business Improvement Area District No. 4 be unchanged from FY 1997-98.

SECTION 4. That the General Business Assessment, applicable to all businesses within the Improvement Area District No. 4, is to be adjusted by the Consumer Price Index for Urban Wage Earners and Clerical Workers for Los Angeles-Long Beach-Anaheim, CA based on the March-to-March increase evaluation (+3.1%) for a rate of $126.45 for FY 2025-26.

SECTION 5. The debt for the creation of Parking Lot No. 3 has been paid off and there will be no parking assessments within Sub-Area "B" assessed per business.

SECTION 6. That based on previous official and unofficial studies including the Advisory Board's report dated April 28, 2024, relating to the City's Downtown Business Area and need for parking, general improvements and for economic growth and stability, as well as staff reports and public testimony presented in connection with the proposal to continue Carpinteria Parking and Business Improvement Area District No. 4, in the opinion of the City Council, businesses lying within the Parking and Business Improvement Area District No. 4 will be benefited by the expenditure of the funds raised by the assessment proposed to be levied. The assessment as adopted will not impair the ability of the District to meet contractual obligations to operate physical improvements.

SECTION 7. That the City Council does hereby order the continued levying of assessment as reflected in the attached Exhibit 1, for the Carpinteria Parking and Business Improvement Area District No. 4, for fiscal year 2025-26.

PASSED, APPROVED AND ADOPTED this 27th day of May 2025, by the following called vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

_____
Mayor, City of Carpinteria

ATTEST:

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

I hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of the City of Carpinteria held the 27th day of May 2025.

_____
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

Exhibit 1 to Resolution No. 6400

FY 2025-26 DTBAB Annual Report & Budget

City of Carpinteria
Downtown "T" Business Advisory Board

ANNUAL REPORT RELATIVE TO ASSESSMENT DISTRICT NO.4
Submitted April 28, 2025

BOARD RESPONSIBILITIES

In compliance with local and State regulations, the Downtown "T" Business Advisory Board (DTBAB) is responsible for providing an operational and financial mechanism to acquire, construct, and maintain off-street public parking facilities. Additionally, the Board makes recommendations to the City Council for general promotion of business activities, economic growth and stability in the District, and general maintenance issues within the Downtown "T". The Board has a duty to prepare and present an Annual Report to the City Council that addresses all matters relating to the Assessment District, including the methods and basis of levying the assessments and recommendations on use of funds collected by the District. Prior to preparing this report the Board reviewed the status of delinquent assessment fees and changes that have taken place on the assessment roll during the past year.

BACKGROUND

California State Law and Streets and Highways Code Sections 36500-36504 prescribe the process for levying assessments and establish guidelines for the appointment of an Advisory Board to make recommendations on assessments and use of funds collected by the Assessment District. The Downtown "T" Business Advisory Board was created in 1990 pursuant to the California Parking and Business Improvement Area Law of 1989 and was composed of five members (three assessment paying members and two at-large members). On June 24, 2019 the City Council restructured the Downtown "T" Business Advisory Board to seven members (four assessment paying members and three at-large members), as well as three alternate members. The members are appointed by the Mayor, subject to the advice and consent of the City Council. They serve at the pleasure of the City Council without pay. Four of the members must represent businesses paying assessment fees in Assessment District No. 4. The remaining three members, while preferably business-related and representative of the Assessment District, may be any qualified persons as determined by the Council. In addition, to the seven members, the City Council also created three alternate assessment-paying members to assist in obtaining a quorum.

ASSESSMENT DISTRICT NO. 4

Advisory Board
The Downtown "T" Business Advisory Board meets at City Hall at 8:30 a.m. on the first Thursday of every month. Meetings are conducted in accordance with the Brown Act and are open to the public.

Current Board members:

Mary Beth Radley	Assessment Paying Mbr. (Homestead Antiques & Trading
Kevin Murphy	Co.) Assessment Paying Member (Murphy's Vinyl Shack)
Andre Jackson (Chair)	Assessment Paying Member (Corktree Cellars)
Kristina Calkins (Vice)	Assessment Paying Member (Carpinteria Arts Center)
Lorraine McIntire	At-Large Member
Kathy Quigley	At-Large Member
Michelle Carlen	At-Large Member
Vacant	Alternate Boardmember
Vacant	Alternate Boardmember
Vacant	Alternate Boardmember

District Boundaries

The boundaries of Carpinteria Assessment District No. 4 include the areas adjacent to Linden Avenue from the railroad to Carpinteria Avenue and from Holly Avenue to Palm Avenue. All businesses located within the boundary of the Carpinteria Parking and Business Improvement Area District No. 4 are subject to a general business improvement assessment as set by City Ordinance and, where applicable, a special parking benefit assessment fee based on parking requirements as outlined in the City's zoning ordinance. The District Boundaries can be found following this report.

PARKING ASSESSMENT

Businesses within the boundaries of the Assessment District are subject to a special parking benefit assessment fee, which is used to reimburse the City's General Fund for the costs associated with the City's three parking lots. By City Ordinance No. 393, the funds derived from this assessment must be used exclusively for the purpose of acquisition, construction, and maintenance of off-street parking.

The criteria used for establishing parking assessments is based on the parking requirement per the zoning ordinance, less any on-site parking provided by the business, adjusted to reflect the benefit derived from the parking lot based on distance and accessibility to the parking lot.

- **Parking Lot # 1** (Located on 9th Street between Yucca Lane and Elm Street)
  The funding program for this parking lot, which was financed through the sale of serial bonds, was paid off in 1988 by means of property assessments on the individual property owners. In FY 1996-97 an assessment fee was levied on businesses adjacent to Parking Lot #1 to reimburse the City for costs incurred for resurfacing of the parking lot. Final payments on this assessment were completed in June, 2006.

- **Parking Lot #2** (Located on Cactus Lane)
  The funding program for Parking Lot #2 was established in FY 1987-88. SB 959 Grant monies were used to fund a portion of the cost and funding of the balance was shared equally by the City and the businesses located in the area of benefit. The business share of the assessment was paid off in June, 1997.

- **Parking Lot #3** (Located at the Amtrak Station on Linden Ave. and Fifth Street)
  Parking Lot #3 was completed in FY 1989-90. SB 959 Grant monies were used on this project and, since this lot was intended to benefit both the downtown and the beach area, a portion of the cost was funded through the Tidelands Trust Fund as well as the City's General Fund. Businesses located in the proximity of Parking Lot #3 were assessed for the construction of the parking lot. This assessment was paid off in 2018.

Board Recommendation:

The Downtown "T" Business Advisory Board recommends the following to the City Council:

Parking Lot # 1, Parking Lot #2, and Parking Lot #3
Parking Lots #1, #2, and #3 are paid off. No action taken by Board.

GENERAL BUSINESS ASSESSMENT

All businesses located within the boundaries of District No. 4 are required to pay a general business assessment fee.

As outlined by City Ordinance No. 393, funds derived from the general business improvement assessment are restricted funds and must be used exclusively for the benefit of general business revitalization, promotion and improvement within the boundaries of the Parking and Business Improvement Assessment District No.4.

The General Business Assessment fee for all businesses located within the Parking and Business Improvement Area District No. 4 had not been increased since 1991 when City Resolution No. 1998 increased the assessment from the Fifty Dollars ($50.00) set by Ordinance in 1988, to One Hundred Dollars ($100.00) per business per year. On June 27, 2011, the annual general assessment was increased to One Hundred Fifteen Dollars ($115.00) per business per year, including an annual inflationary adjustment with a maximum increase of 3% annually. In 2012, the general assessment fee was adjusted to $117.00 and in 2013 was $119.00 following the inflationary adjustments. For Fiscal Years 2020-21 and 2021-22, the Board suspended the general assessment to support Downtown "T" businesses during the COVID-19 pandemic and in Fiscal Year 2022-23, the Board reinstated the $119.25 per business general assessment. In Fiscal Year 2023-24, the Board approved a 2.84% increase, raising the annual fee to $122.65. In Fiscal Year 2024-25, the Board declined to make a recommendation for an assessment Increase. However, for Fiscal Year 2025-26, the Board passed a motion to recommend an increase to the assessment in accordance with the annual inflationary index. The annual inflationary index for this assessment is the Consumer Price Index for Urban Wage Earners and Clerical Workers for Los Angeles-Long Beach-Anaheim, CA. The calculation is based on a March to March increase evaluation. The March-to-March CPI, published on April 10, 2025, shows a 3.1% increase, as such, would increase the annual assessment by $3.80, for a total annual assessment fee of $126.45 in Fiscal Year 2025-26

Board Recommendation:

The Downtown “T” Business Advisory Board recommends the following to the City Council:

> Increase the current annual assessment of $122.65 to $126.45 for Fiscal Year 2025-26 in accordance with the March-to-March Consumer Price Index (CPI) for Urban Wage Earners and Clerical Workers for Los Angeles-Long Beach-Anaheim, CA, published on April 10, 2025, of 3.1%.

FUNDING OF DTBAB EVENTS AND ACTIVITIES

With the adoption of a City Marketing Plan in 1993, the City Council authorized the PBIA Board to fund events and activities in the Downtown "T" with monies derived from the annual General Business Assessment fees. The use of the restricted business assessment fees as the primary funding source changed the scope of the 1993 City Marketing Plan, at least geographically, from focus on a "Community-wide" plan to a Downtown "T" plan.

The Downtown “T” Business Advisory Board budget allocates the fees for planning and promotion of events held in the Downtown "T", as well as cooperative advertising programs, preparation and distribution of a courtesy map listing merchants in the Downtown "T", maintenance and replacement of the existing flag (banner) systems, a signage program, and many other maintenance/improvement activities.

It should be noted that the Project Carpinteria Committee, which was formed under the Marketing Plan and made up of PBIAAB members and representatives of the Carpinteria Valley Chamber of Commerce, has been dissolved and is no longer an active Committee under the Downtown “T” Business Advisory Board.

In October, 2007 the City Council approved the formation of a more inclusive community committee, separating it from the PBIAAB. Funding for the new "Carpinteria First" Committee was provided by the General Fund, with the expectation that the Committee would focus on events and activities that benefit the entire community. The Carpinteria First Committee was dissolved in 2019.

The Downtown “T” Business Advisory Board continues to have the responsibility and duty to oversee the Assessment District parking and business assessment fees in compliance with State regulations, including the responsibility to promote and encourage the economic growth and stability of the district. The Board also continues to plan and promote activities and events in the Downtown "T".

The DTBAB reviewed the proposed 2025-26 budget prepared by City staff. The balanced budget included various promotional, marketing, maintenance, improvements and special events that highlight the Downtown “T”. In adopting the budget, the DTBAB recommends

that the budget be reviewed during the next fiscal year to explore ways to reduce the costs of the special events and parades while increasing the funds allocated to promotions and marketing.

PROPOSALS

The Downtown "T" Business Advisory Board recommends the following proposals to the City Council:

1. Although there are occasional delinquencies in the payment of general business assessment fees, delinquent merchants continue to receive the benefits funded by the business assessment fees. The Downtown "T" Business Advisory Board urges the City Council include the General Business Assessment fee in the Business License process and that renewal of said license be contingent on compliance with and payment of the General Business Assessment fee for applicable businesses.
2. Unpaid balances from an individual merchant continue to *not* be forgiven, but the balance due be carried forward and added to assessments billed to that business in the next fiscal year. Those merchants currently delinquent will be sent out a delinquent notice and letter.
3. If new businesses open within the district after the annual billing cycle, the Board recommends that a first-year waiver of the assessment fee *not* be granted. Instead, businesses should be billed on a prorated basis.

PRESENTATION OF REPORT

It is recommended that the City Council accept this report and continue the existing Parking and Business Improvement Area District No. 4 for Fiscal Year 2025-2026, including the various proposals and recommendations associated therewith as presented or with modification.

SUBMITTED April 28, 2025 by:

Stephon L. Downes, Management Analyst and Staff Liaison to the Downtown "T" Business Advisory Board

CITY OF CARPINTERIA
Assessment District No. 4
Parking and Business Improvement Area Fund 210
General Business Assessment Budget
FY 2025-2026

Estimated Fund Balance on 7/1/25	**$**	**24,198.00**
General Assessment	**$**	**126.45**
Estimated General Assessment Revenue 2024-2025	**$**	**16,000.00**
Estimated Parking Lot Assessment Revenue 2024-2025	**$**	**-**
Total Estimated Revenue	**$**	**16,000.00**
Budgeted Expenditures	**$**	**16,000.00**

Estimated General Fund Subsidy to Cover Parking Lot #3 Debt

Item Description		FY 25/26 Proposed Budget
Employee Salaries		
Portion of Annual Salary Attributed to DTBAB		$ -
Staff Liaison Work		
SUB TOTAL		$ -
Contract Services (210-161-5301)		
Laundering Banners		$ 600.00
PBIA Portion of Independence Day Parade		$ 1,850.00
PBIA Portion of Holiday Spirit Parade		$ 1,850.00
Downtown Community Sponsorships		$ 7,900.00
SUB TOTAL		$ 12,200.00
Printing & Advertising (210-161-5500)		
Advertisements (Halloween & DTBAB Mtgs.)		$ 800.00
Downtown T Map Printing		$ 700.00
SUB TOTAL		$ 800.00
Dues & Subscriptions (210-161-5510)		
BMI/ASCAP Musical Licensing		$ 1,550.00
SUB TOTAL		$ 1,550.00
Equipment/Office Rent & Leases (210-161-5536)		
Downtown "T" Washing Stations		$ -
SUB TOTAL		$ -
Supplies & Materials (210-161-5560)		
Banner Setup/Hardware		$ 530.00
Halloween Candy		$ 220.00
SUB TOTAL		$ 750.00
Street Maintenance (210-431-5302)		
Downtown "T" Trash Can Steam Cleaning		$ -
SUB TOTAL		$ -
Transfers In / (Transfers Out)		
Transfers In		
(Transfers Out)		
SUB TOTAL		$ -
GRAND TOTAL OF EXPENSES		**$ 16,000.00**
Projected Fund Balance (as of 6/30/25)		**$ 24,198.00**

ATTACHMENT B

Resolution Nos. 6392 and 6393

RESOLUTION NO. 6392

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA ACCEPTING AND ORDERING THE FILING OF THE REPORT MADE PURSUANT TO THE REQUIREMENTS OF RESOLUTION NO. 6392 OF SAID COUNCIL PARKING AND BUSINESS IMPROVEMENT AREA DISTRICT NO. 4 (FY 2025-26)

WHEREAS, the City Council of the City of Carpinteria, California, did in Resolution No. 6377, adopted March 24, 2025, pursuant to the provisions of Chapters 3 and 4 "Parking and Business Improvement Area Law of 1989" of the State of California (Part 6 of Division 18 Section 36530 et seq. of the Streets and Highways Code of said State), require the Downtown "T" Business Advisory Board to make and file with the Clerk of the City Council a report in writing, presenting certain matters relating to the proposed acquisition, construction or maintenance of parking facilities for the benefit of the area; decoration of any public place in the area; promotion of public events which are to take place on or in public places in the area; furnishing music in any public place in the area; and general promotion of business activities in the area as contemplated under the provisions of said "Parking and Business Improvement Area Law of 1989"; and

WHEREAS, said Downtown "T" Business Advisory Board, pursuant to the requirements of said City Council as expressed in said Resolution and of said law, did make and on the 28th day of April, 2025, file in the office of the City Clerk (who is ex-officio Clerk of the City Council) of said City, the report in writing responsive to the requirements of said Resolution and as contemplated under the provisions of said "Parking and Business Improvement Area Law of 1989"; and

WHEREAS, said City Clerk has presented the said report to the City Council of said City, and said Council has proceeded to carefully examine, inspect and consider the said report and is satisfied with said report and with each and all of the items therein set forth;

NOW, THEREFORE, BE IT RESOLVED as follows:

SECTION 1. That the report of the Downtown "T" Business Advisory Board of the City of Carpinteria, California, bearing date of the 28th of April, 2025, which said report was prepared and filed pursuant to the requirements of the provisions of Resolution No. 6377 of the City Council of said City and in conformity with the provisions of the "Parking and Business Improvement Area Law of 1989," of the State of California, (Part 6 of Division 18 of the Streets and Highways Code of said State), and which said report was filed in the office of the City Clerk of the City of Carpinteria, California, on the 28th day of April, 2025, be and the same is hereby approved as so prepared, presented and filed.

SECTION 2. That the City Clerk shall certify to the passage and adoption of this resolution; shall cause the same to be entered among the original resolutions of the City

Council of said City and shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council of said City in the minutes of the meeting at which the same is passed and adopted.

PASSED, APPROVED AND ADOPTED this 28th day of April, 2025 by the following called vote:

AYES:	COUNCIL MEMBER:	Clark, Mayer, Nomura, Solorzano, Alarcon
NOES:	COUNCIL MEMBER:	None
ABSENT:	COUNCIL MEMBER:	None
ABSTAIN:	COUNCILMEMBER:	None

Mayor, City of Carpinteria

ATTEST:

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

I hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of the City of Carpinteria held the 28th day of April, 2025.

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

RESOLUTION NO. 6393

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA DECLARING ITS INTENTION TO ORDER THE CONTINUATION OF AN ASSESSMENT DISTRICT AND COLLECT ASSESSMENTS PURSUANT TO THE PARKING AND BUSINESS IMPROVEMENT AREA LAW OF 1989 FOR PURPOSES OF ACQUISITION, CONSTRUCTION OR MAINTENANCE OF PARKING FACILITIES AND GENERAL PROMOTION OF BUSINESS ACTIVITIES IN THE AREA DESCRIBED AS SHOWN ON THE PLAN AND DIAGRAM FOR THE FISCAL YEAR COMMENCING JULY 1, 2025 AND ENDING JUNE 30, 2026; AND APPOINTING A TIME AND PLACE FOR HEARING PROTESTS IN RELATION THERETO -- CARPINTERIA PARKING AND BUSINESS IMPROVEMENT AREA DISTRICT NO. 4 (FY 2025-26)

THE CITY COUNCIL OF THE CITY OF CARPINTERIA, CALIFORNIA, DOES HEREBY RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That the public interest and convenience require, and that it is the intention of the City Council of the City of Carpinteria, California, to order the continuation of an assessment district known as the Carpinteria Parking and Business Improvement Area District No. 4 and to levy and collect assessments pursuant to the Parking and Business Improvement Area Law of 1989 (Streets and Highways Code 36500 et seq.) and to order the acquisition, construction and maintenance of parking facilities as well as to undertake such other activities for the purpose of the general promotion of business activities within the District as described herein, shown on the diagram and plan for the Carpinteria Parking and Business Improvement Area District No. 4, all as on file in the office of the City Clerk, for the fiscal year beginning July 1, 2025.

SECTION 2. The following summarizes the proposed boundaries, assessments and programs for Fiscal Year 2025-26 for Improvement Area District No. 4:

1. The boundaries of the Parking and Business Improvement Area District No. 4 are proposed to be unchanged from FY 1997-98.

2. The General Business Assessment, applicable to all businesses within the Improvement Area District No. 4, is proposed not to be adjusted by the Consumer Price Index for Urban Wage Earners and Clerical Workers for Los Angeles-Riverside-Orange County, CA based on the March to March increase evaluation of 4% and remain $122.64.

3. The debt for the creation of Parking Lot #3 has been paid off and there will be no parking assessments within Sub-Area "B" assessed per business as detailed in the staff report dated April 28, 2025.

4. Proceeds from the General Business Assessment will be used to promote and advertise business activities within the Improvement Area, develop a directional signage program, and contribute to parking lot maintenance activities.

SECTION 3. To expedite the making of said improvement, the City Council may at any time transfer into the Carpinteria Parking and Business Improvement Area District No. 4 Fund, from the General Fund, such sums as it shall deem necessary, and the sums so transferred shall be deemed a loan to such Fund and shall be repaid out of the proceeds of the assessments provided for in this resolution, and pursuant to the provisions of the "Parking and Business Improvement Area Law of 1989," referred to herein.

SECTION 4. That said contemplated work and improvement, in the opinion of the City Council, is of more than local or ordinary benefit, and said Council hereby makes the expense of said work and improvement chargeable upon a district, which district said Council hereby declares to be the district benefited by said work and improvement, and to be assessed to pay the cost and expense thereof, which said district consists of portions of the City of Carpinteria as shown on the Diagram and Plan for said District No. 4 on file in the office of the City Clerk, and to which said Diagram and Plan reference is hereby made for a complete and detailed description of said district, excepting from said district any portion of any public street, alley or court that may be included therein. The said Diagram and Plan so on file shall govern for all details as to the extent of said assessment district.

SECTION 5. Any lots or parcels of land known as public property, as the same is defined in Section 22663, Streets and Highways Code, hereinafter referred to, which are included in the said assessment district, shall be omitted and exempt from the assessment to be made to cover the costs and expenses of said contemplated improvement.

SECTION 6. The improvement contemplated by this Resolution of Intention shall be done under the provisions of the "Parking and Business Improvement Area Law of 1989" (now Part 6 of Division 18 of the Streets and Highways Code of the State of California).

SECTION 7. That Tuesday, May 27, 2025, at the hour of 5:30 P.M. of said day, be and the same is hereby appointed as the time, and the Council Chamber in the City Hall, at 5775 Carpinteria Avenue in the City of Carpinteria, California, is hereby appointed as the place for hearing protests in reference to said improvement.

SECTION 8. That the City Clerk is hereby authorized, designated and directed to give notice of said hearing in time, form and manner as required by law.

SECTION 9. That the Coastal View, a newspaper of general circulation, published in the County of Santa Barbara and circulated in the City of Carpinteria, California, is hereby designated as the newspaper in which such notice shall be published.

SECTION 10. That this resolution shall take effect immediately, and the City Clerk shall certify to the passage and adoption of this resolution; shall cause the original of the same to be entered among the original resolutions of the City Council of said City; and shall make a minute of the passage and adoption thereof in the records of the proceedings

of the City Council of said City in the minutes of the meeting at which the same is passed and adopted.

PASSED, APPROVED AND ADOPTED this 28th day of April, 2025 by the following called vote:

AYES: COUNCIL MEMBER: Clark, Mayer, Nomura, Solorzano, Alarcon

NOES: COUNCIL MEMBER: None

ABSENT: COUNCIL MEMBER: None

ABSTAIN: COUNCILMEMBER: None

Mayor, City of Carpinteria

ATTEST:

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

I hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of the City of Carpinteria held the 28th day of April, 2025.

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

Agenda Section: Public Hearing
Agenda Item No.: 14
Council Meeting Date: May 27, 2025

City of Carpinteria

COUNCIL AGENDA STAFF REPORT

ITEM FOR COUNCIL CONSIDERATION

Resolution No. 6401, concerning the continuation of Assessment District No. 5 for Fiscal Year 2025-26.

STAFF RECOMMENDATION

Adopt Resolution No. 6401, continuing Assessment District No. 5 for Fiscal Year 2025-26.

Sample Motion: I move to adopt Resolution No. 6401, as read by title only.

BACKGROUND/DISCUSSION

Assessment District No. 5 (District) for the Winter Protection Berm Program was formed in 1992[1] in accordance with the Municipal Improvement Act of 1913 (California Streets and Highways Code Section 10000 et seq.) to fund a sand berm facility as a measure of shoreline protection for Carpinteria City Beach and immediately adjacent properties.

To comply with Proposition 218, a vote of land owners within the District was held on January 13, 1997, and the recurring annual assessment was approved by 70-percent of eligible voters. To continue with the annual assessment, the City must comply with the provisions of California Streets and Highways Code Section 22620, which requires the preparation of an Engineer's Report each fiscal year detailing the improvements, estimated costs, method of assessment, and parcel charges. The City Council must review and approve the Engineer's Report, adopt a resolution of intention to levy the assessment, provide general public notice, and conduct a public hearing.

On March 24, 2025, the City Council adopted Resolution No. 6378, ordering a report of the status and projections of the District for Fiscal Year 2025-26. On April 28, 2025, the City Council adopted Resolution No. 6394, as provided in Attachment A, accepting the report and setting the matter for a public hearing on May 27, 2025.

The purpose of this agenda item is to open the public hearing; receive any testimony and/or protests concerning the continuation of the District; close the public hearing; and adopt

[1] City Council Resolution No. 3061, dated December 14, 1992.

Resolution No. 6401, as provided in Attachment B, concerning the continuation of the District for Fiscal Year 2025-26.

POLICY CONSISTENCY

The recommendation can be found consistent with policies of the City's General Plan and Local Coastal Plan, as described below.

Safety Element Objective S-4: *Minimize the potential risks and reduce the loss of life, property and the economic and social dislocations resulting from flooding.*

Implementation Measure No. 13: *The City shall support and facilitate the current Army Corps of Engineers (ACOE) feasibility study and otherwise pursue long-term solutions for beach nourishment and establishment of a vegetated dune system at City Beach. As an interim measure, and with permission from the Coastal Commission and US Army Corps of Engineers, the City may construct a sand berm on the City Beach parallel to the homes fronting on the beach*.

FINANCIAL CONSIDERATIONS

The City contribution amount listed below will be included in the Proposed 2025-26 Fiscal Year Budget that staff will present to the Council in June. No additional appropriation is needed at this time.

District Funding	$20,228.34
City Contribution	$48,787.66
Total Annual Cost	$69,016.00

The table below shows the cost breakdown of the winter protection berm:

Description	**Cost**
Construction	$35,400.00
Land Surveyor	$6,420.00
Biologist	$1,000.00
Permits	$2,985.00
Temporary Traffic Control	$2,400.00
Staff Time	$20,810.54
	$69,016.00

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

A notice of this hearing was published on May 15, 2025, in the Coastal View News, posted at City Hall, and mailed to the required mailing list of agencies and interested persons.

The protection provided by the Winter Protection Berm Program is not intended to serve as a substitute for any flood protection improvements or flood insurance. The Winter Protection

Berm Program is not impervious to being destroyed itself. Even with the Winter Protection Berm Program in place, the possibility of damage to public and private improvements by winter storms still exists.

OPTIONS

1. Adopt Resolution No. 6401, concerning the continuation of the Assessment District No. 5 for Fiscal Year 2025-26. (Staff recommendation)
2. The City Council could choose not to continue the Assessment District No. 5; however, the City cannot legally collect the assessments.

PRINCIPAL PARTIES EXPECTED AT MEETING

There are no principal parties expected at the meeting.

ATTACHMENTS

Attachment A: Resolution No. 6394
Attachment B: Resolution No. 6401

Staff contact:
Stephon L. Downes, Management Analyst
(805) 755-4446; stephond@carpinteriaca.gov

Signature

Reviewed by:
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:
Ryan Kintz, Assistant City Manager
(805) 755-4450; ryank@carpinteriaca.gov

Signature

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

Signature

ATTACHMENT A

Resolution No. 6394

RESOLUTION NO. 6394

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA TO SET THE ASSESSMENT FOR THE CITY OF CARPINTERIA'S ASSESSMENT DISTRICT NO. 5 FOR THE 2025-26 FISCAL YEAR. (PURSUANT TO THE MUNICIPAL IMPROVEMENT ACT OF 1913)

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF CARPINTERIA DOES HEREBY RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. The City Council intends to set the amount of the assessment for the City of Carpinteria's Assessment District No. 5 and to levy and collect this assessment pursuant to the Municipal Improvement Act of 1913, Streets and Highways Code.

SECTION 2. The improvements to be made in this assessment district are generally described as follows:

> The annual installation and removal of Winter Protection Berm that is located along the entire length of the Carpinteria City Beach between Linden Avenue and the western limits of the City of Carpinteria along the coastline.

SECTION 3. This assessment district is known as Assessment District No. 5, City of Carpinteria, Santa Barbara County, California. The general location of this assessment district includes the area northerly of Carpinteria City Beach and southerly of Sandyland Road in the City of Carpinteria.

SECTION 4. In accordance with the City Council's Resolution Initiating Proceedings, the City Engineer has filed with the City Clerk the report required by the Municipal Improvement Act of 1913. All interested persons are referred to that report for a full and detailed description of the improvements, the boundaries of the Assessment District No. 5 and the proposed assessments upon assessable lots and parcels of land within the assessment district.

SECTION 5. On Tuesday, the 27th day of May, 2025, at the hour of 5:30 PM, or as soon thereafter as may be heard, the City Council will conduct a public hearing on the levying of the proposed assessment and ordering the installation of the improvements. The public hearing will be held in the City Council Chambers located at 5775 Carpinteria Avenue, Carpinteria, California.

SECTION 6. By adoption of this Resolution, the City Council indicates its intention to comply with the requirements of the Special Assessment Investigation, Limitation and Majority Protest Act of 1931, Streets and Highways Code Section 2800 and following including specifically Sections 2960 and 2961 thereof.

SECTION 7. The City Clerk is authorized and has been directed to give the notice of this hearing as required by Government Code Section 54954.6.

PASSED, APPROVED AND ADOPTED on April 28, 2025, by the following vote:

AYES: COUNCILMEMBER(S): Clark, Mayer, Nomura, Solorzano, Alarcon

NOES: COUNCILMEMBER(S): None

ABSENT: COUNCILMEMBER(S): None

ABSTAIN: COUNCILMEMBER(S): None

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 April 28, 2025.

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

Adopted Resolution No. 6401

RESOLUTION NO. 6401

A RESOLUTION OF THE CARPINTERIA CITY COUNCIL LEVYING THE ANNUAL ASSESSMENT FOR ASSESSMENT DISTRICT NO. 5 (Pursuant to the Municipal Improvement Act of 1913)

WHEREAS, the City Council has taken a series of preliminary actions prior to assessing the parcels of real property within the boundaries of Assessment District No. 5; and

WHEREAS, the City Council adopted Resolution No. 6378, initiating proceedings for the improvement described therein under the Municipal Improvement Act of 1913, and directed the Engineer of Work for the Assessment District to prepare the Report required by Section 10203 and following of the Streets and Highways Code; and

WHEREAS, the Report describes the District improvements generally as follows: The annual installation and removal of the Carpinteria Beach Winter Protection Berm that is located along the entire length of the Carpinteria City Beach between Linden Avenue and the western boundary of the City of Carpinteria; and

WHEREAS, the Engineer of Work filed the Report on April 28, 2025, as directed, and the City Council adopted Resolution No. 6394 to levy and collect assessments within the Assessment District for Fiscal Year 2025-26 and set a public hearing to be held on May 27, 2025 at Carpinteria City Hall, 5775 Carpinteria Avenue, Carpinteria, CA 93013. Notice of the hearing was given in the time and manner required by law.

WHEREAS, at the public hearing, the City Council afforded to every interested person the opportunity to make a protest to the annual report either in writing or orally, and the City Council has considered each protest received.

NOW, THEREFORE, BE IT RESOLVED as follows:

SECTION 1. The City Clerk has determined that a majority protest does not exist.

SECTION 2. The City Council hereby confirms the Engineer's Report attached hereto as Exhibit 1, orders the improvement as described and hereby levies the assessment set forth therein for fiscal year 2025-26.

SECTION 3. The City Clerk shall certify to the passage and adoption of this Resolution; shall cause the same to be entered among the original resolutions of the City Council of the City of Carpinteria and shall make a minute of the passage and adoption thereof in the records of the proceedings of the Carpinteria City Council in the minutes of the meeting at which this resolution is passed and adopted.

PASSED, APPROVED AND ADOPTED this 27th day of May, 2025 by the following called 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 May 27, 2025.

_____
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

Exhibit 1 to Resolution No. 6401

Assessment District No. 5
Engineer's Report for 2025-26

City of Carpinteria Assessment District No. 5

Winter Protection Berm Program

Report of the City Engineer

Fiscal Year 2025-26

This report contains the following parts:

A. Plans and specifications of the winter berm project.

B. An estimate of the costs of the project.

C. An assessment role.

D. A statement of the method in which project costs were apportioned to each benefited parcel of land within the district.

E. A list of the names and addresses of each owner of property within the district's boundaries known to the City.

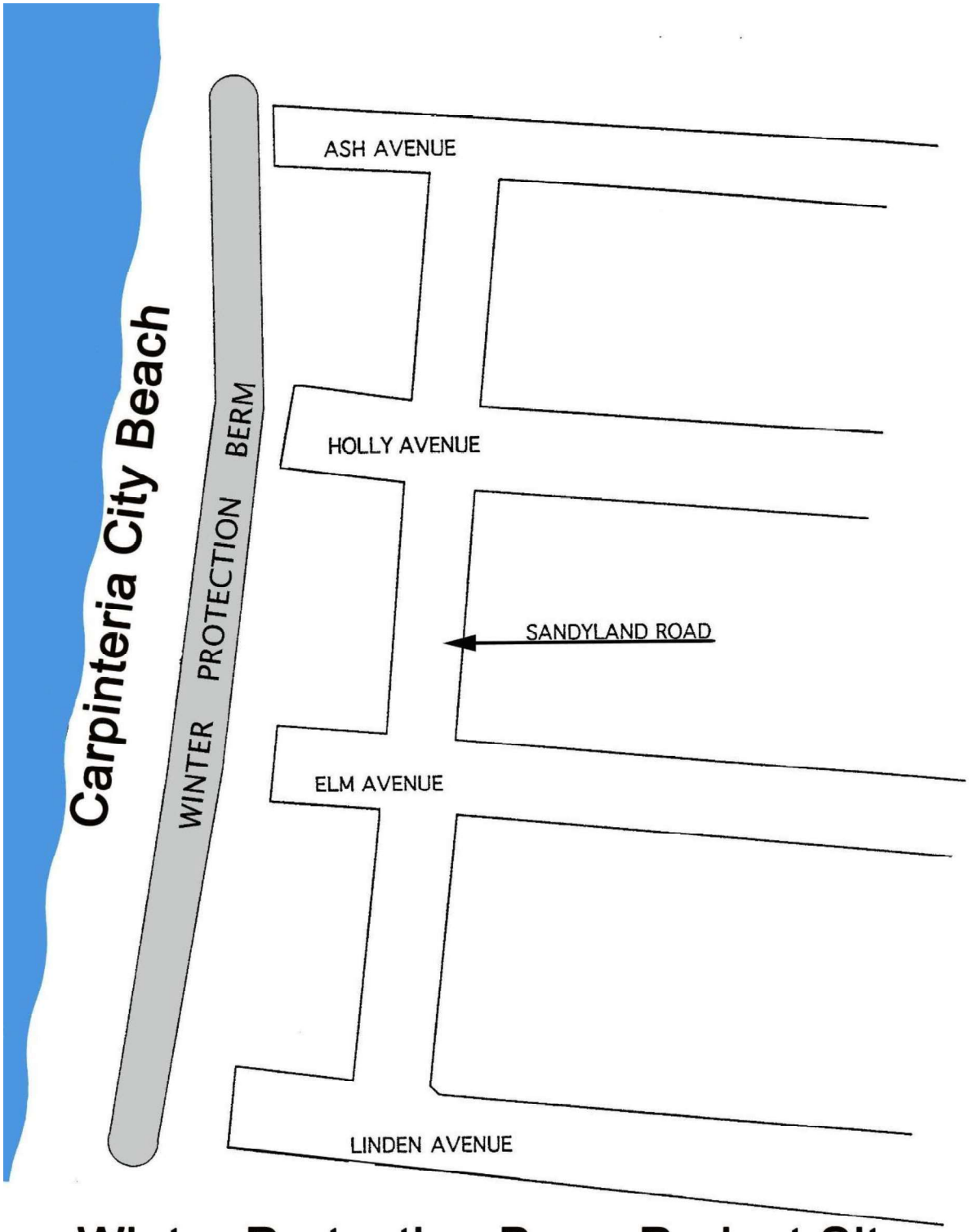
F. An assessment diagram.

G. A statement which confirms the collection of assessments for the project may be subsequent to the work for the project.

H. A statement of the total amount of assessments for all properties with in district's boundaries which remains unpaid and the total true value, as near as may be determined, of the parcels of land and improvements that are proposed to be assessed. This is provided pursuant to §2961 of California's Streets and Highways Code known as the Majority Protest Act of 1931.

PART A

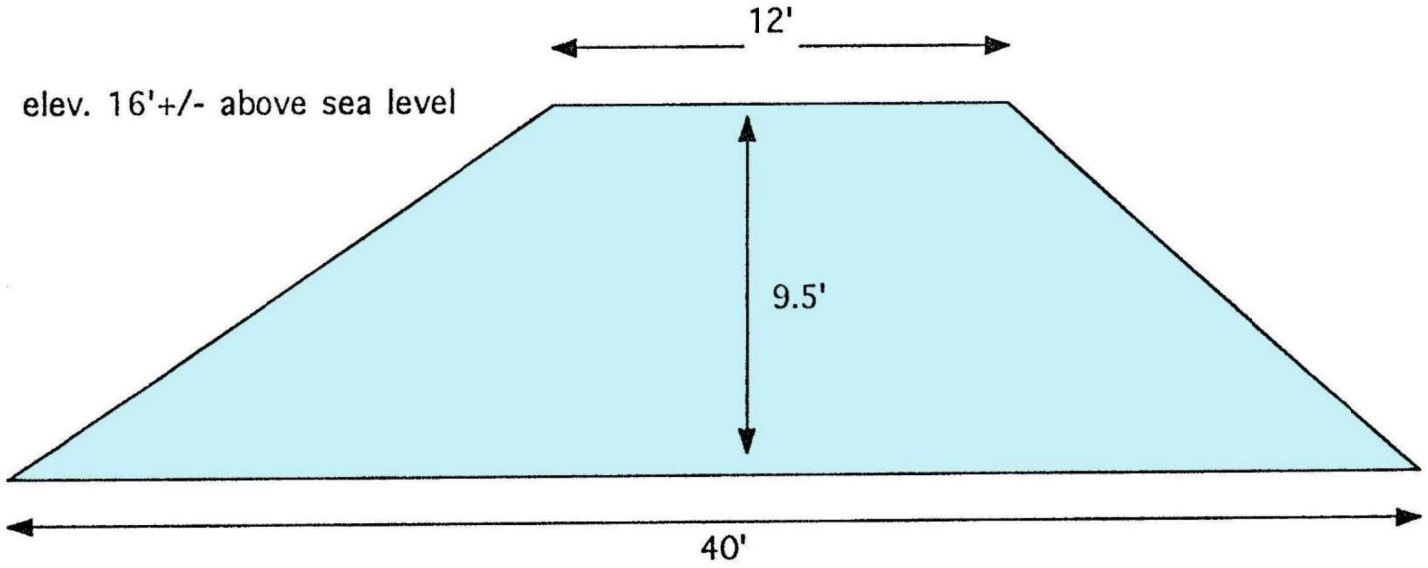
Project Plans and Specifications



Winter Protection Berm Project Site

Carpinteria, California 93013

CITY OF CARPINTERIA WINTER PROTECTION BERM (TYPICAL SECTION)



Typical Section
(no scale)

Sand Material shall be bulldozed up primarily from seaward side, preferably from above mean tide height

Notes:

1. Typical section diagram is typical only and may vary depending upon field conditions
2. Estimated cubic yardage is 13,200 CY based on 1,440 linear feet. This will vary depending on field conditions.

PART B

Estimate of Project Cost

Engineer's Report

Estimate of Project Cost

Carpinteria City Beach Winter Protection Berm

Fiscal Year 2025-26

This Estimate of Project Cost for the Carpinteria City Beach Winter Protection Berm is prepared in order to determine the anticipated cost of installation, maintenance, and removal. Variables that exist in this estimation include not knowing what beach conditions will be for the berm installation in the fall, what level of maintenance will be necessary to keep the berm intact during the winter and how much machine time will be needed to remove the berm in the springtime. Other components of the cost estimate are more reliable. These components include the cost of biological reporting and project administration.

The installation of the winter protection berm is accomplished by a negotiated contract pursuant to 22032(a) of the California Public Contract Code. This code states that public projects of forty-five thousand dollars ($45,000) or less may be performed by the employees of a public agency by force account, by negotiated contract, or by purchase order.

For Fiscal Year 2025-26, the total annual cost is estimated to be $69,016.00. The paragraph that follows is a general description of the scope of work that is involved with cost of the winter protection berm.

The quantity of maintenance needed throughout the winter storm season is based upon the severity of weather encountered during the time the berm is in place. Some winters require no maintenance while others can require a significant maintenance effort. An amount should be contributed each year in an effort to anticipate some level of maintenance. Removal of the berm in order to return the berm material to the upper tidal zone and to reconfigure the beach to a natural spring profile also varies for several reasons. Should the winter be exceptionally mild, and the berm remains one hundred percent intact, a greater amount of time will be required to remove it. After some winter seasons, a significant portion of the berm is eroded away, reducing berm removal costs. Removal costs can thereby vary significantly from year to year. Biological monitoring is a requirement of the Army Corps of Engineers and California Coastal Commission who grants authority to the City to do this project. Under the monitoring plan, the California grunion and snowy plover bird must be studied each season in order to ensure mechanical beach sand movement does not interfere with the spawning or nesting grounds. This procedure is performed by City staff with consultation being performed by a qualified biologist. The general administration of the berm project overall includes the coordination for construction of the berm, supervision of the construction, any general or related tasks associated with berm management, monitoring of the berm in the winter to watch for berm erosion, preparation of the

reports that must be submitted to the U.S. Army Corps of Engineers and the California Coastal Commission, berm assessment accounting and management.

The table below shows the cost breakdown of the winter protection berm:

Description	Cost
Construction	$35,400.00
Land Surveyor	$6,420.00
Biologist	$1,000.00
Permits	$2,985.00
Temporary Traffic Control	$2,400.00
Staff Time	$20,810.54
	$69,016.00

The Assessment District No. 5 total assessment was set in January 1997 by a mail ballot. In that process, the total District fees were set at $20,228.34. The City of Carpinteria may not raise that assessment without an affirmative vote of the affected property owners. For Fiscal Year 2025-26, the City will contribute an amount of $48,787.66. Therefore, the net amount assessable on land within the District is $20,228.34.

PART C

Assessment Roll of Land Parcel Owners within the District

FY 2024-25 Assessment District No. 5 Assessment Roll

APN	Owner	Mailing Address	Mailing City, State, ZIP	Total Assessment
003-470-008	SEAHORSE TRUST 01/15/03	4040 FAIRWAY AVE	OAKLAND CA 94605 4514	$ 500.52
003-470-010	ROBERTS FAMILY TRUST B (RESIDUAL TRUST) 4/19/76	3150 FOOTHILL RD	CARPINTERIA CA 93013 3192	$ 494.21
003-470-013	CITY OF CARPINTERIA	5775 CARPINTERIA AVE	CARPINTERIA CA 93013	$ 15,271.66
003-490-001	MING, THARRELL & DINAH FAMILY LIMITED PARTNERSHIP	1113 TAM O SHANTER DR	BAKERSFIELD CA 93009	$ 547.90
003-490-025	CARNEVALE LOUIE & JACQUELINE FAM TR 6-83	18021 MAYERLING ST	GRANADA HILLS CA 91344	$ 235.30
003-760-001	REESER BRITTANY LEE BARNES	1155 N CENTRAL AVE 209	GLENDALE CA 91202 2539	$ 235.87
003-760-002	EHRGOTT LAUREN MULFORD	1583 BEE CANYON RD	ARROYO GRANDE CA 93420 4939	$ 235.87
003-760-003	CAMPBELL SANDYLAND LLC	15421 CHEMICAL LN	HUNTINGTON BEACH CA 92649 1219	$ 235.87
003-760-004	MILLER JAMES H/CAROL REV EST TR 5-14-80	40023 VILLAGE 40	CAMARILLO CA 93012	$ 235.87
003-760-005	MUNEIO THOMAS A	172 LA VISTA GRANDE	SANTA BARBARA CA 93103 2817	$ 235.87
003-760-006	JOHN M LIVING TRUST 10/13/06	492 MONARCH LN	SANTA BARBARA CA 93108 2689	$ 235.87
003-760-007	AMSS LLC	210 S ORANGE GROVE BLVD	PASADENA CA 91105	$ 235.87
003-760-008	GIACOPUZZI RUTH	4675 RICE CT	VENTURA CA 93003	$ 235.87
003-770-001	ROUGHAN, FRANCIS T	4709 SANDYLAND RD 3	CARPINTERIA CA 93013	$ 235.87
003-770-002	VAN WINGERDEN R & J FAMILY TRUST 11/28/95	4444 FOOTHILL RD	CARPINTERIA CA 93013 3075	$ 235.87
003-770-003	RESNIK RODNEY A/ANN B TRUSTEES (for) RESNIK LIV 1988 TR	352 CALLE CONVERSE	CAMARILLO CA 93010	$ 235.87
003-770-004	RESNIK 1988 LIV TR	352 CALLE CONVERSE	CAMARILLO CA 93010	$ 235.87
003-800-001	JAMIESON, LEE	3101 STATE RD	BAKERSFIELD CA 93308	$ 235.87
003-800-002	JAMIESON, KRYSTYNA	3101 STATE RD	BAKERSFIELD CA 93308	$ 235.87
003-800-003	DENNIS MAUL SALES, INC	2729 21ST ST	BAKERSFIELD CA 93301	$ 244.52
003-830-001	SANDYLAND TIC MANAGEMENT INC	4975 SANDYLAND RD	CARPINTERIA CA 93013 2313	$ 193.80
003-830-002	ALLEMAN FAMILY TRUST 10/30/17	2004 N TRACY AVE	SIMI VALLEY CA 93063	$ 193.80
003-830-003	SCHENKER, ERIC M	3324 STATE ST F	SANTA BARBARA CA 93105	$ 193.80
003-830-004	CHESLER, MARK/FLOR	4975 SANDYLAND RD 104	CARPINTERIA CA 93013	$ 193.80
003-830-005	COLETTA FAMILY RESIDUAL TRUST 4/21/00	966 BLUE MOUNTAIN CIR	WESTLAKE VILLAGE CA 91362 5457	$ 193.80
003-830-006	BOECKMANN FAMILY TRUST 9/19/00	8400 MELVIN AVE	NORTHRIDGE CA 91324 4133	$ 193.80
003-830-007	4975 SANDYLAND ROAD LLC	4975 SANDYLAND RD 107	CARPINTERIA CA 93013 2313	$ 193.80
003-830-008	ROGERS, LUCI	835 HOLLY AVE	CARPINTERIA CA 93013	$ 193.80
003-830-009	ECHEVERRIA, JAVIER	4403 BEAR MOUNTAIN BLVD	BAKERSFIELD CA 93313	$ 193.80
003-830-010	SCHIFRIN FAMILY TRUST 1/25/02	980 ENCHANTED WAY 105	SIMI VALLEY CA 93065	$ 193.80
003-830-011	OTIS HARVEY C TRUST 4/1/09	32126 VILLAGE 32	CAMARILLO CA 93012	$ 193.80
003-830-012	BLACKBURN, DAVID	32451 MEDITERRANEAN DR	MONARCH BEACH CA 92629	$ 193.80
003-830-013	PALACIOS RON/KELLY FAMILY TRUST 1/22/18	PO BOX 940148	SIMI VALLEY CA 93094 0148	$ 193.80
003-830-014	SION, HAIM MIKO/BARBARA SUSAN REVOCABLE TRUST 8/16/99	2768 BEL CIR	SIMI VALLEY CA 93063 5028	$ 193.80
003-830-015	WRIGHT, NANCY A	3153 SCOTTYS TERRACE	SIMI VALLEY CA 93063	$ 193.80
003-830-016	FORTNER/GUYOR FAMILY SURVIVOR'S TRUST 12/9/02	PO BOX 1530	WRANGELL AK 99929	$ 193.80
003-830-017	FRIEDMAN, MAURY/LISA	29480 BERTRAND DR	AGOURA HILLS CA 91301	$ 193.80
003-830-018	STENGEL FAMILY 2022 REVOCABLE TRUST 5/18/22	1525 JAY ST	CARPINTERIA CA 93013 1522	$ 193.80
003-830-019	GERLACH FAMILY LIVING TRUST 3/27/97	1186 DEEP WOOD DR	WESTLAKE VILLAGE CA 91362	$ 193.80
003-830-020	RINER, JAMES/PATRICIA TRUST 9/14/92	23222 8TH ST	NEWHALL CA 91321	$ 193.80
003-830-021	KOZMAN FAMILY TRUST 5/27/09	4259 CLARINDA DR	TARZANA CA 91356	$ 193.80
003-830-022	MULHOLLAND, MARYJANE	203 QUINCY AVE	LONG BEACH CA 90803	$ 193.80
003-830-023	RYCKMAN, GERALD OWEN JR TRUSTEE (for) RYCKMAN TRUST 10/10/90	1784 COLLINGSWOOD CT	WESTLAKE VILLAGE CA 91362	$ 193.80
003-830-024	KOZMAN, MIKE/CELINE TRUSTEES (for) KOZMAN FAM TR 6/26/95	3630 VIEWCREST DR	BURBANK CA 91504	$ 193.80

FY 2024-25 Assessment District No. 5 Assessment Roll

APN	Owner	Mailing Address	Mailing City, State, ZIP	Total Assessment
003-830-025	DAVIS, ROBERT L/W JACQUELINE	12008 WOOD RANCH RD	GRANADA HILLS CA 91344	$ 193.80
003-830-026	GENSTIL REVOCABLE TRUST 7/28/17	30 NORLYN DR	WALNUT CREEK CA 94596	$ 193.80
003-830-027	PRESS TRUST 10/2/17	10726 ESTHER AVE	LOS ANGELES CA 90064 3223	$ 193.80
003-830-028	ROLLINS, JANET L TRUSTEE (for) ROLLINS, JANET L TR 8/13/86	4605 WINDSOR BLVD	CAMBRIA CA 93428	$ 193.80
003-830-029	ALDRICH TRUST 11/30/87	707 E PALM AVE	BURBANK CA 91501	$ 193.80
003-830-030	GENSTIL TRUST 11/16/06	798 PREAKNESS PL	NEWBURY PARK CA 91320	$ 193.80
003-830-031	SCHILLO LLC	91 DOMBEY CIR	THOUSAND OAKS CA 91360 3601	$ 193.80
003-830-032	TODHUNTER LIVING TRUST 4/28/04	3101 CORONADO DR	FULLERTON CA 92835	$ 193.80
003-830-033	BLACKBURN, DAVID	32451 MEDITERRANEAN DR	MONARCH BEACH CA 92629	$ 193.80
003-830-034	MURACHANIAN FAMILY TRUST 2/20/01	2370 SHERWOOD RD	SAN MARINO CA 91108	$ 193.80
003-830-035	FREY FAMILY TRUST A	31349 CHERRY DR	CASTAIC CA 91384	$ 193.80
003-830-036	ROSS/MCDONOUGH FAMILY TRUST 12/3/13	10880 WILSHIRE BLVD 1000	LOS ANGELES CA 90024	$ 193.80
003-840-013	TYBARCA SORTINO PARTNERS, LLC (DE)	29249 WAGON RD	AGOURA CA 91301	$ 251.03
003-840-014	HENRY, PATRICK L/MERRY G 2007 REVOCABLE LIVING TRUST 7/20/07	139 WOOD DUCK DR	SANGER CA 93657	$ 251.03
003-840-015	PANT PROPERTIES, LP	1390 OAKRIDGE CT	NORTHRIDGE CA 91362	$ 251.03
003-840-016	MEZZIO SANDYLAND LLC	4925 SANDYLAND RD D	CARPINTERIA CA 93013 2356	$ 251.03
003-840-017	CLARK MIKE & BECKY FAMILY TRUST 4/9/19	4616 CHRISTMAS TREE LN	BAKERSFIELD CA 93306 1721	$ 251.03
003-840-018	HERMAN B & P TRUST	2715 PORTER ST 103	SOQUEL CA 95073 2437	$ 251.03
003-850-013	LUND, JOHN D & CHRISTINA E REVOCABLE LIVING TRUST 6/23/1998	98 OLIVE MILL LN	SANTA BARBARA CA 93108	$ 369.40
003-850-014	SINCLAIR, JACK L	4923 SANDYLAND RD	CARPINTERIA CA 93013	$ 251.03
003-850-015	GARCIA FAMILY TRUST 10/30/02	5301 SCOTT ROBERTSON RD	HIDDEN HILLS CA 91302	$ 251.03
004-090-001	BAMA & BAMPA EXEMPTION TRUST 9/7/05	PO BOX 228	SOMIS CA 93066	$ 235.30
004-090-003	FITZGERALD JAMES A TRUST NO II 9/24/79	1935 CALAMAR CT	CAMARILLO CA 93010 9279	$ 235.30
004-090-004	ZEOLLA PROPERTIES TRUST 12/23/20	534 ASPEN VIEW CT	OAK PARK CA 91377 3812	$ 235.30
004-091-001	PAICH DAVID/LORRAINE A TRUSTEES (for) PAICH FAM TR 6-19-90	10351 SANTA MONICA BLVD 270	LOS ANGELES CA 90025	$ 235.24
004-091-002	FERRO FAMILY TRUST 3/28/91	1110 E CENTER RD	SOMIS CA 93066 9760	$ 235.24
004-091-003	CARATAN, JUDITH LIVING TRUST 9/27/04	11611 HARRINGTON ST	BAKERSFIELD CA 93311	$ 235.24
004-091-004	HOBIN FAMILY TRUST	4327 SPRING FOREST LN	WESTLAKE VILLAGE CA 91362	$ 235.24
004-091-005	MARCHBANKS PROPERTIES, LLC	3000 CORMIER DR	BAKERSFIELD CA 93311 2946	$ 235.24
004-091-006	CARATAN, CL FAMILY TRUST 2/26/18	2901 22ND ST	BAKERSFIELD CA 93301	$ 235.24
004-091-007	MCINTOSH LIVING TRUST 5/12/17	14919 LA CUMBRE DR	PACIFIC PALISADES CA 90272	$ 235.24
004-091-008	DEMORNAY RICHARD TRUSTEE (for) DEMORNAY RICHARD TR 10/2/92	PO BOX 4085	SANTA BARBARA CA 93140	$ 235.24
004-101-001	ECKER, DORIS L TRUST 2/18/97	412 OAK HILL DR	BELLEVILLE IL 62223	$ 219.45
004-101-002	COOK, MYRON & CONNIE FAMILY TRUST 7/10/07	8633 LAGO DI COMO LN	BAKERSFIELD CA 93312	$ 219.45
004-101-003	BAMA & BAMPA SURVIVOR'S TRUST 9/7/05	PO BOX 228	SOMIS CA 93066	$ 219.45
004-101-004	SCHREINER TRUST 2/19/93	347 EL TUACA ST	CAMARILLO CA 93010	$ 219.45
004-101-005	COLLIER LIVING TRUST 1/20/89	185 CRESTVIEW AVE	CAMARILLO CA 93010 1759	$ 219.45
004-101-006	BIG MONEY PROPERTIES LLC	6077 COFFEE RD 4	BAKERSFIELD CA 93308	$ 219.45
004-101-007	MULLINS KATHERYN A TRUSTEE (for) MULLINS MARITAL TR 1/20/96	PO BOX 156	SOLVANG CA 93464	$ 219.45
004-101-008	4825 SANDYLAND 8, LLC	1359 SWEETWATER AVE	CAMARILLO CA 93010	$ 219.45
004-109-001	GPREV, LLC	2086 CERVATO DR	CAMARILLO CA 93012	$ 248.37
004-109-002	DUNCAN, M B SEPARATE PROPERTY TRUST	PO BOX 21235	BAKERSFIELD CA 93390 1235	$ 248.37
004-115-001	MARINA SHORES, LP	4681 SIERRA MADRE RD	SANTA BARBARA CA 93110	$ 236.37
004-115-002	MARINA SHORES, LP	4681 SIERRA MADRE RD	SANTA BARBARA CA 93110	$ 236.37

FY 2024-25 Assessment District No. 5 Assessment Roll

APN	Owner	Mailing Address	Mailing City, State, ZIP	Total Assessment
004-115-003	MARINA SHORES, LP	4681 SIERRA MADRE RD	SANTA BARBARA CA 93110	$ 236.37
			TOTAL	**$ 35,500.00**

PART D

Engineer's Report

Method of Apportionment of Assessment

Carpinteria City Beach Winter Protection Berm

Fiscal Year 2025-26

Engineer's Report
Method of Apportionment of Assessment
Carpinteria City Beach Winter Protection Berm
Fiscal Year 2025-26

The Carpinteria City Beach Winter Protection Berm Project is constructed along the Carpinteria City Beach bordered on the east by Linden Avenue and to the west by Ash Avenue. The berm is constructed each fall in order to provide a measure of protection to public and private improvements from severe winter storms and wave action. In order to fairly assess the ocean front properties that directly benefit from the berm protection, a formula was developed which reflects the benefit each parcel of land receives.

First, the cost of providing the service is divided into fixed and variable costs. Fixed costs are those that are required regardless of the amount of sand actually moved. These include the permit compliance, biological monitoring and administration of the berm project. The fixed costs are apportioned equally to all properties within the boundaries of the assessment district. The contribution toward the maintenance fund is also included among the fixed costs. Variable costs include the cost of the actual machine time required to move the sand. Since properties in the District receive varying levels of benefit depending upon the property's length of beach frontage, variable cost is assigned to each property based upon its actual length of beach frontage. Condominium or apartment properties' beach frontage was determined by dividing the number of units in each complex by the length of the property's beach frontage. These variable and fixed costs were apportioned to each property and an assessment assigned as part of a Proposition 218 vote and the assessments have not been altered in subsequent years.

A City owned parcel within the District's boundaries is assessed in the same fashion as all other parcels within the District's boundaries in order to comply with Article XIII D of the California Constitution.

PART E

A list of names and addresses of each property owner within the District's boundaries known to the City

FY 2025-26 Assessment District No. 5 Assessment Roll

APN	Owner	Mailing Address	Mailing City, State, ZIP
003-470-008	SEAHORSE TRUST 01/15/03	4040 FAIRWAY AVE	OAKLAND CA 94605 4514
003-470-010	ROBERTS FAMILY TRUST B (RESIDUAL TRUST) 4/19/76	3150 FOOTHILL RD	CARPINTERIA CA 93013 3192
003-470-013	CITY OF CARPINTERIA	5775 CARPINTERIA AVE	CARPINTERIA CA 93013
003-490-001	MING, THARRELL & DINAH FAMILY LIMITED PARTNERSHIP	1113 TAM O SHANTER DR	BAKERSFIELD CA 93009
003-490-025	CARNEVALE LOUIE & JACQUELINE FAM TR 6-83	18021 MAYERLING ST	GRANADA HILLS CA 91344
003-760-001	REESER BRITTANY LEE BARNES	1155 N CENTRAL AVE 209	GLENDALE CA 91202 2539
003-760-002	EHRGOTT LAUREN MULFORD	1583 BEE CANYON RD	ARROYO GRANDE CA 93420 4939
003-760-003	CAMPBELL SANDYLAND LLC	15421 CHEMICAL LN	HUNTINGTON BEACH CA 92649 1219
003-760-004	MILLER JAMES H/CAROL REV EST TR 5-14-80	40023 VILLAGE 40	CAMARILLO CA 93012
003-760-005	MUNEIO THOMAS A	172 LA VISTA GRANDE	SANTA BARBARA CA 93103 2817
003-760-006	JOHN M LIVING TRUST 10/13/06	492 MONARCH LN	SANTA BARBARA CA 93108 2689
003-760-007	AMSS LLC	210 S ORANGE GROVE BLVD	PASADENA CA 91105
003-760-008	GIACOPUZZI RUTH	4675 RICE CT	VENTURA CA 93003
003-770-001	ROUGHAN, FRANCIS T	4709 SANDYLAND RD 3	CARPINTERIA CA 93013
003-770-002	VAN WINGERDEN R & J FAMILY TRUST 11/28/95	4444 FOOTHILL RD	CARPINTERIA CA 93013 3075
003-770-003	RESNIK RODNEY A/ANN B TRUSTEES (for) RESNIK LIV 1988 TR	352 CALLE CONVERSE	CAMARILLO CA 93010
003-770-004	RESNIK 1988 LIV TR	352 CALLE CONVERSE	CAMARILLO CA 93010
003-800-001	JAMIESON, LEE	3101 STATE RD	BAKERSFIELD CA 93308
003-800-002	JAMIESON, KRYSTYNA	3101 STATE RD	BAKERSFIELD CA 93308
003-800-003	DENNIS MAUL SALES, INC	2729 21ST ST	BAKERSFIELD CA 93301
003-830-001	SANDYLAND TIC MANAGEMENT INC	4975 SANDYLAND RD	CARPINTERIA CA 93013 2313
003-830-002	ALLEMAN FAMILY TRUST 10/30/17	2004 N TRACY AVE	SIMI VALLEY CA 93063
003-830-003	SCHENKER, ERIC M	3324 STATE ST F	SANTA BARBARA CA 93105
003-830-004	CHESLER, MARK/FLOR	4975 SANDYLAND RD 104	CARPINTERIA CA 93013
003-830-005	COLETTA FAMILY RESIDUAL TRUST 4/21/00	966 BLUE MOUNTAIN CIR	WESTLAKE VILLAGE CA 91362 5457
003-830-006	BOECKMANN FAMILY TRUST 9/19/00	8400 MELVIN AVE	NORTHRIDGE CA 91324 4133
003-830-007	4975 SANDYLAND ROAD LLC	4975 SANDYLAND RD 107	CARPINTERIA CA 93013 2313
003-830-008	ROGERS, LUCI	835 HOLLY AVE	CARPINTERIA CA 93013
003-830-009	ECHEVERRIA, JAVIER	4403 BEAR MOUNTAIN BLVD	BAKERSFIELD CA 93313
003-830-010	SCHIFRIN FAMILY TRUST 1/25/02	980 ENCHANTED WAY 105	SIMI VALLEY CA 93065
003-830-011	OTIS HARVEY C TRUST 4/1/09	32126 VILLAGE 32	CAMARILLO CA 93012
003-830-012	BLACKBURN, DAVID	32451 MEDITERRANEAN DR	MONARCH BEACH CA 92629
003-830-013	PALACIOS RON/KELLY FAMILY TRUST 1/22/18	PO BOX 940148	SIMI VALLEY CA 93094 0148
003-830-014	SION, HAIM MIKO/BARBARA SUSAN REVOCABLE TRUST 8/16/99	2768 BEL CIR	SIMI VALLEY CA 93063 5028
003-830-015	WRIGHT, NANCY A	3153 SCOTTYS TERRACE	SIMI VALLEY CA 93063
003-830-016	FORTNER/GUYOR FAMILY SURVIVOR'S TRUST 12/9/02	PO BOX 1530	WRANGELL AK 99929
003-830-017	FRIEDMAN, MAURY/LISA	29480 BERTRAND DR	AGOURA HILLS CA 91301
003-830-018	STENGEL FAMILY 2022 REVOCABLE TRUST 5/18/22	1525 JAY ST	CARPINTERIA CA 93013 1522
003-830-019	GERLACH FAMILY LIVING TRUST 3/27/97	1186 DEEP WOOD DR	WESTLAKE VILLAGE CA 91362
003-830-020	RINER, JAMES/PATRICIA TRUST 9/14/92	23222 8TH ST	NEWHALL CA 91321

FY 2025-26 Assessment District No. 5 Assessment Roll

APN	Owner	Mailing Address	Mailing City, State, ZIP
003-830-021	KOZMAN FAMILY TRUST 5/27/09	4259 CLARINDA DR	TARZANA CA 91356
003-830-022	MULHOLLAND, MARYJANE	203 QUINCY AVE	LONG BEACH CA 90803
003-830-023	RYCKMAN, GERALD OWEN JR TRUSTEE (for) RYCKMAN TRUST 10/10/90	1784 COLLINGSWOOD CT	WESTLAKE VILLAGE CA 91362
003-830-024	KOZMAN, MIKE/CELINE TRUSTEES (for) KOZMAN FAM TR 6/26/95	3630 VIEWCREST DR	BURBANK CA 91504
003-830-025	DAVIS, ROBERT L/W JACQUELINE	12008 WOOD RANCH RD	GRANADA HILLS CA 91344
003-830-026	GENSTIL REVOCABLE TRUST 7/28/17	30 NORLYN DR	WALNUT CREEK CA 94596
003-830-027	PRESS TRUST 10/2/17	10726 ESTHER AVE	LOS ANGELES CA 90064 3223
003-830-028	ROLLINS, JANET L TRUSTEE (for) ROLLINS, JANET L TR 8/13/86	4605 WINDSOR BLVD	CAMBRIA CA 93428
003-830-029	ALDRICH TRUST 11/30/87	707 E PALM AVE	BURBANK CA 91501
003-830-030	GENSTIL TRUST 11/16/06	798 PREAKNESS PL	NEWBURY PARK CA 91320
003-830-031	SCHILLO LLC	91 DOMBEY CIR	THOUSAND OAKS CA 91360 3601
003-830-032	TODHUNTER LIVING TRUST 4/28/04	3101 CORONADO DR	FULLERTON CA 92835
003-830-033	BLACKBURN, DAVID	32451 MEDITERRANEAN DR	MONARCH BEACH CA 92629
003-830-034	MURACHANIAN FAMILY TRUST 2/20/01	2370 SHERWOOD RD	SAN MARINO CA 91108
003-830-035	FREY FAMILY TRUST A	31349 CHERRY DR	CASTAIC CA 91384
003-830-036	ROSS/MCDONOUGH FAMILY TRUST 12/3/13	10880 WILSHIRE BLVD 1000	LOS ANGELES CA 90024
003-840-013	TYBARCA SORTINO PARTNERS, LLC (DE)	29249 WAGON RD	AGOURA CA 91301
003-840-014	HENRY, PATRICK L/MERRY G 2007 REVOCABLE LIVING TRUST 7/20/07	139 WOOD DUCK DR	SANGER CA 93657
003-840-015	PANT PROPERTIES, LP	1390 OAKRIDGE CT	NORTHRIDGE CA 91362
003-840-016	MEZZIO SANDYLAND LLC	4925 SANDYLAND RD D	CARPINTERIA CA 93013 2356
003-840-017	CLARK MIKE & BECKY FAMILY TRUST 4/9/19	4616 CHRISTMAS TREE LN	BAKERSFIELD CA 93306 1721
003-840-018	HERMAN B & P TRUST	2715 PORTER ST 103	SOQUEL CA 95073 2437
003-850-013	LUND, JOHN D & CHRISTINA E REVOCABLE LIVING TRUST 6/23/1998	98 OLIVE MILL LN	SANTA BARBARA CA 93108
003-850-014	SINCLAIR, JACK L	4923 SANDYLAND RD	CARPINTERIA CA 93013
003-850-015	GARCIA FAMILY TRUST 10/30/02	5301 SCOTT ROBERTSON RD	HIDDEN HILLS CA 91302
004-090-001	BAMA & BAMPA EXEMPTION TRUST 9/7/05	PO BOX 228	SOMIS CA 93066
004-090-003	FITZGERALD JAMES A TRUST NO II 9/24/79	1935 CALAMAR CT	CAMARILLO CA 93010 9279
004-090-004	ZEOLLA PROPERTIES TRUST 12/23/20	534 ASPEN VIEW CT	OAK PARK CA 91377 3812
004-091-001	PAICH DAVID/LORRAINE A TRUSTEES (for) PAICH FAM TR 6-19-90	10351 SANTA MONICA BLVD 270	LOS ANGELES CA 90025
004-091-002	FERRO FAMILY TRUST 3/28/91	1110 E CENTER RD	SOMIS CA 93066 9760
004-091-003	CARATAN, JUDITH LIVING TRUST 9/27/04	11611 HARRINGTON ST	BAKERSFIELD CA 93311
004-091-004	HOBIN FAMILY TRUST	4327 SPRING FOREST LN	WESTLAKE VILLAGE CA 91362
004-091-005	MARCHBANKS PROPERTIES, LLC	3000 CORMIER DR	BAKERSFIELD CA 93311 2946
004-091-006	CARATAN, CL FAMILY TRUST 2/26/18	2901 22ND ST	BAKERSFIELD CA 93301
004-091-007	MCINTOSH LIVING TRUST 5/12/17	14919 LA CUMBRE DR	PACIFIC PALISADES CA 90272
004-091-008	DEMORNAY RICHARD TRUSTEE (for) DEMORNAY RICHARD TR 10/2/92	PO BOX 4085	SANTA BARBARA CA 93140
004-101-001	ECKER, DORIS L TRUST 2/18/97	412 OAK HILL DR	BELLEVILLE IL 62223
004-101-002	COOK, MYRON & CONNIE FAMILY TRUST 7/10/07	8633 LAGO DI COMO LN	BAKERSFIELD CA 93312
004-101-003	BAMA & BAMPA SURVIVOR'S TRUST 9/7/05	PO BOX 228	SOMIS CA 93066
004-101-004	SCHREINER TRUST 2/19/93	347 EL TUACA ST	CAMARILLO CA 93010

FY 2025-26 Assessment District No. 5 Assessment Roll

APN	Owner	Mailing Address	Mailing City, State, ZIP
004-101-005	COLLIER LIVING TRUST 1/20/89	185 CRESTVIEW AVE	CAMARILLO CA 93010 1759
004-101-006	BIG MONEY PROPERTIES LLC	6077 COFFEE RD 4	BAKERSFIELD CA 93308
004-101-007	MULLINS KATHERYN A TRUSTEE (for) MULLINS MARITAL TR 1/20/96	PO BOX 156	SOLVANG CA 93464
004-101-008	4825 SANDYLAND 8, LLC	1359 SWEETWATER AVE	CAMARILLO CA 93010
004-109-001	GPREV, LLC	2086 CERVATO DR	CAMARILLO CA 93012
004-109-002	DUNCAN, M B SEPARATE PROPERTY TRUST	PO BOX 21235	BAKERSFIELD CA 93390 1235
004-115-001	MARINA SHORES, LP	4681 SIERRA MADRE RD	SANTA BARBARA CA 93110
004-115-002	MARINA SHORES, LP	4681 SIERRA MADRE RD	SANTA BARBARA CA 93110
004-115-003	MARINA SHORES, LP	4681 SIERRA MADRE RD	SANTA BARBARA CA 93110

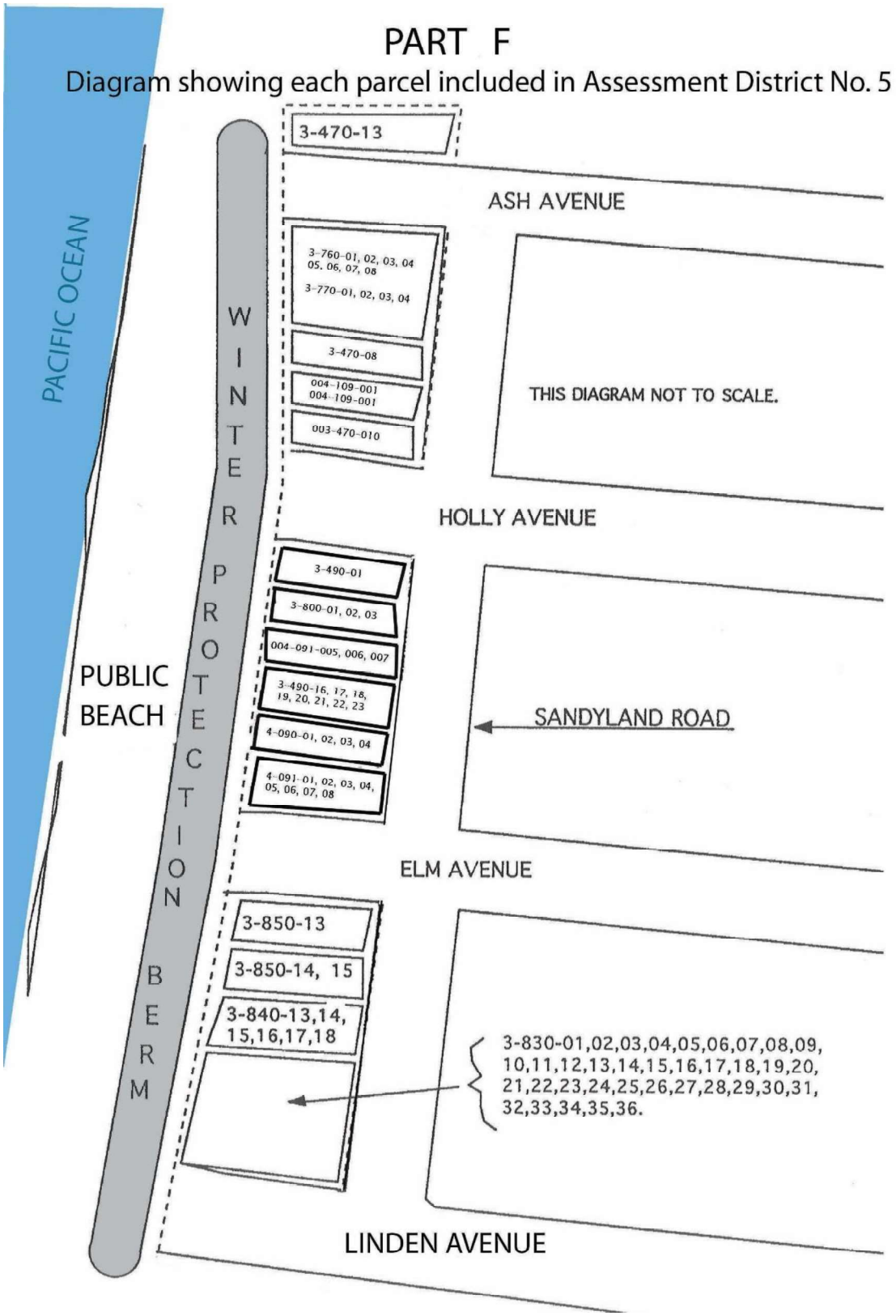
PART F

A diagram showing each parcel

included in Assessment District No. 5

PART F

Diagram showing each parcel included in Assessment District No. 5



PART G

Collection Statement

Collection Statement

The Collection of Assessment District No. 5 funds may take place after the construction, maintenance and / or removal of each season's project. Should in good faith, the City of Carpinteria construct the winter protection berm as described in the Park, Recreation, and Community Services Director's report, and subsequently, the proposed assessments be adopted, the district will reimburse the City of Carpinteria for the current season's project costs to the extent described in the Engineer's report.

PART H

Unpaid Assessment Statement

Unpaid Assessment Statement

The total principal sum of unpaid assessments for all properties within the City of Carpinteria's Assessment District Number Five's boundaries which remain unpaid as computed pursuant to paragraph (1) of Subdivision (b) of §2961 of California's Streets and Highways Code known as the Majority Protest Act of 1931 is $0.00 The total true value, as near as may be determined, of the parcels of land and improvements which are proposed to be assessed is equal or greater than $90,400,000.00 computed pursuant to paragraph (2) of subdivision (b) of §2961 of California's Streets and Highways Code known as the Majority Protest Act of 1931.

Agenda Section: Other Business
Agenda Item No.: 15
Council Meeting Date: May 27, 2025

City of Carpinteria

COUNCIL AGENDA STAFF REPORT

ITEM FOR COUNCIL CONSIDERATION

Community Pool Facility Condition Assessment

STAFF RECOMMENDATION

Receive and file the Community Pool Facility Condition Assessment and provide direction to staff as appropriate.

Sample Motion: I move to receive and file the Community Pool Facility Condition Assessment.

BACKGROUND

In December of 2024, City staff issued a Request for Proposals (RFP) for professional services to complete a Community Pool Facility Condition Assessment. This assessment was prompted by ongoing staff observations of visible wear and tear, and age-related issues at the Community Pool facility.

It is generally considered best practice for public facilities to maintain an equipment replacement schedule. However, City staff could not verify the exact age or condition of much of the pool equipment and therefore retained a consultant with specialized expertise.

Four responses to the RFP were received and evaluated based on consultant qualifications, the experience of key personnel, responsiveness and availability, understanding of the project scope, and past performance. A review panel composed of staff from the Parks, Recreation and Community Services Department and the Public Works Department selected Counsilman-Hunsaker ("Consultant") as the most qualified firm based on their strong qualifications, clear understanding of the project, and excellent client feedback. The City entered into an agreement with the consultant on March 7, 2025.

On April 1, 2025, the Consultant conducted an on-site assessment of the Community Pool. The visit included meetings with staff from the Parks, Recreation and Community Services Department, Public Works Department, and Community Development Department. During these meetings, staff and the Consultant reviewed known equipment

issues, shared operational observations, and held in-depth discussions regarding the daily and long-term maintenance needs of the pool facility. The assessment also included a physical inspection of the pool, pool deck, mechanical systems, and bathhouse (locker rooms). Following the visit, staff provided the Consultant with supporting documentation, such as equipment purchase records, maintenance logs, and other relevant materials pertaining to pool operations and maintenance.

DISCUSSION

The consultant's final report, "Carpinteria Community Pool Audit" (Attachment A), identifies multiple high-priority maintenance and capital improvement needs. While the core structure of the pool is sound, the report highlights numerous system deficiencies—including deteriorating mechanical components, aging equipment, ADA non-compliance in the bathhouse, and significant repair needs for the pool deck and cantilevered gutter.

The estimated cost to fully address the consultant's recommendations is $969,382.95 (Attachment A, p. 39). This estimate does not include required bathhouse renovations or electrical system upgrades, which will be evaluated separately by staff in coordination with licensed professionals. A phased cost plan provided in the report outlines a potential five-year timeline, with Phase One improvements totaling $218,954.84.

These findings come at a time when the City is facing ongoing fiscal pressures. Costs for law enforcement, City programs, and capital improvements have all increased significantly, while core revenue sources—such as sales tax (including Measure X), property tax, and transient occupancy tax—have remained relatively flat. The uncertainty surrounding federal policies, including potential changes to tariffs, immigration, and trade, adds another layer of economic volatility that may impact local businesses and tourism revenues.

As a result, the City currently does not have a dedicated funding source available to address the scale of pool-related needs identified in this report. To meet current and future infrastructure needs and the long-term goals of the community, the City will need to establish a significant additional source of ongoing funding and pursue external grants to help bridge the growing gap between available resources and necessary investments.

The next step in this process is to develop a detailed work package (i.e., list of all project associated tasks) based on the recommendations in the report. The work package will help staff to determine whether the recommended improvements should be classified as maintenance (non-capital expense) or a capital project (capital expense). This classification will guide the development of either an operating budget or a capital improvement budget. Once the work package and cost estimates are finalized, staff will return to the City Council with an update and a preliminary budget. This preliminary budget will serve as the basis for identifying and pursuing potential funding sources to support project implementation.

Attachment B includes the presentation on the Community Pool Facility Needs Assessment.

POLICY CONSISTENCY

This project aligns with City Council Goal 3: "Take Steps to Address the Fiscal Sustainability of the City" by enabling proactive planning for capital repairs and avoiding costly emergency maintenance. The assessment identifies aging systems and needed improvements, allowing the City to extend the life of pool infrastructure through scheduled, cost-effective upkeep. This approach reduces the likelihood of unplanned shutdowns, which can disrupt programming, impact revenues, and increase long-term costs. Reliable facility operations also ensure uninterrupted community services, preserving public trust and stable program participation. Together, these efforts support long-term financial stability and operational efficiency for the City.

FINANCIAL CONSIDERATIONS

No Additional Funding Requested. Minimal staff time to prepare the report is included in the Adopted FY 2024-25 General Fund Budget. The consultant's report estimates a total cost of **$969,382.95** to address the identified improvements, not including bathhouse renovations or electrical system upgrades.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

None.

OPTIONS

1. Receive and file the Community Pool Facility Condition Assessment.
2. Receive and file the Community Pool Facility Condition Assessment and provide direction to staff as appropriate.
3. Do not receive and file the Community Pool Facility Condition Assessment and provide direction to staff as appropriate.

PRINCIPAL PARTIES EXPECTED AT MEETING

Bo Ilgenfritz, Councilman-Hunsaker

ATTACHMENTS

Attachment A Community Pool Facility Condition Assessment Audit Report
Attachment B Community Pool Facility Condition Assessment presentation

Staff contact:
Jeanette Gant, Director
Parks, Recreation and Community Services Department
(805) 755-4449, jeanetteg@carpinteriaca.gov



Signature

Reviewed by: Ryan Kintz, Assistant City Manager
(805) 755-4400, ryank@carpinteriaca.gov



Signature

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



Signature

ATTACHMENT A

Carpinteria Audit Report

Counsilman · Hunsaker
AQUATICS FOR LIFE

CARPINTERIA AUDIT REPORT

Competition Venues

Water Parks

Universities

Park & Recreation

Resorts

Spas

Wellness

K-12

PROJECT NAME: Carpinteria Community Pool

LOCATION: Carpinteria, CA

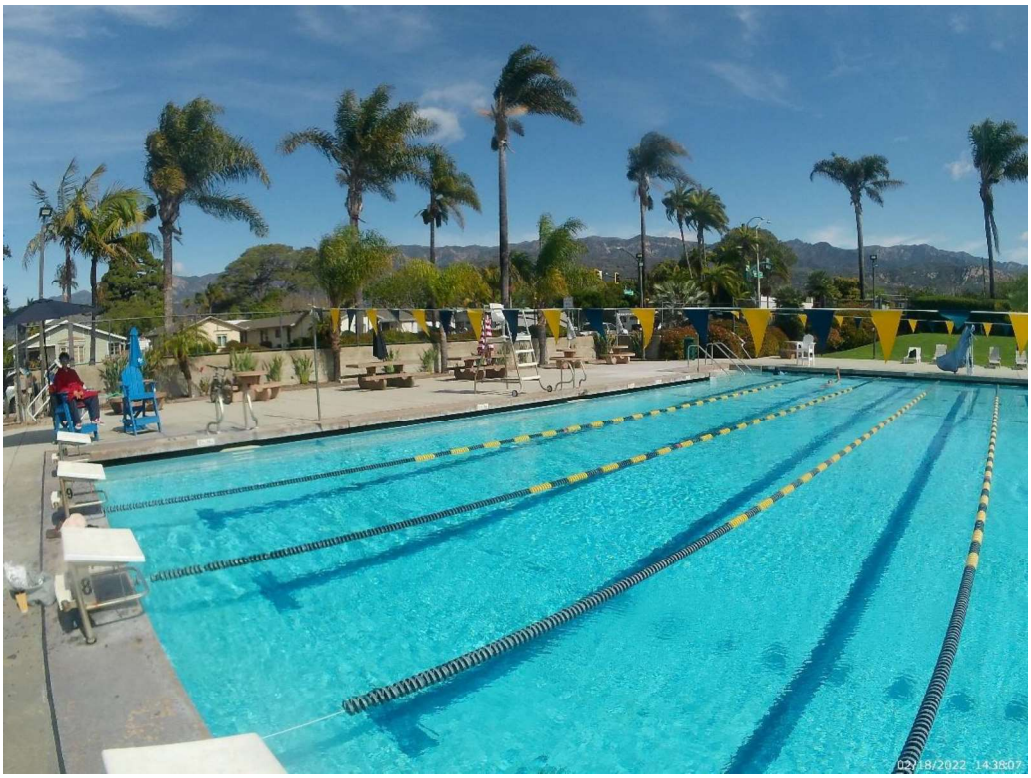
ATTENTION: Jeanette Gant

CH OBSERVATION DATE: April 1st, 2025

REPORT BY: Bo Ilgenfritz

REPORT SENT: May 22nd, 2025

ATTENDANCE: Bo Ilgenfritz, Rich McGonegle, Jeanette Gant, Mitch Perkins, Manny Gonzalez, Kalyn Pina, Tiffany Smith, Josefina Arechiga



Dallas ▪ Denver ▪ San Diego ▪ St. Louis
310.734.2282 ▪ www.chh2o.com
2888 Loker Ave E ▪ Suite 110 ▪ Carlsbad, CA 92010

Contents

I. EXCUTIVE SUMMARY 3
II. GENERAL INFORMATION: 4
1. COMMUNITY POOL 4
III. POOL CONDITIONS AND RECOMMENDATIONS 5
1. STRUCTURE AND FINISH 5
2. PERIMETER OVERFLOW SYSTEM 6
3. MAIN DRAINS 7
4. POOL INLETS 7
5. POOL MARKINGS 8
6. UNDERWATER LIGHTS 10
7. INGRESS/EGRESS & RAILS 10
8. STARTING BLOCKS AND OTHER EQUIPMENT 12
9. LIFEGUARD CHAIRS, SAFETY EQUIPMENT, AND SIGNAGE 14
10. DECKS AND DRAINAGE 17
11. BATH HOUSE 19
IV. POOL MECAHNICAL CONDITIONS AND RECOMMENDATIONS 25
1. PIPING, SUPPORTS, & VALVES 25
2. PUMPS, MOTORS, & VFDS 26
3. FILTRATION & BACKWASH 28
4. CHEMICAL TREATMENT 29
5. MAKE-UP WATER 33
6. POOL HEATING 34
7. ELECTRICAL 35
8. MECHANICAL & CHEMICAL SPACES 36
9. MISCELLANEOUS 36
V. SUMMARY OF RECOMMENDATIONS 37
1. POOL ITEMS 37
2. MECHANICAL ITEMS 38
VI. COST ESTIMATION 39
1. COMPREHENSIVE 39
2. PHASED APPROACH 41
3. A LA CARTE 44
VII. CONCLUSIONS 47

I. EXCUTIVE SUMMARY

The City of Carpinteria commissioned Counsilman Hunsaker to assess its Community Pool for the physical condition along with compliance with California pool code and federal regulations. At the time of inspection, the pool was operational and in use by patrons. The pool itself was in good condition, for the age of the facility. The expected lifespan of a concrete pool is 50-75 years, and the pool is likely nearing the half-way point in its service. With repair and system upgrades, the pool can continue to operate for a long time.

The pool basin appears to be in good condition. No cracking was observed in concrete structure. The pool finish was generally in good condition, with isolated areas of delamination. The plaster finish is still under warranty, and the city should contact the provider for repairs. The cantilevered deck over the pool gutter is in bad condition and should be replaced. The depth marking and warning signs are wearing and should be replaced to ensure visibility of the messages, as well as to increase the occurrence to meet current code. The pool deck itself is in fair condition and does not need immediate replacement. A deck replacement may be logical with the cantilevered gutter replacement to ensure a deck that is aesthetically and structurally similar. The pool starting blocks are showing wear and tear and need to be repaired to ensure user safety.

The recirculation system is showing signs of age and requires some attention. The system is lacking automation in the chemical and pump controls. The systems should be upgraded to include full automation for both chemical delivery and VFD control of the pump. The automation will ensure water chemistry is kept in acceptable ranges and will save the city the maximum amount of energy. The filter tanks are reaching the end of the expected life for outdoor fiberglass tanks. The filter system also contains several damaged components that need repair. The city should replace the system soon. If this is not done immediately, the broken components of the filter system should be repaired. The pool heaters are operating as intended but are more than halfway past the expected life for a condensing boiler. The heater does not need immediate replacement, but the city should begin to budget for the replacement.

Areas of the bathhouse were included in the inspection. The fixture count in the locker rooms are compliant with California pool code requirements. The fixtures and surfaces show age and wear, and many of the shower fixtures are not functioning. Multiple ADA violations in the showers and toilets were observed. The city should perform a renovation of the locker room areas to bring the space into ADA compliance and to replace the broken components with new, operational fixtures.

A comprehensive repair of the pool systems would cost roughly $969,382.95. This estimate does not include the bath house, or electrical upgrades discussed in the report.

II. GENERAL INFORMATION:

The following section describes the basic parameters of the pool as observed during the site visit and based upon the review of the record drawings provided.

1. COMMUNITY POOL

A. Description: 25-meter by 25-yard rectangular pool with stair alcove used for competition, instruction, and recreation.
B. Perimeter Overflow: Fully Recessed Gutter
C. Finish: Plaster
D. Length: 75'-1"
E. Width: 82'-1 1/4"
F. Surface Area: 6,152 SF
G. Perimeter: 324'-6"
H. Water Depth: Varies from 3'-6" to 7'-0"
I. Pool Volume: 247,350 gallons
J. Design Flow Rate: 687 GPM
K. Observed Flow Rate: 830 GPM
L. Code Turnover: 6 Hours
M. Design Turnover: 6 Hours
N. Observed Turnover: 4.97 Hours



III. POOL CONDITIONS AND RECOMMENDATIONS

The following section will discuss the observed condition of the pool, deck, deck equipment, and bathhouse and give recommendations to remedy any deficiencies. The observations are based on visual inspection of the facility, staff interviews conducted on site, and documentation provided by the owner. Photos are present in each section to depict the deficiencies found and occur in the order that they are discussed in the written section.

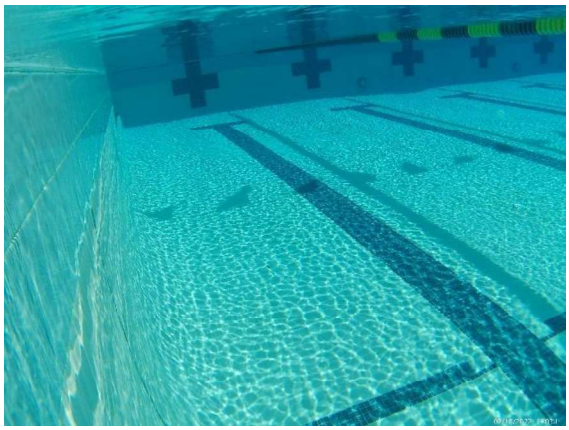
1. STRUCTURE AND FINISH

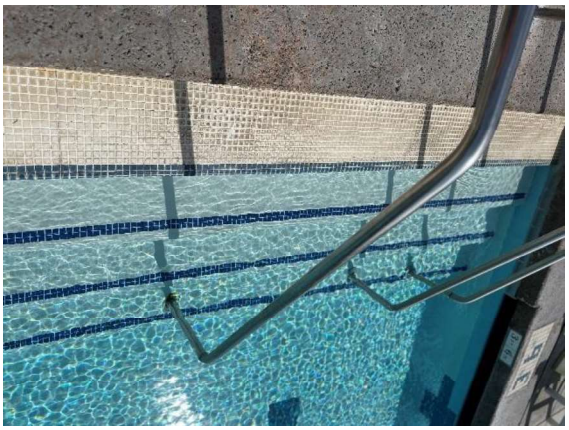
The Carpinteria Community Pool contains a plaster finish, with a vertical tile band and a tile finish on the first tread of the stair. According to documentation provided by the owner, the plaster was replaced at the end of 2016. The contract for the last plaster replacement contains a "15yr guarantee" for the finish. The warranty expires in 2031. The plaster appears to be in good condition. Major signs of cracking were not observed. Flaking around one of the inlets was observed. The finish is stained on the walls and has debris on the floors. The tile finish on the top tread of the stair is stained. Some of the grout is beginning to crack. No major damage was observed in the pool tile band.

No major cracks were observed in the pool structure. The owner stated that there was no water loss detected. The minimum required course size for NHFS water polo is 25-yards, by 45-feet, by 2M (6'-7") of depth. The existing pool does not contain a compliant course for water polo. The area of the pool with compliant depth is 25-meters in length by roughly 18'-1" in width. The pool has a 25-meter by 45-foot area at 6'-0" of depth and greater.

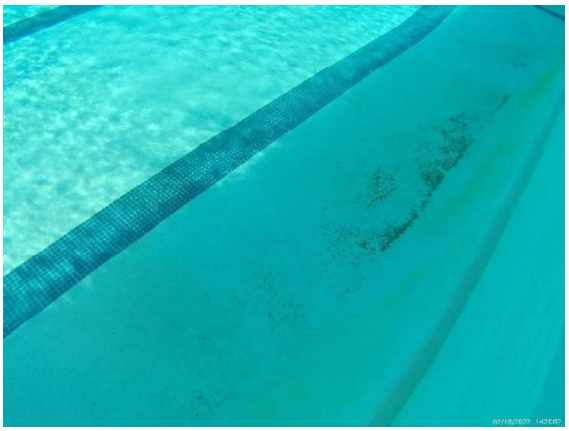
Recommendations: The structure and finish of the pool is in good condition and does not require any major repairs.

- The city staff should brush the walls and vacuum the pool regularly. Wall staining and debris is common in outdoor facilities and regular upkeep is required.
- Clean the top stair tread. Replace damage tile and re-grout as needed.
- The damaged plaster is not a major concern. If the city wishes to address this, it should be done the next time the pool is drained. The city should contact the plaster company to inquire if the "15yr guarantee" will cover this work. To address the localized plaster damage, chip out the plaster around the damaged area until bare concrete is found and re-plaster in the localized area.







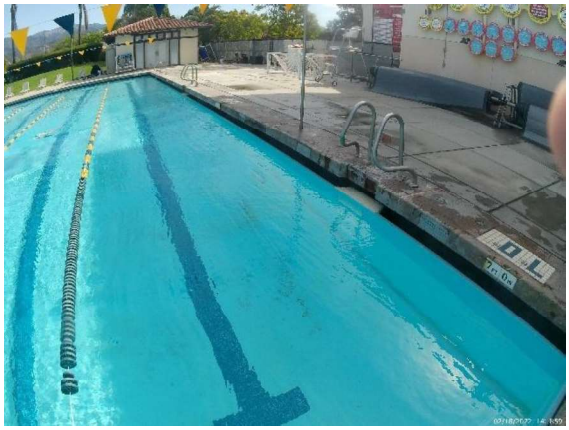


2. PERIMETER OVERFLOW SYSTEM

The Carpinteria Community Pool contains a concrete fully recessed gutter. The gutter consists of an overflow channel and a cantilevered deck section. This section will discuss the overflow channel.

The overflow channel does not appear to be out of level. Ther are no portions of the rim that are dry, and the water appears to be flowing continuously around the entire pool. The handhold tile on the rim appears to be in good condition, with no major damage visible. The channel has one gutter drop out location, connected directly to the surge tank with a grating.

The surge tank has dimensions of 12’-0” x 10’-0” x 11’-6” deep. These dimensions provided ample surge capacity for the pool.





3. MAIN DRAINS

The Carpinteria Community Pool contains two main drain sumps. The size of the sump itself could not be verified during the visit, or through the record drawings provided. The depth of the sump could not be verified for VGB compliance. The record drawings show the original grates were installed as 18" x 18." This size of grate is capable of flowing enough water to comply with federal VGB regulations, assuming the appropriate sump depth. The main drain covers were replaced during the last plaster replacement, in 2016.

Recommendation:

- The city should verify the expiration date of the existing main drain sumps with the documentation provided during the replacement and plan to replace the covers prior to the expiration date. Typical cover life spans are 7, 10, or 25 years, so the drain covers may be nearing expiration.



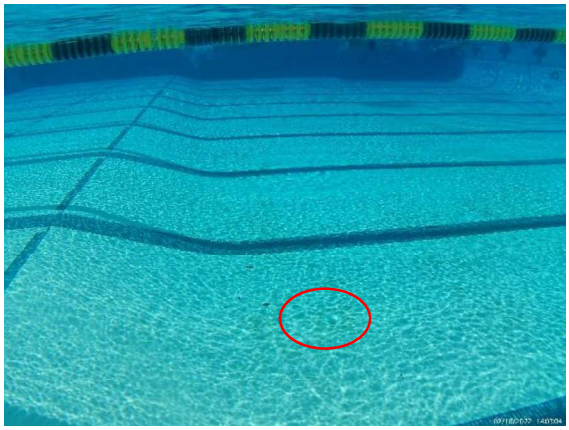
4. POOL INLETS

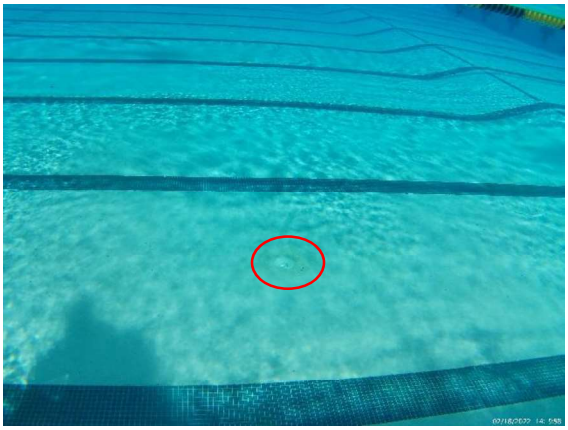
The Carpinteria Community Pool contains thirty (30) floor inlets operating at 27.7 GPM each based on the observed flow rate. The floor inlet covers are missing. The staff stated that the floor

inlet cover threading was stripped during the last re-plastering and the covers do not remain in place.

Recommendation:

- The floor inlets covers are required and create a safety hazard for bathers, particularly in the shallow areas where patrons can walk. The thickness of the existing concrete was not shown in the record drawings provided, and therefore it is not possible to say how feasible a full inlet replacement would be. A full inlet replacement would require removal of the existing concrete to expose the supply piping below. If the concrete is not thick enough, this operation would create a hole in the pool floor. The simplest course of action would be to use a clear PVC glue to secure the fasteners in the threading. This would permanently hold the covers in place but remove the ability to adjust the flow through the inlet.



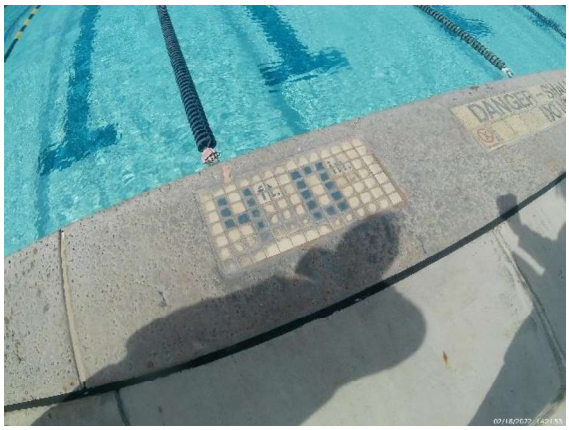


5. POOL MARKINGS

The Carpinteria Community Pool contains horizontal and vertical depth markers. The horizontal depth markers on the cantilevered portion of the deck are worn and starting to become difficult to read, showing signs of corrosion from some of the deck damage, and some of the grout is starting to fail. The vertical depth markers are co-located with the horizontal markers, and appear to be in good condition, with some staining from the deck corrosion. “No Diving” markings are placed around the pool, but the spacing does not meet the code required spacing. CBC 31105B.5 requires that no diving markings are spaced every 25 feet. In the Northeast corner of the pool, the markings are 40 feet apart. The floor markers and wall targets appear to be the appropriate size and location for NFHS (High School) and USA Swimming requirements based on the time the pool was built. Each 8’-2” lane contains a tile number marking. These marking do not match the block numbers in the lanes. The code required safety line at 4’-6” of water depth is present.

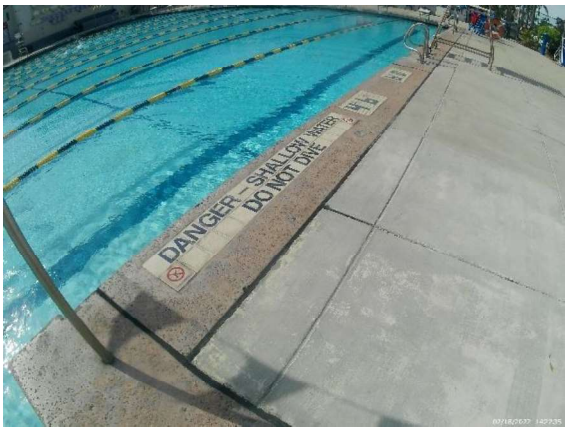
Recommendation:

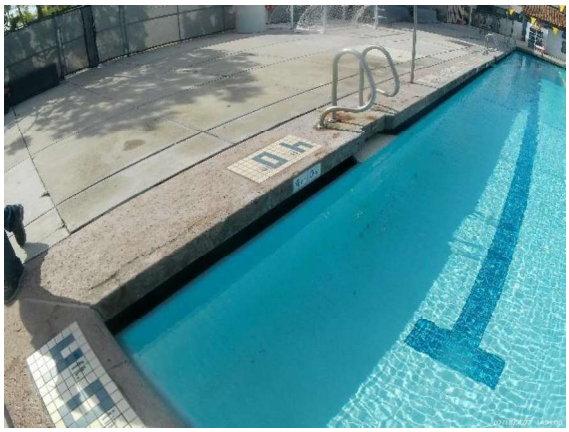
- The worn depth markers need to be replaced, and no-diving signs need to be added to meet current code requirements. A replacement of the cantilevered portion of the deck will be recommended in section 3.10. As part of that work, the markings should be addressed.



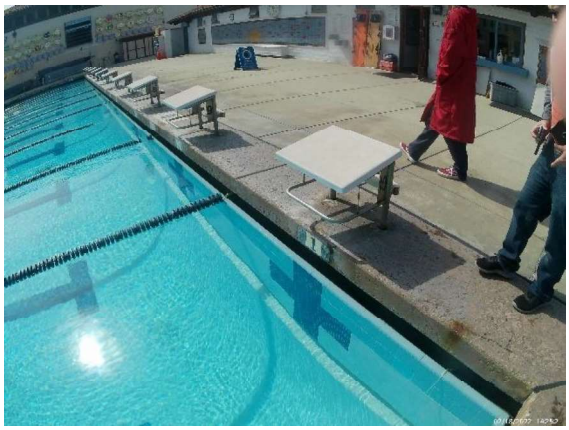



WATER
NO DIVING


DANGER- SHALLOW WATER
DO NOT DIVE



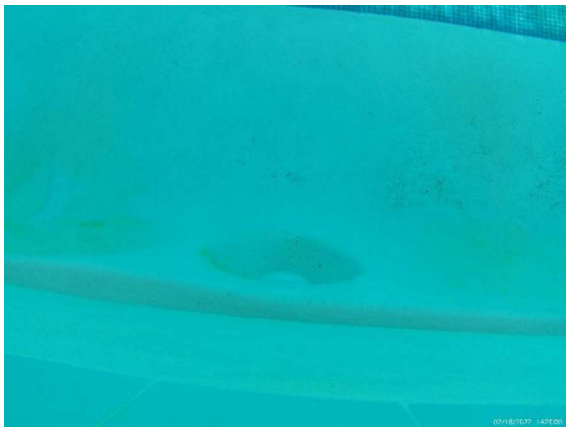


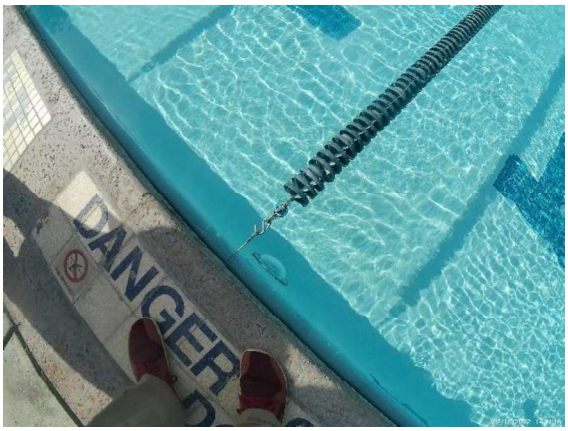




6. UNDERWATER LIGHTS

The Carpinteria Community Pool contains sixteen (16) underwater light fixtures. California code does not require a specific light level, but this number of fixtures should provide adequate lighting to meet code requirements. The fixtures are recessed into the pool shell in the deeper portion of the pool. The fixtures have recently been replaced with LED lights, and the operator states the lights are operating properly. The lights were not on during the daytime visit.



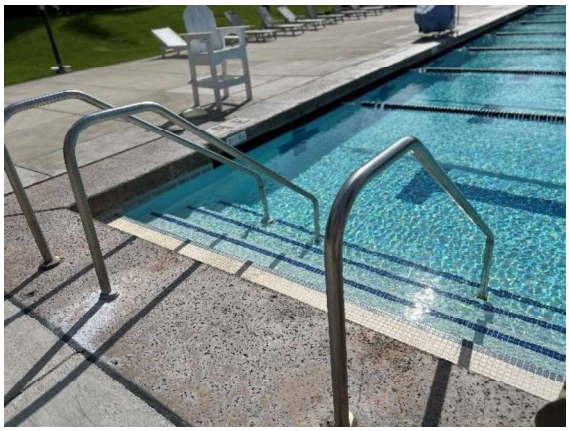


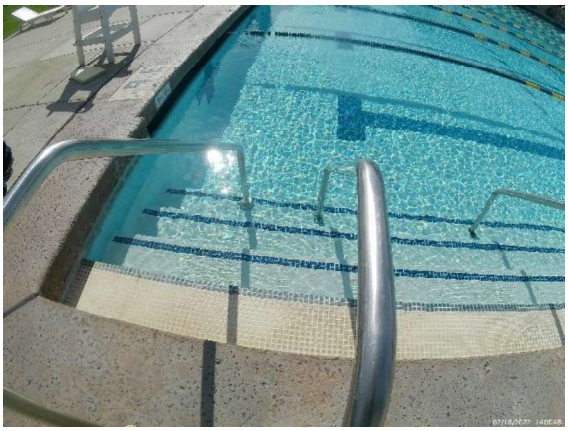
7. INGRESS/EGRESS & RAILS

The Carpinteria Community Pool contains a stair entry, an ADA lift, and five (5) grab rails and recessed steps. The stair entry lands at the code required depth of 3’-6”. The stair contains three rails, two of which are 22 inches apart. The rails were measured at 34 inches high. The two rails are compliant with ADA requirements for pool stairs. The three handrails appear to be uneven in dimension, and they are loose. The escutcheon plates at the base of the stair are different, and one is missing. The ADA lift was covered during the visit. The staff stated that the lift is operational. ADA 1009.2.7 require that the lift is ready for use by a patron without assistance from a staff member. The grab rails were installed with recessed steps, and the top tread was a tiled surface at the water level. The tile appears to be in good condition, with some cleaning required. The grab rails are loose.

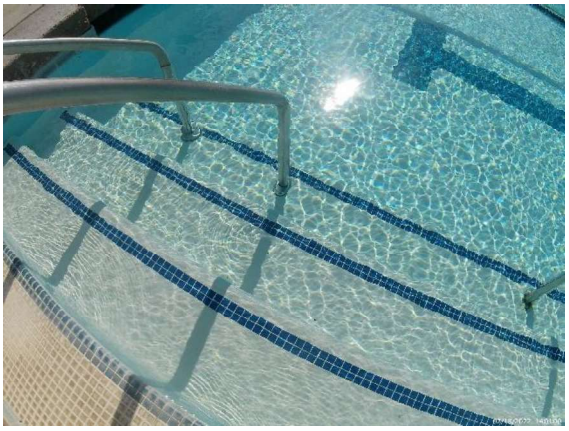
Recommendations:

- All rails should be tightened to ensure minimal rail movement.
- All stair escutcheon plates should be replaced with matching units.
- Ensure the lift is uncovered and operational during open hours.

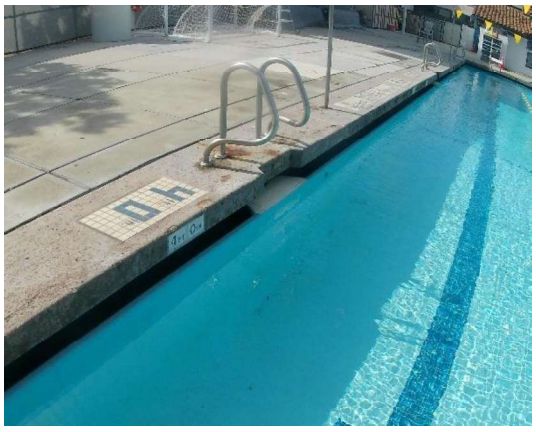












8. STARTING BLOCKS AND OTHER EQUIPMENT

The various deck equipment items are discussed below:

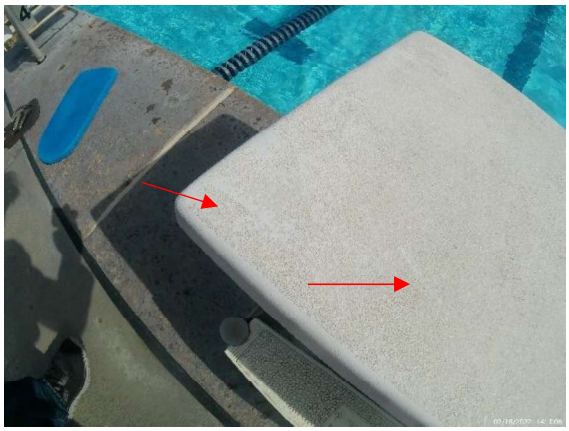
- Starting blocks are provided in all ten lanes. The blocks are dual post Paragon blocks with a rear step. The rear steps have been replaced recently. The blocks are installed with a water depth of 7'-0". The blocks appear to be solid, and not too loose. The non-slip coating on the top of the blocks is beginning to fail. The blocks are not supplied with the required safety warning stickers, nor are they covered.
- Backstroke stanchions are present in the 25-yard direction. Stanchions are correctly location 15'-0" from the pool wall. No false start rope is provided.
- The pool has both in-deck and float water polo goals. The anchors for the in-deck water polo goals were not used and left uncovered during the visit. The goals appeared to be in good condition.
- No diving boards are present at the pool. The pool Is not deep enough for diving.
- The pool does not contain an in-deck timing system. The facility owns a functional timing system that utilizes over deck cabling. The scoreboard is functional and is accessed via a cable hanging next to it on the deck.
- The facility has pool covers, and the pool covers were in use when CH arrived on-site. The covers appeared to be in fair condition. No major rips were observed on the covers. The covers do not need immediate replacement. The typical pool cover life span is 5-7 years due to the constant wet/dry cycle and the wear and tear from taking them in and out. This product is a wear item, and the city should budget for replacement.
- The swimming lane ropes appear to be in good condition. The water polo lane ropes were stored in a large tank, as opposed to on a reel.

Recommendations:

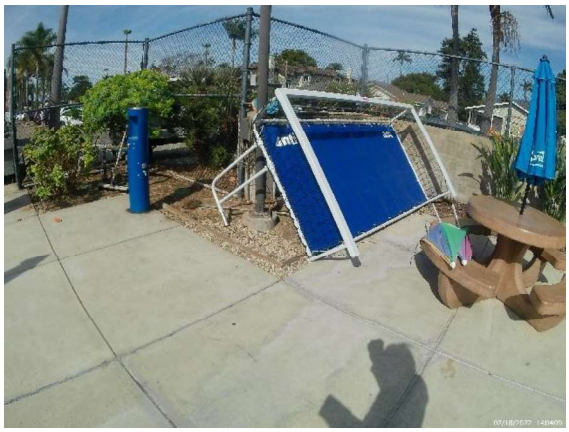
- The block tops need to be re-finished to ensure user safety.
- The missing safety stickers need to be applied to the blocks. This should be done when the blocks are re-finished. The stickers must read:
    - "Warning – For Use by Trained Competitive Swimmers Only"
    - "Execute Shallow Racing Dives Only - Impact with Pool Bottom Can Cause Permanent Injury."
- The facility should cover the blocks to prevent patrons from using the blocks during normal operation. Dedicated block covers are an option. Other less expensive solutions such as cones exist.
- The open anchors are a safety hazard for patrons. The water polo anchors should be covered when not in use.
- The pool covers are a wear item. They do not need to be replaced immediately, but the facility should plan budget for replacement when they begin to fail.
- The facility should use a lane line reel for lane rope storage. The reel will be easier for staff to use and will help the lane ropes dry properly after they are removed from the pool.



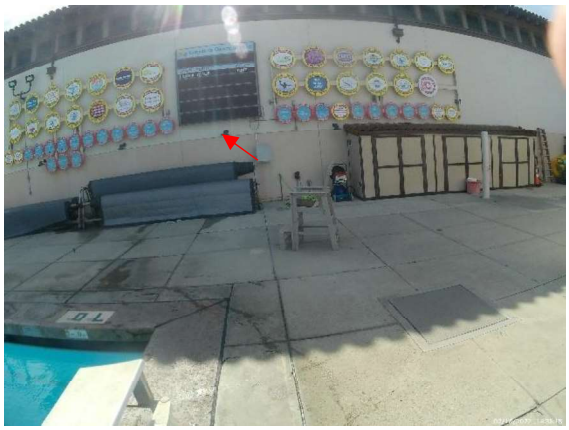






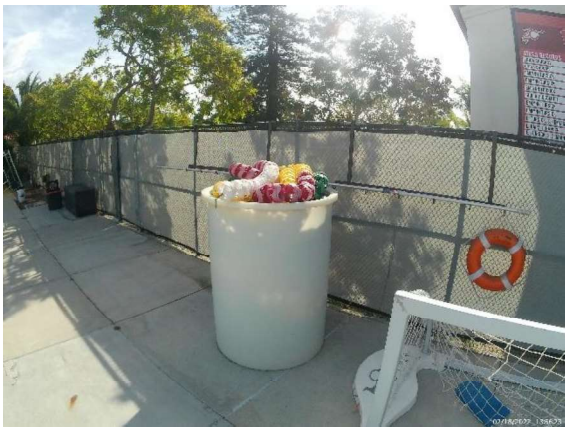












9. LIFEGUARD CHAIRS, SAFETY EQUIPMENT, AND SIGNAGE

There were six (6) lifeguard chairs observed around the deck. The chairs were a combination of highchairs, and deck level chairs. These chairs were all moveable. The facility appears to have the chairs needed to properly guard the facility for different programming.

The facility appears to have all required safety and water chemistry testing equipment. The ring buoy and life hook are provided, but they are stored behind a deck equipment storage area and may be difficult to see and retrieve during an emergency. The facility has two (2) spineboards, located near the guard office. Also located near the office, there is a first aid kit which appears to have all the necessary components. An emergency telephone is located in the guard office.

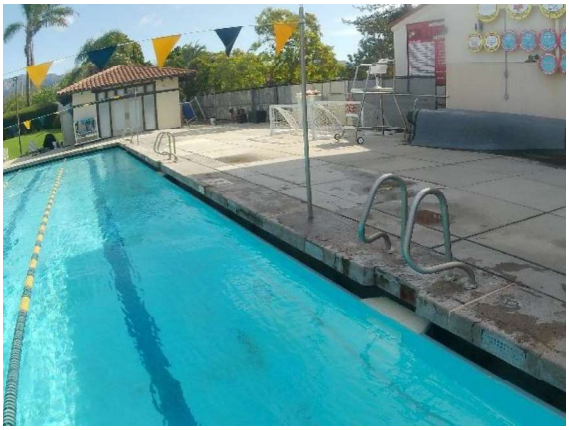
The facility appears to have all the signage required by CBC 3120B, except for one.

- The maximum pool capacity is posted on the bathhouse.
- The No Diving sign is set up as the patrons leave the locker room.
- The CPR sign is posted adjacent to the AED and guard office
- There is an Emergency Phone sign, but it does not mee the requirements of CBC 3120B.6. The code requires "*The emergency telephone number 911 with numbers not less than 4 inches (102 mm), the number of the nearest emergency services and the name and street address of the pool facility with numbers and text not less than 1 inch (25 mm) shall be posted*."

- No “Keep Gate Closed” signs were observed.
- The Diarrhea sign is posted as patrons enter the locker room.

Recommendations:

- Move deck equipment storage, or safety equipment, so that the safety equipment is easily accessible during an emergency.
- The emergency phone sign does not meet requirements. A new sign should be purchased and posted next to the guard office.
- A sign must be posted on the exterior of all gates into the pool enclosure that says, “KEEP GATE CLOSED” or “KEEP DOOR CLOSED.”

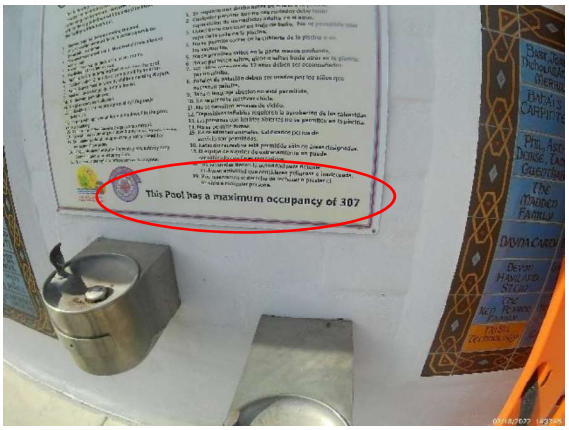


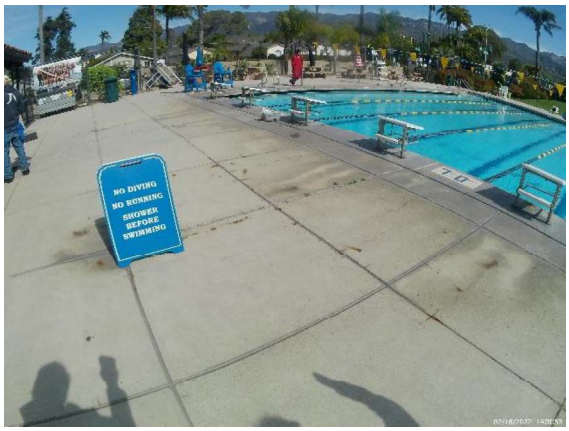


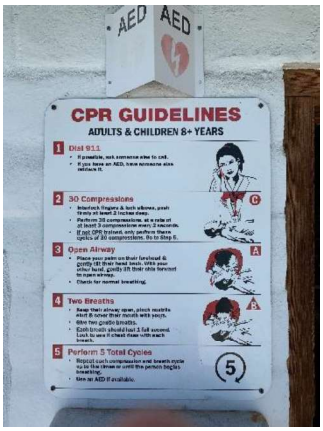














No KEEP GATE CLOSED sign observed





10. DECKS AND DRAINAGE

The Carpinteria Community Pool has a concrete deck with a cantilevered portion over the gutter, and area drains. The deck itself is in fair condition based on the age of the facility. The deck has some cracking, and some staining. The deck has maintained its slope to the area drains, and the water on deck appeared to be mostly in the areas of the drains or moving towards them. The condition of the deck is as would be expected of a facility that is over 30 years old in a high seismic region. The cantilevered portion of the gutter is in poor shape. This section of the deck has major cracking, corrosion from the rebar bleeding through and staining surround items, and the flexible sealant between the gutter portion and the deck is missing in many locations. This portion of the deck is not provided with any access points to the gutter channel below, making cleaning difficult.

Recommendations:

- The cantilevered portion of the deck should be replaced in the short term. During the replacement, access points to the gutter channel below should be included, as well as replacing the depth and no diving markings.
- The rest of the deck does not require replacement immediately. If the city is going to mobilize a contractor to replace the cantilevered portion of the deck, it may make sense to replace the entire deck to avoid a second mobilization and to ensure a common aesthetic.













11. BATH HOUSE

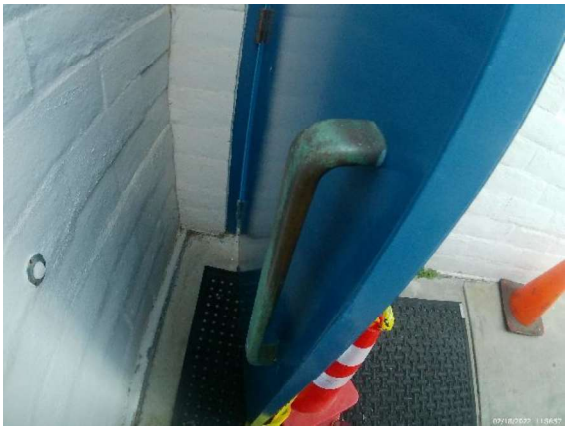
The following sections will discuss the state of the bath house. The pool code is primarily concerned with the fixture count. Additional commentary will be provided to discuss ADA requirements and the general state of the spaces. A comprehensive ADA study done in 2015 was provided as background information. This report should be referenced for a complete analysis of the facilities ADA compliance.

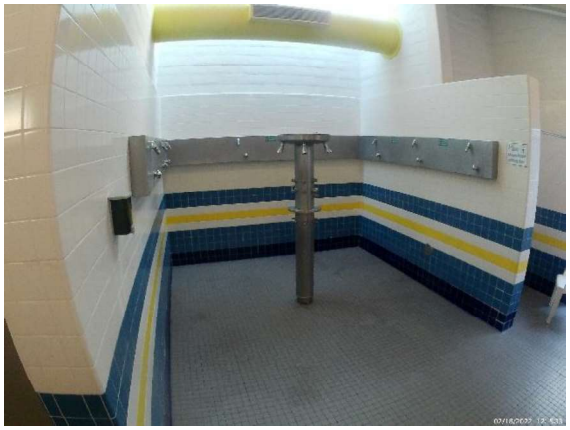
A. FIXTURE REQUIREMENTS

Based on the pool surface area of 6,152 square feet, the pool has a total bather load of 411 persons. The code requires that provisions are provided for 50% Women and 50% Men, so fixtures for 206 women and 206 men must be provided. The code requires 5 showers, 4 toilets, and 3 lavatories are provided for women. The existing facility provides 10 showers, 4 toilets, and 3 lavatories. CBC 3116B.2 requires 5 showers, 3 toilets, 3 urinals, and 3 lavatories are provided for men. The existing facility provides over 10 showers, 3 toilets, 3 urinals, and 3 lavatories. The fixture count in the existing bathhouse is compliant with California Pool Code.

B. WOMEN'S LOCKER ROOM

The shower area of the women's locker room is in poor condition. The door hardware entering and exiting the space is beginning to corrode. The shower tower in the shared shower space does not function. The showers along the wall function, but the water temperature is inconsistent. The domestic water heater regularly breaks down and requires maintenance to fix it. There is an electrical plate over the shared shower space that is broken. The showers in the shared space have missing or broken hardware. The shower stalls are missing escutcheon plates and a hole in the wall is accessible to patrons. The shower stalls are not compliant with ADA regulations 608. The benches in the shower stalls are missing fasteners. The screen on the skylight is damaged. One of the toilets is leaking when it is flushed. No family or gender-neutral restrooms are provided.

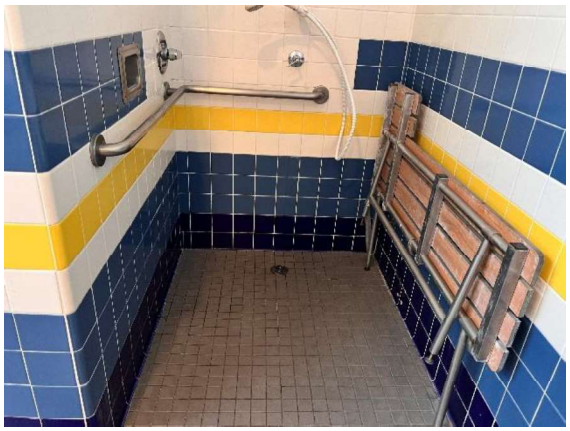




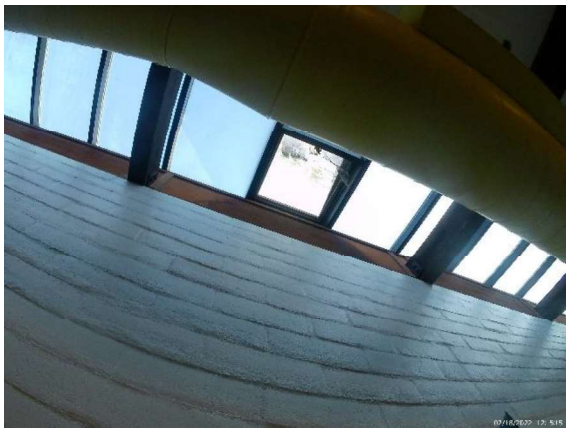










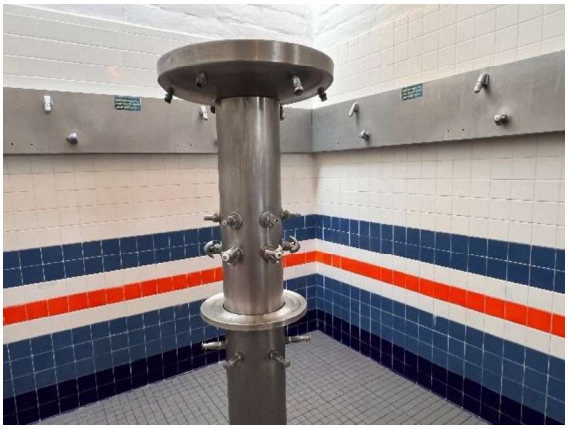




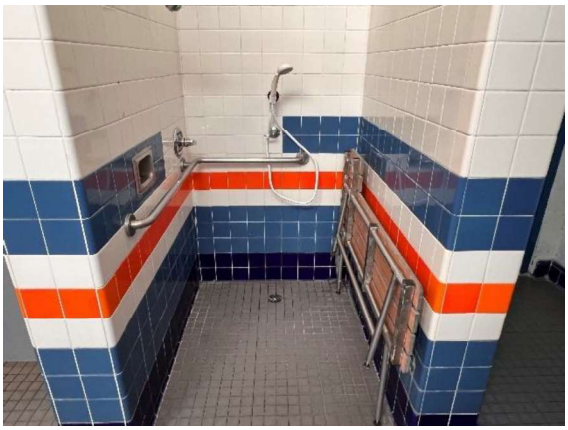


C. MEN'S LOCKER ROOM

The shower tower in the men's locker room is working, except for one fixture. The tower does not contain nozzles. The soap dispenser on the tower does not work. The shower stall is not compliant with ADA regulations 608. The bench in the shower stalls is missing fasteners. The escutcheon plate is present, but heavily corroded. Water damage was observed on the wood around the skylight fixture. One of the light switches on the exit is missing a switch, and the hole is not covered. The MEN'S sign on the exit door of the locker room is missing. No family or gender-neutral restrooms are provided.












D. ADA OBSERVATIONS

The following list contains the observations regarding the ADA compliance of the restroom facilities.

- In the Women's Restroom, the **size of the ADA shower compartments** were observed at 44 ½ inches wide by 55 inches long and 41 ½ inches wide by 47 ½ inches long. In the Men's Restroom, the **size of the ADA shower compartment** was observed at 40 inches by 49 inches. Standard ADA shower compartments are specified as either transfer type (36 inches by 36 inches

with specific clearances) or roll-in type (30 inches minimum by 60 inches minimum, or 36 inches minimum by 60 inches minimum, with specific clearances). The observed sizes in both restrooms do not conform to these specified dimensions.

- ***608.2.1 Transfer Type Shower Compartments****. Transfer type shower compartments shall be 36 inches (915 mm) by 36 inches (915 mm) clear inside dimensions measured at the center points of opposing sides and shall have a 36 inch (915 mm) wide minimum entry on the face of the shower compartment. Clearance of 36 inches (915 mm) wide minimum by 48 inches (1220 mm) long minimum measured from the control wall shall be provided.*
- ***608.2.2 Standard Roll-In Type Shower Compartments.*** *Standard roll-in type shower compartments shall be 30 inches (760 mm) wide minimum by 60 inches (1525 mm) deep minimum clear inside dimensions measured at center points of opposing sides and shall have a 60 inches (1525 mm) wide minimum entry on the face of the shower compartment.*

- In the both the Women's and Men's Restroom, the **clearance between the grab bars and the wall** is measured at 1 ¾ inches at the edge and 2 inches at the center. This meets the requirement for space between the grab bars and the wall.
  - ***609 Circular Cross Section.*** *Grab bars with circular cross sections shall have an outside diameter of 1¼ inches (32 mm) minimum and 2 inches (51 mm) maximum.* ***609.2.2 Non-Circular Cross Section.*** *Grab bars with non-circular cross sections shall have a cross-section dimension of 2 inches (51 mm) maximum and a perimeter dimension of 4 inches (100 mm) minimum and 4.8 inches (120 mm) maximum.*
  - ***609.3 Spacing****. The space between the wall and the grab bar shall be 1½ inches (38 mm). The space between the grab bar and projecting objects below and at the ends shall be 1½ inches (38 mm) minimum. The space between the grab bar and projecting objects above shall be 12 inches (305 mm) minimum.*
- The **height of the shower bench** in both the Women's and Men's Restrooms is observed at 18 inches. This height is within the acceptable range for seats in bathing facilities and dressing rooms.
  - ***610.3 Shower Compartment Seats****. … The top of the seat shall be 17 inches (430 mm) minimum and 19 inches (485 mm) maximum above the bathroom finish floor.*
- The **size of the ADA toilet stall** in both the Women's and Men's Restrooms is 5 feet by 6 feet (60 inches by 72 inches). A toilet compartment of this size is capable of containing the minimum required clearance around a water closet, which is 60 inches minimum measured perpendicular from the side wall and 56 inches minimum measured perpendicular from the rear wall.
  - ***604.3.1 Size****. Clearance around a water closet shall be 60 inches (1525 mm) minimum measured perpendicular from the side wall and 56 inches (1420 mm) minimum measured perpendicular from the rear wall.*
- The **door width** for the ADA toilet stalls in both restrooms is 3 feet (36 inches). This width exceeds the minimum clear width required for doorways. However, doors to toilet compartments must not swing into the minimum required compartment area.
  - ***404.2.4 Maneuvering Clearances****. Minimum maneuvering clearances at doors and gates shall comply with 404.2.4. Maneuvering clearances shall extend the full width of the doorway and the required latch side or hinge side clearance.*
  - ***604.8.1.2 Doors****. Toilet compartment doors, including door hardware, shall comply with 404 except that if the approach is to the latch side of the compartment door, clearance between the door side of the compartment and any obstruction shall be 42 inches (1065 mm) minimum.*

- The **clear area in front of the ADA toilet stall** in both restrooms is observed at 4'-7" by 5 feet (55 inches by 60 inches). This area provides sufficient maneuvering clearance at the door so long as the door swings out of the stall. While doors are permitted to swing into the required turning space, they shall not swing into the clear floor space or clearance required for any fixture. The required clearance around the water closet is 60 inches by 56 inches.
    - ***404.2.4 Maneuvering Clearances****. Minimum maneuvering clearances at doors and gates shall comply with 404.2.4. Maneuvering clearances shall extend the full width of the doorway and the required latch side or hinge side clearance.*
        - ***404.2.4.1(h) Latch Approach, Pull Side****. 48 inches perpendicular to the door and 60 inches parallel to the door is required.*
    - ***604.3.1 Size****. Clearance around a water closet shall be 60 inches (1525 mm) minimum measured perpendicular from the side wall and 56 inches (1420 mm) minimum measured perpendicular from the rear wall.*
- The **height of the toilet seat** in the ADA stalls in both restrooms is observed at 16 inches. For adult use, the top of the toilet seat should typically be between 17 and 19 inches above the finish floor. The observed height of 16 inches falls below the requirement for adult use and is within the acceptable range specified for children's use (11 inches minimum and 17 inches maximum).
    - ***604.4 Seats****. The seat height of a water closet above the finish floor shall be 17 inches (430 mm) minimum and 19 inches (485 mm) maximum measured to the top of the seat. Seats shall not be sprung to return to a lifted position.*

E. CONCLUSION & RECOMMENDATIONS

The existing facility meets the fixture count required by the pool code, but the space is in poor condition and contains ADA violations. The city should renovate the space to update the features and bring the entire space into ADA compliance. Please note that the bathhouse renovation will not be included in the pool scope cost estimation.

IV. POOL MECAHNICAL CONDITIONS AND RECOMMENDATIONS

The following section will discuss the observed condition of the pool mechanical systems and give recommendations to remedy any deficiencies. The observations are based on visual inspection, staff interviews, and documentation provided by the owner.

1. PIPING, SUPPORTS, & VALVES

The above grade piping in the mechanical area is colored schedule 80 PVC piping with directional arrows. Leakage or evidence of leaking was not observed during the visit. The piping observed on site and indicated in the drawings is 6 inches for both suction and pressure. CBC 3125B.1 requires that all suction piping is sized not to exceed 6 feet per second in suction and 8 feet per second in pressure. 6-inch Schedule 80 PVC pipe is capable of flowing up to 478 GPM at 6 feet per second, and 638 GPM at 8 feet per second. The current piping system is not compliant with either requirement.

The piping is supported by ground mounted trapeze supports. The piping supports appear to be in good shape and adequately supported.

Valves are present throughout the installations and are butterfly type. The valves appear to be working properly. Valves are not labeled or tagged to identify function. None of the valves appear to be throttled.

Recommendations:

- The piping system is not in compliance with current code. This code violation does not pose a safety risk to the users of the facility. The facility will be grandfathered into the code under which it was built until a major renovation is undertaken. It is recommended that the pool does not undergo a major renovation to avoid health department review. If health department review is required for work performed, the facility should seek a variance to the code section. Replacing the piping, including the underground piping, would be very expensive and would not improve the experience of the bathers.
- All the valves should be identified. It is recommended that valve tags be used, and a corresponding valve chart is placed in the mechanical space. Labeling valves and their function is useful to future pool operators that may not be familiar with the system.







2. PUMPS, MOTORS, & VFDS

The pool uses a single 20HP pump. The pump was replaced two to three weeks prior to the visit. The previous pump was still on site and is intended to be re-built as a spare. The new pump plate lists a design point of 698GPM @ 76 feet of head. The pumps are not supplied with pressure or vacuum gauges. These gauges are required by CBC 3125B.2, and they are useful to operators to verify the flow rate on the pump. Without these gauges, the flow meters cannot be calibrated. The pumps are not supplied with proper reducers. The piping into and out of the pump is dropped from the full pipe size to the pump inlet with bushings. The pump is supplied with a cast iron strainer. Cast iron is not recommended for pool plumbing because it corrodes and can increase the metal content of the water. As cast iron corrodes, it expands, which reduces the flow area.

A Variable Frequency Drive (VFD) is present on site and appears to be operational. The VFD is controlled manually. The pool does not contain digital flow meter, which means that the VFD cannot automatically control the pump to maintain a set point. The benefit of a VFD is that it will reduce the electrical supply to the pump while the filter is clean, and over the filter cycle will ramp up the supply to maintain a specific set point. This operation is most efficient and will save the city the most energy if the VFD is automatically controlled.

The impact flow meter supplied on the recirculation system read 830 GPM during the visit. This cannot be verified due to the comment previous about gauges, but we will assume that it is correct. This is significantly higher than the design flow rate. The system was designed for a lower flow rate, and forcing an extra 150GPM through the system is not recommended. The VFD should be used to reduce the flow rate to the design flow rate of 687GPM. The digital flow meter would automate this process over the filter cycle to provide the maximum energy savings.

Recommendations:

- Install pressure and vacuum gauges on the pump so that the flow rate can be verified. The missing gauges are a code violation.
- Install a digital flow meter and connect it to the VFD for automated operation and maximum energy savings.
- Install a fiberglass or stainless-steel strainer on the pool pump. A reducing type may be used to address the missing reducers around the pump.
    - Due to the limited vertical space in the pump pit, a low profile model will be required.
- Installing reducers would be recommended for the inlet and outlet of the pump. Based on the space available in the pump pit, this may not be possible.
- Reduce the flow rate to the design flow rate.













3. FILTRATION & BACKWASH

The filter system for the Carpinteria Community Pool is a high-rate sand filter, manufactured by US Filter, with two 66-inch diameter tanks. The filter tanks appear to be in good condition, considering their age, with no signs of leaking or corrosion. The exterior coating is showing signs of wear due to the sun. The filters provide a total of 47.5 ft2 of filter area for a design filter rate of 14.5 GPM/SF. This filter rate is within recommended ranges. The filter valves and couplings are damaged. The automated backwash is not functional on the left filter, due to the damaged valve. The backwash piping is secured with harnessing, and the operator stated the piping may come loose if not secured. The filter media was replaced roughly one year ago. The filter backwash is done roughly once a week. The backwash procedure is not posted.

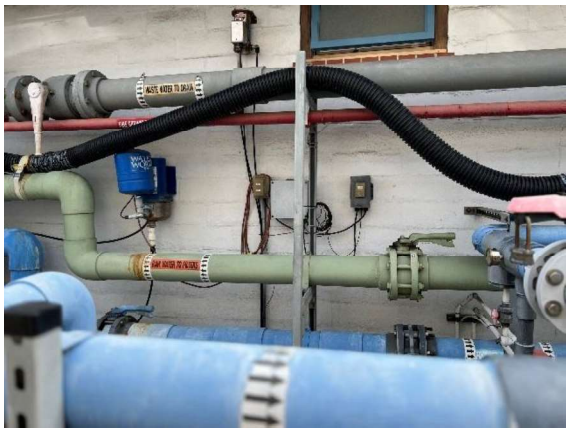
With the current flow rate of 830GPM, the filter rate is pushed to 17.5 GPM/SF. This flow rate exceeds the recommended flow rate of 15 GPM/SF or less. At higher flow rates, the filter can begin to channel and reduce the effectiveness of the filtration. By following the recommendations in section 4.2, this problem will be solved.

Recommendations:

- The filters are original from 1989. This brand is no longer manufactured. The filters are right at the expected life of the filters. The city should begin to plan for a filter replacement.
- Several deficiencies were noted in the filter system. It may not make sense to make these repairs if the filters will be replaced in the very near term. If the filters will not be replaced in the near term, the following should be done:
    - The filter needs a new backwash valve. US Filter was purchased by Knorr Systems and valves are still available through Knorr systems.
    - The filter couplings should be replaced to ensure filter piping does not come loose.
    - If pipes shift during backwash, secure piping with channel and pipe clamps to prevent movement.








4. CHEMICAL TREATMENT

The oxidizer for this pool is provided with three different chemicals: Calcium Hypochlorite, Sodium dichloro-s-triazinetrione (Dichlor), and Sodium Hypochlorite. An Accutab calcium hypochlorite feeder is installed. The feeder is improperly installed with unsecured flexible pipe, and it uses a ball valve instead of a gate valve. The operator stated that the facility has very high calcium in the source water, and if solely Calcium Hypochlorite is used, the calcium hardness and TDS in the water is driven very high. It appears that the three chemicals are all fed through

the Accutab feeder. Accutab feeders are only NSF approved for use with the calcium hypochlorite, supplied by Accutab. CBC 3133B.1.3 requires that feeders are compliant with NSF 50, and therefore the existing system is not compliant with code. All chemicals are purchased and stored in small quantities. A sodium hypochlorite bulk tank is on site but is no longer used.

Muriatic acid is used for the pH buffer. The acid is stored in carboys. The acid is fed through a diaphragm pump. The carboys do not contain any form of vapor containment. The supply line to the recirculation line is unsecured flexible tubing, and no check valve is supplied at the injector.

The recirculation system contains a Pentair Intellizone Ozone secondary sanitization system. The system is not currently functional. The system remains plumbed into the system with all the valves open. The switch to turn on the system booster pump is not functional. The Pentair Intellizone has been discontinued.

The chemical controller is an AK110. The operator states the controller is working. Due to the manual nature of the chemical addition, it is hard to verify this. This make and model has been discontinued, and replacement parts will be difficult to source, and the original warranty has expired.

Warning signs for some of the chemicals in the area are present, however the proper NFPA diamond signs are not provided.

Recommendations:

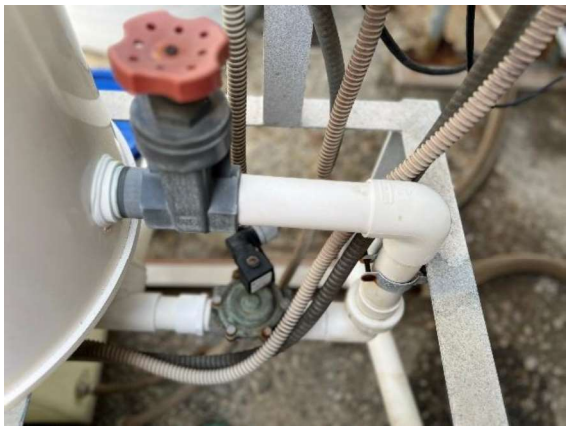
- The chlorine delivery method appears to be fully manual and does not comply with NSF requirements. An automated solution that is NSF approved should be installed.
    - Due to the high calcium in the source water, a sodium hypochlorite system would be recommended. It appears that most of the infrastructure required is available on site.
    - Hard pipe, as opposed to flexible pipe, is recommended for all chemical injection runs.
- The Accutab feeder is not properly installed. Flexible piping and a ball valve are used. If the accutab feeder remains, it should be installed properly to ensure proper operation and compliance with NSF rating.
- The acid delivery piping from the pump to the recirculation line should be replaced with hard pipe. The injector should be replaced so that it contains a check valve. The storage should include a vapor shield.
    - The facility should consider replacing the carboy system with a bulk tank, which would reduce the operator's exposure to the vapor by eliminating the need to change carboys.
- The ozone system should either be repaired, or decommissioned and removed. The unit has been discontinued, so replacement parts may be difficult to source. While the system remains dysfunctional, the system should be drained and isolated from the recirculation line with the existing valves.
- As part of the general chemical system upgrade, a new chemical controller should be installed.
- As part of the general chemical system upgrade, the proper signage for the chemicals used should be installed.






ALKALINITY

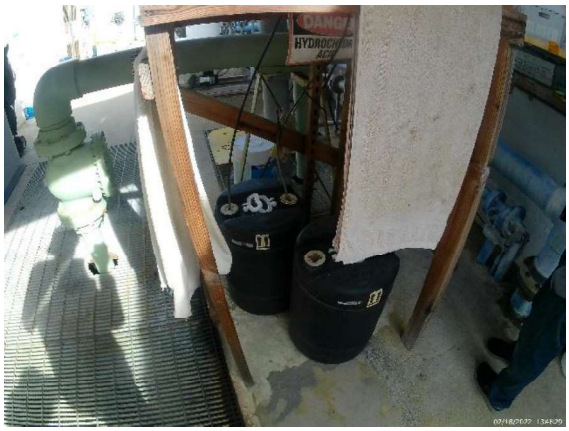









BE CAREFUL
Acid Pump
DANGER


DANGER






PENTAIR







5. MAKE-UP WATER

An automated make-up water system is installed. The system appears to be functioning properly.





6. POOL HEATING

Pool heating is supplied with a condensing boiler and cupronickel heat exchanger. The piping to and from the heater is CPVC. The heater outlet piping did not contain a thermometer, so there is no way to verify the outlet temperature. There is no flow meter on the heater line, and the throttling valve between the heater inlet and out on the recirculation line was not throttled. The boiler was last replaced in 2012. The operator had good things to say about the boiler system and that it is working properly. There is corrosion visible in the heater assembly, but it does not appear to be detrimental to the function of the heater. The condensate neutralization material in the drain line has never been replaced.

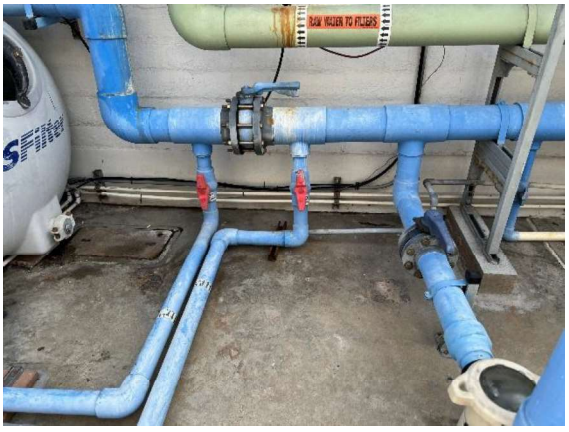
Recommendations:

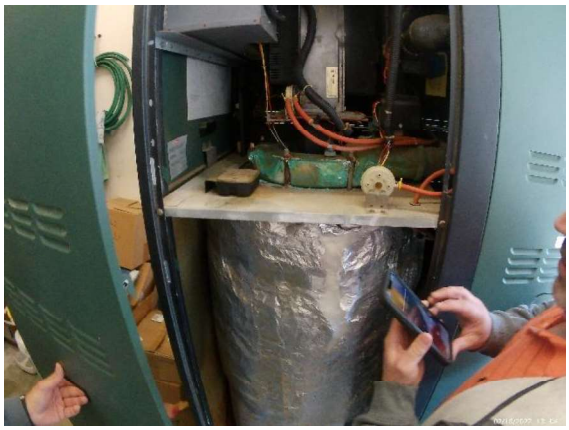
- The existing heater does not need immediate replacement. The typical lifespan of a heater of this type is 15 years, so the city should begin to budget for a replacement.
- A thermometer should be placed on the heater outlet piping.
- A flow meter should be placed along the heater loop, installed in accordance with the manufacturer recommendations to ensure the proper flow is going through the heater. Heaters have specific requirements for flow rate, and if the flow is too low, the heater could be damaged.
- The condensate neutralization trap should be replaced annually to ensure no damage to the plumbing system.













7. ELECTRICAL

The existing electrical panel was visible in the pool mechanical yard. The panel contained some labeling. Some non-GFI breakers were observed on the panel board. Some GFCI outlets were observed around the facility, but many were non-GFCI.

Recommendation:

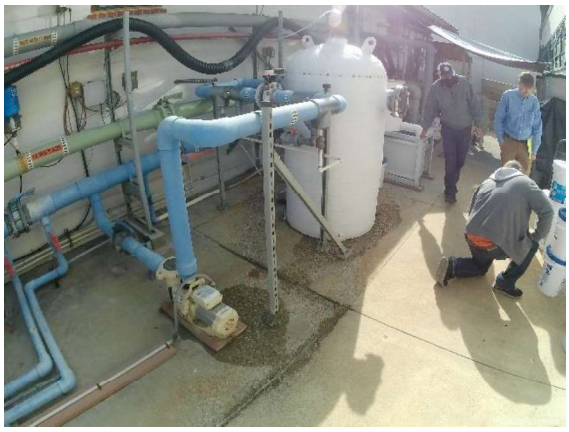
- GFI breakers are required. The city should refer to a qualified electrical inspector to verify the extent of electrical code violations and make recommendations for the complete facility.





8. MECHANICAL & CHEMICAL SPACES

The mechanical and chemical equipment is all stored in a single outdoor yard, except for the heater and ozone unit, which is stored inside. The space was mostly dry. The pump pit was provided with a drain. The concrete is in moderate condition, with some cracking and staining, but nothing that appears detrimental.





9. MISCELLANEOUS

The exterior of the bath house has glass light fixtures on the pool deck. This creates a safety hazard. The glass fixtures should be replaced.

Manual chemical readings were not taken until after 11am. Chemical levels should be verified prior to opening to ensure levels are safe for bathers and monitored and documented throughout the day in accordance with local regulation.

V. SUMMARY OF RECOMMENDATIONS

The following section will summarize the recommendations that are listed in Sections 3 and 4 of this report. For more detail on any given recommendation, please read the associated observation and recommendation in the previous sections. The recommendations are listed in pool and pool mechanical items.

1. POOL ITEMS

A. The recommendations for the pool structure and finish include (1) regularly brushing the plaster to remove the debris from walls and vacuuming, (2) cleaning and regrouting the tile on the top tread of the stair, and (3) utilizing the 15-year warranty of the plaster finish to spot repair damaged areas.

B. The recommendation for pool main drains is to verify the expiration date of the existing main drain covers with the documentation provided during the last replacement, and plan to replace the drain covers prior to the expiration date.

C. The recommendation for the pool inlets is to replace the inlet covers by using a clear PVC glue permanently affix the covers in place. This approach will eliminate the ability to adjust the flow rate through the inlets.

D. The recommendation for the pool markings is to replace all the vertical and horizontal depth and no diving markings.

E. The recommendation for the pool ingress and egress is to (1) tighten the screw in the rail anchors to make the rails more ridged, (2) replace the stair escutcheon plates so they are all present and match, and (3) ensure the lift is left uncovered and operational during all open hours.

F. The recommendation for the pool deck equipment is to (1) refinish the starting block tops and add required warning stickers, (2) cover the blocks will not in use by qualified users, (3) cover all unused anchors on the deck, (4) plan for a pool cover replacement, and (5) purchase a lane rope storage reel.

G. The recommendation of the pool safety equipment and signage is to (1) ensure the life hook and ring buoy are easily accessible on the deck, (2) install a new code compliant emergency phone sign, and (3) install a KEEP GATE CLOSED sign for all exterior doors and gates.

H. The recommendation for the pool deck is to replace the cantilevered portion of the deck. The city should consider replacing the entire deck as part of this work.

I. The recommendation for the bath house is to renovate the locker room spaces to update the features and bring the entire space into ADA compliance. The city should consult an architect to perform this work.

2. MECHANICAL ITEMS

A. The recommendation for the pool piping, supports, and valves is to label all valves with tags and a schedule to ensure pool function is easily learned by future employees.

B. The recommendation for the pool pump is to (1) install pressure and vacuum gauges on the pump, (2) install a digital flow meter to automatically control the VFD, (3) install a fiberglass pump strainer and reducers on the influent and effluent sections of the pump, and (4) reduce the flow rate to the design rate.

C. The recommendation for the pool filter system is to replace the filters. If the filters are not replaced immediately, the city should replace the filter valves, couplings, and to secure piping with clamps.

D. The recommendation for the pool chemical treatment system is to upgrade the system with a fully automated system. This would include a new chemical controller, a repair and re-commissioning of the sodium hypochlorite system, an upgrade of the muriatic acid system to include a bulk acid tank, hard piping for all chemical lines, and proper signage. In addition, the city should repair or decommission and remove the ozone system.

E. The recommendation for the pool heating system is to (1) install a thermometer on the heater effluent piping, (2) install a flow meter on the heating loop, and (3) to budget for a new heater.

F. The recommendation for the pool electrical system is to upgrade the system to include GFI breakers. The city should consult an electrical engineer to perform this work.

G. Additional recommendations include replacing the glass fixtures on deck with fixtures that will not shatter and increasing the frequency of pool chemistry measurements.

VI. COST ESTIMATION

This section will provide a cost estimation for the observations and recommendations discussed above. Three cost estimations will be provided.

1. COMPREHENSIVE

The first cost estimation is the comprehensive option. This option entails performing all the recommended work at one time. These cost numbers include material and labor, and a contractor mobilization. These costs do not include escalation or design fees. The estimated cost for this work is $969,382.95.

Comprehensive Option			
Item	Report Section	Cost Estimate	Comments
Stair Top-Tread Tile Repair	3.1	$630.00	N/A
Isolated Plaster Repair	3.1	$0.00	Due to the nature of the warranty, this work should be covered by the installer
Replace Floor Inlet Covers	3.4	$678.32	Cost includes new covers, and PVC Glue. This work can be done by city maintenance staff.
Replace Depth Markers and Warning Signs	3.5	$12,500.00	N/A
Replace Stair Escutcheon Plates	3.7	$611.70	Cost includes six (6) new plates. Work can be done by city maintenance staff
Refinish Block Tops and Add Stickers	3.8	$15,000.00	N/A
Block Covers	3.8	$2,962.60	These can be purchased directly by the city
Purchase Lane Rope Storage Reel	3.8	$5,000.00	This can be purchased directly by the city
Replace Emergency Phone Sign	3.9	$50.00	This can be purchased directly by the city
Add KEEP GATE CLOSED Sign	3.9	$100.00	This can be purchased directly by the city
Replace Cantilevered Deck	3.10	$134,983.33	N/A
Replace Pool Deck	3.10	$412,321.67	N/A
Label Valves in Mechanical Space	4.1	$50.00	Cost to purchase valve tags. This work can be done by city maintenance staff
Install Pressure and Vacuum Gauges	4.2	$417.88	N/A

Install Digital Flow Meter	4.2	$2,875.98	N/A
Install Pump Strainer	4.2	$9,750.00	N/A
Install Pump Inlet and Outlet Reducers	4.2	$3,200.00	N/A
Replace Pool Filter System	4.3	$95,820.00	Includes tanks and semi-automatic backwash system.
Replace Chemical Controller	4.4	$22,500.00	N/A
Recommission Sodium Hypochlorite System	4.4	$5,000.00	Includes new liquid feed pump, hard piping, and labor.
Replace Acid System	4.4	$8,000.00	Includes new bulk tank, new feed pump, hard piping, and labor
Add Chemical Hazard Signage	4.4	$100.00	This can be purchased directly by the city
Repair Ozone System	4.4	$1,500.00	This is an allowance for labor and components. The system has been discontinued by the manufacturer, so components may be difficult and expensive to source.
Install Thermometer on Heater Loop	4.6	$156.24	N/A
Install Flow Meter on Heater Loop	4.6	$302.79	N/A
Replace Condensing Boiler Pool Heater	4.6	$75,150.72	N/A
Contractor Profit and Overhead	N/A	$159,721.72	Assumes 20% for Contractor Profit and Overhead. Does not include line items for self-performed work
	Total		$969,382.95

2. PHASED APPROACH

The phased approach is a five-year plan to repair and replace the items observed during the site visit. These costs include materials, labor, and escalation based on the timing of the phase. Please note that the third phase has a replaster cost included. The plaster warranty is expected to expire in roughly five years.

Phased Approach			
Phase One - Immediate			
Item	Report Section	Cost Estimate	Comments
Stair Top-Tread Tile Repair	3.1	$630.00	N/A
Isolated Plaster Repair	3.1	$0.00	Due to the nature of the warranty, this work should be covered by the installer
Replace Floor Inlet Covers	3.4	$678.32	Cost includes new covers, and PVC Glue. This work can be done by city maintenance staff.
Replace Depth Markers and Warning Signs	3.5	$12,500.00	N/A
Replace Stair Escutcheon Plates	3.7	$611.70	Cost includes six (6) new plates. Work can be done by city maintenance staff
Refinish Block Tops and Add Stickers	3.8	$15,000.00	N/A
Block Covers	3.8	$2,962.60	These can be purchased directly by the city
Purchase Lane Rope Storage Reel	3.8	$5,000.00	This can be purchased directly by the city
Replace Emergency Phone Sign	3.9	$50.00	This can be purchased directly by the city
Add KEEP GATE CLOSED Sign	3.9	$100.00	This can be purchased directly by the city
Replace Cantilevered Deck	3.10	$134,983.33	N/A
Label Valves in Mechanical Space	4.1	$50.00	Cost to purchase valve tags. This work can be done by city maintenance staff
Install Pressure and Vacuum Gauges	4.2	$417.88	N/A
Install Digital Flow Meter	4.2	$2,875.98	N/A
Install Pump Strainer	4.2	$9,750.00	N/A

Install Pump Inlet and Outlet Reducers	4.2	$3,200.00	N/A
Replace Filter Backwash Valves	4.3	$2,086.00	Includes valve and labor for one valve.
Replace Filter Couplings	4.3	$0.00	Included with Valve Replacement
Install Piping Clamps	4.3	$0.00	Included with Valve Replacement
Replace Chemical Controller	4.4	$22,500.00	N/A
Recommission Sodium Hypochlorite System	4.4	$5,000.00	Includes new liquid feed pump, hard piping, and labor.
Add Chemical Hazard Signage	4.4	$100.00	This can be purchased directly by the city
Install Thermometer on Heater Loop	4.6	$156.24	N/A
Install Flow Meter on Heater Loop	4.6	$302.79	N/A
Upgrade Pool Electrical System	4.7	$0.00	Not Included in this cost estimate. The city should consult an electrical engineer for the electrical system scope.
Contractor Profit and Overhead	N/A	$41,880.44	Assumes 20% for Contractor Profit and Overhead
Total - Phase One		$218,954.84	
Phase Two - One to Three Years			
Item	Report Section	Cost Estimate	Comments
Replace Acid System	4.4	$8,000.00	Includes new bulk tank, new feed pump, hard piping, and labor
Renovate Bath House	3.11	$0.00	Not Included in this cost estimate. The city should consult an architect for the bath house renovation.
Replace Condensing Boiler Pool Heater	4.6	$75,150.72	N/A
Contractor Profit and Overhead	N/A	$16,630.14	Assumes 20% for Contractor Profit and Overhead
Escalation - Three Years	N/A	$15,883.12	Assuming 6% per year
Total - Phase Two		$115,663.98	
Phase Three - Three to Five Years			
Item	Report Section	Cost Estimate	Comments
Replaster	3.1	$461,400.00	The warranty on the plaster finish lasts until 2031. This has been included for planning purposes.

Replace Pool Deck	3.10	$412,321.67	N/A
Replace Pool Filter System	4.3	$95,820.00	Includes tanks and semi-automatic backwash system.
Contractor Profit and Overhead	N/A	$193,908.33	Assumes 20% for Contractor Profit and Overhead
Escalation - Five Years	N/A	$327,923.79	Assuming 6% per year
Total - Phase Three		$1,491,373.79	

3. A LA CARTE

The final cost estimate is an a la carte option that shows prices for each option discussed in the report.

A La Carte Option			
Item	Report Section	Cost Estimate	Comments
Pool Finish Cleaning	3.1	$0.00	No External Cost. Work can be done by existing staff.
Stair Top-Tread Tile Repair	3.1	$630.00	N/A
Isolated Plaster Repair	3.1	$0.00	Due to the nature of the warranty, this work should be covered by the installer
Replaster	3.1	$461,400.00	The warranty on the plaster finish lasts until 2031. This has been included for planning purposes.
Replace Main Drain Covers	3.3	$1,685.99	N/A
Replace Floor Inlet Covers	3.4	$678.32	Cost includes new covers, and PVC Glue. This work can be done by city maintenance staff.
Replace Depth Markers and Warning Signs	3.5	$12,500.00	N/A
Tighten Stair and Grab Rails	3.7	$0.00	Work can be done by city maintenance staff
Replace Stair Escutcheon Plates	3.7	$611.70	Cost includes six (6) new plates. Work can be done by city maintenance staff
Ensure Proper Lift Operation	3.7	$0.00	No External Cost. Work can be done by existing staff.
Refinish Block Tops and Add Stickers	3.8	$15,000.00	N/A
Block Covers	3.8	$2,962.60	These can be purchased directly by the city
Cover Pool Deck Anchors	3.8	$0.00	No External Cost. Work can be done by existing staff.
Replace Pool Covers	3.8	$42,500.00	N/A
Purchase Lane Rope Storage Reel	3.8	$5,000.00	This can be purchased directly by the city
Re-Locate Deck Equipment	3.9	$0.00	No External Cost. Work can be done by existing staff.
Replace Emergency Phone Sign	3.9	$50.00	This can be purchased directly by the city

Add KEEP GATE CLOSED Sign	3.9	$100.00	This can be purchased directly by the city
Replace Cantilevered Deck	3.10	$134,983.33	N/A
Replace Pool Deck	3.10	$412,321.67	N/A
Renovate Bath House	3.11	$0.00	Not Included in this cost estimate. The city should consult an architect for the bath house renovation.
Label Valves in Mechanical Space	4.1	$50.00	Cost to purchase valve tags. This work can be done by city maintenance staff
Install Pressure and Vacuum Gauges	4.2	$417.88	N/A
Install Digital Flow Meter	4.2	$2,875.98	N/A
Install Pump Strainer	4.2	$9,750.00	N/A
Install Pump Inlet and Outlet Reducers	4.2	$3,200.00	N/A
Reduce System Flow Rate	4.2	$0.00	No External Cost. Work can be done by existing staff.
Replace Pool Filter System	4.3	$95,820.00	Includes tanks and semi-automatic backwash system.
Replace Filter Backwash Valves	4.3	$2,086.00	Includes valve and labor for one valve.
Replace Filter Couplings	4.3	$0.00	Included with Valve Replacement
Install Piping Clamps	4.3	$0.00	Included with Valve Replacement
Replace Chemical Controller	4.4	$22,500.00	N/A
Recommission Sodium Hypochlorite System	4.4	$5,000.00	Includes new liquid feed pump, hard piping, and labor.
Replace Acid System	4.4	$8,000.00	Includes new bulk tank, new feed pump, hard piping, and labor
Repair Accutab Feeder	4.4	$1,000.00	Includes new valve, hard piping, and labor
Add Chemical Hazard Signage	4.4	$100.00	This can be purchased directly by the city
Repair Ozone System	4.4	$1,500.00	This is an allowance for labor and components. The system has been discontinued by the manufacturer, so components may be difficult and expensive to source.

Install Thermometer on Heater Loop	4.6	$156.24	N/A
Install Flow Meter on Heater Loop	4.6	$302.79	N/A
Replace Condensing Boiler Pool Heater	4.6	$75,150.72	N/A
Upgrade Pool Electrical System	4.7	$0.00	Not Included in this cost estimate. The city should consult an electrical engineer for the electrical system scope.
Replace Exterior Bath House Light Fixtures	4.9	$500.00	This work can be done by city maintenance staff.
Increase Rate of Chemistry Monitoring.	4.9	$0.00	No External Cost. Work can be done by existing staff.

VII. CONCLUSIONS

The assessment of the Carpinteria Community Pool reveals a facility that, while aging, remains fundamentally sound and capable of continued service with appropriate maintenance and upgrades. The pool basin itself is in good structural condition, showing no major cracking or deterioration. Minor issues with the plaster finish, currently under warranty, should be addressed promptly through the provider. The cantilevered gutter and pool deck, however, represent areas requiring more immediate attention. Replacing the deteriorating gutter structure and considering a concurrent deck replacement would improve both the aesthetics and structural integrity of the facility.

From an operational standpoint, the pool's mechanical systems are functioning but are clearly reaching the end of their expected service life. The pump and chemical delivery systems lack modern automation, and several of its components are damaged or outdated. Upgrading to automated chemical and pump control systems would significantly enhance operational efficiency, water quality, and energy savings. Likewise, while the heaters are currently functioning, they are beyond the midpoint of their lifespan and should be included in future capital planning.

The bathhouse inspection revealed compliance with fixture count but identified significant ADA accessibility issues and general wear. A comprehensive renovation is recommended to ensure the space is accessible, functional, and reflective of modern standards.

Overall, the pool is a valuable community asset. With strategic investment in structural repairs, system upgrades, and bathhouse renovations, the City of Carpinteria can extend the facility's life, improve safety and compliance, and enhance the overall experience for users for many years to come.

ATTACHMENT B

Community Pool Facility Condition Assessment presentation



Counsilman · Hunsaker
AQUATICS FOR LIFE

CARPINTERIA COMMUNITY POOL AUDIT
CITY OF CARPINTERIA
May 27th, 2025

02/18/2022 14:38:07

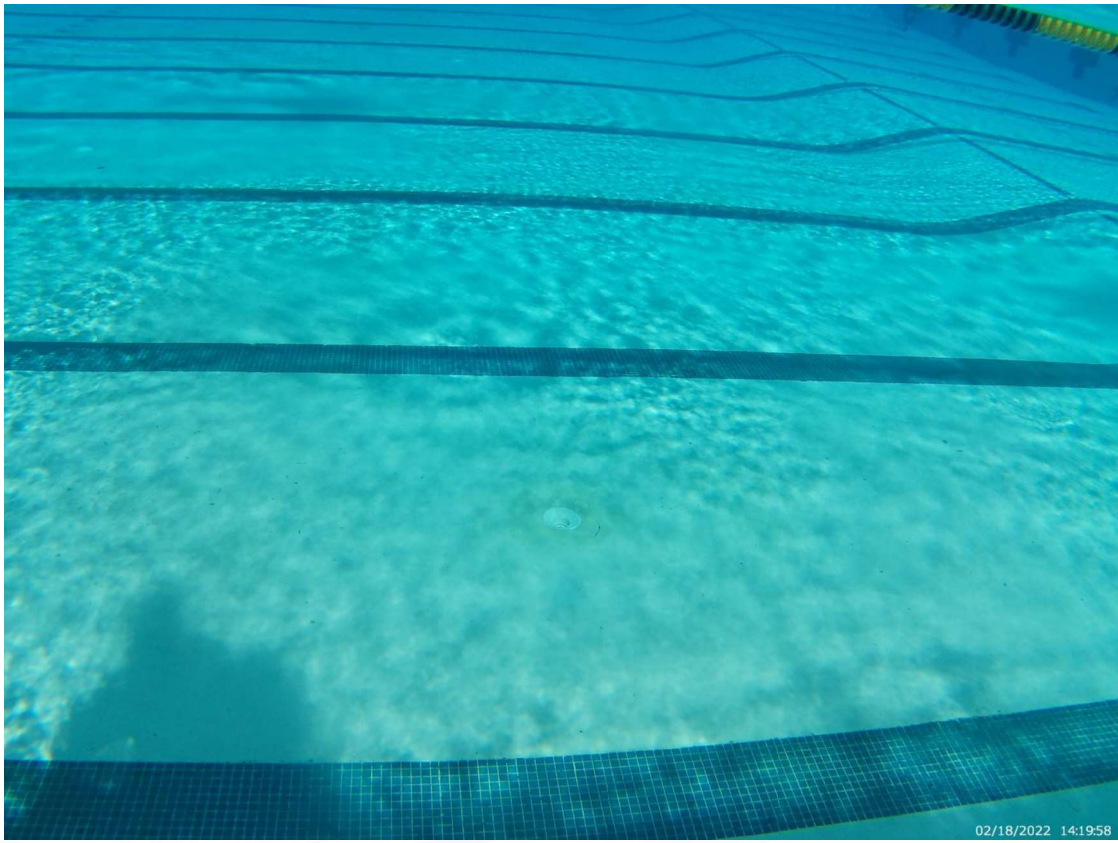
Counsilman Hunsaker

- Founded in 1970 by James “Doc” Counsilman and Joe Hunsaker.
- Counsilman-Hunsaker has completed thousands of aquatic projects in all fifty states and internationally.
- Through our ‘Full Circle’ approach, we provide comprehensive consulting services tailored to every stage of an aquatic facility’s lifecycle—from initial audits and feasibility studies to design, construction administration, and long-term operational support.



Pool Structure and Finish

- No cracking observed in the structure.
- The plaster finish is generally in good condition.
  - Some delamination observed around the inlets.
  - 15-year warranty on previous re-plaster contract. Warranty expires in 2031.



Pool Dimensions

- 25-yards by 25-meters
- Maximum Depth of 7’-0”
- Minimum Depth of 3’-6”
- The pool does not meet minimum requirements for competition water polo depth.
  - Required: 25-yards x 45-feet x 2-meters deep
  - As-built: 25-meters x ~18’-1” x 2-meters deep

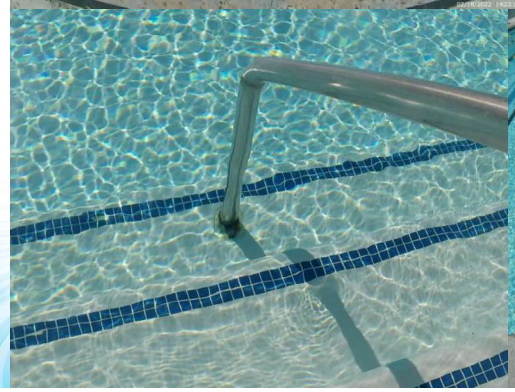


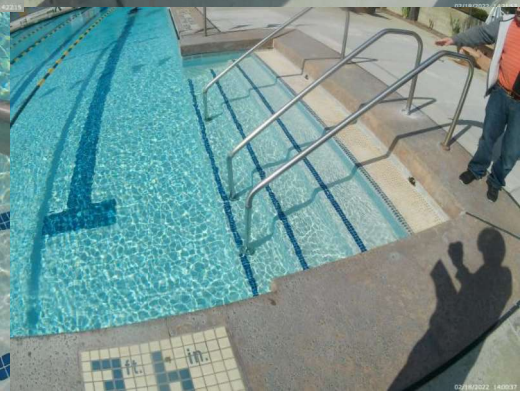
Pool Features

- The pool inlet covers are missing.
- The pool markings are worn and the spacing is not code compliant
- The stair railings are loose and missing escutcheon plates.
    - Escutcheon Plates cover the anchor of the railings



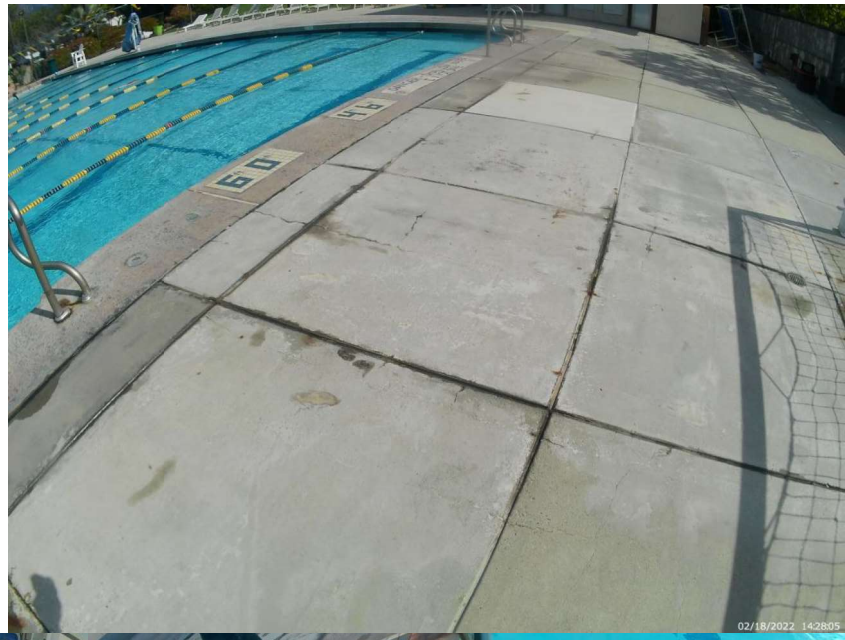






Pool Deck and Gutter

- The cantilevered deck over the gutter is in poor condition.
  - No clean-out panels are provided
- The pool gutter is level.
- The pool deck is in fair condition







Bath House

- The facility meets pool code requirements for locker room fixture count.
  - Bather Load: 411
  - Showers: 5 (each locker room)
  - Toilets: 4 (Women), 3 (Men)
  - Urinals: 3 (Men)
  - Lavatories: 3
- ADA violations observed in the shower and toilet compartments
  - 2015 ADA survey shows comprehensive list of all violations.
- Bath house in poor condition.



Pool Pumps and Piping

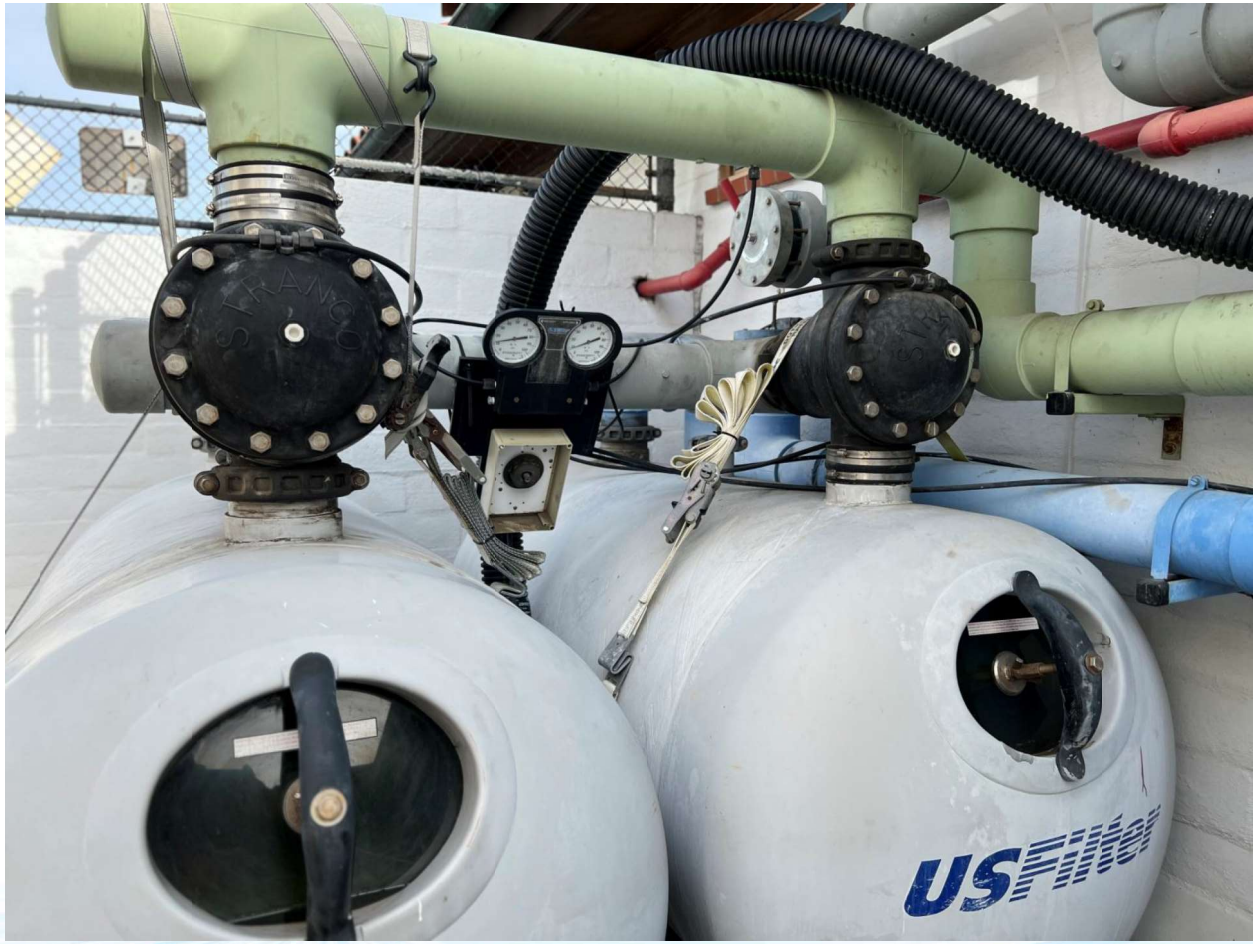
- The Variable Frequency Drive (VFD) control of the pump is not automated using a digital flow meter.
- The observed flow rate exceeds the design flow rate
- The pipe size does not meet pool code requirements for pipe velocities





Pool Filters

- The pool filter tanks are original to the facility and have reached their expected life span.
- The automated backwash valve on one of the filter tanks is broken.



Pool Chemical Treatment

- Three different chemicals are used for chlorine delivery.
  - Calcium Hypochlorite
  - Sodium Hypochlorite
  - Sodium dichloro-s-triazinetrione
- The chlorine delivery is manually fed.
- The Ozone system is not functional.







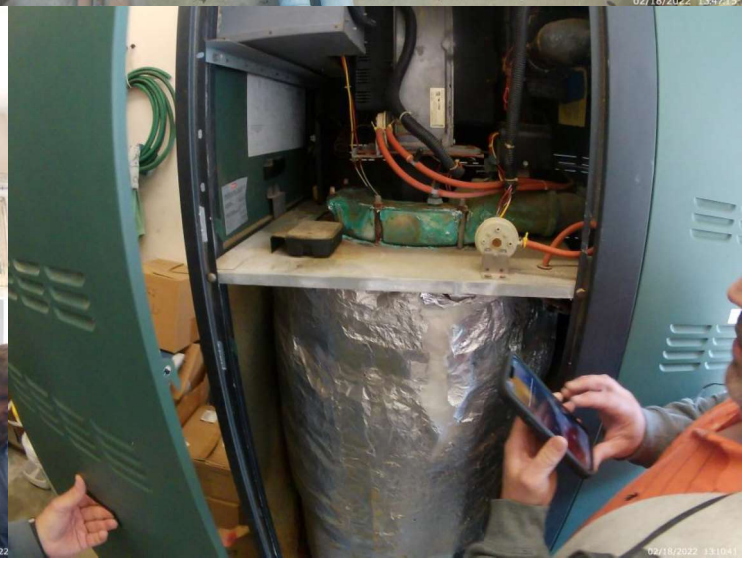


Pool Heater

- The unit is 13 years old. The expected life of a condensing boiler is 15 years.
- Surface corrosion was observed on the external surfaces of the internal components.
- A flow meter and a thermometers are not provided on heater piping loop.







Cost Estimate – Comprehensive

- The comprehensive option provides an estimate for all the recommended actions in the pool scope, including items that are not immediately needed (i.e. pool deck).
- This estimate does not include the bath house or electrical work.

Comprehensive Total	$969,382.95

Cost Estimate – Phased Option

- The phased option provides an estimate for all the recommended actions in the pool scope, done in three phases. The first is immediate, the second is within three years, and the final is within five years. These numbers include 6% escalation per year, and they include a re-plaster of the pool in the third phase.
- This estimate does not include the bath house or electrical work.

Phase One	$218,954.84
Phase Two	$115,663.98
Phase Three	$1,491,373.79


THANK YOU

Agenda Section: Legislative Update

Agenda Item No.: N/A

Council Meeting Date: May 27, 2025

Take Action

Home / Advocacy / Take Action

Make phone calls ASAP requesting the appropriations committees to support or oppose Cal Cities' priority bills!

Links to each bill, including sample letters, are included in the summaries below.

The Legislature moves all bills with fiscal implications through the appropriations committees twice a year, which will determine if a bill is heard on the floor of either house. Cal Cities hosted a Legislative Appropriations Webinar with more information on Cal Cities priority bills. If you have questions or feedback, please contact your regional public affairs manager.

SENATE APPROPRIATIONS COMMITTEE

SUPPORT BILLS

SB 496 (Hurtado) Advance Clean Fleets Reform.
This measure would create a formal appeals process for denied extension requests, broaden the definition of emergency vehicles, and remove the "pay to play" requirement for extensions under the Advanced Clean Fleets rule.

SB 569 (Blakespear) Homeless Encampment Collaboration Act.
This measure would increase communication between the Department of Transportation and local governments to address encampments on state property. This would include a dedicated local government liaison to facilitate communication, provide guidance on best practices, and oversee delegated maintenance agreements.

OPPOSE BILL

SB 79 (Wiener) Transit-Oriented Development.
This measure would require cities to ministerially approve housing up to 7 stories high and with a density of 120 homes per acre near public transit, regardless of local zoning laws. It also gives transit agencies full land-use authority on land they own without any requirement to build housing.

Call the Senate Appropriations Committee Today!

Senate Committee Members	Phone Number
Sen. Anna Caballero (Chair)	(916) 651-4014
Sen. Kelly Seyarto (Vice-Chair)	(916) 651-4032
Sen. Christopher Cabaldon	(916) 651-4003
Sen. Megan Dahle	(916) 651-4001
Sen. Tim Grayson	(916) 651-4009
Sen. Laura Richardson	(916) 651-4035
Sen. Aisha Wahab	(916) 651-4410

ASSEMBLY APPROPRIATIONS COMMITTEE

SUPPORT BILLS

AB 1 (Connolly) Residential property insurance: wildfire risk.
This measure would require the Department of Insurance to include wildfire mitigation in the next draft of the Catastrophe Modeling regulations.

AB 476 (Gonzalez) Metal Theft.
This measure would deter theft of metal used in public utility infrastructure by increasing the criminal fines that may be imposed for the unlawful purchase or unlawful possession of stolen public agency materials.

AB 650 (Papan) Planning and zoning: housing element: regional housing needs allocation.
This measure would allow local governments to begin the housing element update process six months earlier and create more clarity and certainty in the housing element review process. It would require the Department of Housing and Community Development to provide detailed feedback when responding to housing element drafts.

AB 846 (Connolly): Endangered species: incidental take: wildfire preparedness activities.
The bill would expedite environmental permits for cities with local wildfire preparedness projects in fire-risk areas near urban communities.

AB 888 (Calderon) California Safe Homes Grant Program.
This bill would create the California Safe Homes Grant Program which would provide funding to individuals, cities, counties and special districts for roof hardening and home hardening.

OPPOSE BILLS

AB 1383 (McKinnor) Public Employees' Retirement Benefits.
AB 1383 would upend many of the reforms put in place in 2013 by PEPRA.

Specifically, this measure would:

- Increase the pensionable compensation cap.
- Reduce the retirement age for public safety from 57 to 55 prospectively.
- Add a fourth safety tier that is 3% @ 55 years old, prospective and subject to bargaining;
- Allow local agencies to adjust their local formula in a prospective manner.
- Permit authorized employee representatives to bargain with the employer over the employee share of payment for the normal cost.

While we recognize and appreciate the intent of the bill to support the recruitment and retention of essential public safety professionals, the bill would impose increased local pension obligations and undo critical pension reform.

AB 1022 (Kalra) Parking: Ability to Tow.
This measure would prohibit the towing or immobilizing of vehicles that have accrued 5 or more delinquent parking citations. Specifically, AB 1022 would:

- Eliminates the option for parking enforcement to immobilize or tow an out-of-state vehicle.
- Remove the tool for agencies to rightfully obtain a warrant to perform a tow.
- Reward bad behavior for those who purposely ignore tickets without any repercussions, regardless of income levels.

This legislation would severely limit cities' ability to enforce parking regulations, causing a cascade of fiscal damage: lost revenue, increased administrative costs, clogged courtrooms, decreased compliance, harm to local businesses, public safety risks, and overall reduced effectiveness of municipal government operations.

Call the Assembly Appropriations Committee Today!

Assembly Committee Members	**Phone Number**
Asm. Buffy Wicks (Chair)	(916) 319-2014
Asm. Kate Sanchez (Vice Chair)	(916) 319-2071
Asm. Joaquin Arambula	(916) 319-2031

Assembly Committee Members	Phone Number
Asm. Blanca Pacheco	(916) 319-2064
Asm. Lisa Calderon	(916) 319-2056
Asm. Jessica Caloza	(916) 319-2052
Asm. Diane Dixon	(916) 319-2072
Asm. Sade Elhawary	(916) 319-2057
Asm. Mike Fong	(916) 319-2049
Asm. Gail Pellerin	(916) 319-2028
Asm. Mark Gonzalez	(916) 319-2054
Asm. Gregg Hart	(916) 319-2037
Asm. Jose Luis Solache Jr.	(916) 319-2062
Asm. Tri Ta	(916) 319-2070
Asm. David Tangipa	(916) 319-2008

For more information, please contact your regional public affairs manager.

Help provide greater clarity to the housing element process by supporting AB 650 (Papan)!

AB 650 (Papan) would help ensure that cities have the necessary resources, feedback, and time to site and plan for housing, as required by state law. The Assembly Committee on Housing and Community Development will hear the bill on April 24. Cities should call or mail their legislators and tell them to **vote YES on AB 650**. Please send letters to cityletters@calcities.org and your regional public affairs manager.

AB 650 Sample City Support Letter

Oppose SB 79 (Wiener): Protect local control and housing priorities!

SB 79 (Wiener) requires cities to ministerially approve higher-density residential projects — up to 7 stories — near public transit stops, regardless of zoning codes. SB 79 limits

the use of local development standards and allows transit agencies full land-use authority over residential and commercial development on property they own or lease, without any requirement that developers build housing, let alone affordable housing. This one-size-fits-all mandate overrides local planning, bypasses environmental review, and silences public input. Cities must **oppose SB 79** to preserve balanced, community-driven development.

SB 79 will be heard in the Senate Housing and Local Government Committees soon. **Submit opposition letters ASAP** to cityletters@calcities.org and your Regional Manager to ensure they are included in the committee analyses.

Cal Cities SB 79 Opposition Letter

SB 79 Sample City Opposition Letter