City of Carpinteria
City Council Agenda
Monday, April 13, 2026
Council Chamber, 5775 Carpinteria Avenue, Carpinteria, CA 93013

5:30 PM 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.

How to Provide 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 City Council 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) follow this link (https://carpinteriaca.gov/city-hall/agendas-meetings), select the meeting you want to provide a comment on, and click the Submit Comments button located on the left hand side of the agenda portal. 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.

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. A Proclamation Designating the Month of April 2026 as “Fair Housing Month” in the City of Carpinteria. *(Requires taking public comment and approval of the proclamation prior to the City Council reading and presenting the proclamation.)*

2. A Proclamation Designating the Week of April 19 – 25, 2026 as “National Library Week” in the City of Carpinteria. *(Requires taking public comment and approval of the proclamation prior to the City Council reading and presenting the proclamation.)*

3. Certificates of Commendation Awarded to Carpinteria Emergency Response Team (CERT) trainees and trainers.

4. Presentation by the County of Santa Barbara Public Health Department on the Carpinteria Health Care Center.

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.

5. Sheriff's Recap

6. First District Supervisor's Report

Temporary Adjournment for the Purpose of Holding the Monthly Meeting of the Carpinteria Library Board of Trustees

7. Library Board of Trustees Agenda Packet

Reconvene the Regular Meeting of the City Council

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.

8. City Manager’s Report

Planning Commission Actions

The City Council may vote to appeal a decision of the Planning Commission to itself by majority vote (CMC 14.78.040(2)).

9. Planning Commission Actions

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 City Council's practice has been to limit each speaker to three minutes. The audiovisual 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 City 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.

10. Approve the minutes of the regular meeting held March 23, 2026 and the special meeting held March 30, 2026.

11. Receive and file the Warrant Register for the period of March 16, 2026 through April 3, 2026, pursuant to Carpinteria Municipal Code Section 2.08.150(F).

12. Receive and file the Monthly City Treasurer’s Report on Compliance with Statement of Safekeeping and Investment of Public Funds for February 2026.

Administrative Matters

13. Consultant Services Agreement between the City of Carpinteria and Environmental Science Associates (ESA) to oversee and prepare environmental review documents for the residential “Farm Project” at 5885 Carpinteria Avenue, in an amount not to exceed $563,518.

    Recommendation: Authorize the City Manager to execute an Agreement for Consultant Services with Environmental Science Associates to oversee and prepare environmental review documents for the Farm Project, in an amount not to exceed $563,518. (*Requires a roll call vote.)*

14. Harbor Seal and Tar Pits Park Interpretive Signage.

    Recommendation: (1) Receive and file this report and (2) review and approve the proposed interpretive signs.

15. Authorization for the City Manager to execute an Agreement with 19six Architects to provide consulting architecture and engineering design services for the Carpinteria Community Pool Improvements Project.

    Recommendation: Authorize the City Manager to execute an Agreement with 19six Architects to provide consulting architecture and engineering design services for the Carpinteria Community Pool Improvements Project, in an amount not to exceed $275,000. *(Requires a roll call vote.)*

16. Resolution No. 6448, Approving the Road Maintenance and Rehabilitation Account Fiscal Year 2026/27 Project List.

    Recommendation: Adopt Resolution No. 6448, approving the Road Maintenance and Rehabilitation Account Fiscal Year 2026/27 Project List.

Public Hearing: None

Consideration of Any Items Removed from Consent Calendar and/or Other Agenda Items Requested to Be Advanced

Matters Continued from Previous Meetings: None

Other Business

17. Land Transfer Agreement for the Rincon Gateway Property from the Land Trust of Santa Barbara County to the City; Deed of Conservation Easement for the Rincon Gateway Property by the City in Favor of the Land Trust; and, Amended and Restated Rincon Bluffs Preserve Endowment Agreement.

    Recommendation: Adopt Resolution No. 6449, approving the Rincon Gateway Baseline Conditions Report and authorizing the Mayor to execute the following documents: (1) Land Transfer Agreement for the Rincon Gateway Property from the Land Trust of Santa Barbara County to the City; (2) Deed of Conservation Easement for the Rincon Gateway Property by the City in Favor of the Land Trust; and the (3) Amended and Restated Rincon Bluffs Preserve Endowment Agreement. *(Requires a roll call vote.)*

18. Receive and file the Revenue Enhancement Opportunities Report completed by HdL and consider providing direction to staff on preferred revenue strategies to address the City's fiscal and infrastructure needs, including consideration of initiating community engagement and public education activities related to potential revenue measures.

    Recommendation: (1) Receive and file the City of Carpinteria Revenue Enhancement Opportunities Report completed by HdL and receive a presentation summarizing key findings; (2) Provide direction to staff on preferred revenue strategy or strategies to address the City's fiscal and infrastructure needs; (3) Direct staff to initiate community engagement and public education related to potential revenue measures; (4) Approve and authorize the City Manager to execute Amendment No. 1 to the agreement with CliffordMoss for outreach and public engagement services, increasing the contract amount by $30,000 for a new total amount not to exceed $130,000; and (5) Approve a budget appropriation for $84,000 for the current fiscal year from the Measure X Fund (104) for professional services. *(Requires a roll call vote.)*

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.

19. Legislative Update

Committee Reports, Inquiries and Other Matters Presented by Councilmembers

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

Attendance of Councilmembers for Future Meetings

Adjournment

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 684-5405, extension 403 or the California Relay Service at (866) 735-2929. Notification 2 business days prior to the meeting will enable the City to make reasonable arrangements for accessibility to this meeting.

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-meeting.

Resources for the Public:

Code of Conduct: https://carpinteriaca.gov/wp-content/uploads/2025/03/Code-of-Conduct_FINAL.pdf%22

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 Member 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 City 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 City 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 City 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 City 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 City Council Member shall be permitted to participate in the proceeding. If you believe that these provisions apply to you or a City 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.

This agenda was posted on April 9, 2026 in the City Clerk's Office, on the City Hall Public Notices Board, and on the Internet.

A PROCLAMATION OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA DESIGNATING THE MONTH OF APRIL 2026 AS "FAIR HOUSING MONTH" IN THE CITY OF CARPINTERIA

***WHEREAS**, April is National Fair Housing Month, which is currently celebrating the 58th Anniversary of the passage of the Federal Fair Housing Act of April 11, 1968. The enactment of this Act prohibits discrimination concerning the sale, rental and financing of housing based on race, color, religion, national origin, sex, familial status and disability; and*

***WHEREAS**, during the month of April, the U.S. Department of Housing and Urban Development and fair housing advocates will participate in a national effort to promote fair housing with a theme, "Faith, Freedom, & Fair Housing"; and*

***WHEREAS**, the City of Carpinteria is committed to advancing equity in housing by partnering with the City of Santa Barbara's Rental Housing Mediation Program for the past 19 years, providing education, eviction prevention, mediation with the successful out-of-court resolution of rental housing disputes, thereby assisting in the prevention of homelessness; and*

***WHEREAS**, according to the 2025 Fair Housing Trends Report, despite the local, state, and federal laws prohibiting discrimination, 24,000 fair housing complaints were filed the prior year, alleging discrimination based on one or more of the Fair Housing Act's seven protected classes; including an increase of nearly 8.5% in complaints based on national origin; and*

***WHEREAS**, as part of the City's participation in National Fair Housing Month, notice will be placed on the City's website directing residents to information about Fair Housing and the Rental Housing Mediation Program and its services.*

***NOW, THEREFORE**, the City Council of the City of Carpinteria hereby proclaims April 2026 as "Fair Housing Month" in the City of Carpinteria and urges all local residents to understand and exercise their right to equal housing opportunity.*

***IN WITNESS WHEREOF,** the Mayor hereunto set their hand and caused the official seal of the City of Carpinteria, California to be affixed this 13th day of April, 2026.*

_____
Natalia Alarcon, Mayor
City of Carpinteria

ATTEST:

_____
Brian C. Barrett, MMC, CPMC
City Clerk, City of Carpinteria

Agenda Section: Presentations
Agenda Item No.: 2
Council Meeting Date: April 13, 2026

A PROCLAMATION OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA DESIGNATING THE WEEK OF APRIL 19 – 25, 2026 AS "NATIONAL LIBRARY WEEK" IN THE CITY OF CARPINTERIA

WHEREAS, *Carpinteria Community Library adapts to the ever-changing needs of its community, continually expanding collections, services, and partnerships; and*

WHEREAS, *our librarians work to serve all community members, including people of color, immigrants, people with disabilities, and the most vulnerable in our community, and strive to develop and maintain programs and collections that are as diverse as the populations they serve and ensure equity of access for all; and*

WHEREAS, *the City of Carpinteria, through support of its Library, provides the opportunity for everyone to pursue their passions and engage in lifelong learning, allowing them to live their best life; and*

WHEREAS, *the Carpinteria Community Library plays an important role in the economic vitality of Carpinteria and the residents who live here, by providing internet and technology access, WIFI Hotspots, literacy skills, learning platforms, and support for job seekers; and*

WHEREAS, *the Carpinteria Community Library is an accessible and inclusive place that promotes a sense of local connection, advancing learning and understanding, civic engagement, and shared community goals.*

NOW, THEREFORE*, the City Council of the City of Carpinteria hereby proclaims the week of April 19 – 25, 2026 as "National Library Week" in the City of Carpinteria and encourages all local residents to get a library card and explore the wealth of resources available at the Carpinteria Community Library.*

IN WITNESS WHEREOF, *the Mayor hereunto set their hand and caused the official seal of the City of Carpinteria, California to be affixed this 13th day of April, 2026.*

_____
Natalia Alarcon, Mayor
City of Carpinteria

ATTEST:

_____
Brian C. Barrett, MMC, CPMC
City Clerk, City of Carpinteria

Certificate of Commendation

The City Council of the City of Carpinteria presents this Certificate of Commendation to

Alexis Julian

in recognition of your successful completion of the Carpinteria Emergency Response Team (CERT) Training, which empowers residents with essential skills to help protect the Carpinteria community in the event of a disaster.

April 13, 2026
Date

Natalia Alarcon, Mayor

Certificate of Commendation

The City Council of the City of Carpinteria presents this Certificate of Commendation to

Arlo Nemetz

in recognition of your successful completion of the Carpinteria Emergency Response Team (CERT) Training, which empowers residents with essential skills to help protect the Carpinteria community in the event of a disaster.

April 13, 2026
Date

Natalia Alarcon, Mayor

Certificate of Commendation

The City Council of the City of Carpinteria presents this Certificate of Commendation to

Arturo Cabrera Balaguera

in recognition of your successful completion of the Carpinteria Emergency Response Team (CERT) Training, which empowers residents with essential skills to help protect the Carpinteria community in the event of a disaster.

April 13, 2026
Date

Natalia Alarcon, Mayor

Certificate of Commendation

The City Council of the City of Carpinteria presents this Certificate of Commendation to

Brayan Soriano

in recognition of your successful completion of the Carpinteria Emergency Response Team (CERT) Training, which empowers residents with essential skills to help protect the Carpinteria community in the event of a disaster.

April 13, 2026
Date

Natalia Alarcon, Mayor

Certificate of Commendation

The City Council of the City of Carpinteria presents this Certificate of Commendation to

Daphne James

in recognition of your successful completion of the Carpinteria Emergency Response Team (CERT) Training, which empowers residents with essential skills to help protect the Carpinteria community in the event of a disaster.

April 13, 2026
Date

Natalia Alarcon, Mayor

Certificate of Commendation

The City Council of the City of Carpinteria presents this Certificate of Commendation to

Drake Kielborn

in recognition of your successful completion of the Carpinteria Emergency Response Team (CERT) Training, which empowers residents with essential skills to help protect the Carpinteria community in the event of a disaster.

April 13, 2026
Date

Natalia Alarcon, Mayor

Certificate of Commendation

The City Council of the City of Carpinteria presents this Certificate of Commendation to

Holyn Vega

in recognition of your successful completion of the Carpinteria Emergency Response Team (CERT) Training, which empowers residents with essential skills to help protect the Carpinteria community in the event of a disaster.

April 13, 2026
Date

Natalia Alarcon, Mayor

Certificate of Commendation

The City Council of the City of Carpinteria presents this Certificate of Commendation to

Lea Hines

in recognition of your successful completion of the Carpinteria Emergency Response Team (CERT) Training, which empowers residents with essential skills to help protect the Carpinteria community in the event of a disaster.

April 13, 2026
Date

Natalia Alarcon, Mayor

Certificate of Commendation

The City Council of the City of Carpinteria presents this Certificate of Commendation to

Lincoln Kielborn

in recognition of your successful completion of the Carpinteria Emergency Response Team (CERT) Training, which empowers residents with essential skills to help protect the Carpinteria community in the event of a disaster.

April 13, 2026
Date

Natalia Alarcon, Mayor

Certificate of Commendation

The City Council of the City of Carpinteria presents this Certificate of Commendation to

Lucia Carreno

in recognition of your successful completion of the Carpinteria Emergency Response Team (CERT) Training, which empowers residents with essential skills to help protect the Carpinteria community in the event of a disaster.

April 13, 2026
Date

Natalia Alarcon, Mayor

Certificate of Commendation

The City Council of the City of Carpinteria presents this Certificate of Commendation to

Mason Cota

in recognition of your successful completion of the Carpinteria Emergency Response Team (CERT) Training, which empowers residents with essential skills to help protect the Carpinteria community in the event of a disaster.

April 13, 2026
Date

Natalia Alarcon, Mayor

Certificate of Commendation

The City Council of the City of Carpinteria presents this Certificate of Commendation to

Naomi Suarez

in recognition of your successful completion of the Carpinteria Emergency Response Team (CERT) Training, which empowers residents with essential skills to help protect the Carpinteria community in the event of a disaster.

April 13, 2026
Date

Natalia Alarcon, Mayor

Certificate of Commendation

The City Council of the City of Carpinteria presents this Certificate of Commendation to

Sophia Carreno

in recognition of your successful completion of the Carpinteria Emergency Response Team (CERT) Training, which empowers residents with essential skills to help protect the Carpinteria community in the event of a disaster.

April 13, 2026
Date

Natalia Alarcon, Mayor

Certificate of Commendation

The City Council of the City of Carpinteria presents this Certificate of Commendation to

Summer Ziegler

in recognition of your successful completion of the Carpinteria Emergency Response Team (CERT) Training, which empowers residents with essential skills to help protect the Carpinteria community in the event of a disaster.

April 13, 2026
Date

Natalia Alarcon, Mayor

Certificate of Commendation

The City Council of the City of Carpinteria presents this Certificate of Commendation to

Vanessa Julian

in recognition of your successful completion of the Carpinteria Emergency Response Team (CERT) Training, which empowers residents with essential skills to help protect the Carpinteria community in the event of a disaster.

April 13, 2026
Date

Natalia Alarcon, Mayor

Certificate of Commendation

The City Council of the City of Carpinteria presents this Certificate of Commendation to

Ethan Le

in recognition of your successful completion of the Carpinteria Emergency Response Team (CERT) Training, which empowers residents with essential skills to help protect the Carpinteria community in the event of a disaster.

April 13, 2026
Date

Natalia Alarcon, Mayor

Certificate of Commendation

The City Council of the City of Carpinteria presents this Certificate of Commendation to

Brandon Le

in recognition of your successful completion of the Carpinteria Emergency Response Team (CERT) Training, which empowers residents with essential skills to help protect the Carpinteria community in the event of a disaster.

April 13, 2026
Date

Natalia Alarcon, Mayor

Certificate of Commendation

The City Council of the City of Carpinteria presents this Certificate of Commendation to

Juliza Briones

in recognition of your leadership in delivering the Carpinteria Emergency Response Team (CERT) Training, which empowers residents with essential skills to help protect the Carpinteria community in the event of a disaster.

April 13, 2026
Date

Natalia Alarcon, Mayor

Certificate of Commendation

The City Council of the City of Carpinteria presents this Certificate of Commendation to

Suzette Chafey

in recognition of your leadership in delivering the Carpinteria Emergency Response Team (CERT) Training, which empowers residents with essential skills to help protect the Carpinteria community in the event of a disaster.

April 13, 2026

Date

Natalia Alarcon, Mayor

Certificate of Commendation

The City Council of the City of Carpinteria presents this Certificate of Commendation to

Bob Strojek

in recognition of your leadership in delivering the Carpinteria Emergency Response Team (CERT) Training, which empowers residents with essential skills to help protect the Carpinteria community in the event of a disaster.

April 13, 2026
Date

Natalia Alarcon, Mayor

Certificate of Commendation

The City Council of the City of Carpinteria presents this Certificate of Commendation to

Anthony Rodriguez

in recognition of your leadership in delivering the Carpinteria Emergency Response Team (CERT) Training, which empowers residents with essential skills to help protect the Carpinteria community in the event of a disaster.

April 13, 2026
Date

Natalia Alarcon, Mayor

Certificate of Commendation

The City Council of the City of Carpinteria presents this Certificate of Commendation to

Diana Ornelas

in recognition of your leadership in delivering the Carpinteria Emergency Response Team (CERT) Training, which empowers residents with essential skills to help protect the Carpinteria community in the event of a disaster.

April 13, 2026
Date

Natalia Alarcon, Mayor

Agenda Section: Presentations
Agenda Item No.: 4
Council Meeting Date: April 13, 2026

City of Carpinteria

COUNCIL AGENDA STAFF REPORT

ITEM FOR COUNCIL CONSIDERATION

Presentation by the County of Santa Barbara Public Health Department on the Carpinteria Health Care Center.

STAFF RECOMMENDATION

Receive and file the presentation on the Carpinteria Health Care Center.

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

DISCUSSION

The City Council will receive a presentation by the County of Santa Barbara Public Health Department regarding the Carpinteria Health Care Center.

FINANCIAL CONSIDERATIONS

There are no financial considerations presented.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

There are no legal nor risk management considerations presented.

OPTIONS

1. Receive and file the presentation (staff recommendation).
2. Provide direction to staff.

PRINCIPAL PARTIES EXPECTED AT MEETING

Ryyn Schumacher, Public Information Officer with the County of Santa Barbara Public Health Department
Jeanette Gumber, Carpinteria Health Care Clinic Administrator
Moses Menchan Jr.

ATTACHMENTS

None

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

Presentation Slides

COUNTY OF SANTA BARBARA HEALTH

one COUNTY one FUTURE

Carpinteria

Health Center

Presented by:
Jeanette Gumber, RN
Clinical Nurse Administrator

APRIL 2026

100 Years
COUNTY OF SANTA BARBARA
HEALTH
est. 1925
COUNTY OF SANTA BARBARA
CALIFORNIA
one COUNTY
one FUTURE

County Health Centers

Carpinteria
Phone: +1 805-560-1050
931 Walnut Ave,
Carpinteria, CA 93013

Franklin
Phone: 1 805-568-2099
31136 E Montecito St,
Santa Barbara, CA 93103

Santa Barbara
Phone: 805-681-5300
300 N. San Antonio Bld
Santa Barbara, CA 93110

Lompoc
Phone: 805-737-6090
301 N. R Street
Lompoc, CA 93436

Santa Maria
Phone: 805-346-7239
2115 S. Centerpointe Pkwy,
Santa Maria, CA 93455

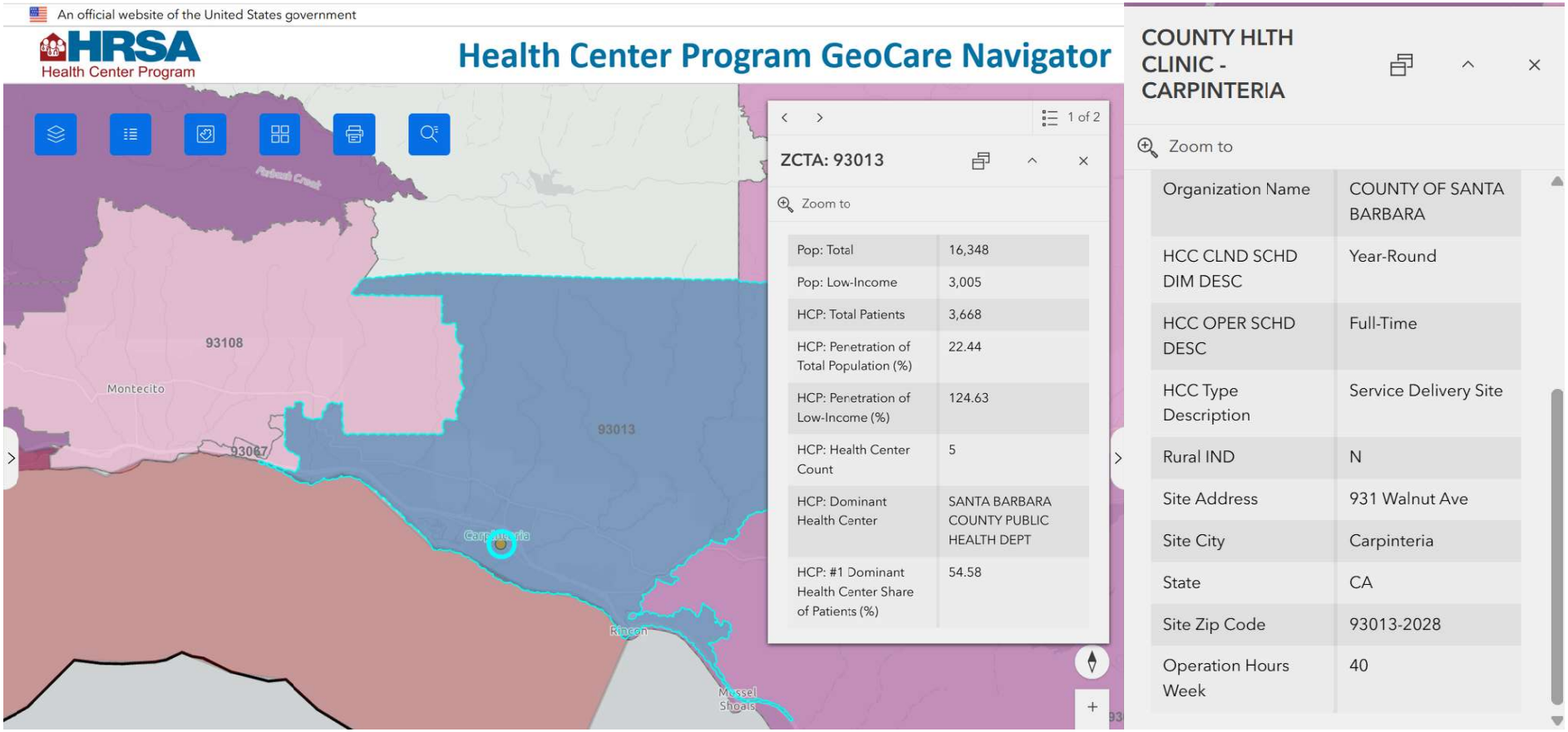
Doctors

Nurses

Support

Our Community Impact

Why We're Needed in Carpinteria



Our Services

- Primary Care
- Pediatric
- Women’s Health
- Behavioral Health

Community Partnerships

Carpinteria Children's Project
Proyecto de Niños de Carpintería

Cottage Health

CenCal HEALTH
Local. Quality. Healthcare.

We have built strong relationships with other county departments and community partners to promote the best outcomes for our patients

WE STRIVE FOR EXCELLENCE!

Contact us

Schedule an appointment today

Carpinteria
Phone: +1 805-560-1050
931 Walnut Ave,
Carpinteria, CA 93013

Franklin
Phone: 1 805-568-2099
31136 E Montecito St,
Santa Barbara, CA 93103

Santa Barbara
Phone: 805-681-5300
300 N. San Antonio Bld
Santa Barbara, CA 93110

Lompoc
Phone: 805-737-6090
301 N. R Street
Lompoc, CA 93436

Santa Maria
Phone: 805-346-7239
2115 S. Centerpointe Pkwy,
Santa Maria, CA 93455

SANTA BARBARA SHERIFF'S OFFICE

MEMORANDUM

Memorandum

Date: **April 7, 2026**

To: Michael Ramirez, City Manager

From: **Chief Rich Brittingham**

Subject: City of Carpinteria – March 2026 Monthly Report

cc: Ryan Kintz, Assistant City Manager

City of Carpinteria
Chief's Recap

Aliso School 4545 Carpinteria Ave (Suspicious Circumstances)

On 03/06/26, at 10:11 am, deputies responded to Aliso Elementary to the report of a man on the railroad behind the school with a handgun. Lockdown protocol was initiated at the school. Within 10 minutes of being in the area, deputies located the subject who was carrying an umbrella and a cell phone, not a firearm. Lockdown was released at 10:28 am.

4800 Blk Carpinteria Avenue (Grand Theft)

The victim reported that his catalytic converter was taken from his blue Toyota Prius while he was sleeping. The victim had no suspect information.

4400 Carpinteria (Indecent Exposure)

The suspect was reported to expose himself on a public sidewalk in view of several people. The incident was recorded on video, and the reporting party agreed to sign a private person's arrest form. Deputies contacted the suspect nearby on Plum Street and observed his genitals were partially exposed. When deputies attempted to detain him, the suspect refused commands, pulled away, and kicked his legs against the patrol vehicle before being handcuffed. A search revealed a metal knife concealed in his waistband that met the definition of a concealed dirk or dagger.

During the investigation, an adult female and two juvenile victims reported the suspect also exposed himself to them and followed them, causing them to fear for their safety. The suspect was confirmed to be on probation and was arrested for PC 314, PC 148(a)(1), and PC 21310.

UPS Store 1072 Casitas Pass Rd (Explosion, Bomb Team Call Out)

The manager of the UPS store called to report a package "exploded" inside the UPS store, discharging a large amount of "some kind of white powder." The manager reported the box had exploded with a loud bang before the powder flooded the room. Deputies arriving on scene determined there were no injuries and the building was not on fire. A perimeter was established around the store, neighboring businesses were evacuated and the Bomb Squad was notified, leading to a callout. The perimeter was pushed out to 100 yards and the UPS employees were ultimately kept separate as a precaution. The PIO notified Carpinteria Middle School to advise students to stay away from Casitas Plaza. Media was also alerted and arrived on scene. Ultimately the Bomb Squad made entry to the store and determined a 20lb fire extinguisher being shipped had exploded.

El Carro/Linden Av (No Peddler's Permit)

A complaint was received regarding subjects unlawfully selling hot food on the sidewalk near El Carro Lane and Linden Avenue. Two subjects were found operating a hot kitchen on the south sidewalk of El Carro Lane. Both subjects were cited per 5.60.030 CMC, Peddler Permit Required. They packed their belongings and left the area.

Community Outreach

- Deputy Daniel Skall was awarded the Carpinteria Public Safety Officer of the Year by the Lions Club. Multiple SBSO personnel attending the awards banquet.

Chief's Message

Please remember to call 911 (non-emergency number if it is not critical) immediately for a law enforcement response when crimes are committed, especially when the suspect displays violent behavior.

Non-Emergency Dispatch Number: 805-683-2724

- Shoplifters/Citizen Arrests:

  Deputies cannot make an arrest for a misdemeanor not committed in their presence, with certain exceptions (Domestic Violence, Restraining order violation, DUI, Elder abuse, etc). When a person/business is a victim, and refuses to sign a citizen arrest form, that perpetrator is often released from the scene, often victimizing someone else. Shoplifter recently contacted, where the business initially wanted nothing done, was on probation, UI meth, in possession of a meth pipe, and subsequently arrested. The business changed their mind because the suspect was in their business the week before stealing product.

- E-Bikes:

  Deputies towed three illegal E-bikes (motorcycles) this past month. Some parents were upset because of the cost of the E-bike, and the fact that they may not get it back. Please remember to do your homework before purchasing your kids an e-bike.

Respectfully,

Chief Rich Brittingham

Rich Brittingham, Lieutenant
Santa Barbara County Sheriff's Office
South County Operations Division-Coastal
City of Carpinteria-Chief of Police Services
805-568-3388 Office
805-566-2166 Fax

Commander's Recap
Coastal Patrol Bureau

March 1, 2026 – March 7, 2026

Monday Mar 2

1406 314(1)PC 0 Beach Parking/ Dump Road Boggess
A male subject exposed his genitals on a public beach just east of the Seal Rookery hike trail. Deputies attempted to locate the subject, but he was gone upon my arrival. An offense report was authored.

1414 273.5 PC Motel 6 North 4200 Via Real (CARP) Van Duzer
The victim and suspect are in a dating relationship. Susp and victim were staying at Motel 6 North on 02/15-02/17. The victim was asleep on the bed when the suspect ([redacted]) saw text messages of the victim texting another male. The suspect began punching the victim multiple times causing injury. Multiple additional unreported domestic violence incidences were also reported including ones out of county. Report taken and forwarded to DA's office

Tuesday Mar 3

0850 647(f) / 065 5400 Carpinteria Ave (CARP) Long
[redacted] was contacted in the Casitas Plaza parking lot. He was acting erratically, walking in traffic and shouting at invisible figures. [redacted] admitted using methamphetamine in the last 24 hours. A records check showed him to have three outstanding misdemeanor warrants. [redacted] was arrested and booked into SBJ.

0857 243(e)(1) 1305 Dahlia Court (CARP) Boggess
A victim reported that his girlfriend slapped him three times on his right shoulder with an open hand. No visible injures were observed and Deputies were unable to contact the suspect. The victim left the area and stated he would be staying with a pastor from now on. The male subject did not want to press charges and did not want an EPO.

Wednesday Mar 4

1533 647(f) 0 Linden/Sandyland (CARP) Boggess
Deputies responded to a call of a white male adult harassing people as they walked by the bus stop. Upon arrival, deputies contacted [redacted] who was cat calling women as they passed by. He was slurring his speech and presented a strong odder of alcohol. He was arrested and booked at the Santa Barbara County Main jail for being in violation of 647(f)- Public Intoxication.

Thursday Mar 5

2214 DOG 1000 Blk Casitas Pass Rd (CARP) Goodwin

Deputies responded to the above location for a domestic incident. Door was slightly open and noises were heard inside the house and deputies attempted to give notice. When deputies opened the spring door to knock on the wooden door, a medium size dog came out and bit a deputy twice. Deputy was checked out by medics. No serious injuries.

Friday Mar 6

1011 hours 019 Alisos School 4545 Carpinteria Ave Squad A

At 1011 hours deputies responded to Alisos elementary to the report of a man on the railroad behind the school with a handgun. Lockdown protocol was initiated at the school. Within 10 minutes of being in the area, deputies located the subject was carrying an umbrella and a cell phone, not a firearm. Lockdown was released at 1028.

0819/1413 hours 646.9(b)/166.4 Jacaranda Wy (CARP) Wreede

At 0819, Probation notified SBSO that GPS monitoring showed [redacted], recently released on bail for stalking and RO violation, was in the exclusion zone surrounding the victim's residence. Shortly after calling, Probation advised that the GPS tracker was now travelling northbound on US 101.

At 1425 hours, the victim called 9-1-1 to report that [redacted] was attempting to enter his rear gate. Deputy Wreede located [redacted] in the carport, and he was taken into custody. These were at least the sixth and seventh violations of the restraining order. Probation advised that [redacted] was released on bail and not subject to their supervision outside of GPS location. [redacted] was booked into SBJ for stalking and RO violation.

1442 hours 015/019 Polo Fields 3375 Foothill Skall

RP found a handgun on the property near the roadway. This was the location of CHP's vehicle pursuit yesterday. Deputy Skall responded and determined the weapon to be a CO2 powered pellet pistol. The air gun was booked for observation

2336 TOW Carpinteria Ave/Reynolds (CARP) Villegas

A Jeep was pulled over for excessive speed. A records check of the vehicle showed that the registration had been expired since 12/09/2021. The driver of the vehicle said he had owned the vehicle since 2021 and had never paid for the registration. The vehicle was towed pursuant to 22651(o) CVC.

Saturday Mar 7

1358 10851(b) Carp Fire Station 61 / 911 Walnut Ave Squad A

[redacted] from Valencia entered the open garage bay of Carpinteria Summerland Fire Station 61 and stole their official, marked, Fire Department pickup truck. The vehicle was unlocked and the keys were in the ignition. After discovering the vehicle was stolen, firefighters chased after [redacted] and boxed him in with two other fire department vehicles at Palm Ave and Carpinteria Ave. Deputies arrested [redacted] without incident. [redacted] admitted to using methamphetamine for the past several days and experienced delusions that Santa Clarita Deputies were searching for him and attempting to harm him. [redacted] claimed he took the truck to drive to the police station. [redacted] was booked into SBJ.

2143 647(f) 4416 Via Real (carp) Villegas

[redacted] was found in the parking lot of Professional Wash Center drinking beer out of a 24 oz can. When contacted, [redacted] was stumbling, had a strong odor of alcohol, and had urinated on himself. [redacted] was arrested and taken to SBJ for violation of 647(f).

2300 273.5(a) PC 4600 Blk Seventh St (Carp) Blanco

[redacted] grabbed her boyfriend's neck and attempted to strangle him during an argument after she was confronted about texting other men. The boyfriend sustained visible injuries to his neck and was cleared by AMR on scene. [redacted] was arrested and booked at SBCJ for violation of 273.5(a) PC.

Commander's Recap
Coastal Patrol Bureau

March 8, 2026 – March 14, 2026

Monday Mar 9

1940 012 4400 Blk Carpinteria Ave K93, Squad B

Deputies conducted a probation check on [redacted]. [redacted] is a person of interest in multiple vandalisms on the east side of Santa Barbara. Deputies located items linking him to the crimes. A follow-up report will be sent to SBPD. A replica firearm was located and taken as evidence for violation of his probation.

Tuesday Mar 10

0741 PC487 4813 Carpinteria Avenue Boggess

The victim reported that his catalytic converter was taken off of his vehicle while he was sleeping. The victim had no suspect information.

0930 PC 602/ CMC8.52.020(a) 5400 Carpinteria Ave Boggess

A female subject was located in an area that she had previously been verbally admonished from. She was also seen smoking in public. She was issued a citation and released at the scene.

Wednesday Mar 11

1134 VAI 3900 Blk Via Real (CARP) Schoenneman

Deputies were dispatched to the area of Via Real and Cravens Lane for a vehicle that had collided into a pole. Upon arrival, the vehicle that was located in the 3900 Blk area of Via Real crashed into a power pole with air bags deployed and heavy damage. The driver was conscious, but she could not remember what had happened. The driver was transported to Santa Barbara Cottage by AMR M1 and her vehicle was towed from the scene at her request. Due to the fence damage to 3950 Via Real (Sandpiper), management of the park was notified.

1820 314PC,148(A)(1) PC,21310PC 4400 Carpinteria Rivera

[redacted] was reported exposing his penis on a public sidewalk in view of several people. The incident was recorded on video, and the reporting party agreed to sign a private person's arrest form. Deputies contacted [redacted] nearby on Plum Street and observed his penis partially exposed. When deputies attempted to detain him, [redacted] refused commands, pulled away, and kicked his legs against the patrol vehicle before being handcuffed. A search of his person revealed a metal knife concealed in his waistband that met the definition of a concealed dirk or dagger. During the investigation, an adult female and two juvenile victims reported [redacted] also exposed himself to them and followed them, causing them to fear for their safety. [redacted] was confirmed to be on probation and was arrested for PC 314, PC 148(a)(1), and PC 21310.

Friday Mar 13

2151 065 101 NB / Padaro Lane (CARP) Goodwin

Deputy conducted a traffic stop at the above location on a vehicle for violations of VC 22349(A) and 26708(a)(1). The driver, [redacted], was found to have a warrant for violations of

5650(A)(1) FG, 5650(A)(6) FG, and 13387(B). [redacted] was arrested, booked into SBJ without further incident, and the vehicle was towed from the scene.

2308 647F/69/243B 4954 Carpinteria Ave (CARP) Squad-D

Deputies responded to Brew and Cue for a reported civil issue between patrons and the bar. SBSO Dispatch noted that the RP and RP's friend appeared to be HBD. Upon arrival, brothers [redacted] and [redacted], were both found intoxicated. Both individuals were unable to obey commands and were eventually arrested. [redacted] kicked a Deputy while being placed into a patrol unit. Both individuals were transported to SBJ without further incident.

Sat Mar 14

0600 012 3900 Blk Via Real (CARP) Squad A

Deputies assisted Carp Fire with a structure fire at Sandpiper Mobile Home Park. The trailer was fully engulfed. The single male resident was evacuated and only suffered burns to his hands. Adjacent trailers sustained only minor damage. The cause of the fire is under investigation.

Commander's Recap
Coastal Patrol Bureau

March 15, 2026 – March 21, 2026

Sunday March 15

1615 20002 CVC Sandyland Road/ Elm Ave (CARP) Van Duzer

A vehicle collided with the reporting parties vehicle while reversing out of a parking stall. The driver of the vehicle fled the location without exchanging information.

2344 647(f) McDonalds (CARP) Sanabria

[redacted] was contacted after causing a disturbance at McDonalds. [redacted] was found to be intoxicated to the point he could not care for himself. He was arrested and booked at the main jail for being in violation of PC 647(f).

Monday March 16

1514 261 PC 1200 Blk Franciscan Ct (CARP) Van Duzer

The victim invited suspect ([redacted]) to her house. Suspect began kissing the victim while they were sitting on the couch. The victim told suspect to stop however suspect did not. Suspect proceeded to have sex with the victim. The incident occurred in the month of November. Victim requested to make report after being served with a restraining order against the suspect by civil units. Case submitted to DA.

1950 11351/11352 101 NB/Bailard Covarubius/Squad B

A vehicle that had tinted windows and no front plate was the subject of a traffic enforcement stop. During the stop the driver, [redacted], and the passenger, [redacted], were both found to be unlicensed. During a search of the vehicle, over a kilogram of Cocaine was discovered in the back seat. [redacted] and [redacted] both had constructive possession of the cocaine and were booked for sales and transportation of cocaine. Bail increase was sought and approved.

Tuesday March 17

1935 DUI Drugs/NARC sales 101/ Castias Pass Rd K93/Squad B

A vehicle traveling NB on HWY 101 was stopped for equipment violations. The driver was found to be operating a motor vehicle while under the influence of a controlled substance. He was arrested for violation of 23152(f) VC. Durning an inventory of the vehicle approx. 1/4 pound of meth was found in his vehicle in different locations. The meth was individually wrapped in multiple weights. He was also found in of over $1,000 in cash. He was booked into SBJ after a blood draw warrant was authored for refusing to supply a blood sample.

Wednesday March 18

0748 11550 HS Linden/Carp (CARP) Oliver

Deputies responded to the intersection of Carpinteria Ave and Linden Ave for a report of a female walking into traffic multiple times. Upon contact, I spoke with the subject, [redacted], who mentioned she had not walked into traffic but did admit she had used methamphetamine and fentanyl within the prior few days. [redacted] consented to a urine sample which tested presumptive positive for amphetamine,

methamphetamine, and fentanyl. [redacted] was arrested, transported, and booked at the Main Jail for 11550 HS without further incident.

1009 415 4900 Blk Sawyer Ave (CARP) Boggess

The reporting party wanted to report that an unknown female subject became upset with her about a political issue involving an ICE incident that occurred. The reporting party felt threatened by the female subject's actions and wanted the incident documented.

1038 11350 HS 4528 Carpinteria Ave (CARP) Van Duzer

Deputies responded to a trespass suspect at the above location. Subject ([redacted]) who was wearing an all-white mental hospital outfit with a medical wristband voluntarily left the location. Mobile crisis responded and placed the subject on a 5150 hold. Narcotics were located on the subject, however due to the subject's mental health state he was transported to the hospital on the 5150 hold. Case forwarded to DA for filing of charges, narcotics recovered.

1500 Found Property 5775 Carpinteria Ave (CARP) Boggess

A laptop cover, apple laptop, mouse cover, and apple wireless mouse was found by a city employee at the Carpinteria public library. An incident report was authored, and the property was booked for safekeeping.

Thursday March 19

1307 459 4855 Fifth Street (Carp) Skall

Unknown suspect(s) forced entry through a window to the Carpinteria Community Garden building, and stole a work iPhone, speaker, and folding saw. No suspect info.

2047 415D 1000 Blk Holly Ave(CARP) Goodwin

Deputies responded to the above location for reported domestic disturbance. Upon interviewing [redacted] and [redacted]. It was determined that no crime had occurred, both parties were HBD and had a verbal argument about how much the gardener should be paid. Case number was pulled to document the incident due to prior domestic violence.

Friday March 20

1932 084 1061 Casitas Pass Road(Carp) Villegas / Goodwin

[redacted] has been 415 verbal with her daughter [redacted]. [redacted] lives with [redacted] and was her caregiver until December of 2025. [redacted] had a mental breakdown and has not been caring for her mother like she used to. [redacted] keeps trash bags full of trash placed against the wall in the kitchen area and has the home messy with Misc. clothing and items all over her bedroom. [redacted] has to enter [redacted]'s bedroom to go and use the bathroom. Due to [redacted]'s past mental health history and suicidal tendencies, I had Behavioral Wellness evaluate [redacted] for possible 5150 hold. Behavioral Wellness decided that [redacted] did not meet the criteria for 5150. I made an online APS referral in regard to [redacted]'s living condition. Deputies also found an unknown white powdery substance from [redacted]'s room which was retrieved and booked as suspected ketamine.

Saturday March 21

1112 VAI 5550 Carp Ave (CARP) Schoenneman

Deputies responded to the above-mentioned address (Motel 6 South) for a vehicle vs bicycle TC. Upon arrival, the bicyclist was found sitting on the street in front of the western driveway to Motel 6 alert and oriented but bleeding from a laceration to his left shoulder. A vehicle had pulled out from the western driveway in front of the bicyclist to travel westbound on Carp Ave. The bicyclist observed the vehicle but collided into the rear window, shattering it and sustaining injuries. The bicyclist was evaluated and transported to the hospital by AMR M1.

1757 530.5(e) PC 5154 Foothill Rd (CARP) Rodriguez

Unknown subjects stole mail from mailboxes along Foothill Rd. and Casitas Pass Rd. In violation of 530.5(e) PC. The suspected vehicle has registered owners with an address out of Los Angeles.

Commander's Recap
Coastal Patrol Bureau

March 22, 2026 – March 28, 2026

Sunday March 22

0837 PC 166 1000 Blk Casitas Pass (CARP) Boggess
The reporting party called to report that her neighbor was in violation of an active Civil Harassment Order. My investigation revealed that the restrained party had not been notified or served the order. I read the restrained party the terms of the order and provided her with pictures of the documentation. An incident report was authored.

1035 PC 488 850 Linden Avenue(CARP) Boggess
The reporting party called to report that several of her personal belongings had been stolen. The reporting party had no suspect information. An offense report was authored.

1052 25620 BP 4500 Blk Carpinteria Ave(CARP) Oliver
Deputies were dispatched to 4500 Blk Carpinteria Ave for a male smoking something in the stairwell. I later contacted the subject, [redacted], in front of Carls Jr, who was carrying an open container of an alcoholic beverage (24oz can of Twisted Tea), in violation of 25620(a) BP. [redacted] was cited for the above-mentioned violation. He signed the citation and departed without further incident.

1323 11377 HS 1116 Casitias Pass (CARP) Oliver
Deputies responded to 1116 Casitas Plaza for a report of a man swinging a sword. Upon arrival, deputies contacted [redacted] who was carrying the shaft of a large metal umbrella stand. During a pat search, deputies located a small plastic baggie of methamphetamine in his front right pocket. [redacted] was ultimately cited and released in front of the Main Jail.

1920 459.5PC 1036 Casitas Pass Rd. (CARP) Brady/Martinez
[redacted] was arrested for shoplifting at CVS. Due to staffing she was released with a citation.

2135 647f PC Azaelea/Carnation (CARP) Martinez/Brady
[redacted] got into a verbal domestic with her husband. She went to her parents to cool down. While at her parents she was intoxicated got into an altercation with her mother, father, and sister. Due to her inebriated state and beginnings of a mental health episode, she ran out of the house and down the street saying she was better off dying. She initially was willing to go to the hospital voluntarily, but when the ambulance arrived, she became 415 with family and deputies and was subsequently arrested for 647(f) PC.

Monday March 23

1002 005 Walnut Ave(CARP) Boggess

The reporting party called to report that her neighbor and her have been having civil issues for the last year. The reporting party stated her neighbor had come into her yard and moved her property. The reporting party also stated that her neighbor purposefully coughed on her on a separate incident. An incident report was authored.

1430 Explosion UPS 1072 Casistas Pass Rd (CARP) C-Squad

The manager of the UPS store called to report a package "exploded" inside the store, discharging a large amount of "some kind of white powder." The manager reported the box had exploded with a loud bang before the powder flooded the room. Deputies arriving on scene determined there were no injuries and the building was not on fire. A perimeter was established around the store, neighboring businesses were evacuated and the Bomb Squad was notified, leading to a callout. The perimeter was pushed out to 100 yards and the UPS employees were ultimately kept separate as a precaution. The PIO notified Carpinteria Middle School to advise students to stay away from Casitas Plaza. Media was also alerted and arrived on scene. Ultimately the Bomb Squad made entry to the store and determined a 20lb fire extinguisher being shipped had exploded.

Tuesday March 24

0036 647 F PC 5550 Carpinteria Ave (Carp) Mendez

The reporting party called because he had an irate subject in the lobby. The reporting party thought the subject was going to batter him and he pepper sprayed him. The reporting party did not want to press charges, but the subject was arrested for being intoxicated in public.

1019 10851 CVC 4950 Foothill Rd(CARP) Oliver

Deputies spoke with [redacted] who mentioned his motorcycle was stored at 4950 Foothill Road. He did not realize his motorcycle was stolen until he received multiple parking citations from Long Beach, CA in the mail. He last saw his motorcycle in November of 2025.

1419 459.5PC 1036 Casitas Pass Rd (CARP) Oliver

[redacted] stole several tall cans of beer from CVS. He was contacted by deputies at McDonalds. A probation search of his backpack revealed the stolen beers as well as a meth pipe. [redacted] was arrested and transported to SBJ.

Wednesday March 25

0754 10851 101/Bailard Squad A

SBPD broadcast the 10851 of a vehicle occurred at Cottage Hospital at 0704 hours. The vehicle was then involved in a hit and run collision at the Milpas roundabout, seen

driving wrong way on Santa Barbara City streets, and driving recklessly on southbound 101. Deputies attempted to initiate a traffic stop on the solo female driver of the vehicle on southbound 101/Bailard. The vehicle failed to yield, slowed to 35 MPH and remained in the center lane of southbound 101. Surrounding traffic slowed behind deputies leaving the freeway clear. Due to the vehicle previously being involved in and fleeing the scene of an accident and driving in an unsafe manner, a PIT was authorized to prevent additional risk to the public. The PIT was successful and the vehicle slowed to a stop in the right shoulder without any further collisions. The sole occupant of the vehicle, 22 year old [redacted] of Los Angeles, was taken into custody without incident. There were no injuries and no damage to patrol vehicles. [redacted] was listed as a missing person out of Los Angeles. During a vehicle inventory, deputies recovered a Ruger Mini-14, .223 rifle and several loaded magazines belonging to the victim (vehicle R/O). [redacted] was booked on charges of VC 10851 and VC 2800.1.

1942 Found Property 4400 Blk El Carro Ln(Carp) Rodriguez

[redacted] wanted to turn in a rifle round that he found while digging in his backyard. The rifle round will be booked for destruction.

0504 Illegal Camp Casitas Pass Rd JNO Carp Ave (CARP) Goodwin

Deputies conducted a premise check and located [redacted] sleeping behind the bus bench on Casitas Pass Rd JNO Carp Ave. Dep. Goodwin recognized her and had knowledge of her being warned about illegal camping from Dep. Oliver. [redacted] was contacted and issued a citation for violation of CMC 8.20.020.

Thursday March 26

1954 5.60.030 CMC El Carro/Linden Av Sandu/Villegas

A complaint was received from City staff regarding subjects unlawfully selling food on the sidewalk near El Carro Lane and Linden Avenue. [redacted] and [redacted] were found operating a hot kitchen on the south sidewalk of El Carro Lane. Both subjects were cited per 5.60.030 CMC, Peddler Permit Required.

2108 12500(a) CVC Carp/Palm (Carp) Villegas

Deputies contacted a vehicle for a broken headlight. Upon contacting the driver, [redacted], I found that the driver only had a permit but did not have an actual driver's license. [redacted] was cited for driving without a driver's license.

2335 Illegal Camp 1011 Casitas Pass Rd (CARP) Goodwin

Deputies conducted a premise check and located [redacted] sleeping near Verizon on the sidewalk. [redacted] is from Santa Barbara and came to Carpinteria to visit family. He was advised of the Carpinteria Municipal Codes and issued a citation for violation of CMC 8.20.020.

Friday March 27

0901 419 PC Shephard's Place Apts Schoenneman

[redacted] was evicted from her apartment yesterday by Sheriff's Civil deputies. Today, [redacted] re-entered the apartment without permission from management. Prosecution was desired. [redacted] was arrested and booked into SBJ.

1205 20002 5085 Carp Av (American Gas CARP) Trujillo

Deputies responded to the above-mentioned address for a reported non-injury hit and run. According to the reporting party, a large yellow box truck was too tall to maneuver under the canopy of the gas station, and it collided into the canopy causing damage. The driver then drove away in the truck without exchanging any information with the gas station attendant.

0117 NARC/ 273a(a) PC Casitas Pass NB Offramp (CARP) K92

Deputies contacted a vehicle for illegal window tint. The vehicle was occupied by a husband and wife and their 2-year-old daughter. During the stop K92 had his dog Draco do an open-air sniff around the vehicle and Draco alerted indicating the presence of narcotics. During a probable cause search of the vehicle, deputies located over 5 pounds of methamphetamines in the trunk. Both occupants of the vehicle were arrested and booked into jail. CWS was notified and they approved of the grandmother taking possession of the 2-year-old.

Saturday March 28

1000 --- (CARP) ---- Squad A

Approximately 200 attendees marched through Carpinteria during the No Kings protest. No confrontations, no agitators, no traffic issues.

Commander's Recap
Coastal Patrol Bureau

March 29, 2026 – April 4, 2026

Sunday March 29

1232 12500(a)CVC 5550 Carp Ave(CARP) Boggess

Vehicle stop was conducted for violations of CVC 5200(a) and CVC 26708(a). Driver was found to be operating the vehicle without a driver's license. Driver was cited for CVC 12500(a), CVC 5200(a), and CVC 26708(a). The vehicle was picked up by a separate driver with a valid license.

1324 12500(a)CVC 5452 Foothill Rd(CARP) Boggess

Driver was stopped for a violation of CVC 5200(a). Driver was contacted and also determined to be in violation of CVC 12500(a). Driver was cited for the aforementioned violations, and his vehicle was left legally parked at the scene.

1739 Tow Carpinteria Ave Rivera

A vehicle was towed by Love's towing from subject for driving with Exp Reg, No Insurance and No Driver's License.

Monday March 30

1028 Tow/12500CVC 4140 Via Real Oliver

I was on routine patrol in a marked SBSO patrol vehicle driving westbound on Via Real near 4140 Via Real, when I noticed a motorcycle driving approximately 15 mph below the speed limit with a broken left turning signal, in violation of 22400 CVC and 24252 CVC. I conducted a traffic enforcement stop and contacted the driver, [redacted], who did not have a driver's license, in violation of 12500 CVC. [redacted] was cited for 12500 CVC, which she signed and departed without further issue. The motorcycle was towed by Holzer's Towing since it was illegally parked blocking the bike lane and [redacted] did not know anyone who had a valid motorcycle's license.

1439 CVC 20002(a) 4200 Via Real(CARP) Boggess

Deputies responded to Motel 6 North for a report of a hit and run with minor damage. The RP and victim stated that the suspect vehicle fled westbound on Via Real without attempting to locate the owner of the vehicle. The motel manager provided a vehicle plate and description of the suspect vehicle. I collected security camera footage from Motel 6 of the incident. The ID of the suspect driver is unknown at this time. Event occurred on private property, but a TC report was authored due to the CVC 20002(a).

Tuesday March 31

1120 CVC 14601.2(a) 1254 Casitas Pass (CARP) Boggess

A traffic enforcement stop was conducted for expired tabs. I contacted the driver. [redacted], who stated he did not have a CDL or current vehicle registration. A records check revealed that the driver, [redacted], had previously been arrested for DUI and his license was suspended. I issued [redacted] a citation for CVC 14601.2(a) and CVC 4000(a)(1). [redacted] was also served a notice of suspension.

Wednesday April 1

1032 415 PC 1300 Dahlia Ct. (CARP) Oliver

Deputies responded to 1300 Dahila Court and 4410 Via Real for altercations between two juveniles and two adults ([redacted] and [redacted]). The juveniles, who were riding ebikes, insulted [redacted] and called him "faggot," leading to [redacted] chasing them in his vehicle to Dahlia Court to tell them off. [redacted] was later contacted at his residence and advised to not to engage the juveniles further. Shortly after, [redacted], who lives and works with [redacted], walked to Dahlia Court and shouted at the juveniles through the fence, prompting another call for service. Deputies attempted to contact [redacted] but were unable to locate him.

2036 487 pc Best Western Plus Inn (CARP) Villegas

At 0700 hours, the victim, a guest at Best Western Plus Inn left his room, leaving a laptop computer and phone charger on top of his bed. At approximately 1730 hours, the victim returned to the hotel room to find the room door slightly opened. He entered the room and did not find anyone inside but did notice that the laptop and phone charger was missing. The victim looked around for the items but was unable to locate them. The victim reported it to the Front Desk Clerk. The victim was told that in the morning the Hotel Manager would arrive and would have access to the surveillance cameras. According to the victim there was no signs of forced entry to the room. Hotel staff told the victim that they would follow up with him after looking at the surveillance footage. I also asked Hotel staff if they can email me a copy of the surveillance footage of the hotel hallways. Hotel Staff agreed to give me any information related to this case.

2204 CVC 22349(a) N/B-Bailard Ave (CARP) Goodwin

[redacted] was seen travelling at a high rate of speed on the 101 N/B from Bailard Ave. Lidar reading confirmed the visual estimation at 91 MPH. Traffic stop was conducted and he was cited for violation of VC 22349(a).

2229 CMC 8.20.020 5130 Carpinteria Ave Centeno

[redacted] was cited for illegal camping. She was found wrapped in her sleeping bag in front of the bookstore at 5130 Carp Ave.

Thursday April 2

2050 CVC 23223(a) 1036 Casitas Pass Rd (CARP) Goodwin

[redacted] was contacted by deputies and found to have a Modelo beer can in the vehicle. It was a 24 OZ can that was still cold and approximately 40% full. He was issued a citation.

Friday April 3

1503 DUI Carp Community Pool Schoenneman

[redacted] was reported being intoxicated and leaving the Community pool. Deputies conducted an enforcement stop and found his registration had been expired since 2024, [redacted]'s license was suspended and he was on DUI probation. [redacted] performed poorly during FST's and provided a PAS of 0.07. [redacted] was arrested for DUI, suspended license, driving without an interlock, and driving with a BAC on DUI probation. He was booked into SBJ.

Saturday April 4

0628 8.20.020CMC 1000 Casitas Plaza(CARP) Oliver

[redacted] was cited for illegal camping in front of the old IHOP.

1321 VAI Maple Ave/8th St Oliver

A driver sustained seat belt injuries across her chest and left arm as a result of a driver's side broadside traffic collision at Maple Ave and 8th Street.
The injured driver declined being transported to the hospital. Both drivers departed after information exchange.

0902 PC 166(c)(1) / PC 3056 --- ST 39 Trujillo

[redacted] was recently paroled on 03/2026. [redacted] is prohibited from contacting the victim by a served CPO. [redacted] emailed the victim in violation of the order. [redacted]'s address of record was in Oxnard. Oxnard PD assisted with contacting and arresting [redacted] at his residence. His parole agent authorized a parole hold. [redacted] was transported from the Oxnard PD station and booked into SBJ.

2207 065 Padaro/Santa Claus Alleman

[redacted] was arrested for his outstanding warrant.

Roy Lee
County Supervisor, First District

Agenda Section: Public Information
Agenda Item No.: 6
Council Meeting Date: April 13, 2026

Subject: 4/13 Agenda for Report from First District Supervisor Roy Lee

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1. **Housing Update in Unincorporated Carpinteria**
   A. VAN WINDERDEN 1 and 2 – No project application submitted
   B. CRAVENS LANE – No update; applicant still addressing feedback
   C. BAILARD
      - Joint Meeting was held on 3/26 with teams from City, Carp-Summerland Fire, County and Red Tail Applicant; discussed an in-progress evacuation study, proposed changes to Bailard Ave, and proposed changes to Pandanus.
      - Applicant me with Casitas Villages HOA Board Members and their attorney on 3/26 to discuss their proposed changes to pandanus alley.
      - Next steps: Applicant is continuing to meet with City and Fire officials to address ingress/egress points, utilities, and emergency access; these are all preliminary steps to apply for a Coastal Development Permit and encroachment permits from the city
      - Builders Remedy application remains open

2. **Cannabis Updates**
   - Update on Notice of Violations to operators out of compliance
   - Update on revoking business licenses
   - Community members can report odor complaints through the County website: https://www.countyofsb.org/4751/Cannabis-Program

3. **Budget Workshop, Board of Supervisors – Fiscal Year 26-27**
   - Budget Workshop this week - April 13, 15, 17
   - Budget Adoption June 16, 18
   - The County is facing a tight budget due to HR1 ("Big Beautiful Bill") – all local jurisdictions in California are facing federal and state funding cuts over the next 4 years. During the budget workshop in April, every County department will present their FY2026-2027 budget which will reflect proposed cuts. Please tune in and let us know what services are essential to Carpinteria!

4. **Film Commission**
   - At the Board of Supervisors Meeting on April 7th, the Board provided direction for establishing a Santa Barbara County Film Commissioner. The purpose of this position would be to help facilitate and promote film production within Santa Barbara County, including cities if they are interested.

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

REGULAR MEETING AGENDA
MONDAY, APRIL 13, 2026
5:30 P.M.

---

1. Call to order and roll call.

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

3. Public Comment – This is the time for public comments on matters not otherwise on the agenda but within the subject matter of the Carpinteria Library Board of Trustees.

4. Approval of minutes of the regular meeting held March 9, 2026.

5. Carpinteria Community Library Monthly Report – April 2026.

   Recommendation: Receive and file the report.

6. New Business & Discussion.

7. Adjournment.

The Carpinteria Library Board of Trustees agenda and any associated staff reports will be available on Thursday, April 9, 2026 on the City's Website: https://carpinteriaca.gov/city-hall/agendas-meetings/. The Carpinteria Library Board of Trustees agenda and staff reports are part of the City Council agenda for its regular meeting of April 13, 2026. Please see "TEMPORARY ADJOURNMENT FOR THE PURPOSE OF HOLDING THE MONTHLY MEETING OF THE CARPINTERIA LIBRARY BOARD OF TRUSTEES." Details and procedures on how to provide public comment and participate in the meeting through telephonic means are available on the posted City Council agenda at https://carpinteriaca.gov/city-hall/agendas-meetings/.

In compliance with the Americans with Disabilities Act, if you need assistance to participate in this meeting, please contact Brian Barrett, City Clerk at brianb@carpinteriaca.gov or (805) 755-4403. Notification two business days prior to the meeting will enable the City to make reasonable arrangements for accessibility to this meeting. This agenda was posted on Thursday, April 9, 2026, in the City Clerk's Office, on the City Hall Public Notices Board, and on the Internet.

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

REGULAR MEETING MINUTES
MONDAY, MARCH 9, 2026

---

1. Call to order and roll call.

President Alarcon called the meeting to order at 6:10 pm.

Boardmembers present:	Boardmember Al Clark Boardmember Julia Mayer Boardmember Wade T. Nomura Vice President Mónica J. Solórzano President Natalia Alarcon
Staff members present:	Michael Ramirez, Chief Executive Officer Jena Shoaf Acos, Legal Counsel Ryan Kintz, Assistant Chief Executive Officer Eric Castro, City Librarian Brian C. Barrett, Secretary

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

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

3. Public Comment

Speakers in-person: Hazel Claassen, Christian Kane, and River Irwin

4. Approval of minutes of the regular meeting held February 9, 2026.

There was no public comment.

Motion by Boardmember Mayer, seconded by Boardmember Nomura, to approve the minutes of the regular meeting held February 9, 2026. Upon voice vote, the motion carried unanimously.

5. Carpinteria Community Library Monthly Report – March 2026.

Recommendation: Receive and file the report.

City Librarian Castro presented the staff report and PowerPoint presentation.

There was no public comment.

Motion by Vice President Solórzano, seconded by Boardmember Nomura, to receive and file the report. Upon voice vote, the motion carried unanimously.

6. New Business & Discussion.

There was no new business nor discussion.

7. Adjournment.

President Alarcon adjourned the meeting at 6:38 pm.

_____
Brian C. Barrett, MMC, CPMC, Secretary

City of Carpinteria

LIBRARY BOARD OF TRUSTEES AGENDA STAFF REPORT
April 13, 2026

ITEM FOR LIBRARY BOARD OF TRUSTEES CONSIDERATION

Carpinteria Community Library Monthly Report – April 2026

STAFF RECOMMENDATION

Receive and file the report.

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

BACKGROUND

The Carpinteria Community Library was established by Ordinance No. 747 on June 14, 2021, and codified in Chapter 2.38 of the Carpinteria Municipal Code. That ordinance also established a Library Board of Trustees, which is required to meet at least once per month.

The purpose of this agenda item is to provide the Library Board of Trustees an update on the Library's programs, outreach efforts, operations, and staff changes, if any.

DISCUSSION

Program and Collection Updates:

The following programs and collaborative activities were offered during March 2026:

- **March 2 – SBCC Computer Class**

  The Basic Computers classes continue to maintain full attendance. These classes are scheduled to conclude on May 18. The program is transitioning to its next level, *Microsoft Excel Fundamentals (Bilingual)*, with registration currently open through the Santa Barbara City College system for Summer 2026. The upcoming session will run for 10 weeks, beginning June 1.

- **March 10 – Wild Things Talks: Santa Barbara Wildlife Care Network (SBWCN)**

SBWCN presented on their services and educated attendees on how to protect and coexist with local wildlife—particularly the fauna of California's Central Coast, which faces challenges such as injury, illness, and orphaning due to oil contamination, habitat loss, vehicle strikes, and coastal storms.

The next presentation will take place on April 22 at 5:00 p.m. at the Veterans Hall and will focus on the Vandenberg mission, including space launch operations and sonic booms.

- **March 16 – Book Club: *James***

  The Library Book Club met to discuss *James* by Percival Everett, recipient of the 2025 Pulitzer Prize for Fiction. The discussion was well attended and generated thoughtful conversations about themes of identity, race, freedom, and the complexities of human relationships. The next book selection will be *Heartwood* by Amity Gaige, with the discussion scheduled for April 20.

- **March 13 & 27 – Teen Advisory Board (TAB)**

  The Teen Advisory Board met twice in March and worked on developing the Library's first Teen Gaming Club, featuring a *Geometry Dash* competition. This E-rated (Everyone) game is recognized as a valuable tool for supporting cognitive development while providing a fun and engaging experience. The event is scheduled for April 13 at 4:30 p.m. in the Library's Community Room.

- **March 27 – Movie Night: *Hugo***

  The Library screened *Hugo*, based on Brian Selznick's book *The Invention of Hugo Cabret*. The film highlights themes of film preservation, the power of dreams, and the enduring human need for connection and purpose.

  The next Movie Night is scheduled for April 24 at 6:00 p.m. and will feature *The Wild Robot*.

- **Ongoing Library Programs**

  The Library continued to offer a variety of recurring programs, including: English Conversation Group, Preschool Storytime, Carp Writers Group, Songwriters Workshop, Babies Are the Best, Homeschoolers History Class, Carp Knitters Group, Dementia Caregivers Support Group, Carpinteria Birdwatchers Group, Dungeons & Dragons Playtime, and Friday Fun sessions.

  Additional information on ongoing programs and events is available on the Library's online event calendar:

  https://carpinterialibrary.org/events/month/.

Partnerships and Grants:

- **American Library Association / REFORMA Dia De Los Niños Grant**

  The Carpinteria Community Library was selected as one of five libraries nationwide to receive the Día De Los Niños Grant, supporting the celebration of Latino culture and children.

  The selected proposal, submitted by Community Engagement Librarian Terra Furuta—*"Caminos de Cuentos y Colores / Sidewalks of Stories and Colors"*—is a vibrant, family-friendly event celebrating Latino/x/é culture through storytelling, art, and community engagement. The event will take place on April 25 from 10:00 a.m. to 3:00 p.m.

  The centerpiece will be a Chalk Art Festival, where school-aged children (ages 5–12) will create colorful sidewalk drawings inspired by their favorite Spanish-language picture books (this is not a contest). A local artist will lead a hands-on workshop teaching participants how to use grid techniques to transfer images from book pages to the sidewalk, fostering both creativity and literacy.

- **Southern California Library Cooperative**

  The Carpinteria Community Library has been awarded the *EmPOWERing Access* project grant, which consists of a Spectrum Light Lab table for the Library's children's section. Valued at $2,400, this light table supports early literacy through play, promotes STEAM learning, and encourages creativity and imagination.

  The grant was presented by Community Engagement Librarian Terra Furuta.

Staff Updates:

Part-Time Literacy Coordinator:

The Library's Literacy Coordinator, Stefanie Colburn, will be leaving the Library in May 2026. The position was posted on March 6 and remained open through March 29. A total of 43 applications were received, and candidates are currently being reviewed as part of the selection process for the next phase.

POLICY CONSISTENCY

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

FINANCIAL CONSIDERATIONS

All resources and activities are budgeted in the FY2025-2026 Library budget.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

As determined necessary and appropriate, staff consults with the City Attorney's Office and risk managers of its insurance entity, the California Joint Powers Insurance Authority, in order to ensure compliance with legal requirements and best practices.

OPTIONS

1. Receive and file.
2. Direct staff as appropriate.

PRINCIPAL PARTIES EXPECTED AT MEETING

None

ATTACHMENTS

None

Staff contact:
Eric Castro, City Librarian
(805) 684-4314, ericc@carpinteriaca.gov

Signature

Staff contact: Jeanette Gant, Director of Parks, Recreation and Community Services
(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

MEMORANDUM

Council Meeting Date: **April 13, 2026**

To: Honorable Mayor and City Council

From: Michael Ramirez, City Manager

Subject: **City Manager's Report**

CITY EMPLOYEE UPDATES

Recruitments

Below are the current open recruitments and recruitment statuses. Additional information on City job openings is available online at https://carpinteriaca.gov/city-hall/human-resources/.

- Accounting Specialist/Accounting Technician
  - *Pending Background*
- Beach Lifeguard I/II/III
  - *Deadline to Apply: April 30, 2026*
- Library Technician I/II/III
  - *Pending Interviews*
- Lifeguard Program Coordinator I, II, III – Part-Time
  - *Pending Interviews*
- Pool Lifeguard I/II/III
  - *Deadline to Apply: April 30, 2026*
- Maintenance Worker I – Full-Time
  - *Pending Screening of Applications*

The Carpinteria Aquatics Team is currently training 14 beach lifeguard rookies, with sessions running from mid-April through mid-May. This marks a significant increase from last summer's five rookies and will greatly enhance beach staffing for the upcoming season.

At the community pool, 11 pool lifeguard rookies are also in training, with their final session scheduled for April 12.

UPDATES ON CAPITAL IMPROVEMENT PROJECTS

Capital Improvement Plan (CIP) Workshop

None at this time

UPDATES ON DEVELOPMENT APPLICATIONS

Housing Laws Frequently Asked Questions

The Community Development Department has posted to the City website a new Frequently Asked Questions (FAQs) page related to statewide housing laws. The FAQs are intended to provide the public with an understanding of the City's Regional Housing Needs Assessment (RHNA) allocation, the City's certified Housing Element, and key statewide housing laws. The FAQ responses provide an introductory explanation of the law(s) and links to where the reader can learn more about each law. The FAQs can be found on the City's Housing webpage at: https://carpinteriaca.gov/city-hall/community-development/housing/

5885 Carpinteria Avenue Residential Project

The applicant team held a community open house event on Thursday, April 9, at the Carpinteria Community Church to share information about the proposed project and to solicit community feedback. City staff were present at the event. The applicant team launched a website for the project at www.thefarmcarpinteria.com. Interested persons can subscribe to email updates on the website.

5115 Ogan Road Residential Project

On February 24, 2026, Carpinteria Group LLC filed a Petition for Writ of Mandate and Complaint against the City of Carpinteria in the Santa Barbara County Superior Court, alleging violations of state housing laws, noncompliance with Public Records Act requirements, and deficiencies in the City's Housing Element. In response to the pending litigation, the City has released the following statement: The City believes it has complied with all applicable laws related to this project and that the lawsuit is without merit as it misstates the law and the facts. Additional details, including the parties' pleadings, are available on the Santa Barbara Superior Court website.

OTHER CITY/COMMUNITY UPDATES

Rincon Trail Project

The Rincon Trail Project has been selected by Congressman Salud Carbajal to advance for consideration under the Fiscal Year 2027 federal appropriations process. The $2 million Community Project Funding request will now move to the Subcommittee on Transportation, Housing, and Urban Development for further review. The selection of the

project by Congressman Carbajal is an important step in a highly competitive process and reflects the strength of the project and its regional benefit.

Community Emergency Response Team (CERT) Spring 2026 Class

The City of Carpinteria, in partnership with the Boys and Girls Club of Carpinteria, Carpinteria-Summerland Fire Protection District, and the CERT Collaborative, successfully hosted a Teen CERT course from March 31 through April 3 at the Carpinteria Boys and Girls Club. This marks only the second Teen CERT course offered in the City's history, with the first held more than a decade ago at Carpinteria High School.

The Spring 2026 cohort included sixteen students, primarily middle school and early high school participants, who completed comprehensive, hands-on training in disaster preparedness and response. The course curriculum introduced students to essential skills such as basic fire safety, light search and rescue, disaster medical operations, and team organization.

Providing this training at an early age is a critical investment in community resilience. By equipping young residents with the knowledge and confidence to respond effectively during emergencies, the program helps build a more prepared and capable community. Participants not only gain practical life-saving skills, but also develop a sense of civic responsibility and readiness to assist their families, neighbors, and the broader Carpinteria community in times of disaster.

State of the City – Santa Barbara South Coast Chamber of Commerce Event

On Friday, April 10, City leadership participated in the annual State of the City event hosted by the Santa Barbara South Coast Chamber of Commerce at the Hilton Santa Barbara Beachfront Resort. Attendees included Mayor Natalia Alarcon, Vice Mayor Monica Solorzano, City Manager Michael Ramirez, and several City staff members.

Mayor Alarcon delivered remarks highlighting key accomplishments, priorities, and ongoing initiatives, accompanied by a video presentation that is now publicly available on YouTube. City Manager Ramirez also participated in a panel discussion with regional leaders, contributing to a broader dialogue on issues impacting the South Coast.

The event provided an opportunity to showcase Carpinteria's progress, strengthen regional partnerships, and engage with business and community stakeholders on shared priorities and future initiatives.

Junior Lifeguard Registration

Registration for the Summer 2026 Junior Lifeguard Program opened on March 16. To date, Session 1 (June 15 – July 10) has 170 enrollments in the Junior Lifeguard program and 24 participants registered for the new "After Camp" program. Session 2 (July 13 –

August 6) currently has 139 Junior Lifeguard enrollments, with 16 participants registered for “After Camp”.

A total of 217 individuals has registered for the Junior Lifeguard program this year, compared to approximately 180 participants last summer.

Space remains available in most groups and sessions; however, the “B” group in Session 2 is currently full. Staffing levels will be adjusted based on enrollment by groups and sessions. Lifeguards will be deployed across multiple functions, including Junior Lifeguard instruction, “After Camp” programming, and beach tower coverage.

Community Garden

On April 1, the Community Garden hosted a Seed Ball Making Workshop led by Parks, Recreation, & Community Services Program Manager Torrie Cutbirth. Fifteen participants learned how to make California native seedballs and painted rocks to decorate the garden.

The Community Garden will be tabling at the Carpinteria Arts Center’s inaugural Carpinteria eARTh Day on Saturday, April 18, from 12:00 p.m. to 4:00 p.m. Visitors who stop by the Garden’s table will make a California native seedball to toss into gardens to promote local biodiversity and support pollinators.

In March, the Community Garden’s composting systems diverted 171 pounds of food and garden scraps from the landfill.

AgeWell

The inaugural AgeWell Mini Kite Festival welcomed 23 guests at Linden field on Saturday, April 4. Guests of all ages enjoyed a beautiful spring morning filled with kites, sunshine, laughter, and community spirit.

Join AgeWell on Thursday, April 16, from 1 p.m. to 2 p.m. in the Veterans Memorial Hall Meeting Room for an informative lecture with Omar Flores, owner of Carp Physio. Omar will share practical strategies for caring for your joints, maintaining mobility, and reducing everyday aches and pains to help you stay active and healthy.

MEMORANDUM

Date: **April 7, 2026**

To: **City Council**

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

Subject: **April 6, 2026 Planning Commission Action**

On Monday, April 6th, the Planning Commission considered the following hearing request with all five Commissioners in attendance:

Verizon Wireless Communications Facility
Planner: Bret McNulty
Applicant: Celeste Magennis, Centerline Communications, for Verizon Wireless, LLC
Address: 912 Linden Avenue

Continued hearing from February 2, 2026, on the request of Celeste Magennis, Centerline Communications, for Verizon Wireless, LLC to consider Project 25-2336-CUP/CDP/ARB (application filed on March 6, 2025) for approval of a Conditional Use Permit and Coastal Development Permit to allow for installation of a new wireless telecommunications facility with screening on the roof top of an existing single-story retail-commercial building, including two (2) new wireless antenna arrays adjacent to the sides of the Carpinteria clock tower, one (1) new wireless antenna array at the south end of the building , and one (1) battery and radio support equipment enclosure on the roof of an accessory structure at the rear of the building along Cactus Lane, roof top access ladders, and dedicated parking for an emergency generator truck, and installation of utility connections within the Cactus Lane public right of way under the provisions of Section 6409(a) of the federal Spectrum Act; the Carpinteria Municipal Code (CMC) § 14.22 Central Business District, § 14.44 Visitor Serving/Highway Commercial Overlay District, § 14.62.010 Conditional Use Permit, § 14.56 Wireless Communications; and to approve an Exemption pursuant to §15301 and §15303 of the California Environmental Quality Act (CEQA) Guidelines. The application involves APN: 003-263-029, addressed as 912 Linden Avenue (other addresses 944, 954, 962, and 970).

The applicant requested a continuance of this item to the June 1st Planning Commission meeting.

The Planning Commission voted 5-0 to grant the two-month continuance request to allow Verizon staff additional time to complete a due diligence review of an alternative site opportunity at the County-owned Veteran's Memorial Building at 914 Walnut Avenue.

Other Business

The Planning Commission appointed Commissioner Moyer as Chair and Commissioner Benefield as Vice Chair of the Planning Commission. The Commission also voted to reappoint Commissioners Benefield and VanAntwerp to the City's General Plan Update Committee (GPUC).

City of Carpinteria
City Council Minutes
Regular Meeting
Monday, March 23, 2026

Council Chamber, 5775 Carpinteria Avenue, Carpinteria, CA 93013

In-Person and Virtual

CALL TO ORDER

Mayor Alarcon called the meeting to order at 4:33 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	

PUBLIC COMMENT ON CLOSED SESSION MATTER

There was no public comment.

CLOSED SESSION MATTER

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
   Government Code section 54956.9(d)(1)
   Name of case: Carpinteria Group LLC vs The City of Carpinteria (Case No. 26CV0132)

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

Councilmember Mayer recused herself from participating in the Closed Session Matter due to the proximity of her primary residence to the property at the center of the lawsuit.

TEMPORARY ADJOURNMENT TO CLOSED SESSION

Mayor Alarcon temporarily adjourned to Closed Session at 4:35 pm.

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
Nick Bobroff, Community Development Director
Megan Musolf, Assistant Planner
Ryan Benson, Management Analyst I

CLOSED SESSION REPORT

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

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:

Mayor Alarcon requested that Item Nos. 16 and 17 listed under the Administrative Matters Section be moved to the Public Hearing Section of the agenda. There was consensus of the Council to move Item Nos. 16 and 17 from the Administrative Matters Section to the Public Hearing Section of the agenda.

INTRODUCTIONS, PROCLAMATIONS AND PRESENTATIONS:

2. A Proclamation Designating April 2026 as “DMV/Donate Life Month” in the City of Carpinteria. *(Requires taking public comment and approval of the proclamation prior to the City Council reading and presenting the proclamation.)*

Speakers in-person: Rogelio Delgado

Motion by Vice Mayor Solórzano, seconded by Councilmember Nomura, to approve the Proclamation Designating April 2026 as “DMV/Donate Life Month” in the City of Carpinteria. Upon voice vote, the motion carried unanimously.

Scott Burns representing Donate Life and Priscilla Marcus representing One Legacy provided remarks and Mayor Alarcon and the Council presented the proclamation to them.

3. A Proclamation Designating the Week of April 13 – 20, 2026 as “International Dark Sky Week” in the City of Carpinteria. *(Requires taking public comment and approval of the proclamation 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 the Week of April 13 – 20, 2026 as “International Dark Sky Week” in the City of Carpinteria. Upon voice vote, the motion carried unanimously.

Mike Wondolowski, representing the Carpinteria Valley Association provided remarks and Mayor Alarcon and the Council presented the proclamation to members of the Carpinteria Valley Association.

4. A Proclamation Designating the Month of April 2026 as “Carpinteria Beautiful Month” in the City of Carpinteria. *(Requires taking public comment and approval of the proclamation prior to the City Council reading and presenting the proclamation.)*

There was no public comment.

Motion by Councilmember Mayer, seconded by Councilmember Nomura, to approve the Proclamation Designating the Month of April 2026 as “Carpinteria Beautiful Month” in the City of Carpinteria. Upon voice vote, the motion carried unanimously.

Carpinteria Beautiful members Bryan Mootz, Clyde Freeman, and Donna Jordan provided remarks and Mayor Alarcon and the Council presented the proclamation to them. Carpinteria Beautiful presented a $2,000 check for the purchase of new trees.

5. A Proclamation Celebrating the 67th Anniversary of the Carpinteria Community Awards Banquet. *(Requires taking public comment and approval of the proclamation prior to the City Council reading and presenting the proclamation.)*

There was no public comment.

Motion by Councilmember Mayer, seconded by Councilmember Nomura, to approve the Proclamation Celebrating the 67th Anniversary of the Carpinteria Community Awards Banquet. Upon voice vote, the motion carried unanimously.

Karen Graf and Bob Berkenmeier, representing the Carpinteria Community Association provided remarks and Mayor Alarcon and the Council presented the proclamation to members of the Carpinteria Community Association.

6. A Proclamation Designating April 2026 as "Carpinteria Business Month" in the City of Carpinteria. *(Requires taking public comment and approval of the proclamation prior to the City Council reading and presenting the proclamation.)*

There was no public comment.

Motion by Councilmember Mayer, seconded by Councilmember Nomura, to approve the Proclamation Designating April 2026 as "Carpinteria Business Month" in the City of Carpinteria. Upon voice vote, the motion carried unanimously.

Rachel Murphy, representing the Santa Barbara South Coast Chamber of Commerce provided remarks and Mayor Alarcon and the Council presented the proclamation to her.

PUBLIC INFORMATION REPORTS AND ANNOUNCEMENTS

7. First District Supervisor's Report

Daisy Weber, District Director, on behalf of First District Supervisor Roy Lee, provided an update on the following:

- Van Wingerden 1 and 2 and the Bailard Project
- Cannabis Updates
- Board of Supervisors Budget Hearings for Fiscal Year 2026-27
- Work on Via Real at Padaro Lane
- Santa Claus Lane Phase 2
- Road Maintenance Annual Plan
- Community Hazard Awareness Map
- Sidewalk Vending Ordinance
- Information on the Mosquito Vector Management District

There was no public comment.

CITY MANAGER'S REPORT

8. City Manager's Report

While not included in the written City Manager's Report, City Manager Ramirez reported on the explosion that occurred today at the UPS Store in the Casitas Plaza Shopping Center.

a. City Employee Updates

Assistant City Manager Kintz reported on City recruitments and employee training/development.

b. Updates on Capital Improvement Projects

City Manager Ramirez noted the Capital Improvements Plan Workshop is scheduled as a special City Council Meeting on March 30th at 5:30 pm.

c. Updates on Development Applications

Community Development Director Bobroff provided an update on the Klentner Mixed-Use Development at 4745 Carpinteria Avenue, the 5885 Carpinteria Avenue Residential Project and went over the agendas for the March 26th Architectural Review Board meeting and the April 6th Planning Commission meeting.

d. Other City/Community Updates

City Manager Ramirez mentioned an upcoming event at the Community Garden.

Speakers in-person: Rogelio Delgado

Mayor Alarcon asked about key takeaways that the Parks, Recreation & Community Services Director could implement from her recent training. City Manager Ramirez responded that the Parks, Recreation & Community Services Director would add information on her recent training in the next City Manager's Report.

Mayor Alarcon also asked for an update on the Junior Lifeguard Program. Assistant City Manager Kintz replied that the update would be included in future City Manager Reports.

Mayor Alarcon asked if Councilmembers could attend the community open house for the 5885 Carpinteria Avenue Residential Project. Legal Counsel Acos requested additional time to consider the question and noted she would be in touch with the Council.

PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA

There were no verbal comments.

Documents distributed: Kim Spinetta

CONSENT CALENDAR:

There was no public comment.

Motion by Councilmember Mayer, seconded by Councilmember Nomura, to approve the Consent Calendar Item Nos. 9 through 15. Upon voice vote, the motion carried unanimously.

9. Approve the minutes of the regular meeting held March 9, 2026 and the special joint meeting held March 16, 2026.

10. Receive and file the Warrant Register for the period of March 2, 2026 through March 13, 2026, pursuant to Carpinteria Municipal Code Section 2.08.150(F).

11. Receive and file the Report on Contracts Executed by the City Manager for the Period of February 3, 2026 through March 2, 2026.

12. Adopt Resolution No. 6440, as read by title only, directing the City Manager to prepare a report for the consideration of continuing Street Lighting District No. 1 for the Fiscal Year 2026-27.

13. Adopt Resolution No. 6441, as read by title only, ordering the preparation of a report describing the financial status of the District and recommending assessments for Fiscal Year 2026-27 for Carpinteria Lighting, Landscaping and Right-of-Way Improvement District No. 3.

14. Adopt Resolution No. 6442, as read by title only, ordering a report by the Downtown “T” Business Advisory Board for the purpose of continuing assessments for the Carpinteria Parking and Business Improvement Area Assessment District No. 4 for Fiscal Year 2026-27.

15. Adopt Resolution No. 6443, as read by title only, ordering the preparation of a report describing the Winter Protection Berm Program and associated assessment and continue the Winter Protection Berm Assessment District No. 5 for Fiscal Year 2026-27.

ADMINISTRATIVE MATTERS: NONE

The Council moved Item Nos. 16 and 17 from the Administrative Matters Section to the Public Hearing Section during the Agenda Modifications Section earlier in the agenda.

PUBLIC HEARING:

16. Public Hearing to Declare the Results of the Property Owner Protest Ballot Proceeding for the Formation of Carpinteria Landscape Maintenance District No. 2025-1 and the Levy of Assessments Commencing Fiscal Year 2026/2027. *(Continued from March 9, 2026)*

    Recommendation: (1) Direct the City Clerk to declare the results of the property owner protest ballot proceeding for the formation of Carpinteria Landscape Maintenance District No. 2025-1; and (2) Approve Resolution No. 6446 closing the public hearing; certifying the results of the property owner protest ballot proceeding; and, since a majority protest exists, abandoning the proceedings for the formation of the Carpinteria Landscape Maintenance District No. 2025-1 and levy of assessments for FY 2026/27. *(Requires a roll call vote.)*

Mayor Alarcon continued the public hearing at 7:04 pm.

Mayor Alarcon opened public testimony at 7:05 pm and being there were no speakers, closed public testimony at 7:05 pm.

City Clerk Barrett announced that the results of the property owner protest ballot proceeding indicate that a majority protest exists. He said this means that ballots submitted in opposition to the proposed assessment represent a majority of the weighted assessment ballots returned and therefore, pursuant to Article XIII D of the California Constitution and the applicable provisions of the Government Code, the proposed assessment shall not be imposed.

Motion by Vice Mayor Solórzano, seconded by Councilmember Nomura, to (1) Direct the City Clerk to declare the results of the property owner protest ballot proceeding for the formation of the Carpinteria Landscape Maintenance District No. 2025-1; and (2) Approve Resolution No. 6446 closing the public hearing; certifying the results of the property owner protest ballot proceeding; and, since a majority protest exists, abandoning the proceedings for the formation of the Carpinteria Landscape Maintenance District No. 2025-1 and levy of assessments for FY 2026/27. 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.

17. Public Hearing to Declare the Results of the Property Owner Protest Ballot Proceeding for the Formation of Carpinteria Coastal Berm Assessment District and the Levy of Assessments Commencing Fiscal Year 2026/2027. *(Continued from March 9, 2026)*

    Recommendation: (1) Direct the City Clerk to declare the results of the property owner protest ballot proceeding for the formation of the Carpinteria Coastal Berm Assessment District; and (2) Approve Resolution No. 6447 closing the public hearing; certifying the results of the property owner protest ballot proceeding; and, since a majority protest exists, abandoning the proceedings for the formation of the Carpinteria Coastal Berm Assessment District and levy of assessments for FY 2026/27. *(Requires a roll call vote.)*

Mayor Alarcon continued the public hearing at 7:24 pm.

Mayor Alarcon opened public testimony at 7:25 pm and being there were no speakers, closed public testimony at 7:25 pm.

City Clerk Barrett announced that the results of the property owner protest ballot proceeding indicate that a majority protest exists. He said this means that ballots submitted in opposition to the proposed assessment represent a majority of the weighted assessment ballots returned and therefore, pursuant to Article XIII D of the California Constitution and the applicable provisions of the Government Code, the proposed assessment shall not be imposed.

Motion by Vice Mayor Solórzano, seconded by Councilmember Nomura, to (1) Direct the City Clerk to declare the results of the property owner protest ballot proceeding for the formation of the Carpinteria Coastal Berm Assessment District; and (2) Approve Resolution No. 6447 closing the public hearing; certifying the results of the property owner protest ballot proceeding; and, since a majority protest exists, abandoning the proceedings for the formation of the Carpinteria Coastal Berm Assessment District and levy of assessments for FY 2026/27. 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.

Mayor Alarcon recessed to a break at 7:39 pm and reconvened the meeting at 7:54 pm.

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:

18. The City's 2025 General Plan Annual Progress Report to the Governor's Office of Land Use and Climate Innovation (LCI) and the California Department of Housing and Community Development (HCD).

    Recommendation: Accept the 2025 General Plan Annual Progress Report and direct the Community Development Director to submit the Report to the Governor's Office of Land Use and Climate Innovation (LCI) and the Department of Housing and Community Development (HCD).

Assistant Planner Musolf provided the staff report and PowerPoint presentation.

There was no public comment.

Motion by Vice Mayor Solórzano, seconded by Councilmember Nomura, to accept the 2025 General Plan Annual Progress Report and direct the Community Development Director to submit the Report to the Governor's Office of Land Use and Climate Innovation (LCI) and the Department of Housing and Community Development (HCD). Upon voice vote, the motion carried unanimously.

19. Resolution Adopting the City Council Policy Titled "Policy on Policies" and Initiating a Legal Policy Audit.

    Recommendation: Adopt Resolution No. 6445 adopting the City Council policy titled "Policy on Policies" and initiating the legacy policy audit and update process.

Assistant City Manager Kintz introduced Management Analyst I Benson who presented the staff report and PowerPoint presentation.

There was no public comment.

Motion by Vice Mayor Solórzano, seconded by Councilmember Nomura, to adopt Resolution No. 6445 approving the City Council Policy on Policies. Upon voice vote, the motion carried unanimously.

LEGISLATIVE UPDATE:

20. Legislative Update

Legal Counsel Acos reported on Assembly Bill 2517.

There was no public comment.

There was consensus of the Council to direct staff to submit a letter of support for Assembly Bill 2517.

COMMITTEE REPORTS, INQUIRIES AND OTHER MATTERS PRESENTED BY COUNCILMEMBERS

There were no committee reports, inquiries nor other matters presented by Councilmembers.

ATTENDANCE OF COUNCILMEMBERS FOR FUTURE MEETINGS

All Councilmembers are expected to be in attendance at the March 30, 2026 special City Council meeting and the April 13, 2026 regular City Council meeting.

ADJOURNMENT

Mayor Alarcon adjourned the meeting at 8:29 pm.

_____
Natalia Alarcon, Mayor

ATTEST:

_____
Brian C. Barrett, MMC, CPMC
City Clerk

City of Carpinteria
City Council Minutes
Special Meeting
Monday, March 30, 2026

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	
	John L. Ilasin, Public Works Director	
	Licette Maldonado, Administrative Services Director	
	Jeanette Gant, Parks, Recreation & Community Services Director	
	Brian C. Barrett, City Clerk	

PLEDGE OF ALLEGIANCE

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

CITY COUNCIL BUSINESS:

The City Council met to consider the following item:

1. Mid-Year Capital Improvement Plan (CIP) Update and Appropriations Adjustments.

   Recommendation: Receive the Mid-Year CIP Update and approve the recommended appropriations adjustments. *(Requires a roll call vote.)*

City Manager Ramirez introduced the item. Public Works Director Ilasin covered the Educational CIP Refresher and CIP Project Updates and noted a correction in the

presentation in that the Carpinteria Living Shoreline Target Completion date is Summer 2028, not Spring 2027 as displayed.

Mayor Alarcon recessed to a break at 6:59 pm and reconvened the meeting at 7:09 pm.

Speakers in-person: Two anonymous individuals

Administrative Services Director Maldonado covered the Mid-Year CIP Budget, and Parks, Recreation & Community Services Director Gant covered the upcoming CIP Projects. City Manager Ramirez summarized the key takeaways from the presentation.

Staff responded to questions from the Council.

ADJOURNMENT

Mayor Alarcon adjourned the meeting at 8:07 pm.

_____
Natalia Alarcon, Mayor

ATTEST:

_____
Brian C. Barrett, MMC, CPMC
City Clerk

Agenda Section: Consent Calendar
Agenda Item No.: 11
Council Meeting Date: April 13, 2026

City of Carpinteria

COUNCIL AGENDA STAFF REPORT

ITEM FOR COUNCIL CONSIDERATION

Expenditure Report (Warrant Register) for the Period of March 16, 2026, through April 03, 2026

STAFF RECOMMENDATION

Receive and file the Warrant Register for the period of March 16, 2026, through April 03, 2026, pursuant to Carpinteria Municipal Code 2.08.150(F).

DISCUSSION

As part of each regular City Council agenda, a list of all payments disbursed since the last reporting period is presented to the City Council pursuant to Carpinteria Municipal Code Section 2.08.150(F). The Warrant Register (Attachment A) is provided for the City Council and public information and serves as staff verification that the expenditures have been reviewed and are within budgeted appropriations.

FINANCIAL CONSIDERATIONS

The Warrant Register summarizes the City's fiscal activity since the prior reporting period and confirms that expenditures are within the adopted budget.

ATTACHMENTS

Attachment A: Warrant Register for the period beginning March 16, 2026, and ending April 03, 2026.

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 for the period beginning March 16, 2026, and ending April 03, 2026

Warrant Register

Carpinteria, CA

Date Range: 03/16/2026 - 04/03/2026

Vendor Number / Payable #	Vendor Name / Payable Type	Payable Description	Payment Date	Payment Amount	Number
Bank Code: AP Bank-AP Bank					
Payment Type: Regular					
	DEMCO INC		03/20/2026	(18.22)	107300
	LICETTE MALDONADO		03/19/2026	392.20	107593
INV0008925	Invoice	REIMBURSE TRAVEL CSMFO ANNUAL CONFERENCE			
	MISSIONSQUARE		03/19/2026	12,863.29	107594
INV0008926	Invoice	MissionSquare Employee Contributions			
INV0008927	Invoice	MISSIONSQUARE Employee Contributions			
INV0008928	Invoice	Deferred Compensation Contribution-Part Time Emp			
INV0008929	Invoice	MissionSquareEmployee Contributions			
INV0008930	Invoice	MISSIONSQUARE Employee Contributions			
	SEIU LOCAL 620		03/19/2026	235.32	107595
INV0008931	Invoice	Employee Union Dues Contribution			
	ALEYDA HERNANDEZ		03/19/2026	100.00	107596
INV0008899	Invoice	PARK DEPOSIT REFUND			
	ALTA LANGUAGE SERVICES INC		03/19/2026	58.00	107597
IS833829	Invoice	SPANISH TRANSLATION TEST FOR 1 EMPOLYEE			
	AMAZON CAPITAL SERVICES INC		03/19/2026	2,907.18	107598
133Q-Y6GP-MH9N	Invoice	BOOKS FOR LIBRARY			
137C-HJKN-1DNV	Invoice	T-SHIRTS FOR LIBRARY TEAM ADVISORY BOARD			
13YX-7YFR-GK4Y	Invoice	THERMAL PAPER FOR LIBRARY CASH REGISTER			
16K7-WC6M-TN1L	Invoice	ARCHITECTURAL RULER FOR CDD COUNTER			
1733-GQJR-191G	Invoice	LOCKS FOR TRASH & RECYCLE - EL CARRO/MONTE VISTA			
17M7-96KQ-HY9Y	Invoice	BOOKS FOR LIBRARY			
19JL-TL73-KY6L	Invoice	BOOKS FOR LIBRARY			
1CJ9-DKTN-HCFL	Invoice	ZIP BOOKS: R. HERMAN			
1F61-TJNT-FFWJ	Invoice	BOOKS FOR LIBRARY			
1KDC-DTLC-G91Y	Invoice	BOOKS FOR LIBRARY			
1KMV-K4RP-XYFN	Invoice	BOOKS FOR LIBRARY			
1LWY-XMTG-FYVX	Invoice	LID FOR TRASH BIN AT COMMUNITY GARDEN			
1MG1-JYWX-FHMT	Invoice	OFFICE SUPPLIES FOR COMMUNITY LIBRARY			
1MNW-DQFF-H9TD	Invoice	BARCODE LABELS FOR LIBRARY BOOKS			
1NGQ-TMKN-KJR1	Invoice	BOOKS FOR LIBRARY			
1NJ1-4R4D-FXKJ	Invoice	6 EA. LETTER OPENERS FOR ASSESSMENT BALLOTS			
1NYN-39L1-CG77	Invoice	VARIOUS SEED PACKS FOR LIBRARY PROGRAM			
1NYN-39L1-CLQW	Invoice	BOOKS FOR LIBRARY			
1NYN-39L1-FCFT	Invoice	PRUNING SAW FOR COMMUNITY GARDEN			
1PHF-JKFF-DJ6J	Invoice	BOOKS FOR LIBRARY			
1PYY-1JCD-MYQL	Invoice	BOOKS FOR LIBRARY			
1Q3G-HF7W-WPLW	Invoice	ZIP BOOKS: G. CARTER			
1QPK-FCDJ-96FC	Invoice	ICEBREAKER GAMES FOR CERT MEMBERS			
1QPK-FCDJ-9Y31	Invoice	BACKPACK SPRAYER FOR COMPOST AT COMMUNITY GARDEN			
1RWL-NXDJ-63XK	Invoice	BOOKS FOR LIBRARY			
1RX7-9RM1-FNR1	Invoice	ZIP BOOKS: E. CHADWICK			
1TDG-39WH-PHH6	Invoice	COMPUTER PRIVACY SCREEN D. DORIA			
1V31-YMNJ-WK1K	Invoice	ZIP BOOKS: R. HENRY			
1VR9-XWLV-FJR3	Invoice	ZIP BOOKS: A. FISHBACK			
1VXX-CXP7-169W	Invoice	PADLOCK FOR POOL EQUIPMENT			
1WWR-R16Q-LFVX	Invoice	T-SHIRTS FOR LIBRARY TEAM ADVISORY BOARD			
1X3R-C4HY-G1QP	Invoice	LIGHT FIXTURES FOR COMMUNITY LIBRARY PATIO			
1XNJ-CVXC-C9Y9	Credit Memo	BOOKS FOR LIBRARY			
1Y1M-MC4J-Q1MQ	Credit Memo	COMPUTER PRIVACY SCREEN D. DORIA			
	Void		03/19/2026	-	107599
	Void		03/19/2026	-	107600

	AMERITAS LIFE INSURANCE CORP		03/19/2026	6,128.12	107601
MAR26 010-67704-00001	Invoice	MAR26 DENTAL PREMIUMS			
MAR26 010-67704-00002	Invoice	MAR26 VISION PREMIUMS			
	A-OK POWER EQUIPMENT		03/19/2026	40.40	107602
914011	Invoice	PARTS FOR CHAINSAW MAINTENANCE			
	AT&T MOBILITY		03/19/2026	695.07	107603
287303896883X03102026	Invoice	MAR26 CITY HALL CELL PHONES			
	B.E.A.C.O.N.		03/19/2026	33,168.00	107604
26-01-0006	Invoice	FY 25-26 BEACON MEMBERSHIP			
	BIG GREEN CLEANING COMPANY		03/19/2026	17,849.10	107605
690756	Invoice	PRESSURE WASH VETS HALL COURTYARD 2/6/26			
691051	Invoice	MAR26 CONTRACTED CLEANING SERVICES			
692070	Invoice	1 CASE TRASH LINERS FOR CITY HALL			
	BROWNSTEIN HYATT FARBER SCHRECK		03/19/2026	189,799.84	107606
1075557	Invoice	PROFESSIONAL LEGAL SERVICES THROUGH 1/31/26			
1075558	Invoice	PROFESSIONAL LEGAL SERVICES THROUGH 1/31/26			
1075559	Invoice	PROFESSIONAL LEGAL SERVICES THROUGH 1/31/26			
1075560	Invoice	PROFESSIONAL LEGAL SERVICES THROUGH 1/31/26			
1075561	Invoice	PROFESSIONAL LEGAL SERVICES THROUGH 1/31/26			
1075562	Invoice	PROFESSIONAL LEGAL SERVICES THROUGH 1/31/26			
1075563	Invoice	PROFESSIONAL LEGAL SERVICES THROUGH 1/31/26			
1075564	Invoice	PROFESSIONAL LEGAL SERVICES THROUGH 1/31/26			
1075565	Invoice	PROFESSIONAL LEGAL SERVICES THROUGH 1/31/26			
	CARPINTERIA COMM ASSOC		03/19/2026	675.00	107607
INV0008901	Invoice	5 TICKETS TO COMMUNITY AWARDS BANQUET 4/18/26			
	CARPINTERIA VALLEY LUMBER CO		03/19/2026	422.03	107608
584992	Invoice	MATERIAL FOR LIBRARY DECK LIGHTING			
585429	Invoice	LIGHT BULBS FOR VETS HALL, BATTERIES FOR POOL			
585490	Invoice	LED BULBS FOR LIBRARY, BATTERIES FOR POOL			
585539	Invoice	MATERIALS FOR MAINTENANCE SHOP			
585548	Invoice	WIRE NUTS FOR LIGHT FIXTURES AT LIBRARY			
585549	Invoice	LED BULBS FOR COMMUNIT POOL INTERIOR & EXTERIOR			
585608	Invoice	PLYWOOD, HARDWARE FOR WATER HEATER DOOR @ LIBRARY			
	CARPINTERIA VALLEY WATER DISTRICT		03/26/2026	(19,507.19)	107609
	CARPINTERIA VALLEY WATER DISTRICT		03/19/2026	19,507.19	107609
CARP CITY FEB26 SERVICE	Invoice	FEB26 WATER FOR MULTIPLE LOCATIONS			
	CDW LLC		03/19/2026	4,867.36	107610
AI2UM6W	Invoice	4 EA. DELL LAPTOPS FOR CITY HALL EMPLOYEES			
	COASTAL VIEW NEWS		03/19/2026	370.00	107611
63255	Invoice	CERT TRAINING AD 2/26/26			
	COX BUSINESS		03/19/2026	135.99	107612
MAR26 001 3011 028450702	Invoice	MAR26 VETS HALL INTERNET-PHONE SERVICE			
	DESCHAMPS MATS SYSTEMS INC		03/19/2026	10,235.80	107613
8229	Invoice	2 EA. MOBI MATS FOR BEACH ACCESS			
	DISPENSING TECHNOLOGY COPORATION		03/19/2026	284.51	107614
17955	Invoice	NEW LABELS & SAFETY STICKERS FOR PAINT SPRAYER			
	EMPATHIA PACIFIC INC		03/19/2026	600.00	107615
122099	Invoice	APR26-JUN26 EAP SERVICES			
	EV CONNECT INC.		03/19/2026	2,400.00	107616
INV14983	Invoice	EV CHARGER SCREEN REPAIR 9TH ST			
	FENCE FACTORY		03/19/2026	166.39	107617
465811	Invoice	4 EA. CHAMFERED WOOD TOPS FOR GARDEN FENCE REPAIR			
	FRONTIER COMMUNICATIONS		03/19/2026	393.86	107618
MAR26 805-684-4314-063022-5	Invoice	MAR26 PHONE-INTERNET FOR LIBRARY			
MAR26 805-684-7613-042205-5	Invoice	MAR26 PHONE-INTERNET FOR LG TOWERS			

	GRAINGER		03/19/2026	100.24	107619
9823015368	Invoice	SPECIAL PLIERS FOR FENCE REPAIR AT GARDEN			
	HOME DEPOT CREDIT SERVICES		03/19/2026	102.20	107620
FEB26 6035 3225 0552 1587	Invoice	FEB26 CREDIT CARD PAYMENT			
	JAYNE DIAZ		03/19/2026	890.89	107621
INV0008903	Invoice	APR26 MEDICAL REIMBURSEMENT			
	JEANETTE GANT		03/19/2026	172.95	107622
INV0008902	Invoice	REIMBURSE TRAVEL EXPENSES NRPA DIRECTOR ACADEMY			
	LARRY DRIGGERS		03/19/2026	890.89	107623
INV0008904	Invoice	APR26 MEDICAL REIMBURSEMENT			
	MARY ANN COLSON		03/19/2026	890.89	107624
INV0008905	Invoice	APR26 MEDICAL REIMBURSEMENT			
	MRS ENVIRONMENTAL INC		03/19/2026	30,833.12	107625
600-2026-02	Invoice	FEB26 OIL & GAS ON CALL ENVIRONMENTAL SERVICES			
	ODP BUSINESS SOLUTIONS LLC		03/19/2026	319.65	107626
461247653001	Invoice	COPY PAPER, PENS, NOTE PADS FOR CITY HALL			
	SANTA BARBARA COUNTY APCD		03/19/2026	897.25	107627
65012	Invoice	EMISSION FEE FOR EMERGENCY GENERATOR			
	SANTA BARBARA COUNTY PUBLIC HEALTH DEPT.		03/19/2026	1,489.00	107628
02/14/2026	Invoice	BUSINESS PLAN-FACILITY OVERSIGHT-HAZARD WASTE			
2/14/26	Invoice	BUSINESS PLAN LEVEL 1 & STATE FACILITY OVERSIGHT			
	SANTA BARBARA LOCKSMITH		03/19/2026	12.67	107629
151215	Invoice	KEYS FOR ABOP AREA AT CITY HALL			
	SILVER STATE COMMERCIAL REFRIGERATION LLC		03/19/2026	3,995.88	107630
INV22137	Invoice	INSTALL FURNACE BLOWER @ SEASIDE BUILDING-FRIENDS			
	SITEONE LANDSCAPE SUPPLY (ALL AROUND)		03/19/2026	147.14	107631
162981378-001	Invoice	INDUSTRIAL PUSH BROOM FOR UNIT 334			
163057441-001	Invoice	PARTS FOR IRRIGATION REPAIR AT VIOLA PARK			
	SOLID WASTE SOLUTIONS INC		03/19/2026	1,492.50	107632
236	Invoice	FEB26 SOLIDWASTE PROFESSIONAL SERVICES			
	TORO ENTERPRISES INC		03/19/2026	417,780.05	107633
19763	Invoice	JAN26 LINDEN AVE IMPROVEMENTS PROJECT			
19786	Invoice	FEB26 CARPINTERIA HIGH SCHOOL CROSSWALK			
	TVSB		03/19/2026	4,717.50	107634
NS2415	Invoice	FEB26 VIDEO PRODUCTION SERVICES			
	UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA		03/19/2026	304.73	107635
220260180	Invoice	MAR26 NEW TICKET CHARGES & DATABASE			
25-262769	Invoice	MAR26 CA STATE REGULATORY FEE			
	UNIQUE MANAGEMENT SERVICES INC		03/19/2026	65.00	107636
6152250	Invoice	FEB26 LOST LIBRARY BOOKS			
	VILLAGE POOL SUPPLY		03/19/2026	518.94	107637
52347	Invoice	CHLORINE, ACID FOR POOL 2/27/26			
	WAXIE SANITARY SUPPLY		03/19/2026	900.57	107638
83802296	Invoice	BATH TISSUE, TORK TOWELS FOR PARKS, POOL, LIBRARY			
83802297	Invoice	BATH TISSUE, TRASH BAGS FOR CITY HALL			
	WEST COAST ARBORISTS INC		03/19/2026	520.00	107639
240295	Invoice	TREE MAINTENANCE 2/1/26-2/15/26			
	WESTERN EXTERMINATOR COMPANY		03/19/2026	103.44	107640
92738125	Invoice	MAR26 PEST CONTROL VETS HALL 3/2/26			
	WSP USA INC		03/19/2026	3,795.00	107641
40327511	Invoice	GENERAL PLAN UPDATE THROUGH 2/27/26			
	AMAZON CAPITAL SERVICES INC		03/26/2026	2,996.61	107642

143F-1PYP-KDTC	Invoice	COMPOST, TABLE CLOTHS, TARP FOR GARDNEN EVENTS			
16RM-Y7DW-JTQ1	Invoice	WRIST REST FOR M. RAMIREZ			
191Y-HCPJ-JW7T	Invoice	ZIP BOOKS: B. FINCH			
1CHG-7VVF-JV7C	Invoice	ZIP BOOKS: M. KRAYBILL			
1DPN-NH64-XD1K	Invoice	ZIP BOOKS: P. FOURQUREAN			
1DTR-CYPY-MLCD	Invoice	BOOKS FOR LIBRARY			
1GV4-6WR4-MFWR	Invoice	ZIP BOOKS: L. ROLLINS			
1JVN-CJ3T-CCT1	Invoice	BOOKS FOR LIBRARY			
1JVN-CJ3T-WT1T	Invoice	NINTENDO GAMES FOR LIBRARY TEEN PROGRAMS			
1K7D-TYXW-VDMF	Invoice	SNOW CONE MACHINE-STEAM & FRIDAY FUN PROGRAMS LIBR			
1KTF-JHDJ-LNFR	Invoice	ART SAND, FABRIC FOR AGE WELL ARTS CLASS			
1L3R-DKWY-VWYC	Invoice	BOOKS FOR LIBRARY			
1M31-XP1G-JF41	Invoice	ERGONOMIC CHAIR B. MCNULTY			
1MND-Y6HQ-CXT7	Invoice	AA BATTERIES, INK REFILLS FOR CITY HALL			
1PTK-767Y-HNKY	Invoice	BOOKS FOR LIBRARY			
1Q7C-VJYP-PT3P	Invoice	ZIP BOOKS: J. BOLLER			
1RNG-CMY7-MDLR	Invoice	BOOKS FOR LIBRARY			
1TCY-M7XL-M6YP	Invoice	BOOKCASES, AIR PURIFIER, PLANT FOR AGE WELL PROGR			
1TDH-V34Y-Y3L9	Invoice	BOOKS FOR LIBRARY			
1VNH-XYPW-VLQP	Invoice	BOOKS FOR LIBRARY			
1WFD-RD4T-QNFN	Invoice	ZIP BOOKS: L. GRYBOWSKI			
1XLD-TQNG-YQNQ	Invoice	BOOKS FOR LIBRARY			
1YNC-V14T-L6JP	Invoice	MATERIAL FOR DRAWING LESSONS AT LIBARARY			
	Void		03/26/2026	-	107643
	ARCENIO MARTINEZ		03/26/2026	300.00	107644
INV0008948	Invoice	VETS HALL DEPOSIT REFUND			
	BAY ALARM		03/26/2026	2,766.75	107645
22832738	Invoice	SECURITY/FIRE MONITORING 4/1/26-6/30/26 POOL			
22853042	Invoice	DEPOSIT FOR INSTALLATION AT COMMUNITY POOL			
	BIG GREEN CLEANING COMPANY		03/26/2026	330.00	107646
692163	Invoice	EMERGENCY CLEAN UP AT 6TH ST 2/16 & 2/19/26			
	CARPINTERIA VALLEY LUMBER CO		03/26/2026	86.50	107647
585996	Invoice	HARDWARE, TOOL BELT FOR LIBRARY DECK			
586113	Invoice	WEDGE ANCHORS FOR CITY TRASH CAN INSTALLATION			
	CARPINTERIA VALLEY WATER DISTRICT		03/26/2026	19,507.19	107648
CARP CITY FEB26 SERVICE	Invoice	FEB26 WATER FOR MULTIPLE LOCATIONS			
	CDW LLC		03/26/2026	163.17	107649
AI2VP7L	Invoice	5 EA. LAPTOP CASES FOR CITY HALL EMPLOYEES			
	CHRIS JAIMES		03/26/2026	432.06	107650
INV0008943	Invoice	PROJECT CLOSE OUT PL-24-2324			
	COASTAL VIEW NEWS		03/26/2026	1,284.00	107651
63285	Invoice	E-BIKE SAFETY AD 3/12/26			
	COUNTY OF SANTA BARBARA - PUBLIC WORKS		03/26/2026	111.39	107652
1060	Invoice	JUL-DEC25 GENERAL IRWM PROGRAM OVERSIGHT			
	DEMCO INC		03/26/2026	18.22	107653
7742522	Invoice	SUPPLIES FOR BOOKS AT LIBRARY			
	DISPENSING TECHNOLOGY COPORATION		03/26/2026	228.90	107654
18029	Invoice	5 GAL. STENCIL KOTE FOR ROAD MAINTENANCE			
	EASY LIFT TRANSPORTATION		03/26/2026	1,000.00	107655
7712	Invoice	MAR26 COMMUNITY TRANSPORTATION SERVICES			
	ENVIRONMENTAL SCIENCE ASSOCIATES		03/26/2026	12,201.65	107656
217273	Invoice	FEB26 PROFESSIONAL SERVICES			
	HOLLY SMOLNIKAR		03/26/2026	100.00	107657
INV0008944	Invoice	PARK DEPOSIT REFUND			
	INTEGRAL CONSULTING INC		03/26/2026	34,421.83	107658
33838	Invoice	JAN26 LIVING SHORELINE PROJECT			

	LAWSON PRODUCTS INC		03/26/2026	259.87	107659
9313245382	Invoice	TOOLS & MATERIAL FOR PUBLIC WORKS SHOP			
	PRO DEO FOUNDATION		03/26/2026	303.82	107660
INV0008950	Invoice	PROJECT CLOSE OUT PL-23-2211			
	RAYVERN LIGHTING SUPPLY		03/26/2026	449.40	107661
71531-0	Invoice	LIGHT BULBS FOR COUNCIL CHAMBERS, CITY HALL FOYER			
	RECDESK LLC		03/26/2026	11,576.25	107662
RD-002740	Invoice	ANNUAL SUBSCRIPTION 5/1/26-4/30/27			
	RISDON'S 76 SERVICE		03/26/2026	35.00	107663
FEB26 CITY	Invoice	FEB26 CAR WASHES FOR CITY VEHICLES			
	ROCKWELL PRINTING		03/26/2026	432.00	107664
49152	Invoice	A-FRAM SIGNS FOR SENIOR PROGRAM EVENTS			
49178	Invoice	4 EA A-FRAME SIGNS - DOGS ON LEASH CAMPAIGN			
49239	Invoice	200 LIBRARY BOOK MARKS FOR PATRONS			
	SAMANTHA ANDERSON		03/26/2026	3,650.93	107665
INV0008945	Invoice	PROJECT CLOSE OUT PL-24-2287			
	SANTA BARBARA COUNTY SHERIFFS DEPT		03/26/2026	546,217.00	107666
2801	Invoice	MAR26 CONTRACTED LAW ENFORCEMENT SERVICE			
	SANTA BARBARA PEST CONTROL		03/26/2026	95.00	107667
63941	Invoice	MAR26 PEST CONTROL AT COMMUNITY POOL			
	SILVIA NUNEZ		03/26/2026	100.00	107668
INV0008949	Invoice	PARK DEPOSIT REFUND			
	SO CA EDISON		03/26/2026	28.50	107669
FEB26 700474689651	Invoice	FEB26 ELECTRICITY-4683 9TH ST			
	UNIFIRST CORPORATION		03/26/2026	502.25	107670
2210278550	Invoice	TOWEL & MAT REPLACEMENT LIBRARY 2/24/26			
2210278552	Invoice	TOWEL & MAT REPLACEMENT VETS HALL 2/24/26			
2210278555	Invoice	TOWEL & MAT REPLACEMENT POOL 2/24/26			
2210278562	Invoice	MAT REPLACEMENT, UNIFORM CLEANING 2/24/26			
2210278574	Invoice	TOWEL & MAT REPLACEMENT CITY HALL 2/24/26			
2210280635	Invoice	TOWEL & MAT REPLACEMENT LIBRARY 3/03/26			
2210280636	Invoice	TOWEL & MAT REPLACEMENT VETS HALL 3/03/26			
2210280638	Invoice	TOWEL & MAT REPLACEMENT POOL 3/03/26			
2210280658	Invoice	TOWEL & MAT REPLACEMENT CITY HALL 3/03/26			
2210282607	Invoice	TOWEL & MAT REPLACEMENT LIBRARY 3/10/26			
2210282610	Invoice	TOWEL & MAT REPLACEMENT VETS HALL 3/10/26			
2210282611	Invoice	TOWEL & MAT REPLACEMENT POOL 3/10/26			
2210282621	Invoice	MAT REPLACEMENT, UNIFORM CLEANING 3/10/26			
2210282632	Invoice	TOWEL & MAT REPLACEMENT CITY HALL 3/10/26			
	WAXIE SANITARY SUPPLY		03/26/2026	1,815.50	107671
83824122	Invoice	40 CASES DOGGIE WASTE BAGS			
	WEST COAST ARBORISTS INC		03/26/2026	9,256.00	107672
240296	Invoice	TREE MAINTENANCE EL CARRO PARK 2/1-2/15/26			
240862	Invoice	TREE MAINTENANCE 2/16-2/28/26			
240863	Invoice	TREE MAINTENANCE CARP CREEK PARK 2/16-2/28/26			
	MISSIONSQUARE		04/02/2026	13,902.94	107673
INV0008983	Invoice	MISSIONSQUARE Employee Contributions			
INV0008984	Invoice	Deferred Compensation Contribution-Part Time Emp			
INV0008985	Invoice	MissionSquareEmployee Contributions			
INV0008986	Invoice	MISSIONSQUARE Employee Contributions			
	SEIU LOCAL 620		04/02/2026	235.32	107674
INV0008987	Invoice	Employee Union Dues Contribution			
	AMAZON CAPITAL SERVICES INC		04/02/2026	201.31	107675
16YD-J61W-RKGX	Invoice	STEP STOOLS, SEEDS, OFFICE SUPPLIES FOR GARDEN			
1J7G-F79K-7RMT	Invoice	TRANSPARENCY FILM FOR COMMUNITY DEVELOPMENT			
1LWQ-XN4D-KXVF	Invoice	POOL NOODLES FOR WATER AEROBICS COMMUNITY POOL			

	CANON FINANCIAL SERVICES INC		04/02/2026	1,249.52	107676
42824090	Invoice	MAR26 MAINT & SERVICE CANON PRINTERS			
	CARPINTERIA VALLEY LUMBER CO		04/02/2026	219.40	107677
586896	Invoice	MATERIAL FOR ART & GARDEN AGE WELL PROGRAM			
	COLONIAL LIFE & ACCIDENT INSURANCE COMPANY		04/02/2026	1,322.84	107678
MAR26 E6382758	Invoice	MAR26 PREMIUMS			
	DATA TICKET INC		04/02/2026	250.00	107679
191953	Invoice	FEB26 COLLECTION SERVICES			
	HDL SOFTWARE LLC		04/02/2026	496.34	107680
SIN061420	Invoice	FEB26 NEW ACCOUNTS PROCESSED, STR LICENSES			
	HINDERLITER DE LLAMAS		04/02/2026	1,557.26	107681
SIN060428	Invoice	CONTRACT & AUDIT SERVICES-SALES TAX Q3/2025			
	INFOARMOR INC		04/02/2026	75.70	107682
6456Mar26	Invoice	MAR26 IDENTITY THEFT EMPLOYEE PREMIUMS			
	JENA JENKINS		04/02/2026	1,401.13	107683
INV0008972	Invoice	REIMBURSE TRAVEL MAR26 PARKS & REC CONFERENCE			
	KALYN PINA		04/02/2026	281.00	107684
INV0008973	Invoice	REIMBURSE TRAVEL MAR26 PARKS & REC CONFERENCE			
	ODP BUSINESS SOLUTIONS LLC		04/02/2026	540.48	107685
448696423	Invoice	ERGONOMIC CHAIR M. FOGG			
	POLICORE INC.		04/02/2026	10,310.05	107686
403751	Invoice	IT SERVICES-CITY HALL JAN26			
403752	Invoice	IT SERVICES-CITY HALL FEB26			
403753	Invoice	IT SERVICES-LIBRARY JAN-FEB26			
403754	Invoice	IT SERVICES-POOL JAN26			
	QUADIENT FINANCE USA INC		04/02/2026	500.00	107687
MAR26 7900 0440 8110 0954	Invoice	POSTAGE FOR CITY HALL 3/19/26			
	RUBEN L ESTRADA		04/02/2026	161.00	107688
INV0008978	Invoice	REIMBURSE MAR26 SAFETY INSPECTOR TRAINING			
	SO CA EDISON		04/02/2026	554.88	107689
MAR26 700163777874	Invoice	MAR26 ELECTRICITY-6145 CARPINTERIA AVE			
MAR26 700827247063	Invoice	MAR26 ELECTRICITY-5781 CARPINTERIA AVE PED PED			
	SONIA CARACHURE		04/02/2026	100.00	107690
INV0008980	Invoice	PARK DEPOSIT REFUND			
	THE RADAR & LIDAR SHOP INC		04/02/2026	248.00	107691
16859	Invoice	LIDAR CERTIFICATION FOR SHERIFF'S DEPARTMENT EQUIP			
	TIM GRAY		04/02/2026	161.00	107692
INV0008979	Invoice	REIMBURSE MAR26 SAFETY INSPECTOR TRAINING			
	VITTORIA CUTBIRTH		04/02/2026	250.85	107693
INV0008982	Invoice	REIMBURSE TRAVEL MAR26 PARKS & REC CONFERENCE			
	WATKINS FENCE CO.		04/02/2026	8,231.30	107694
INV0008981	Invoice	COMMUNITY LIBRARY PATIO REPLACEMENT-FINAL LESS RET			
	WEX BANK (CHEVRON)		04/02/2026	1,611.03	107695
111316904	Invoice	MAR26 FUEL FOR CITY VEHICLES			
	INTERNAL REVENUE SERVICE		03/19/2026	24,132.98	DFT0003624
PR06 3/19/26	Invoice	PR06 3/18/26 FEDERAL TAX DEPOSIT			
	EDD-SDI		03/19/2026	2,638.41	DFT0003625
PR06 3/19/26	Invoice	PR06 3/18/26 EDD SDI TAX DEPOSIT			
	EDD-SIT		03/19/2026	7,967.46	DFT0003626
PR06 3/19/26	Invoice	PR06 3/18/26 EDD PIT TAX DEPOSIT			
	CalPERS		03/19/2026	13,346.80	DFT0003627
2/28/26-3/13/26 CLASSIC	Invoice	CALPERS CLASSIC CONTRIBUTIONS 2/28/26-3/13/26			

	CalPERS		03/19/2026	17,613.57	DFT0003628
2/28/26-3/13/26 PEPRA	Invoice	CALPERS PEPRA CONTRIBUTIONS 2/28/26-3/13/26			
	CalPERS HEALTH		03/19/2026	65,014.40	DFT0003629
100000018244957	Invoice	APR26 HEALTH PREMIUMS			
	CalPERS HEALTH		03/19/2026	(9,537.88)	DFT0003630
	CalPERS HEALTH		03/19/2026	9,537.88	DFT0003630
100000018244960	Invoice	APR26 HEALTH PREMIUMS			

Agenda Section: Consent Calendar
Agenda Item No.: 12
Council Meeting Date: April 13, 2026

City of Carpinteria

COUNCIL AGENDA STAFF REPORT

ITEM FOR COUNCIL CONSIDERATION

Monthly City Treasurer's Report on Compliance with the 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 address 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 investment portfolio is in compliance with the City's adopted Statement of Safekeeping and Investment of Public Funds, and the City has sufficient liquidity to meet its expenditure requirements for the next six months.

FINANCIAL CONSIDERATIONS

Cash Statement: On February 28, 2026, 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	$ 15,955,606.44
Cash Receipts	(4,642,974.91)
Cash Disbursements	5,133,888.23
Cash and Investment End of the Month	$ 16,446,519.76

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 a security matures, changes in its value become less sensitive to market rate fluctuations.

As of February 28, 2026, the portfolio's average days to maturity was 2.49 years, the average coupon rate was 3.19%, the average yield to maturity was 3.48%, the par value was $10,250,000, and the market value was $10,327,402.09.

The City does not intend, nor does it have any foreseeable need, to sell its securities. The City's investment policy provides that all securities will be held 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 may reasonably be anticipated for the next six-month period from March 1, 2026, to September 1, 2026.

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

Prepared by:
Noah Alvara, Accounting Technician
noaha@carpinteriaca.gov; (805) 755-4422

Signature

Staff contact:
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) 755-4450

Signature

ATTACHMENT A

City Treasurer's Monthly Report

CITY OF CARPINTERIA TREASURER'S REPORT
For the Month Ended February 2026

CASH ACTIVITY FOR THE MONTH:

Cash and Investment Beginning of the Month	$ 15,955,606.44
Cash Receipts	(4,642,974.91)
Cash Disbursements	5,133,888.23
Cash and Investment End of the Month	$ 16,446,519.76

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	290,654.68	290,654.68	1,067,152.87
Demand Deposit - Premier Public Money Market	Montecito Bank	N/A	3/1/2026	1	1,890,292.61	1,890,292.61	1,590,902.97
Demand Deposit - Section 125 Checking	Montecito Bank	N/A	N/A	N/A	9,001.74	9,001.74	8,810.45
Demand Deposit - Payroll Checking	Montecito Bank	N/A	N/A	N/A	5,000.00	5,000.00	5,000.00
Local Agency Investment Fund	State of California	0.22%	3/1/2026	1	1,598,097.96	1,598,097.96	1,598,097.96
Demand Deposit - Money Market	Charles Schwab	N/A	3/1/2026	1	2,596,399.35	2,596,399.35	2,106,743.06
Treasury Note, 0.5%, (91282CBQ3)	U.S. Government	1.28%	2/25/2026	-3	250,000.00	250,000.00	242,113.19
Treasury Note, 0.75%, (91282CBT7)	U.S. Government	1.28%	3/31/2026	31	250,000.00	249,384.75	244,459.30
Treasury Note, 0.75%, (91282CCF6)	U.S. Government	1.34%	5/31/2026	92	250,000.00	248,173.83	243,702.50
Treasury Note, 0.875%, (91282CCJ8)	U.S. Government	1.35%	6/30/2026	122	250,000.00	247,695.30	244,821.96
Treasury Note, 1.625%, (91282YQ7)	U.S. Government	4.00%	10/31/2026	245	250,000.00	246,708.98	227,869.30
Treasury Note, 2%, (91282U24)	U.S. Government	4.31%	11/15/2026	260	250,000.00	247,187.50	228,317.27
Treasury Note, 1.25%, (91282CDK4)	U.S. Government	1.28%	11/30/2026	275	250,000.00	245,703.13	249,602.02
Treasury Note, 1.5%, (912828Z78)	U.S. Government	3.64%	1/31/2027	337	250,000.00	245,400.38	231,040.31
Treasury Note, 2.25%, (912828V98)	U.S. Government	4.29%	2/15/2027	352	250,000.00	246,953.13	229,819.14
Treasury Note, 2.5%, (91282CEF4)	U.S. Government	3.96%	2/16/2027	353	250,000.00	247,343.75	235,031.06
Treasury Note, 2.75%, (91282CEN7)	U.S. Government	3.71%	4/30/2027	426	250,000.00	247,890.63	241,094.62
Treasury Note, 3.25%, (91282CEW7)	U.S. Government	3.70%	6/30/2027	487	250,000.00	249,306.63	245,668.13
Treasury Note, 3.125%, (91282CFH9)	U.S. Government	4.19%	8/31/2027	549	250,000.00	248,847.65	238,232.21
Treasury Note, 4.125%, (91282CFU0)	U.S. Government	4.02%	10/31/2027	610	250,000.00	252,792.95	250,962.10
Treasury Note, 2.25%, (9128283F5)	U.S. Government	4.01%	11/15/2027	625	250,000.00	245,185.53	232,267.50
Treasury Note, 3.875%, (91282CGC9)	U.S. Government	4.01%	12/31/2027	671	250,000.00	252,050.78	248,750.00
Treasury Note, 4%, (91282CGPO)	U.S. Government	3.99%	2/29/2028	731	250,000.00	252,880.85	249,990.24
Treasury Note, 3.625%, (91282CGT2)	U.S. Government	4.15%	2/29/2028	731	250,000.00	251,152.33	244,990.00
Treasury Note, 4%, (91282CHK0)	U.S. Government	4.14%	3/31/2028	762	250,000.00	253,447.25	248,593.75
Treasury Note, 4.125%, (91282CHQ7)	U.S. Government	4.13%	7/31/2028	884	250,000.00	254,277.33	249,920.00
Treasury Note, 4.375%, (91282CHX2)	U.S. Government	4.23%	8/31/2028	915	250,000.00	255,839.83	251,445.00
Treasury Note, 4.625%, (91282CJA0)	U.S. Government	4.52%	9/30/2028	945	250,000.00	257,587.88	251,015.00
Treasury Note, 4.875%, (91282CJF9)	U.S. Government	4.52%	10/31/2028	976	250,000.00	259,335.93	253,583.99
Treasury Note, 4.375%, (91282CJN2)	U.S. Government	4.21%	11/30/2028	1006	250,000.00	256,367.18	251,775.00

Treasury Note, 3.75%, (91282CJR3)	U.S. Government	4.50%	12/31/2028	1037	250,000.00	252,412.10	242,177.50
Treasury Note, 4.25%, (91282CKD2)	U.S. Government	4.48%	2/28/2029	1096	250,000.00	256,015.63	247,505.21
Treasury Note, 4.125%, (91282CKG5)	U.S. Government	4.37%	3/31/2029	1127	250,000.00	255,253.90	247,724.61
Treasury Note, 4.5%, (91282CKT7)	U.S. Government	4.37%	5/31/2026	92	250,000.00	258,281.25	251,259.77
Treasury Note, 4.25%, (91282CKX8)	U.S. Government	4.25%	6/30/2029	1218	250,000.00	256,484.38	248,750.00
Treasury Note, 3.625%, (91282CLK5)	U.S. Government	3.56%	8/31/2029	1280	250,000.00	251,562.50	250,556.41
Treasury Note, 3.5%, (91282CLN9)	U.S. Government	3.56%	9/30/2029	1310	250,000.00	250,527.33	249,433.47
Treasury Note, 4.125%, (91282CLR0)	U.S. Government	4.34%	10/31/2029	1341	250,000.00	255,839.83	247,675.78
Treasury Note, 4.125%, (91282CMA6)	U.S. Government	4.13%	11/30/2029	1371	250,000.00	255,878.90	247,333.99
Treasury Note, 4.375%, (91282CMD0)	U.S. Government	4.34%	12/31/2029	1402	250,000.00	258,203.13	250,341.80
Treasury Note, 3.7%, (91282CHF1)	U.S. Government	3.75%	5/31/2030	1553	250,000.00	252,578.13	251,025.39
Treasury Note, 3.75%, (91282CHJ3)	U.S. Government	3.75%	6/30/2030	1583	250,000.00	252,597.65	250,996.09
Treasury Note, 3.875%, (91282CNN7)	U.S. Government	3.88%	7/31/2030	1614	250,000.00	253,906.25	252,226.56
Treasury Note, 3.625%, (91282CNX5)	U.S. Government	3.70%	8/31/2030	1645	250,000.00	251,308.58	249,218.75
Treasury Note, 3.625%, (91282CPA3)	U.S. Government	3.70%	9/30/2030	1675	250,000.00	251,308.58	249,140.63
Treasury Note, 3.625%, (91282CPD7)	U.S. Government	3.71%	10/31/2030	1706	250,000.00	251,250.00	249,060.63
Treasury Note, 3.75%, (91282CJQ5)	U.S. Government	3.72%	12/31/2030	1767	250,000.00	252,480.45	250,322.27
					16,639,446.34	**16,716,848.43**	**16,446,519.76**

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 3/01/26 through 09/01/26.

WEIGHTED AVERAGE MATURITY OF PORTFOLIO

As of February 28, 2026 the weighted average days to maturity of the City's investment portfolio is 2.49 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).

City of Carpinteria

COUNCIL AGENDA STAFF REPORT

ITEM FOR COUNCIL CONSIDERATION

Consultant Services Agreement between the City of Carpinteria and Environmental Science Associates (ESA) to oversee and prepare environmental review documents for the residential "Farm Project" at 5885 Carpinteria Avenue, in an amount not to exceed $563,518.

STAFF RECOMMENDATION

Authorize the City Manager to execute an Agreement for Consultant Services with Environmental Science Associates to oversee and prepare environmental review documents for the Farm Project, in an amount not to exceed $563,518.

Sample Motion: I move to authorize the City Manager to execute an Agreement for Consultant Services with Environmental Science Associates to oversee and prepare environmental review documents for the Farm Project, in an amount not to exceed $563,518.

(motion requires a roll call vote)

BACKGROUND

The consulting firm Environmental Science Associates (ESA), along with other consultants, responded to the City's "Notice of Request for Proposals"[1] regarding environmental consultant services to prepare an Environmental Impact Report (EIR) for the Farm Project, Project 25-2356-DP/CDP/TTM/ARB. After City staff's review and rating of all proposals, and follow-up meetings with consultant teams that had the highest-rated proposals, City staff selected ESA as the preferred consultant team.

[1] Available here: https://carpinteriaca.gov/wp-content/uploads/2026/01/5885CarpAve_EIR-RFP_website.pdf

DISCUSSION

The City issued a Request for Proposals (RFP) on January 22, 2025, and received five responsive proposals from ESA, Envicom, Rincon Consultants, SWCA Environmental Consultants, and WSP USA Inc. Proposed costs ranged from approximately $347,000 to $592,000.[2]

A panel of City staff conducted an initial evaluation of the technical proposals without consideration of cost. Following this review and discussion, cost proposals were evaluated. Based on the combined assessment, the two highest-ranked firms (ESA and Rincon Consultants) were invited to participate in interviews with City staff and the project applicant. Following the interviews, ESA was identified as the most qualified firm to prepare the Project EIR, including associated technical studies and peer review support.

Staff has determined that ESA's proposed scope of work (Attachment A, Exhibit A) would provide a thorough and efficient environmental review of the Farm Project in compliance with the City's policies, including the Local Coastal Program, and the California Environmental Quality Act (CEQA). ESA's experience preparing CEQA documents for comparable projects in Southern California, including within the Coastal Zone, was a key factor in its selection.

ESA has recently completed environmental documents for several complex, high-profile projects, including the Bay Back Landing mixed-use project in Newport Beach and the Hannum Avenue mixed-use project in Culver City, which includes affordable housing components. ESA is also currently preparing the EIR for the Surfliner Inn project in Carpinteria.

Following identification of ESA as the most qualified firm, City staff coordinated with the applicant and ESA to refine the scope of work, including the selection of optional tasks and peer review components necessary to support a complete and defensible EIR. The resulting scope of work and associated cost breakdown, provided in Exhibits A and B of the proposed Consultant Services Agreement (Attachment A), reflect these refinements.

FINANCIAL CONSIDERATIONS

The maximum cost for the proposed Consultant Services Agreement with ESA would be $563,518. The applicant for the Farm Project, Carp Bluff, LLC, would be required to pay the City for the full amount spent to cover ESA's services under the Agreement. A detailed breakdown of the cost is found in Exhibit B of the proposed Consultant Services Agreement in Attachment A.

[2] Many of the cost estimates included optional tasks for technical studies and peer reviews.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

The City Attorney has reviewed and approved the Consultant Services Agreement as to form.

OPTIONS

1. Authorize the City Manager to execute the Agreement between the City and Environmental Science Associates, to oversee and prepare environmental review documents for the Farm Project (staff recommendation).
2. Authorize the City Manager to execute the Agreement with City Council modifications.
3. Receive staff report and choose not to execute the Agreement, and direct staff to explore other options.

PRINCIPAL PARTIES EXPECTED AT MEETING

Brian Allee, Environmental Science Associates
Spencer Kallick, Allen Matkins (agent for the Carp Bluff, LLC)

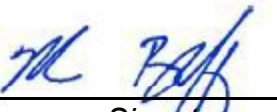
ATTACHMENTS

Attachment A — Agreement for Consultant Services Between the City of Carpinteria and Environmental Science Associates

Staff Contact: Mindy Fogg, Principal Planner
Community Development Department
(805) 755-4408 / mindyf@carpinteriaca.gov

Signature

Reviewed by: Nick Bobroff, Director
Community Development Department
(805) 755-4407 / nickb@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

Agreement for Consultant Services Between the City of Carpinteria and Environmental Science Associates

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT FOR CONSULTANT SERVICES ("**Agreement**") is made and effective as of the 13th of April, 2026 by and between the City of Carpinteria, a municipal corporation ("**City**"), and the Environmental Science Associates (ESA), a California corporation (**"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 prepare an environmental impact report ("EIR") evaluating the potential impacts of the proposed project located at 5885 Carpinteria Ave., Carpinteria, California ("Project") in compliance with the California Environmental Quality Act ("CEQA"); 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. Consultant acknowledges that public comment volume, agency consultation requirements, and litigation-related issues may affect schedules and agrees to cooperate in good faith with reasonable schedule adjustments directed by City.

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.**" At the time the Parties entered into this Agreement, there are no Additional 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 professionals experienced in preparing environmental impact reports for public agencies under CEQA professionals experienced in providing other 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:

Mindy Fogg, Principal Planner, Community Development Department

2.5 **Representations and Warranties.** Consultant represents and warrants to City that: (i) its fulfillment of its obligations and, as applicable, performance the Services under this Agreement, will not violate any applicable or breach any contracts with third parties and (ii) it has the right, power and authority to fulfill its obligations, and, as applicable perform

the Services, and enter into this Agreement; (iii) the Services contemplated hereunder will be performed by adequately trained, competent personnel, in a professional manner, with such personnel having the requisite skill and expertise necessary to perform and complete the Services in accordance with industry standards and in accordance with the terms and conditions of this Agreement; and (iv) the Services and all deliverables provided hereunder will conform to the specifications agreed-to by the parties.

3. **TERM**. This Agreement shall be effective as of the date first above written and shall continue until all Services to be provided by Consultant are completed to the satisfaction of the City, but no later than the 30th day of June, 2028; unless terminated earlier as provided for herein.

3.1 **Extension by Amendment.** This Agreement may be extended for additional periods of time upon the mutual written agreement of the parties. Such extension shall be evidenced by a written amendment to this Agreement executed by the Contractor and the City Manager.

4. **COMPENSATION.**

4.1 **Basic Services**. For Basic Services, City shall pay Consultant on a time and materials basis, not to exceed amount of **$563,518** 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. Consultant acknowledges that records related to this Agreement may be subject to disclosure under the California Public Records Act ("CPRA") and agrees to cooperate with City in responding to CPRA requests.

5.3 **Original Records**. Consultant shall prepare, maintain, and organize all materials in a manner suitable for inclusion in the CEQA administrative record, including but not limited to drafts, internal memoranda, modeling files, correspondence, and data sources, as reasonably requested by City or City Attorney. All draft documents shall be clearly watermarked "DRAFT". 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. Upon termination for any reason, Consultant shall deliver all work product in a reasonably complete and usable form sufficient for City to continue the CEQA process with another consultant if required.

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

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

8. **INSURANCE**. Consultant shall maintain prior to the beginning of and for not less than three (3) years following completion or termination of this Agreement insurance coverage as specified in the attached Exhibit C, which is incorporated by this reference as though set forth in full.

9. **INDEMNIFICATION**. To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless City and any of its officials, directors, employees and agents ("**Indemnified Parties**") from and against any and all losses, liabilities, damages, costs, charges, payments, claims, and expenses, including reasonable attorney's fees and costs of defense, to the extent caused by the negligence, recklessness, or willful misconduct of Consultant in the performance under the terms of 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. In no event shall the cost to defend charged to Consultant exceed the Consultant's proportionate percentage of fault. City will reimburse Contractor for the proportionate percentage of defense costs exceeding Contractor's proportionate percentage of fault as determined by a Court of competent jurisdiction.

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. Consultant acknowledges that it is retained exclusively by the City to assist the City in its role as lead agency under CEQA. Consultant shall prepare all analyses, conclusions, and recommendations in a manner that is objective, impartial, and consistent with CEQA, the CEQA Guidelines, and applicable case law. Consultant shall not act as an advocate for the Project, the applicant, or any particular outcome.

11.4 **Interest of Consultant**. Consultant represents and warrants to City that it presently has no interests, and covenants that it shall not acquire any interests, direct or indirect, financial or otherwise, which would conflict with the performance of the services to be provided by Consultant under this Agreement. Consultant further covenants that, in the performance of this Agreement, no subcontractor or employee having such an interest shall be employed by Consultant. Consultant certifies that no one who has or will have any financial interest under this Agreement is: (a) an officer or employee of City, or (b). an officer or employee of the applicant and any of its consultants. Consultant agrees to comply with any applicable conflict of interest code.

11.5 **Undue Influence**. Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of City in connection with the award, terms or implementation of this Agreement, including any method of coercion,

confidential financial arrangement or financial inducement. No officer or employee of City will receive compensation, directly or indirectly, from Consultant or any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling City to any and all remedies at law or in equity.

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

12. **GENERAL PROVISIONS.**

12.1 **Assignment of Rights.** Contractor agrees to assign City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act or under the Cartwright Act arising from purchases of goods, services, or materials pursuant to this Agreement.

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

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

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

To Consultant:
Ruta K. Thomas
Environmental Science Associates
115 S. La Cumbre Lane, Suite 300
Santa Barbara, CA 93105
P. (805) 880-0922

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 D (together, "Acknowledgement of Workers' Compensation Obligation" and "Declaration of Exemption from Workers' Compensation" if applicable) 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**	**"CONSULTANT"** **Environmental Science Associates**
By:_____ Michael Ramirez, City Manager	By:_____ Ruta K. Thomas, So. Cal. Regional Director

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, MMC, CPMC
City Clerk

EXHIBIT A

BASIC SERVICES TO BE PERFORMED

REVISED

City of Carpinteria, Community Development Department

Technical Qualifications Proposal for 5885 Carpinteria Avenue Project EIR

Project #25-2356-DP/CDP/TTM/ARB

April 2, 2026

Project Team Leader: Mike Harden
949.870.1510 | MHarden@esassoc.com

Environmental Science Associates
esassoc.com

City of Carpinteria, Community Development Department

Technical Qualifications Proposal for 5885 Carpinteria Avenue Project EIR

Project #25-2356-DP/CDP/TTM/ARB

PREPARED FOR:

City of Carpinteria, Community Development Department
Mindy Fogg
Principal Planner
5775 Carpinteria Avenue
Carpinteria, CA 93013
mindyf@carpinteriaca.gov

PREPARED BY:

Environmental Science Associates
Mike Harden, Project Manager
115 S. La Cumbre Lane, Suite 300
Santa Barbara, CA 93105
MHarden@esassoc.com

REVISED April 2, 2026

115 S. La Cumbre Lane, Suite 300
Santa Barbara, CA 93105
805.880.0922 phone
esassoc.com

April 2, 2026

City of Carpinteria
Attention: Mindy Fogg, Principal Planner
5775 Carpinteria Avenue
Carpinteria, CA 93013

RE: Revised Proposal to Prepare an Environmental Impact Report for the 5885 Carpinteria Avenue Project

Dear Ms. Fogg,

Environmental Science Associates (ESA) originally submitted a proposal for environmental services for the 5885 Carpinteria Avenue Project (Project) on February 27, 2026. Based on discussions with City staff since preparation of our original proposal, ESA has revised our proposal to reflect the current needs of the Project.

Please don't hesitate to contact Mike Harden at MHarden@esassoc.com or 949.870.1510 if you have any questions or would like to discuss our proposal further. Thank you for your consideration.

Sincerely,

Mike Harden
Principal Environmental Planner

Ruta K. Thomas
Southern California Regional Director, Authorized Signatory

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SECTION 1

Who is ESA?

Environmental Science Associates (ESA) is a 100 percent employee-owned, California-based environmental consulting firm with more than 750 professionals across 22 offices, including an office in the city of Santa Barbara. For more than 5 decades, ESA has specialized in environmental planning and regulatory compliance under the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA), preparing over 16,000 environmental documents firmwide.

ESA's core practice is the preparation of CEQA and NEPA compliance documents supported by comprehensive, in-house technical expertise. Our firm includes environmental planners and technical specialists in disciplines such as air quality, biological resources, cultural and tribal cultural resources (including Assembly Bill [AB] 52 consultation support), geology and coastal hazards, greenhouse gas (GHG) emissions, hydrology and water quality, land use and planning, noise and vibration, paleontology, transportation, and visual resources. This breadth of expertise allows ESA to prepare coordinated, internally consistent environmental analyses for complex projects in sensitive environments.

ESA is a recognized leader in CEQA compliance for complex residential and mixed-use development projects, including projects that have generated substantial public interest and agency review. Many of these projects have been located within California's Coastal Zone or other environmentally sensitive settings and have required careful evaluation of coastal resources, public access, visual character, and regulatory consistency. ESA also has extensive experience evaluating residential projects in communities facing housing production pressures, where environmental review must be especially careful, transparent, and defensible. Our work frequently involves projects subject to close scrutiny from decision-makers, agencies, and the public.

Through this experience, ESA understands the importance of objectivity, clarity, and technical rigor in supporting public agencies in their role as lead agencies under CEQA. We are well equipped to assist the City of Carpinteria (City) Community Development Department (CDD) in preparing the environmental impact report (EIR) for the 5885 Carpinteria Avenue Project (Project), consistent with CEQA, the City's Environmental Review Guidelines, and applicable coastal policies.

SECTION 2

Meet the Team

ESA has assembled a senior, highly experienced team with the technical expertise and regulatory familiarity necessary to prepare the EIR for the 5885 Carpinteria Avenue Project.

As a Southern California-based team with an office in Santa Barbara, we are familiar with the regional and local environmental setting, coastal regulatory framework, and review processes applicable to development in sensitive coastal communities. Our local knowledge will support effective coordination with CDD staff and responsible agencies and allow us to anticipate and address key issues early in the CEQA process.

Our team is structured to provide focused leadership, disciplined project management, and rigorous quality control throughout preparation of the EIR, with defined roles for project oversight, technical review, and coastal policy coordination. Below, we present an overview of the team members who will lead key components of the Project, followed by summaries of their relevant experience. Detailed resumes are included in Appendix A.

Mike Harden | Project Manager

Education: Bachelor of Arts, Environmental Studies (Graduate with Honors and Distinction in Major certifications), University of California, Santa Barbara

Mike Harden has more than 25 years of experience preparing and managing environmental documentation in compliance with CEQA and NEPA. He has led the preparation of EIRs, addenda, and other CEQA documents for large-scale residential, mixed-use, redevelopment, infrastructure, and institutional projects throughout Southern California. His projects are frequently characterized by high visibility, complex regulatory environments, and substantial public and agency interest. Mike has extensive experience managing interdisciplinary project teams and coordinating closely with City staff and legal counsel to prepare environmental documents grounded in substantial evidence and aligned with CEQA requirements. He is accustomed to overseeing projects that require careful issue framing, iterative refinement of technical analyses, and disciplined schedule management in environments with evolving project descriptions and heightened public scrutiny.

"I take pride in managing projects where the review process is closely watched and the stakes are high. Delivering clear, thorough, and defensible environmental documents gives decision-makers the confidence they need, regardless of the ultimate outcome. "

—Mike Harden, Project Manager

Notably, Mike served as Project Manager for the Harvard-Westlake River Park EIR in Los Angeles, a highly controversial project that generated nearly 3,000 public comment letters and required significant agency coordination. In that role, he directed preparation of the EIR, supported technical analyses, and oversaw the preparation of the extensive and complex responses to public comments. His experience managing multifaceted comment records and producing internally consistent responses is directly applicable to projects anticipated to generate substantial public engagement. A graduate of the University of California, Santa Barbara, and a longtime coastal community resident, Mike is familiar with the environmental, regulatory, and community dynamics that shape projects along California's coast, including in Santa Barbara County.

Mike will serve as the primary point of contact for the CDD. He will be responsible for the day-to-day management of all Project tasks, oversight of the CEQA team and in-house technical specialists, coordination with City staff and the Applicant, and adherence to schedule and budget. He will also oversee the organization and preparation of responses to public and agency comments, resulting in a Final EIR that is comprehensive, internally consistent, and legally defensible.

Ruta K. Thomas | Project Director

Education: Master of Arts, Environmental Studies, Brown University; Bachelor of Arts, Biology/Economics, Lehigh University
Registration: Registered Environmental Property Assessor (No. 596576)

Ruta K. Thomas has 28 years of experience in environmental planning and regulatory compliance. She is widely recognized for managing and overseeing the preparation of highly complex, controversial, and visible long-range planning and environmental documents throughout California. Her experience includes directing large, cross-disciplinary teams of environmental and technical specialists and navigating projects through complex regulatory frameworks and multi-agency oversight. Ruta is well versed in all aspects of CEQA and NEPA and remains current on evolving regulations, policies, and case law. She provides strategic oversight of environmental review processes, with attention to accuracy, consistency, and alignment with applicable legal standards. Known for her technical precision and disciplined review approach, Ruta works closely with agencies and project teams to support thorough analysis and informed decision-making.

"On projects that generate substantial public attention, the integrity of the environmental document is paramount. My role is to ensure that the analysis is thorough, clearly articulated, and able to withstand careful review."
— Ruta K. Thomas, Project Director

Ruta will provide senior-level oversight and direct ESA's quality assurance/quality control process. Her oversight and direction will reinforce production of high-quality, legally defensible deliverables.

Brian Allee | Deputy Project Manager

Education: Bachelor of Science, City and Regional Planning, California Polytechnic State University, San Luis Obispo

Brian Allee is a senior environmental planner with over 20 years of experience supporting project entitlements and preparing environmental documentation in compliance with CEQA and NEPA. He has conducted research, analysis, and technical review for EIRs, mitigated negative declarations, and other CEQA documents across a range of residential, mixed-use, infrastructure, and coastal development projects. Brian has played key roles managing and supporting projects within the California Coastal Zone, including developments in Marina del Rey, Newport Beach, and most recently, the Surfliner Inn Project in Carpinteria. Through this experience, he has developed a strong understanding of coastal regulatory frameworks, agency coordination, and the environmental and community considerations that frequently accompany projects in sensitive coastal settings.

"Clear communication is especially important on projects that generate strong public interest. I'm committed to supporting a transparent process and ensuring that agency and public comments are addressed thoroughly and respectfully."

—Brian Allee, Deputy Project Manager

As Deputy Project Manager, Brian will support Mike in coordinating with CDD staff, assist with issue tracking and resolution, and provide added quality control review of key EIR sections, with attention to consistency, responsiveness, and precision in addressing the City's and public's comments. His familiarity with local review processes and coastal policy considerations will support efficient communication and steady Project execution.

Selena Whitney, AICP | Coastal Policy, Land Use and Planning Lead

Education: Master of Planning, Land Use/Regional Planning/Sustainability Concentration, University of Southern California; Bachelor of Science, Biology, Ecology concentration, Otterbein University
Certification: American Institute of Certified Planners (AICP)

Selena Whitney is a project manager and senior planner with a broad and diverse range of policy, permitting, and environmental planning experience. Selena manages complex planning and permitting projects within and outside of Santa Barbara County. Currently, she is managing the County's Utility-Scale Solar Ordinance Update Project, in addition to coastal projects, such as the California Coastal Commission's Middle-Mile Broadband Implementation Project, the City of Fort Bragg Sea Level Rise Resilience Strategy, the Malibu Public Works Plan EIR, and the Camp 1 Ten Mile Road Bridge Replacement. She works directly with the City of Goleta as a contract planner for development projects. She is also managing the CEQA process for several renewable energy projects throughout California. In her prior role as Senior Planner at Santa Barbara County, she co-managed the County's Housing Element Update, as well as directed several other county-wide planning initiatives. Selena is currently supporting preparation of the Surfliner Inn Project EIR, where she is leading the preparation of the land use and planning section, including Coastal Land Use Plan and general plan consistency review, and contributing to the aesthetics analysis in coordination with City staff.

Selena will support the Project through coastal policy compliance and coordination. She will also prepare the aesthetics and land use and planning sections of the EIR. As a Santa Barbara County resident and employee of ESA's Santa Barbara office, Selena can be readily available to attend City meetings and in-person public outreach, in addition to or in support of the project manager and project director.

Alan Sako, LEED AP BD+C | Technical Lead for Air Quality, Energy Consumption, Greenhouse Gas, and Noise

Education: Bachelor of Science, Atmospheric, Oceanic & Environmental Science, University of California, Los Angeles
Certification: U.S. Green Building Council, LEED Accredited Professional (BD+C)

Alan Sako has over 24 years of experience preparing and managing air quality, GHG, energy, and noise analyses for projects subject to CEQA and NEPA. His expertise includes conducting ambient air quality impact assessments, health risk assessments, acoustical analyses, and regulatory compliance support, as well as applying current air pollutant dispersion, emissions, and noise modeling tools. Alan has prepared numerous air quality, GHG, and noise evaluations for residential, commercial, industrial, institutional, and infrastructure projects, many of which have been subject to legal and public scrutiny. His work has supported the preparation of environmental documents requiring careful analysis of criteria pollutants, toxic air contaminants, climate change impacts, energy consumption, construction noise, operational noise, and vibration. He applies state and regional guidance, including methodologies adopted by the California Air Resources Board, local air districts, and applicable noise standards, in preparing technically robust impact assessments supported by detailed modeling and consistent with regulatory requirements. Notably, Alan worked with the California Air Resources Board to certify numerous high-profile mixed-use projects, such as the 8150 Sunset Boulevard Project and the Fourth and Central Project, as Environmental Leadership Development Projects, demonstrating no net increase in GHG emissions. He has also led and peer reviewed acoustical analyses using industry-standard modeling tools to evaluate transportation noise (including rail and freeway noise), stationary source noise, and vibration impacts for complex suburban, urban, and infrastructure projects. Alan is currently supporting preparation of the Surfliner Inn Project EIR, providing senior technical oversight of the air quality and noise analyses and coordinating with City staff regarding modeling approaches and thresholds of significance.

Alan will lead preparation of the technical analyses and EIR sections addressing air quality, GHG emissions, noise, and energy consumption. He will also provide senior-level technical peer review of the noise analysis, confirming consistency of modeling assumptions, methodology, and conclusions with CEQA standards and applicable local thresholds.

Jill Feyk-Miney | Technical Lead for Agricultural Resources

Education: Master of Science, Environmental Studies, California State University, Fullerton; Bachelor of Science, Environmental Studies, University of California, Santa Barbara

Jill Feyk-Miney is a senior environmental planner with 10 years of experience preparing and supporting CEQA and NEPA documentation for development projects and land use plans throughout California. She specializes in agricultural resources analysis, including preparation and peer review of Land Evaluation and Site Assessment (LESA) technical reports in accordance with the California Department of Conservation's LESA Manual. Jill has prepared and reviewed project-specific LESA analyses for large-scale development proposals involving agricultural land conversion, including renewable energy, infrastructure, and mixed-use projects in Fresno and Kern Counties. Her experience includes evaluating soil productivity classifications, farmland mapping data, agricultural land use patterns, and consistency with local and state policies related to farmland protection. She has authored agricultural and forestry resources sections of EIRs and coordinated closely with technical specialists to develop methodologically sound agricultural impact analyses that align with related resource evaluations. In addition to her LESA expertise, Jill has prepared and contributed to technical analyses addressing energy, GHG emissions, and land use consistency, allowing her to evaluate agricultural impacts within the broader CEQA framework. Her familiarity with U.S. Department of Agriculture Natural Resources Conservation Service soil data resources and farmland classification tools supports accurate and defensible agricultural resource assessments.

Jill will serve as the Agricultural Resources Technical Lead. She will prepare the agricultural resources analysis for the EIR, coordinate with City staff regarding farmland classification and LESA methodology, and confirm that the evaluation of agricultural land conversion is thoroughly supported and consistent with applicable CEQA standards.

James Jackson, PE | Technical Lead for Coastal Hazards

Education: Master of Science, Environmental Engineering, University of California, Berkeley; Bachelor of Science, Civil and Environmental Engineering, University of California, Berkeley
Certifications: State of California Certified Professional Engineer (PE)

James Jackson, PE, is a California-registered civil engineer with 14 years of experience in coastal engineering, hydrology, and hydraulic analysis, focusing on evaluation of coastal erosion, sea-level rise, storm surge, and wave run-up hazards in support of planning and environmental review. He has led technical analyses for coastal vulnerability assessments, Local Coastal Program (LCP) updates, and site-specific coastal development projects throughout California. James has conducted bluff erosion modeling, shoreline change analysis, and sea-level rise vulnerability assessments for local and regional jurisdictions and projects requiring Coastal Development Permits. His work applies current California Coastal Commission sea-level rise guidance and integrates shoreline trends, geomorphic conditions, and projected climate scenarios to characterize future hazard exposure. He has supported LCP updates and coastal adaptation planning efforts for jurisdictions including Santa Barbara County and the city of Santa Barbara. James has also prepared coastal hazard technical studies for EIRs and Coastal Development Permit applications, coordinating with City staff and regulatory agencies to prepare analyses grounded in accepted coastal methodology and consistent with Coastal Act policies.

James will serve as the Coastal Hazards Technical Lead. He will oversee preparation of the Coastal Hazards Report, including evaluation of bluff stability, shoreline change, sea-level rise exposure, storm surge, and wave run-up conditions, and oversee integration of findings into the EIR consistent with CEQA standards, applicable LCP policies, and current Coastal Commission guidance.

Fatima Clark | Technical Lead for Cultural, Paleontological, and Tribal Resources

Education: Bachelor of Arts, Anthropology, California State University, Fullerton
Certifications & Permits: Orange County Certified Archaeologist; HAZWOPER Certified; California BLM Cultural Resources Use Permit, Field Director, Statewide

Fatima Clark is an archaeologist with 17 years of experience preparing cultural, tribal cultural, and paleontological resource assessments in compliance with CEQA, NEPA, and Section 106 of the National Historic Preservation Act. She has authored cultural resources assessment reports, EIR sections, initial study/mitigated negative declaration analyses, and archaeological monitoring reports for residential, mixed-use, infrastructure, energy, and public projects throughout California. Fatima conducts records searches through the California Historical Resources Information System, prepares archaeological and tribal cultural resource analyses, coordinates Native American consultation pursuant to AB 52, and manages paleontological resource evaluations. She regularly works with tribal representatives, local jurisdictions, and agency staff in fulfilling consultation requirements and developing analyses aligned with CEQA standards and applicable local policies. Her experience includes leading cultural, paleontological, and tribal resource sections for project- and program-level EIRs and managing field investigations and technical report preparation for projects in environmentally sensitive and high-visibility settings. Fatima is currently supporting the preparation of the Surfliner Inn Project EIR, where she is leading the cultural and tribal cultural resources sections, coordinating AB 52 consultation, and working directly with City staff regarding regulatory requirements and conditions of approval. This ongoing experience provides familiarity with the City's review processes and expectations related to cultural and paleontological resources.

Fatima will serve as the Cultural, Tribal, and Paleontological Resources Technical Lead. She will prepare the cultural and tribal cultural resource analyses, coordinate consultation and documentation consistent with AB 52 requirements, and oversee integration of paleontological technical findings into the EIR to provide for a comprehensive and well-documented evaluation.

SECTION 3

Experience that Speaks

To demonstrate our capability to effectively manage and prepare an EIR for the 5885 Carpinteria Avenue Project, we have highlighted a selection of past and ongoing projects that reflect the range of technical, regulatory, and community considerations relevant to this assignment. These projects collectively showcase ESA's experience preparing CEQA documentation for high-density residential developments, coastal and bluff-adjacent sites, projects requiring coordination with the California Coastal Commission and other regulatory agencies, and developments that have generated substantial public interest. Together, they illustrate our ability to integrate complex technical analyses, navigate sensitive land use and coastal policy contexts, and deliver clear, defensible environmental documents that support informed decision-making.

CITY OF CARPINTERIA

Surfliner Inn Project EIR

ESA is currently preparing the EIR for the Surfliner Inn Project, a proposed visitor-serving hotel located within the California Coastal Zone in downtown Carpinteria. The project requires discretionary approvals including a Development Plan, Conditional Use Permit, and Coastal Development Permit from the City. ESA is also preparing various technical analyses as well as conducting CEQA adequacy peer reviews of the Applicant's technical studies for completeness and consistency with CEQA requirements.

ESA prepared and circulated the notice of preparation and conducted a public scoping to solicit agency and community input. The Draft EIR is currently in public review and evaluates the full range of environmental topics required under CEQA, including aesthetics, air quality and GHG, biological resources, cultural resources, hydrology and water quality, land use, noise and vibration, transportation, and related issue areas.

Throughout the process, ESA has coordinated closely with CDD staff to address Coastal Zone requirements, parking and circulation considerations, public access and visual character issues, and cumulative development within the downtown area. ESA will continue to support CDD through public review, responses to comments, and preparation of the Final EIR.

HARVARD-WESTLAKE SCHOOL

Harvard-Westlake River Park EIR

ESA prepared the EIR and supporting technical studies for the Harvard-Westlake River Park Project, involving redevelopment of a 17-acre site formerly occupied by a private golf course and tennis facility into an athletic and recreational complex. The project site is bordered by residential neighborhoods on three sides, the Los Angeles River on the fourth side, and includes a historic clubhouse structure and numerous mature trees.

The proposed project included construction of athletic fields, tennis courts, a multi-use gymnasium, sports field lighting for evening use, and new public trail connections to the Zev Yaroslavsky Los Angeles River Greenway. The project required evaluation of potential impacts related to aesthetics and visual character, historic resources, biological resources (including tree removal), noise from athletic events and lighting, traffic and parking, land use compatibility, and potential effects associated with artificial turf and related materials. The site's location within the Los Angeles River Improvement Overlay District required detailed analysis of watershed, urban design, and mobility policies in addition to standard CEQA topics.

The Draft EIR received nearly 3,000 public comment letters (a record for the City of Los Angeles at the time), reflecting very high community interest and participation. ESA organized, tracked, and prepared comprehensive responses to comments and incorporated clarifications and revisions into the Final EIR as appropriate. The EIR was certified by the City of Los Angeles in late 2023, and subsequent legal challenges to the adequacy of the document were resolved in favor of the City.

Source: https://5700hannum.com

CITY OF CULVER CITY

5700 Hannum Avenue Mixed-Use EIR

ESA served as the lead environmental consultant for the 5700 Hannum Avenue Mixed-Use Residential and Commercial Project EIR, a high-density residential project with a limited commercial component in Culver City. The project involved redevelopment on an underused site previously occupied by office uses into a six-story building providing 309 residential units, including very low-income units, along with ground-floor commercial space. Key issues addressed in the EIR centered on the project's higher-

density characteristics relative to the surrounding lower-density development. Accordingly, topics such as aesthetics, land use compatibility, public services, construction-related air quality/health risk and noise impacts, and traffic were primary community concerns that were evaluated in detail. The Final EIR for the project was certified by the City of Culver City in late 2024.

ESA's work on this project is an example of our experience preparing comprehensive CEQA documentation for higher-density development relative to the surrounding area, as well as the integration of multidisciplinary technical analyses to support informed decision-making when facing organized community opposition.

Over the past decade, ESA has served as the "go to" CEQA consultant for the City of Culver City across a wide range of residential, mixed-use, and commercial development projects, with Mike Harden serving as Project Director or Project Manager for most of these assignments. In addition to the 5700 Hannum Avenue EIR, ESA has prepared environmental documentation for several large-scale housing and mixed-use developments, including the 5757 Uplander Project (1,077 residential units), 6201 Bristol Parkway (846 residential units), and 10950 Washington Boulevard (508 residential units), as well as the Culver Crossings EIR, a 536,000-square-foot office development. This body of work reflects ESA's experience preparing CEQA documentation for high-density projects and demonstrates the City's continued trust in ESA to deliver clear, technically sound, and legally defensible environmental documents responsive to community concerns.

SAN FRANCISCO PUBLIC UTILITIES COMMISSION

Ocean Beach Climate Change Adaptation Project EIR

ESA served as the lead environmental consultant for the Ocean Beach Climate Change Adaptation Project, a comprehensive coastal resilience initiative addressing sea-level rise, shoreline erosion, and storm hazards along approximately 1 mile of Pacific coastline in San Francisco. The project was designed to protect critical public wastewater infrastructure from bluff erosion and coastal retreat while advancing long-term shoreline adaptation strategies.

ESA prepared separate CEQA and NEPA environmental documents for the project, including preparation of technical studies addressing shoreline processes, coastal geomorphology, sea-level rise, aesthetics (including visual simulations), archaeological and historic resources, air quality, and biological resources. The environmental review required coordination with multiple agencies, including the San Francisco Planning Department, the National Park Service, the U.S. Army Corps of Engineers, the regional water quality control board, and the California Coastal Commission. The project involved evaluation of shoreline stabilization strategies, beach nourishment, removal of existing shoreline protection structures, construction of a buried structural wall to protect infrastructure, and long-term adaptation planning. ESA supported the alternatives analysis, agency consultation, regulatory permitting, and preparation of mitigation and monitoring measures to address coastal hazards and resource impacts.

ESA prepared the Draft EIR in 2021 and the Final EIR in 2023, and subsequently supported the San Francisco Public Utilities Commission through Coastal Commission permitting and supplemental environmental review to address project refinements and mitigation implementation. The project required careful integration of coastal hazard modeling, regulatory compliance, and public engagement in a high-visibility coastal setting subject to evolving climate change considerations.

CITY OF DALY CITY

Vista Grande Drainage Basin Improvement Project EIR/EIS

ESA served as lead environmental consultant for the Vista Grande Drainage Basin Improvement Project, a large-scale infrastructure and watershed resilience project located within the Vista Grande watershed adjacent to Lake Merced and coastal bluff environments in Daly City. The project addressed long-standing flooding, stormwater management, and water quality challenges while restoring hydrologic balance to Lake Merced, a sensitive freshwater coastal system.

ESA prepared a joint EIR/Environmental Impact Statement (EIR/EIS) under CEQA and NEPA, coordinating between Daly City (CEQA lead agency) and the National Park Service (NEPA lead agency). The environmental review included technical studies addressing hydrology and water quality, biological resources, wetlands, cultural resources, air quality, and coastal regulatory considerations. The project required coordination with multiple regulatory agencies, including the U.S. Army Corps of Engineers, regional water quality control board, California Department of Fish and Wildlife, U.S. Fish and Wildlife Service, National Marine Fisheries Service, and the California Coastal Commission. The project involved modifications to historic stormwater diversion infrastructure, replacement of an aging coastal tunnel, shoreline and habitat restoration, and improvements to drainage systems traversing natural and developed areas within a 2.5-square-mile watershed. The EIR/EIS evaluated multiple alternatives, addressed agency concerns regarding water quality and hydrologic impacts, and incorporated mitigation measures and monitoring requirements to support long-term environmental protection.

The Final EIR/EIS was certified in 2017, and ESA subsequently supported regulatory permitting and mitigation planning through final approvals in 2024. The project required extensive interagency coordination, resolution of differing regulatory perspectives, and preparation of technical documentation under significant schedule and funding pressures.

CITY OF NEWPORT BEACH

Back Bay Landing EIR and EIR Addendum

ESA prepared an EIR for the Back Bay Landing Project, a mixed-use waterfront redevelopment proposed on a 7-acre site in Upper Newport Bay within the California Coastal Zone. The EIR addressed multiple discretionary approvals, including general plan amendments, Coastal Land Use Plan amendments, and Planned Community legislative actions to allow for future site-specific development to be evaluated through subsequent Site Development Plan and Coastal Development Permit processes. Key issues analyzed in the EIR included aesthetics and public views, biological and marine resources, hydrology and water quality, historic resources, land use and Coastal Act consistency, and traffic and circulation. The project required careful coordination with City staff and consideration of California Coastal Commission policies and review standards.

At the request of the City, ESA subsequently prepared an addendum to the certified EIR to address revisions to legislative approvals resulting from Coastal Commission input. In 2025, ESA initiated preparation of a Supplemental EIR to evaluate proposed infrastructure modifications necessary to implement the approved project framework. ESA's continued role on this project reflects the City's confidence in our ability to prepare well-supported environmental documentation that adapts to evolving project design and regulatory input while maintaining compliance with CEQA and Coastal Act requirements.

COUNTY OF LOS ANGELES DEPARTMENT OF REGIONAL PLANNING

Marina del Rey Marriott Courtyard and Residence Inn Hotel EIR Addendum

ESA prepared an addendum to the certified EIR for the Marina del Rey Marriott Courtyard and Residence Inn Hotel Project, a redevelopment within the California Coastal Zone on a 2.2-acre marina-adjacent site. The addendum evaluated refinements to a reduced-scale hotel proposal and assessed potential changes to environmental impacts across multiple technical areas.

The environmental review addressed air quality, biological resources, noise, traffic and access, hydrology, land use consistency, public services, and visual resources, with particular attention to the site's proximity to marina uses and coastal-sensitive resources. ESA evaluated whether the modified project would result in new significant impacts or substantially increase previously identified impacts, consistent with CEQA Guidelines Section 15164.

The project required detailed analysis of marina-related environmental considerations, visual character, traffic circulation within a constrained coastal setting, and compliance with Coastal Zone requirements. ESA prepared clear, meticulous technical documentation to confirm that the addendum met CEQA standards and provided the County with a defensible basis for its determination.

SECTION 4

Voices of Trust

ESA has built a strong reputation for responsive service, technical expertise, and preparation of high-quality environmental documents. A significant portion of our work is performed for repeat public agency clients, reflecting the long-standing relationships we have developed and our consistent delivery of thorough, well-sustained work products. We invite you to contact the clients listed below for feedback regarding our expertise, responsiveness, and ability to manage complex projects within established schedules and budgets.

CITY OF NEWPORT BEACH

Contact: Jaime Murillo, Associate Planner

Phone: 949.644.3209

Email: jmurillo@newportbeachca.gov

Project: Back Bay Landing EIR & EIR Addendum

CITY OF LOS ANGELES

Contact: Kimberly Bjorklund, City Planner

Phone: 213.847.3688

Email: kimberly.bjorklund@lacity.org

Project: Harvard-Westlake River Park EIR

CITY OF CULVER CITY

Contact: Emily Stadnicki, AICP, Planning Manager

Phone: 310.253.5727

Email: emily.stadnicki@culvercity.gov

Project: Various Culver City Projects

CITY OF DALY CITY

Contact: Anthony Tofiga, Sr. Management Analyst

Phone: 650.991.8202

Email: atofiga@dalycity.org

Project: Vista Grande Drainage Basin Improvement Project EIR/EIS

SECTION 5

Our Approach to Project Success

Our approach to preparing the EIR for the 5885 Carpinteria Avenue Project is designed to support a thorough, transparent, and legally defensible CEQA process for a project that is expected to receive substantial agency and public scrutiny, particularly as it would sit in a sensitive coastal and bluff-adjacent setting. We begin with a project kick-off meeting with CDD staff and the Applicant to review the most current project description, plans, and technical studies, and to align on process expectations, key issue areas, and coordination protocols.

A clear and stable project description is foundational to an effective EIR, particularly for projects in sensitive coastal environments. Early in the process, ESA will prepare a clear and stable working project description to serve as the foundation for all environmental analyses and public disclosures. Because several technical studies have already been prepared by the Applicant, our team will conduct an upfront CEQA adequacy peer review to evaluate those studies for methodological soundness, internal consistency, and compliance with CEQA and the City's Environmental Review Guidelines prior to incorporation into the EIR. If any deficiencies or gaps are identified, ESA will provide a CEQA Adequacy Peer Review Memorandum summarizing findings and recommendations so that issues can be addressed early and efficiently.

Recognizing that the Project is located within the California Coastal Zone and adjacent to the Carpinteria Bluffs, ESA will prioritize early coordination with City staff and relevant resource agencies, including the California Coastal Commission, to identify key areas of concern and integrate those issues comprehensively in the EIR. This coordination will occur in parallel with EIR preparation to reduce the risk of late-stage revisions while maintaining schedule discipline and budget control.

Given the anticipated heightened level of community interest, ESA will employ a structured and transparent approach to addressing public and agency comments. We will use an internal comment tracking database to log, categorize, and respond systematically to all substantive comments received during scoping and Draft EIR review. This system supports consistency across response themes, improves efficiency in managing large comment volumes, and supports clear and comprehensive responses to each issue raised by agencies or members of the public in the Final EIR.

Throughout the process, ESA's focus will remain on preparing a comprehensive environmental document grounded in substantial evidence and aligned with CEQA and the City's adopted policies. The EIR will provide decision-makers and the public with an objective evaluation of potential environmental impacts, feasible mitigation measures, and alternatives, and will be structured to withstand close administrative or judicial review.

Scope of Work

Task 1: Project Initiation and Kick-off Meeting

ESA's Project Management Team (assuming two ESA staff members) will attend an in-person Project kick-off meeting with CDD staff and the Applicant. ESA will prepare a meeting agenda prior to the meeting and will distribute meeting minutes within 1 week after the Project kick-off meeting. The purpose of the Project kick-off meeting will be to do the following:

- Review the agreed upon scope of work for the Project and establish team roles and clear lines of communication between the CDD staff, Applicant, and ESA.
- Establish procedures for product review and task completion.
- Obtain any additional relevant plans, technical reports, studies, and ordinances.
- Establish a mutual understanding of the key focus issues to be addressed in the EIR and delve into Project-related issues.
- Discuss the Project Description and objectives as well as possible Project alternatives.
- Identify a preliminary Project schedule and key milestones, including delivery of and review of technical studies.

ESA's Project Management Team will coordinate with in-house ESA staff to establish protocols and relay information obtained during the Project kick-off meeting and initiate work efforts.

Following the Project kick-off meeting, ESA's Project Management Team will conduct a site visit along with CDD staff and the Applicant to view key areas of the Project Site.

Deliverables:

- ESA will prepare a Project kick-off meeting agenda.
- ESA's Project Management Team will attend an in-person Project kick-off meeting at a location to be determined by CDD staff.
- ESA will prepare Project kick-off meeting minutes and submit them to CDD staff.
- ESA will conduct a site visit following the Project kick-off meeting.

Task 2: Project Description

The formulation of a working description for the Project is critical to a successful EIR process. ESA will provide a list of data needs, if applicable, to CDD staff and the Applicant. Following receipt of the data needs, ESA will work closely with CDD staff and the Applicant to prepare a clear and complete Project Description that articulates the components of the Project, as well as the Project objectives.

The Project Description will include descriptions of the regional and local setting; the Project Site conditions; the Project history; the Project objectives; and technical, environmental, and other characteristics of the Project. The Project Description will also include the intended uses of the EIR, including a list of responsible, trustee, and other agencies expected to use the EIR in decision-making. A list of Project permits and requested approvals will also be provided. ESA will finalize the Draft Project Description within 2 weeks of receipt of all data necessary to prepare the Project Description.

Deliverables:

- ESA will submit a list of data needs, if applicable, after receipt of Project plans and relevant technical reports to CDD staff.

- ESA will submit one electronic copy (in Microsoft Word and PDF formats) of the Draft Project Description to the CDD staff for one round of review. Following receipt of comments from CDD staff on the Draft Project Description, ESA will provide the applicable revisions.
- ESA will submit one electronic copy (in Microsoft Word and PDF formats) of the Final Project Description to CDD staff.

Task 3: CEQA Adequacy Peer Reviews

ESA understands that the Applicant has prepared technical studies and evaluations for the Project. CDD staff has requested a CEQA Adequacy Peer Review of the Applicant prepared studies and evaluations. The following list includes the studies to be peer reviewed and the corresponding ESA staff hours necessary to conduct the peer review: Visual Study (8 hours), Phase I ESA – Hazardous Materials (8 hours), Biological Resources Assessment Report (10 hours), Cultural Resources Assessment Technical Report (9 hours), Paleontological Resources Assessment Technical Report (8 hours), Noise Technical Report (18 hours), Preliminary Drainage Analysis (11 hours), Geotechnical Investigation (8 hours), Stormwater Control Plan (4 hours), Transportation Impact Analysis (14 hours), and a Coastal Hazards Assessment related to Wave Runup/Bluff Erosion/Sea Level Rise (23 hours) ESA's peer review, together with consultation between ESA and CDD staff, will determine if the technical reports and evaluations provide adequate supporting documentation to respond to the applicable CEQA Checklist questions.

ESA will document our findings in a CEQA Adequacy Peer Review Memorandum summarizing all findings, assessments, and recommendations. If requested by CDD staff, ESA will review the applicable revised technical reports and evaluations to ensure any necessary revisions, improvements, or clarifications have been incorporated. For the purposes of this scope of work, it is assumed that ESA will not be required to conduct any remodeling or reanalysis, the above-mentioned technical reports and evaluations will not require substantive changes, and the final reports will be adequate per CEQA for inclusion into the EIR.

Deliverable:

- ESA will submit one electronic copy (in Microsoft Word and PDF formats) of a CEQA Adequacy Peer Review Memorandum to CDD staff.

Task 4: ESA Technical Studies/Evaluations

Subtask 4.1: Agricultural Land Conversion Study

Because approximately half of the Project Site meets the definition of "agricultural land" set forth in Public Resources Code Section 21060.1, ESA proposes to prepare an Agricultural Land Conversion Study for the Project that assesses its potential to result in significant adverse impacts on agricultural resources. The study will include a description of the existing environmental setting as it relates to agricultural resources, and provide a regulatory framework that discusses applicable federal, state, and local laws and regulations. The study will include an evaluation of potentially significant direct, indirect, and cumulative impacts of the Project on agricultural resources in the context of CEQA Guidelines Appendix G.

The California LESA Model was developed to provide lead agencies with a methodology so that potentially significant effects on the environment of agricultural land conversions are quantitatively and consistently considered in the environmental review process. ESA will prepare a LESA using the LESA Manual published by the California Department of Conservation and document the results in the study. Using the LESA Model, ESA will evaluate measures of soil resource quality, the Project's size, water resource availability, surrounding agricultural lands, and surrounding protected resource lands. The factors will be rated, weighted, and combined, resulting in a single numeric score for the Project that will become the basis for making a determination of the Project's potential impacts associated with agricultural conversion. Alternatively, the County of Santa Barbara (County) has adopted Agricultural Resource Guidelines as part of the Planning and Development Department's *Environmental Thresholds and Guidelines Manual* (last revised January 2021). The County's guidelines use a weighted point to assign relative values to particular characteristics of a site's agricultural productivity. If preferred by the City, ESA can use the County methodology in place of the state's LESA Model to determine potential impacts.

If potentially significant effects are identified for impacts on agricultural resources, the study will identify potential mitigation measures to reduce effects to the extent feasible. The Agricultural Land Conversion Study will be summarized in the Agricultural Resources section of the EIR and included as an appendix.

Deliverables:

- ESA will submit one electronic copy (in Microsoft Word and PDF formats) of the Draft Agricultural Land Conversion Study to CDD staff for one round of review. Following receipt of comments from CDD staff on the Draft Agricultural Land Conversion Study, ESA will provide the applicable revisions.
- ESA will submit one electronic copy (in Microsoft Word and PDF formats) of the Final Agricultural Land Conversion Study to CDD staff.

Subtask 4.2: Air Quality and Greenhouse Gas Emissions Technical Report

AIR QUALITY

Adjacent uses to the Project Site consist of the Carpinteria Skatepark, city hall, and the Carpinteria Processing Facility to the west; the Carpinteria Bluffs Nature Preserve to the east; the U.S. Route 101 freeway to the north with residential and agricultural uses further north; and the Union Pacific Railroad (UPRR) and Pacific Ocean to the south. ESA will define the air quality significance thresholds applicable to the Project based on the Santa Barbara County Air Pollution Control District's (SBCAPCD's) Scope and Content of Air Quality Sections in Environmental Documents (2022).

The air quality impact assessment will evaluate the Project's conformance with the applicable 2022 Ozone Plan for the County portion of the South-Central Coast Air Basin focusing on regulations and control strategies applicable to Project-related construction emission sources as well as regional growth impacts from the Project's proposed housing units.

ESA will quantify the Project's emissions generated by off-road construction equipment, on-road trucks, and worker vehicles for site preparation, grading, building construction, paving, and installation of vegetation or landscaping (if applicable). Project operation would generate emissions from new vehicle trips, building energy demand (if equipped with natural gas infrastructure), landscaping equipment, and fugitive volatile organic compound emissions from reapplication of paints and consumer product usage. Emissions will be modeled using the California Emissions Estimator Model (CalEEMod) using the model version available at the time the analysis is initiated (currently version 2022.1). ESA assumes the Project would comply with applicable fugitive dust control rules from the SBCAPCD. Criteria and ozone precursor pollutant emissions will be compared to the SBCAPCD thresholds of significance.

ESA will evaluate the Project's potential to expose sensitive receptors (i.e., nearby residential uses) to substantial pollutant concentrations focusing on toxic air contaminant (TAC) emissions (i.e., diesel particulate matter), carbon monoxide (CO) hotspots, fugitive dust emissions, exposure to Valley Fever (Coccidioides spores), and naturally occurring asbestos. ESA will evaluate other emissions, such as odors, that could adversely affect a substantial number of people. This analysis will include a discussion of the distances to the nearest sensitive receptor locations (i.e., residential uses located just over 350 feet to the northwest across the U.S. Route 101 freeway) and compliance with air quality regulations and implementation of construction best management practices.

With respect to TAC emissions, the SBCAPCD recommends that projects implement construction diesel particulate and nitrogen oxide (NOX) emission reduction measures, which reduce construction TAC emissions. As noted in the Request for Proposal, the Project's proposed residential uses would be limited to the northern parcel and would be set back approximately 200 feet north of the existing UPRR, which currently serves approximately 10 train trips (five train trips in each direction) per day that would not idle or stop near the proposed residences and thereby, limit exposure. Furthermore, approximately one-third of the northern portion of the Project Site is located within 500 feet of the U.S. Route 101 freeway. The SBCAPCD recommends that residential uses be sited away from freeways or that such uses incorporate design features to reduce exposure from freeway TAC emissions. Such features include MERV 13 or better indoor air filtration, placing vents and other air intake at the non-roadway facing sides of buildings, incorporating dual-pane windows to make the building exterior as "airtight" as possible to minimize air infiltration, and implementing other measures. The design features to reduce exposure from freeway TAC emissions would also reduce exposure from railroad emissions. For the purposes of this scope of work, ESA assumes the Project will comply with applicable design feature recommendations, and as such, we will evaluate impacts from TAC emissions qualitatively. ESA has included a l task to conduct a quantitative health risk assessment (refer to Subtask 4.3).

If significant impacts are identified, ESA will provide feasible mitigation measures. Construction-related mitigation measures, if required, may include enhanced fugitive dust suppression, use of diesel particular filters on off-road equipment, engines certified to the Tier 4 emissions standards, electric-powered equipment in place of diesel or gasoline, or other measures. The air quality analysis will be documented in an Air Quality and Greenhouse Gas Emissions Technical Report, which will be summarized in the Air Quality section of the EIR and included as an appendix to the EIR. Emission calculation worksheets will be included in the Air Quality and Greenhouse Gas Emissions Technical Report appendix.

GREENHOUSE GAS EMISSIONS

With respect to greenhouse gas (GHG) emissions, modeling will be done using CalEEMod as discussed in the Air Quality and Greenhouse Gas Emissions Technical Report Task 4.2). The SBCAPCD has not adopted numeric GHG thresholds of significance for development projects that are subject to CEQA. The County of Santa Barbara's Environmental Thresholds and Guidelines Manual (2024) has identified GHG emission thresholds based on a project exceeding a bright-line threshold for industrial projects (typically defined as oil and gas projects and mining projects but could also include other project types), exceeding a screening level or a service population-based performance standard for non-industrial projects, and/or a project's consistency with the County of Santa Barbara 2030 Climate Action Plan (2030 CAP).

The City of Carpinteria does not have an adopted GHG threshold or qualified GHG reduction plan for the Project from which to tier. Although the City is not within the jurisdiction of the County's Environmental Thresholds and Guidelines Manual and 2030 Climate Action Plan, the significance evaluation for GHG emissions based on the County's approach (i.e., the County's 2030 CAP Checklist) will be used to determine significance with respect to GHG emissions. The Project's GHG emissions will also be discussed in terms of potential conflicts with applicable GHG reduction plans, policies, and regulations. If GHG impacts exceed the applicable threshold, ESA will recommend mitigation measures to reduce the impacts. The GHG analysis will be documented in an Air Quality and Greenhouse Gas Emissions Technical Report, which will be summarized in the GHG section of the EIR and included as an appendix to the EIR. Emission calculation worksheets will be included in the Air Quality and Greenhouse Gas Emissions Technical Report appendix.

Deliverables:

- ESA will submit one electronic copy (in Microsoft Word and PDF formats) of the Draft Air Quality and Greenhouse Gas Emissions Technical Report to CDD staff for one round of review. Following receipt of comments from CDD staff on the Draft Air Quality and Greenhouse Gas Emissions Technical Report, ESA will provide the applicable revisions.
- ESA will submit one electronic copy (in Microsoft Word and PDF formats) of the Final Air Quality and Greenhouse Gas Emissions Technical Report.

Subtask 4.3: Construction Health Risk Assessment

Although not explicitly required by the SBCAPCD, but to address foreseeable community health risk concerns at a higher level of detail, ESA can conduct a quantitative construction health risk assessment that evaluates diesel particulate matter emissions, which the State of California has identified as a TAC. The health risk assessment would be conducted using the AERMOD dispersion model for diesel particulate matter emissions with the dispersion modeling results applied to carcinogenic and noncarcinogenic risk factors from the Office of Environmental Health Hazard Assessment and follow SBCAPCD Modeling Guidelines for Health Risk Assessments. The analysis may be included in the Air Quality and Greenhouse Gas Technical Report or as a separate Health Risk Assessment Technical Memorandum and included as an appendix.

Deliverables:

- ESA will submit one electronic copy (in Microsoft Word and PDF formats) of the Draft Air Quality and Greenhouse Gas Emissions Technical Report or separate Health Risk Assessment Technical Memorandum to CDD staff for one round of review. Following receipt of comments from CDD staff on the Draft Air Quality and Greenhouse Gas Emissions Technical Report or separate Health Risk Assessment Technical Memorandum, ESA will provide the applicable revisions.
- ESA will submit one electronic copy (in Microsoft Word and PDF formats) of the Final Air Quality and Greenhouse Gas Emissions Technical Report or separate Health Risk Assessment Technical Memorandum to CDD staff.

Subtask 4.4: Energy

ESA will quantify the Project's anticipated construction energy needs based on estimated fuel consumption for construction equipment, haul trucks, vendor trucks, and construction workers using the Project information and assumptions used for the Air Quality and Greenhouse Gas Emissions Technical Report (Subtask 4.2). Operational energy will be quantified based on new vehicle trips, building energy demand, and water demand. ESA will use Project electricity requirements provided by the City or Applicant; otherwise, ESA will rely on energy use data from CalEEMod. Energy calculation worksheets will be provided as an appendix to the EIR. A stand-alone technical report is not included in this scope of work.

Deliverables:

- Energy calculation worksheets will be provided as an appendix to the EIR.

Task 5: Notice of Preparation/Notice of Completion, Scoping Meeting, and AB 52/SB 18

ESA will prepare a draft notice of preparation (NOP) for the Project that is consistent with the procedural and substantive provisions of CEQA Guidelines Section 15082. The NOP will provide sufficient information describing the Project and potential environmental effects to enable the responsible agencies, other agencies, and the public to provide meaningful input into the scoping process. ESA will include the Public Scoping Meeting Notice within the NOP. ESA will prepare one electronic copy of the draft NOP/Public Scoping Meeting Notice and a draft notice of completion (NOC)/ environmental document transmittal for CDD staff review. After receipt of comments from CDD staff, ESA will review the comments and prepare a final version of these notices. ESA assumes CDD staff will prepare the distribution list and will distribute the NOP/Public Scoping Meeting Notice. ESA will provide and distribute an electronic submittal of the NOP/ Public Scoping Meeting Notice to the State Clearinghouse CEQAnet portal. ESA assumes CDD staff will file the NOP with the Santa Barbara County Clerk. In addition, ESA will prepare the public scoping meeting presentation and ESA' Project Management Team (assuming two ESA staff members) will facilitate the City's public scoping meeting. At the close of the NOP public review period, ESA will compile all NOP and public scoping meeting comments for inclusion and response within the EIR.

ESA will assist CDD staff with Assembly Bill (AB) 52 consultation to determine whether the Project would affect tribal cultural resources for the purposes of complying with CEQA. ESA will assist the City with preparing and distributing AB 52 notification letters to tribal entities as provided by the California Native American Heritage Commission (NAHC) (or as directed by the City), responding to tribal responses, and attending one virtual tribal consultation meeting and compiling meeting notes. The letters serve as the official invitation to consult on the Project and cite the 30-day deadline for responses.

Further, ESA will assist CDD staff with Senate Bill (SB) 18 tribal consultation to determine whether the Project would impact tribal cultural places. Specifically, ESA will request a SB 18 Tribal Contact List from NAHC and will assist the City with preparing and distributing SB 18 notification and request to consult letters to the tribal entities as provided by the NAHC, responding to tribal responses, and attending one virtual tribal consultation meeting and compiling meeting notes. The letters will serve as the official invitation to consult on the Project and cite the 90-day deadline for responses.

Assumptions:

- ESA will draft and submit AB 52 and SB 18 notification letters to a maximum of 11 tribal entities as provided by the NAHC (or as directed by the City).
- The City will provide ESA all consultation documentation to prepare the Tribal Cultural Resources section of the EIR.
- ESA will attend one tribal consultation virtual meeting for AB 52 and one tribal consultation virtual meeting for SB 18, as requested by the City.
- No tribal cultural resources will be identified at the Project Site or immediate vicinity.

Deliverables:

- ESA will submit one electronic copy (in Microsoft Word and PDF formats) of the draft NOP/Public Scoping Meeting Notice and the draft NOC/environmental document transmittal for CDD staff review. Following receipt of comments from CDD staff, ESA will provide the applicable revisions.
- ESA will submit one electronic copy (in Microsoft Word and PDF formats) of the final version of the notices to CDD staff.
- ESA will submit the NOP/Public Scoping Meeting Notice to the State Clearinghouse CEQAnet portal.
- ESA will prepare the public scoping meeting presentation.
- ESA's Project Management Team will attend an in-person public scoping meeting.

Task 6: Administrative Draft EIR

The objective of this task is to prepare a comprehensive, accurate, and objective focused project-level EIR for the Project that fully complies with CEQA and the CEQA Guidelines (both as in place on the date of submittal of this proposal) with consideration given to the *Environmental Thresholds Manual* set forth in the City of Carpinteria Environmental Review Guidelines, and all applicable guidance and procedures established by CDD staff for the purpose of environmental review. The main purpose of the Administrative Draft EIR will be to thoroughly and accurately analyze the environmental impacts of the Project. The methodology and criteria used for determining the impacts of the Project will be clearly and explicitly described in each section of the EIR, including any assumptions, models, or modeling techniques used in the analysis. The Administrative Draft EIR will include the following sections:

- Table of Contents.
- Executive Summary, including a comprehensive summary table of impacts and mitigation measures and classification categories (Class I, II, III, and IV), areas of controversy, issues to be resolved, and a summary discussion of the Project and its alternatives.
- Introduction.
- Project Description, including Project objectives, purpose and need, Project Site, Project characteristics, and required approvals.
- Cumulative Projects Identification.
- Introduction to the Environmental Analysis.
- Environmental Topics (for each issue area evaluated):
  - Environmental Setting (existing conditions).
  - Regulatory Framework (applicable federal, state, local, plans, policies, and standards).
  - Thresholds of Significance.
  - Methodology.
  - Impact Analysis (short-term, long-term, direct, and indirect).
  - Mitigation Measures (for potentially significant environmental issues).
  - Level of Significance after Mitigation.
- Alternatives.
- Other CEQA Consequences, including environmental effects found not to be significant, irreversible environmental changes, growth-inducing impacts, and significant unavoidable environmental impacts.
- List of EIR Preparers.
- References.
- Appendices.

The scope of work for each of the environmental issue areas is further described below and in the following pages, with an emphasis on unique and/or important components of the environmental analysis.

EXECUTIVE SUMMARY

The Executive Summary will include a brief synopsis of the Project and Project objectives, necessary actions by CDD staff to approve the Project or issue discretionary permits, areas of controversy/issues to be resolved, a description of the intent of the Mitigation Monitoring Reporting Program (MMRP), and an overview of Project alternatives. This chapter will also summarize (in table format) environmental impacts that would result from Project implementation, including the level of significance of impacts prior to the incorporation of mitigation measures if applicable; proposed mitigation measures that would avoid or reduce Project-related impacts; and the level of significance of impacts after the incorporation of mitigation measures.

INTRODUCTION

A brief introduction to the EIR will be prepared to describe the purpose of the EIR to the reader. This chapter will describe the background of the Project, purpose, and scope of the EIR; a summary of the environmental and public review process; and a brief outline of the document's organization. Cumulative impacts will be addressed within each of the environmental topics.

PROJECT DESCRIPTION

The information for this chapter will be obtained from Task 2: Project Description. It will be prepared consistent with CEQA Guidelines Section 15124 and will provide a detailed description of the Project, including its location, site history, and Project background; existing site and land use characteristics; Project objectives; anticipated construction schedule and activities; intended uses of the EIR; and Project approval requirements. Additionally, the Project Description will identify the necessary approvals required for the development of the Project.

CUMULATIVE PROJECTS IDENTIFICATION

ESA will describe the reasonably foreseeable projects that have been identified by CDD staff. ESA will work closely with CDD staff to ensure that the EIR is prepared at the appropriate level of detail and pertinent projects are evaluated. ESA assumes CDD staff will provide information on all reasonably anticipated projects as well as projected growth to ESA so cumulative projects can be adequately addressed. Potential cumulative impacts will be discussed for each technical issue.

INTRODUCTION TO THE ENVIRONMENTAL ANALYSIS

This chapter will be introduced by describing the scope and format of the environmental analysis, specifying that each environmental issue area will contain a description of the environmental setting (or existing conditions), regulatory framework, thresholds of significance used to determine the nature or magnitude of environmental impacts, analytical methodology, Project-related and cumulative impacts, and feasible mitigation measures that would avoid or minimize significant environmental impacts.

ENVIRONMENTAL TOPICS

The environmental topics discussed below that will be evaluated in the EIR are presented in the order provided in the CEQA Guidelines Appendix G. Each EIR environmental impact section will include a discussion of the environmental setting, regulatory environment, thresholds of significance, methodology, the impact analysis (both project and cumulative), recommended mitigation measures if applicable, and the level of significance after mitigation.

Aesthetics

ESA will peer review and provide a CEQA Adequacy Peer Review Memorandum (Task 3) of the visual study prepared by the Applicant. ESA assumes that the visual study's analysis to be provided to ESA will be adequate to address applicable aesthetics issues in the CEQA Checklist questions for inclusion into the EIR without the need for substantial revisions. Visual renderings from the Applicant-prepared visual study will be included as figures within the Aesthetics section of the EIR. The visual study will be included as an appendix to the EIR.

Agriculture/Forestry Resources

ESA will prepare an Agricultural Land Conversion Study (Subtask 4.1), which will serve as the foundation of the Agricultural/Forestry Resources Section of the EIR. ESA will incorporate the information from the Agricultural Land Conversion Study into the EIR. The Agricultural Land Conversion Study will be included as an appendix to the EIR.

Air Quality

ESA will prepare an Air Quality and Greenhouse Gas Emissions Technical Report (Subtask 4.2), which will serve as the foundation of the Air Quality section of the EIR. ESA will incorporate the information from the Air Quality and Greenhouse Gas Emissions Technical Report into the EIR. The Air Quality and Greenhouse Gas Emissions Technical Report will be included as an appendix to the EIR.

Biological Resources

ESA will peer review and provide a CEQA Adequacy Peer Review Memorandum (Task 3) which will serve as the foundation of the Biological Resources section of the EIR. ESA will incorporate the information from the Biological Resources Assessment Report into the EIR. The Biological Resources Assessment Report will be included as an appendix to the EIR.

Cultural Resources

ESA will peer review and provide a CEQA Adequacy Peer Review Memorandum (Task 3) which will serve as the foundation of the Cultural Resources Section of the EIR. ESA will incorporate the information from the Cultural Resources Technical Report into the EIR. The Cultural Resources Assessment Technical Report will be included as an appendix to the EIR.

Energy

ESA will prepare an energy evaluation (Subtask 4.4) and will quantify the Project's anticipated construction energy needs based on estimated fuel consumption for construction equipment, haul trucks, vendor trucks, and construction workers using. Operational energy will be quantified based on new vehicle trips, building energy demand, and water demand. ESA will use Project electricity requirements provided by the City or Applicant; otherwise, ESA will rely on energy use data from CalEEMod. ESA will summarize the Project's anticipated energy needs and conservation measures, including Project commitments, design features, and mitigation measures that would minimize and reduce the Project's consumption of fuel and energy. Using this information, ESA will assess the Project's potential to result in a significant impact due to wasteful, inefficient, or unnecessary consumption of energy resources or to conflict with or obstruct a state or local plan for renewable energy or energy efficiency.

Geology/Soils

ESA will peer review (and provide a CEQA Adequacy Peer Review Memorandum as previously described under Task 3) the Geotechnical Investigation prepared by the Applicant, which will serve as the foundation of the Geology/Soils section of the EIR. ESA assumes that the Geotechnical Investigation adequately addresses the potential geotechnical hazards, such as fault rupture, seismic ground shaking, landslides, lateral spreading, subsidence, liquefaction, collapse, and expansive soil addressed in Section VII, Geology/Soils, in Appendix G of the CEQA Guidelines. The Geotechnical Investigation will be included as an appendix to the EIR.

For paleontological resources, ESA will peer review and provide a CEQA Adequacy Peer Review Memorandum (Task 3) which will serve as the foundation of the paleontological resources analysis of the EIR. ESA will incorporate the information from the Paleontological Resources Assessment Technical Report into the EIR. The Paleontological Resources Assessment Technical Report will be included as an appendix to the EIR.

Greenhouse Gas Emissions

ESA will prepare an Air Quality and Greenhouse Gas Emissions Technical Report (Subtask 4.2), which will serve as the foundation of the Greenhouse Gas Emissions section of the EIR. ESA will incorporate the information from the Air Quality and Greenhouse Gas Emissions Technical Report into the EIR. The Air Quality and Greenhouse Gas Emissions Technical Report will be included as an appendix to the EIR.

Hazards & Hazardous Materials

ESA assumes a Phase 1 Environmental Site Assessment will be prepared by the Applicant, which will serve as the foundation of the Hazards and Hazardous Materials section of the EIR. ESA will peer review the Phase 1 Environmental Site Assessment as part of Task 3. ESA will incorporate the information from the Phase 1 Environmental Site Assessment into the EIR. The Phase 1 Environmental Site Assessment will be included as an appendix to the EIR.

Hydrology/Water Quality

ESA will peer review (and provide a CEQA Adequacy Peer Review Memorandum as previously described under Task 3) the Preliminary Drainage Analysis prepared by the Applicant, which will serve as the foundation of the Hydrology and Water Quality section of the EIR. ESA assumes that the Preliminary Drainage Analysis will include information that addresses all applicable hydrological and water quality issues in the CEQA Checklist questions (Appendix G of the CEQA Guidelines). ESA will also incorporate the Applicant-prepared Stormwater Control Plan where applicable. ESA will incorporate relevant exhibits prepared for the report into the EIR. The Preliminary Drainage Analysis will be included as an appendix to the EIR.

Land Use/Planning

ESA understands the Applicant is requesting approval of a Development Plan, CDP, Tentative Track Map, and Architectural Review Board approval to the Project within the Coastal Zone. ESA understands that the Applicant may rely on the "Builder's Remedy" provisions of Government Code Section 65589.5, which may affect land use permitting and condition decisions made by the City, but does not waive the land use and planning analysis requirements under CEQA. ESA will review the policies and standards of the City's General Plan/Coastal Land Use Plan; Title 14, Zoning

Code of the City's Municipal Code; and other policies and implementing regulations applicable to the Project for an evaluation of consistency and potential direct, indirect, and cumulative impacts. The Land Use and Planning EIR analysis will rely on Appendix G of the CEQA Guidelines and City thresholds, as well as pertinent land use plans, policies, and regulations as described in the regulatory setting. The analysis will include an evaluation of the compatibility of the proposed design and features with the adjacent uses, and include a policy consistency analysis table to support staff reports and permitting documentation.

Noise

ESA will peer review (and provide a CEQA Adequacy Peer Review Memorandum as previously described under Task 3) the Noise Technical Report prepared by the Applicant, which will serve as the foundation of the Noise section of the EIR. ESA assumes the Noise Technical Report will include information that addresses all applicable noise issues in the CEQA Checklist questions (Appendix G of the CEQA Guidelines). ESA will include a discussion of the environmental setting, regulatory environment, thresholds of significance, methodology, the impact analysis (both project and cumulative), the recommended mitigation measures, and the level of significance after mitigation. The Noise Technical Report will be included as an appendix to the EIR.

Population/Housing

The evaluation of the Project's potential impacts on population and housing will evaluate the Project's potential to induce substantial unplanned population growth in the area, either directly or indirectly. This section of the EIR will analyze the Project's residential population relative to growth anticipated in the City's general plan and relevant regional planning documents (i.e., Southern California Association of Governments projections).

Public Services

To determine whether adequate public services could be provided to serve the Project Site, letters describing the Project will be sent to the service providers. ESA will address potential impacts on fire protection services (Carpinteria Summerland Fire Protection District), police (County of Santa Barbara Sheriff's Department), schools (Carpinteria Unified School District), parks and recreation (City of Carpinteria Parks, Recreation & Community Services Department), and libraries (Carpinteria Community Library) by requesting current information on existing and planned service levels, staffing levels, and response times. The ability of existing public services to meet the demands of the Project will be described. If required, any additional capacity, services, or personnel will be discussed. Further, any unique public service needs due to the proposed use of the Project Site will be discussed. Each of the public service impact analyses will determine whether the Project would result in the need for new or expanded facilities, the construction of which could cause significant environmental impacts.

Recreation

ESA will evaluate the potential effects of the Project on existing and planned recreational facilities in the Project vicinity. We will conduct an analysis of whether the increase in residential population will result in the physical deterioration of existing facilities or if the Project will require the construction or expansion of existing recreational facilities that might have an adverse effect on the environment.

Transportation

The Applicant-prepared Transportation Impact Analysis will serve as the foundation of the Transportation section of the EIR. ESA will incorporate the information from the Transportation Impact Analysis into the EIR. ESA assumes the Transportation Impact Analysis will include information that addresses all the potential transportation issues in the CEQA Checklist questions (Appendix G of the CEQA Guidelines). The Transportation Impact Analysis will be included as an appendix to the EIR.

Tribal Cultural Resources

The tribal cultural resources analysis will be based on the results of AB 52 and SB 18 consultation with tribal representatives who have requested notification of projects within the City pursuant to Public Resources Code Section 21080.3.1. ESA will assist with CDD staff with AB 52 and SB 18 consultation to determine whether the Project would affect tribal cultural resources or tribal cultural places for the purposes of complying with CEQA. ESA will review information provided by the City as part of AB 52 and SB 18 consultation and present the results of the NAHC SLF, the

South Central Coastal Information Center records search, and consultation in the Tribal Cultural Resources section of the EIR. Non-confidential documentation obtained during the consultation will be included in an appendix to the EIR. Confidential information will not be included in the EIR but will be provided to CDD staff.

Utilities/Service Systems

ESA will evaluate potential impacts associated with utilities and service systems (water, wastewater, drainage, and landfill facilities as well as water supply) that provide service to the Project Site. We assume that analysis will require technical input (a report) from the Project's civil engineer, which describes the local water distribution system and sewer system, and whether the systems can adequately accommodate the Project. The report is assumed to identify any necessary infrastructure deficiencies and upgrades needed, as applicable. Service demands will be quantified, where possible, and the impact on existing and planned utility systems will be described. Policies provided in the City's general plan and standard City requirements will be evaluated as to their effect of mitigating or avoiding significant effects.

ALTERNATIVES

The EIR will include a discussion of alternatives to the Project. The EIR will include an assessment of the alternatives to reduce significant Project impacts while meeting the Project's objectives. ESA will evaluate up to four alternatives to the Project, including the No Project Alternative. The alternatives will be provided in a sufficient level of detail for comparison with the Project. Each alternative will be evaluated with respect to each key impact category. The advantages and disadvantages of each alternative and the reasons for rejecting or recommending the alternative will also be discussed, and the environmentally superior alternative will be identified.

OTHER CEQA CONSEQUENCES

Environmental Effects Found Not to Be Significant

ESA will describe the Project's effects found not to be significant in accordance with CEQA Guidelines Section 15128 by listing them with brief explanations of why they are not significant. Based on a review of the Project and conditions on- and off-site, ESA assumes the following environmental issue areas could be justifiably "scoped out" of the EIR.

- Mineral Resources: Upon initial research of the Department of Conservation's Well Finder website,[1] there appears to be no known mineral resources located within the Project Site. The website did indicate a plugged dry-hole (i.e., a well that

1 DOC (California Department of Conservation). "Well Finder." [Online database.] 2026. Accessed February 24, 2026. https://www.conservation.ca.gov/calgem/Pages/WellFinder.aspx.

was drilled, but did not encounter commercially productive oil or gas) is located within the Project Site. Although it is known that oil and gas wells are located in the nearby vicinity, the Project is not anticipated to consume mineral resources or adversely affect access or the availability of any mineral resources. The Project is not anticipated to result in the loss of availability of a locally important mineral resource recovery site. As such, no significant impacts on mineral resources are anticipated.

- ➔ Wildfire: The Project Site and surrounding areas are not located in or near a state responsibility area, and the site is not located within a very high fire-hazard severity zone as designated by the California Department of Forestry and Fire Protection (CAL FIRE).[2] Further, the Project would not impair an adopted emergency response plan or emergency evacuation plan. As such, no significant impacts on wildland fires are anticipated.

Irreversible Environmental Changes

According to the CEQA Guidelines, "[u]ses of nonrenewable resources during the initial and continued phases of the project may be irreversible since a large commitment of such resources makes removal or nonuse thereafter unlikely. Primary impact and, particularly, secondary impacts (such as highway improvement which provides access to a previously inaccessible area) generally commit future generations to similar uses. Also, irreversible damage can result from environmental accidents associated with the project. Irretrievable commitments of resources should be evaluated to assure that such current consumption is justified." Therefore, this section will identify any significant irreversible environmental effects of Project implementation that cannot be avoided.

Growth-Inducing Impacts

Pursuant to CEQA Guidelines Section 15126.2, an EIR must address whether a project will directly or indirectly foster growth. This section will evaluate whether the Project would directly or indirectly induce economic, population, or housing growth in the surrounding environment.

Significant Unavoidable Environmental Impacts

This section of the EIR will discuss the Project's significant unavoidable adverse impacts.

LIST OF EIR PREPARERS AND REFERENCES

This section will identify each individual who participated in preparation of the EIR. In addition, all references used in the EIR will be provided in this section.

APPENDICES

All technical studies, evaluations, survey results, data, and public and agency NOP comments will be included as appendix material to the EIR.

Deliverable:

- ESA will submit one electronic copy (in Microsoft Word format) of the Administrative Draft EIR to CDD staff.

Task 7: Public Review Draft EIR, "Proof Check" Public Review Draft EIR, Notice of Availability, Notice of Completion

After receipt of comments on the Administrative Draft EIR from CDD staff, ESA will respond to comments, make the requested revisions, and prepare the Public Review version of the Draft EIR. ESA assumes that one set of unified CDD staff comments will be provided to ESA. The CDD staff will reconcile conflicting review comments, if needed, between CDD staff members. The revisions will be prepared in conformance with the scope of work. If additional revisions are required based on factors such as substantial changes to the Project, changes to the alternatives' project descriptions, or changes to the report format, additional funds may be required. This scope of work includes providing electronic copies of the Public Review Draft EIR, which will show the revisions in tracked changes that have occurred from the Administrative Draft EIR. This will allow CDD staff to focus on the revisions. ESA will then prepare and submit to CDD staff as a "Proof Check" version of the Public Review Draft EIR for public distribution approval.

2 CAL FIRE. 2026. "Fire Hazard Severity Zones." [Webpage.] Accessed February 24, 2026. https://osfm.fire.ca.gov/what-we-do/community-wildfire-preparedness-and-mitigation/fire-hazard-severity-zones.

After CDD staff review and approval of the Proof Check Draft EIR for distribution, ESA will reproduce 20 hard copies for CDD staff. If additional hard copies are required, ESA can provide additional copies after CDD's approval of a scope and budget augment.

ESA will prepare the notice of availability (NOA) and NOC. The Public Review Draft EIR, NOA, NOC and the Summary Form will be required to be filed with the State Clearinghouse through CEQAnet and placed on the City's website for public review. ESA will file the appropriate documentation with the State Clearinghouse. ESA assumes CDD staff will file the NOA with the Santa Barbara County Clerk.

ESA assumes CDD staff will distribute the Public Review Draft EIR, NOA, and NOC to the approved distribution list consisting of agencies and interested parties. ESA also assumes that CDD staff will place the NOA into the local newspaper.

Deliverables:

- ESA will submit one electronic copy (in Microsoft Word format) of the Public Review Draft EIR to CDD staff.
- ESA will submit one electronic copy (in PDF format) of the Proof Check Draft EIR to the City for distribution approval.
- ESA will electronically upload the Public Review Draft EIR, NOA, NOC, and Summary Form to the State Clearinghouse CEQAnet portal.
- ESA will reproduce and deliver up to 20 hard copies of the Public Review Draft EIR with appendices to CDD staff.

Task 8: Administrative Final EIR (Draft Response to Comments) and Findings of Fact/Statement of Overriding Considerations

The objective of this task is to prepare written responses to comments received on the Draft EIR that raise significant environmental issues and submit them for CDD staff review after the close of the public comment period. The responses to comments will be prepared based on the CEQA Guidelines. ESA assumes that CDD staff will compile and transmit all written comments on the Draft EIR throughout the public review period as one unified set of comments following the close of the public review period. The Response to Comments document will include all comment letters, responses to those comments, and standard introductory material. All comments will be numbered (to indicate comment letter and comment number), and the responses to those comments will be similarly numbered to allow easy correlation. In addition, where the text of the Draft EIR must be revised, the text will be isolated as "text changes" in the Errata Section of the Response to Comments document, indicating deleted text by strikeout and inserted text by double-underline. The text of the Draft EIR will not be revised. ESA will transmit the Draft Response to Comments document to CDD staff for review and comment.

Pursuant to CEQA Guidelines Section 15091, the lead agency must adopt findings for each of those significant effects identified in the EIR. ESA will assist CDD staff with preparation of the Findings of Fact necessary to allow for certification of the EIR. Pursuant to CEQA Guidelines Section 15093, if the Project results in significant and unavoidable impacts,

the lead agency is required to adopt a Statement of Overriding Considerations outlining the economic, legal, social, technological, or other benefits of the Project that outweigh its environmental consequences if the decision-makers elect to override significant and unavoidable adverse impacts and proceed with approval of the Project. If required, ESA will assist CDD staff with the preparation of the Statement of Overriding Considerations.

Deliverable:

- ESA will submit one electronic copy (in Microsoft Word and PDF formats) of the Draft Response to Comments Document, Findings of Fact, and Statement of Overriding Considerations (if necessary) to CDD staff.

Task 9: Final EIR (Final Response to Comments)/Notice of Determination/Findings of Fact/Statement of Overriding Considerations

After CDD staff provides comments on the Administrative Final EIR, Findings of Fact, and Statement of Overriding Considerations (if required), ESA will revise the documents and prepare the Final Response to Comments, Findings of Fact, and Statement of Overriding Considerations. The revisions will be prepared in conformance with this scope of work. If additional revisions are required based on factors such as substantive changes to the Project, changes to the alternatives' project descriptions, or changes in report format, additional funds may be required. The Final EIR will constitute the Public Review Draft EIR and the Final Response to Comments.

After CDD staff review and approval for distribution of the Final Response to Comments, Findings of Fact, and Statement of Overriding Considerations, ESA will reproduce 20 hard copies for CDD staff. If additional hard copies are required, ESA can provide additional copies after CDD's approval of a scope and budget augment.

This scope of work assumes the Applicant will provide the California Department of Fish and Wildlife fee. ESA assumes CDD staff will prepare and file the notice of determination with the County Clerk.

Deliverables:

- ESA will submit one electronic copy (in Microsoft Word and PDF formats) of the Final Response to Comments, Findings of Fact, and Statement of Overriding Considerations to CDD staff.
- ESA will reproduce and deliver up to 20 hard copies of the Final Response to Comments to CDD staff.

Task 10: Mitigation Monitoring and Reporting Program

Pursuant to CEQA Guidelines Section 15097, ESA will assist CDD staff with the preparation of the comprehensive and detailed MMRP. The MMRP will contain all mitigation measures identified in the Draft EIR, as well as any text changes that are identified in the Final Response to Comments, and it will provide columns for necessary actions, timing, and parties responsible for verification. The Draft MMRP will be provided during the Draft Response to Comments submittal, and the Final MMRP will be provided during the submittal of the Final Response to Comments. The Final MMRP will be provided in an electronic version, including all exhibits and graphics, in a web-supportable format.

Deliverables:

- ESA will submit one electronic copy (in Microsoft Word format) of the Draft MMRP as a chapter of the Draft Response to Comments to CDD staff.
- ESA will submit one electronic copy (in Microsoft Word and PDF formats) of the Final MMRP as a chapter of the Final Response to Comments to CDD staff.

Task 11: Meetings

ESA's Project Management Team (assuming two ESA staff members) will attend one in-person Project kick-off meeting with the CDD staff and the Applicant (previously described under Task 1), one in-person public scoping meeting (previously described under Task 5), and two additional in-person and/or virtual meetings with CDD staff and staff of responsible districts/agencies, and the Applicant, as needed throughout the preparation of the EIR to ensure that the EIR is prepared in compliance with City, County, and State standards and requirements. ESA's Project Management Team will also attend one in-person Environmental Review Committee meeting (during the Draft EIR public comment period), one in-person Architectural Review Board Meeting, one in-person Planning Commission meeting, and in-person City Council meeting where the Project and EIR will be considered for certification. Additional decision-maker meetings may be required depending on the level of public interest and issues that may arise during the initial decision-maker meetings. This scope of work assumes an additional two in-person decision-maker meetings. Other meetings outside of this scope of work will be attended, as needed, to resolve issues that arise with advance authorization from the City.

Task 12: Project Management

This task also includes Project management activities, which consist of, but are not necessarily limited to, coordination between internal ESA team members, ESA team members and CDD staff, and/or the Applicant. The typical topics of conversation would include a specific technical issue or a non-technical issue (e.g., schedule, budget, scope of work, general approach to the environmental process, internal coordination, and ongoing financial management of the Project). This task assumes up to 6 hours of ESA's Project Management Team's (assuming up two ESA staff members) time for monthly coordination calls with the City.

Project Timeline

ESA proposes the following Project timeline, as reflected by Table 5-1 below. ESA will work closely with the CDD in identifying potential tasks that can be expedited, such as, but not limited to, submitting batch submittals of sections of the Administrative Draft EIR (Task 6) and working together with the CDD in responding to comments (Task 8).

Table 5-1: PROJECT TIMELINE

MILESTONE	DATE/ESTIMATED LABOR HOURS
Execute Contract with CDD	April 2026
Task 1: Project Initiation and Kick-Off Meeting	April 2026 (22 hours)
Task 2: Project Description	--
ESA submits data needs	May 2026 (3 hours)
Draft Project Description	May 2026 (30 hours)
Final Project Description	May 2026 (6 hours)
Task 3: CEQA Adequacy Peer Review	May 2026 (126 hours)
Task 4: ESA Technical Studies/Evaluations	May/June/July (183 hours)
Task 5: Notice of Preparation/Notice of Completion, Scoping Meeting, AB52/SB18	June 2026 (53 hours)
30-Day Public Review	June/July 2026
Task 6: Administrative Draft EIR	July/August/September/October 2026 (810 hours)
Task 7: Public Review Draft EIR, "Proof Check" Public Review Draft EIR, Notice of Availability, Notice of Completion	--
Draft Public Review Draft EIR	October/November/December 2026 (189 hours)
Proof Check Public Review Draft EIR	December 2026 (75 hours)
Notice of Availability/Notice of Completion	January 2027 (4 hours)
45-Day Public Review	January/February 2027
Task 8: Administrative Final EIR (Draft Response to Comments) and Findings of Fact/Statement of Overriding Considerations	--
Administrative Final EIR	February/March/April 2027 (218 hours)
Draft Findings of Fact/Statement of Overriding Considerations	March/April 2027 (52 hours)
Task 9: Final EIR (Final Response to Comments) and Notice of Determination/Findings of Fact/Statement of Overriding Considerations	--
Final EIR	April/May 2027 (76 hours)
Final Findings of Fact/Statement of Overriding Considerations	April/May 2027 (16 hours)
Notice of Determination	May 2027 (2 hours)
Task 10: Mitigation Monitoring and Reporting Program	May 2027 (32 hours)

Table 5-1: PROJECT TIMELINE (CONT'D)

MILESTONE	DATE/ESTIMATED LABOR HOURS
Task 11: Meetings	--
Two (2) in-person and/or virtual meetings with CDD staff, districts, agencies, and the Applicant (includes travel time)	Ongoing (16 hours)
One (1) in-person Environmental Review Committee Meeting (includes travel time)	January 2027 (16 hours)
One (1) in-person Architectural Review Board Meeting (includes travel time)	February 2027 (16 hours)
One (1) in-person Planning Commission Meeting (includes travel time)	June 2027 (18 hours)
One (1) in-person City Council Meeting (includes travel time)	July 2027 (18 hours)
Two (2) additional in-person decision maker meetings (includes travel time)	Ongoing (32 hours)
Task 12: Project Management	Ongoing (100 hours)

SECTION 6

Insurance Review

We have reviewed the City's insurance requirements set forth in Exhibit D of the Sample Agreement, and we acknowledge that we have the appropriate insurance. We have included a copy of our sample insurance certificate below for reference.

ENVISCI-05 MCCOWANA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/21/2026

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 License # 0E67768 IOA Insurance Services 3636 Nobel Drive Suite 410 San Diego, CA 92122	CONTACT NAME: Ali Smith PHONE (A/C, No, Ext): (619) 788-5795 50206 FAX (A/C, No): (619) 574-6288 E-MAIL ADDRESS: Ali.Smith@ioausa.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : RLI Insurance Company — 13056
INSURED Environmental Science Associates 575 Market Street, Suite 3700 San Francisco, CA 94105	INSURER B : SiriusPoint Specialty Insurance Corporation — 16820
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR X Limited Cont Liab X Serv Interest GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC X OTHER: XCU/BFPD/Cont Liab	X	X	PSB0007416	12/1/2025	12/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Ded	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $ 0
A	AUTOMOBILE LIABILITY X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY X Comp Ded $1,000 X Coll Ded $1,000	X	X	PSA0002468	12/1/2025	12/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED X RETENTION $ 0			PSE0004550	12/1/2025	12/1/2026	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	PSW0004135	12/1/2025	12/1/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B	Prof Liab/$50k Ded.			CPPLD000281900	12/1/2025	12/1/2026	Per Claim	10,000,000
B	Poll Liab/Ded. $50K			CPPLD000281900	12/1/2025	12/1/2026	Aggregate	10,000,000

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

CERTIFICATE HOLDER	CANCELLATION
FOR YOUR REFERENCE ONLY	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 T. Kelly Horkell

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EXHIBIT B

PAYMENT RATES AND SCHEDULE

REVISED

City of Carpinteria, Community Development Department

Cost Proposal for 5885 Carpinteria Avenue Project EIR

Project #25-2356-DP/CDP/TTM/ARB

April 2, 2026

Project Team Leader: Mike Harden
949.870.1510 | MHarden@esassoc.com

Environmental Science Associates
esassoc.com

Cost Proposal

ESA proposes the following budget by task, including direct expenses, presented in Table C-1 below. On the following pages we've included our detailed labor summary and non-labor expenses summary.

Table C-1: COST ESTIMATE

TASK	FEE
Task 1: Project Initiation and Kick-Off Meeting	$6,734
Task 2: Project Description	$10,781
Task 3: CEQA Adequacy Peer Review	$33,499
Task 4: ESA Technical Studies/Evaluations	$38,015
Task 5: Notice of Preparation/Notice of Completion, Scoping Meeting	$15,347
Task 6: Administrative Draft EIR	$194,396
Task 7: Public Review Draft EIR, Proof Check Public Review Draft EIR, Notice of Availability, Notice of Completion	$69,944 [a]
Task 8: Administrative Final EIR (Draft Response to Comments) and Findings of Fact/ Statement of Overriding Considerations	$69,198 [a]
Task 9: Final EIR (Final Response to Comments) and Notice of Determination/Findings of Fact/Statement of Overriding Considerations	$25,414 [a]
Task 10: Mitigation Monitoring and Reporting Program	$8,562
Task 11: Meetings	$35,736 [a]
Task 12: Project Management	$29,620 [a]
Labor Subtotal	$537,246
Rate Escalation Allowance	$8,393
Direct Expenses	$9,820 [a,b]
Technology Fee	$8,059
TOTAL	**$563,518**

[a] These values are allowances; actual costs could be higher or lower. Should actual costs be lower, only actual costs will be billed. Should circumstances cause actual cost to exceed budgets for the line items, additional authorization will be sought prior to exceeding approved budgets.

[b] This value is an estimate and will generally be determined by the number of copies of the Draft and Final EIR that will be required.

5885 Carpinteria Avenue Project EIR

Task #	Task Name/Description	Principal Consultant 5 $341	Principal Consultant 3 $282	Managing Consultant 4 $277	Managing Consultant 3 $253	Senior Consultant 5 $257	Senior Consultant 4 $234	Senior Consultant 3 $212	Senior Consultant 2 $189	Associate Consultant 5 $213	Associate Consultant 3 $184	Associate Consultant 2 $170	Consultant 6 $188	Consultant 5 $173	Consultant 4 $160	TOTAL ESA LABOR COST & FEES: ESA Total Hours	ESA Labor Subtotal ($)	Rate Escalation	Technology & Data Management Fee	Total Labor Fee	Total ESA Labor Cost	TOTAL EXPENSES: Total Expense ($) Amount	TOTAL PROJECT COST
1.1	Project Kick-off Meeting Agenda			1												1.00	$ 277	$ -	$ 4	$ 4	$ 281	$ 173	$ 454
1.2	Attend in-person Project Kick-off Meeting and Site Visit (includes travel time of 2.5 hours each way)	10		10												20.00	$ 6,180	$ -	$ 93	$ 93	$ 6,273	$ -	$ 6,273
1.3	Project Kick-off Meeting minutes			1												1.00	$ 277	$ -	$ 4	$ 4	$ 281	$ -	$ 281
1	**Task 1 Project Initiation and Kick-off Meeting**	**10**		**12**												**22.00**	**$ 6,734**	**$ -**	**$ 101**	**$ 101**	**$ 6,835**	**$ 173**	**$ 7,008**
2.1	Data Needs	1		2												3.00	$ 895	$ -	$ 13	$ 13	$ 908	$ -	$ 908
2.2	Draft Project Description	4		20						4		2				30.00	$ 8,096	$ -	$ 121	$ 121	$ 8,217	$ -	$ 8,217
2.3	Final Project Description	2		4												6.00	$ 1,790	$ -	$ 27	$ 27	$ 1,817	$ -	$ 1,817
2	**Task 2 Project Description**	**7**		**26**						**4**		**2**				**39.00**	**$ 10,781**	**$ -**	**$ 162**	**$ 162**	**$ 10,943**	**$ -**	**$ 10,943**
3.1	Noise Technical Report	2		2			14									18.00	$ 4,512	$ -	$ 68	$ 68	$ 4,580	$ -	$ 4,580
3.2	Prelim Drainage Analysis + Stormwater Control Plan		14	1												15.00	$ 4,225	$ -	$ 63	$ 63	$ 4,288	$ -	$ 4,288
3.3	Geotechnical Investigation		8	1												9.00	$ 2,533	$ -	$ 38	$ 38	$ 2,571	$ -	$ 2,571
3.4	Visual Study	2		6												8.00	$ 2,344	$ -	$ 35	$ 35	$ 2,379	$ -	$ 2,379
3.5	Biological Resources Report	2							8							10.00	$ 2,194	$ -	$ 33	$ 33	$ 2,227	$ -	$ 2,227
3.6	Cultural Resources Report	2			8											10.00	$ 2,706	$ -	$ 41	$ 41	$ 2,747	$ -	$ 2,747
3.7	Paleontological Resources	2			7											9.00	$ 2,453	$ -	$ 37	$ 37	$ 2,490	$ -	$ 2,490
3.8	Transportation Study	2					12									14.00	$ 3,490	$ -	$ 52	$ 52	$ 3,542	$ -	$ 3,542
3.9	Coastal Haz: Wave Runup/Bluff Erosion/Sea Level Rise	2	3			20										25.00	$ 6,668	$ -	$ 100	$ 100	$ 6,768	$ -	$ 6,768
3.10	Phase I ESA - Hazardous Materials	2	6													8.00	$ 2,374	$ -	$ 36	$ 36	$ 2,410	$ -	$ 2,410
3	**Task 3 CEQA Adequacy Peer Reviews**	**16**	**31**	**10**	**15**	**20**	**26**		**8**							**126.00**	**$ 33,499**	**$ -**	**$ 502**	**$ 502**	**$ 34,001**	**$ -**	**$ 34,001**
4.1	Agricultural Land Conversion Study	4		9				1		31						45.00	$ 10,672	$ -	$ 160	$ 160	$ 10,832	$ -	$ 10,832
4.2	Air Quality and Greenhouse Gas Emissions Technical Report	4	4				8	2				2			40	60.00	$ 11,528	$ -	$ 173	$ 173	$ 11,701	$ -	$ 11,701
4.3	Construction Health Risk Assessment	2	4				10	1		1	40					58.00	$ 11,935	$ -	$ 179	$ 179	$ 12,114	$ -	$ 12,114
4.4	Energy						4				16					20.00	$ 3,880	$ -	$ 58	$ 58	$ 3,938	$ -	$ 3,938
4	**Task 4 ESA Technical Studies**	**10**	**8**	**9**			**22**	**4**		**32**	**56**	**2**			**40**	**183.00**	**$ 38,015**	**$ -**	**$ 570**	**$ 570**	**$ 38,585**	**$ -**	**$ 38,585**
5.1	Notice of Preparation	1		4												5.00	$ 1,449	$ -	$ 22	$ 22	$ 1,471	$ -	$ 1,471
5.2	Notice of Completion			2												2.00	$ 554	$ -	$ 8	$ 8	$ 562	$ -	$ 562
5.3	Scoping Meeting Presentation	2		8						2						12.00	$ 3,324	$ -	$ 50	$ 50	$ 3,374	$ -	$ 3,374
5.4	Attend and facilitate Scoping Meeting (includes travel time of 2.5 hours each way)	8		8												16.00	$ 4,944	$ -	$ 74	$ 74	$ 5,018	$ -	$ 5,018
5.5	AB 52 and SB 18 Consultation		18													18.00	$ 5,078	$ -	$ 76	$ 76	$ 5,152	$ -	$ 5,152
5	**Task 5 NOP/NOC, Scoping Meeting, AB52, SB18**	**11**	**18**	**22**						**2**						**53.00**	**$ 15,347**	**$ -**	**$ 230**	**$ 230**	**$ 15,577**	**$ -**	**$ 15,577**
6.1	Executive Summary/Introduction/Cumulative Projects Identification	2		6			12									20.00	$ 5,152	$ -	$ 77	$ 77	$ 5,229	$ -	$ 5,229
6.2	Aesthetics	3		6			32	1		1						43.00	$ 10,598	$ -	$ 159	$ 159	$ 10,757	$ -	$ 10,757
6.3	Agricultural/Forestry Resources	3		8				1		13						25.00	$ 6,220	$ -	$ 93	$ 93	$ 6,313	$ -	$ 6,313
6.4	Air Quality	2	6	4			6	1		1					20	40.00	$ 8,511	$ -	$ 128	$ 128	$ 8,639	$ -	$ 8,639
6.5	Biological Resources	4		4				1	22	1						32.00	$ 7,055	$ -	$ 106	$ 106	$ 7,161	$ -	$ 7,161
6.6	Cultural Resources	2	12	12	4				20	1	3					54.00	$ 12,947	$ -	$ 194	$ 194	$ 13,141	$ 1,529	$ 14,670
6.7	Energy	2	4	4			4			1	12					27.00	$ 6,275	$ -	$ 94	$ 94	$ 6,369	$ -	$ 6,369
6.8	Geology/Soils (includes Paleo)	2	5	2	6					1			20			36.00	$ 8,137	$ -	$ 122	$ 122	$ 8,259	$ -	$ 8,259
6.9	Greenhouse Gas Emissions	4	4	6			4	1							18	37.00	$ 8,182	$ -	$ 123	$ 123	$ 8,305	$ -	$ 8,305
6.10	Hazards and Hazardous Materials	2	4	2									20			28.00	$ 6,124	$ -	$ 92	$ 92	$ 6,216	$ -	$ 6,216
6.11	Hydrology and Water Quality	2	4	2									20			28.00	$ 6,124	$ -	$ 92	$ 92	$ 6,216	$ -	$ 6,216
6.12	Land Use/Planning	4		4	24			1					8			41.00	$ 10,260	$ -	$ 154	$ 154	$ 10,414	$ -	$ 10,414
6.13	Noise	4	6	6			8	1		1	16	2				44.00	$ 10,299	$ -	$ 154	$ 154	$ 10,453	$ -	$ 10,453
6.14	Population/Housing	3		4										18		25.00	$ 5,245	$ -	$ 79	$ 79	$ 5,324	$ -	$ 5,324
6.15	Public Services and Recreation	4		4			12							16		36.00	$ 8,048	$ -	$ 121	$ 121	$ 8,169	$ -	$ 8,169
6.16	Transportation	4		16			8	1		1						30.00	$ 8,093	$ -	$ 121	$ 121	$ 8,214	$ -	$ 8,214
6.17	Tribal Cultural Resources (includes AB52 Assistance)	2	20	2												24.00	$ 6,876	$ -	$ 103	$ 103	$ 6,979	$ 58	$ 7,037
6.18	Utilities/Service Systems	4		6			30									40.00	$ 10,046	$ -	$ 151	$ 151	$ 10,197	$ -	$ 10,197
6.19	Alternatives	24	6	48			68				30					176.00	$ 44,604	$ -	$ 669	$ 669	$ 45,273	$ -	$ 45,273
6.20	Other CEQA Consequences	2		6			8							8		24.00	$ 5,600	$ -	$ 84	$ 84	$ 5,684	$ -	$ 5,684
6	**Task 6 Admin Draft EIR**	**79**	**71**	**152**	**34**		**192**	**8**	**42**	**21**	**61**	**2**	**68**	**42**	**38**	**810.00**	**$ 194,396**	**$ -**	**$ 2,916**	**$ 2,916**	**$ 197,312**	**$ 1,586**	**$ 198,898**
7.1	Public Review Draft EIR	28	22	50	8		46		6	9	16			4		189.00	$ 49,077	$ 1,227	$ 736	$ 1,963	$ 51,040	$ 5,175	$ 56,215
7.2	Proof check Public Review Draft EIR	16		24			20	12		3						75.00	$ 19,967	$ 499	$ 300	$ 799	$ 20,766	$ -	$ 20,766
7.3	NOA/NOC			2										2		4.00	$ 900	$ 23	$ 14	$ 36	$ 936	$ -	$ 936
7	**Task 7 Public Review Draft EIR, Proof Check Public Review Draft EIR, NOA, NOC**	**44**	**22**	**76**	**8**		**66**	**12**	**6**	**12**	**16**			**6**		**268.00**	**$ 69,944**	**$ 1,749**	**$ 1,049**	**$ 2,798**	**$ 72,742**	**$ 5,175**	**$ 77,917**
8.1	Administrative Final EIR	28	24	86	4		60				8			8		218.00	$ 58,046	$ 2,902	$ 871	$ 3,773	$ 61,819	$ -	$ 61,819
8.2	Draft Findings of Fact and SOC	2		16				4						30		52.00	$ 11,152	$ 558	$ 167	$ 725	$ 11,877	$ -	$ 11,877
8	**Task 8 Administrative Final EIR, Findings of Fact, SOC**	**30**	**24**	**102**	**4**		**60**	**4**			**8**			**38**		**270.00**	**$ 69,198**	**$ 3,460**	**$ 1,038**	**$ 4,498**	**$ 73,696**	**$ -**	**$ 73,696**
9.1	Final EIR	16	4	26			22				8					76.00	$ 20,406	$ 1,020	$ 306	$ 1,326	$ 21,732	$ 1,610	$ 23,342
9.2	Final Findings of Fact and SOC	4		10				2								16.00	$ 4,558	$ 228	$ 68	$ 296	$ 4,854	$ -	$ 4,854
9.3	NOD			1										1		2.00	$ 450	$ 23	$ 7	$ 29	$ 479	$ -	$ 479
9	**Task 9 Final EIR, NOD, Findings of Fact, SOC**	**20**	**4**	**37**			**22**	**2**			**8**			**1**		**94.00**	**$ 25,414**	**$ 1,271**	**$ 381**	**$ 1,652**	**$ 27,066**	**$ 1,610**	**$ 28,676**
10.1	Draft Mitigation Monitoring and Reporting Program	1		14			6									21.00	$ 5,623	$ 281	$ 84	$ 365	$ 5,988	$ -	$ 5,988
10.2	Final Mitigation Monitoring and Reporting Program	1		6			4									11.00	$ 2,939	$ 147	$ 44	$ 191	$ 3,130	$ -	$ 3,130
10	**Task 10 Mitigation Monitoring and Reporting Program**	**2**		**20**			**10**									**32.00**	**$ 8,562**	**$ 428**	**$ 128**	**$ 557**	**$ 9,119**	**$ -**	**$ 9,119**
11.1	Two (2) in-person and/or virtual meetings with CDD staff, districts, agencies, and the Applicant (includes travel time)	8		8												16.00	$ 4,944	$ 124	$ 74	$ 198	$ 5,142	$ 213	$ 5,355
11.2	One (1) in-person Environmental Review Committee Meeting (includes travel time)	8		8												16.00	$ 4,944	$ 124	$ 74	$ 198	$ 5,142	$ 213	$ 5,355
11.3	One (1) in-person Architectural Review Board Meeting (includes travel time)	8		8												16.00	$ 4,944	$ 124	$ 74	$ 198	$ 5,142	$ 213	$ 5,355
11.4	One (1) in-person Planning Commission Meeting (includes travel time)	8	2	8												18.00	$ 5,508	$ 138	$ 83	$ 220	$ 5,728	$ 213	$ 5,941
11.5	One (1) in-person City Council Meeting (includes travel time)	8	2	8												18.00	$ 5,508	$ 138	$ 83	$ 220	$ 5,728	$ 213	$ 5,941
11.6	Two (2) additional in-person decision maker meetings (includes travel time)	16		16												32.00	$ 9,888	$ 247	$ 148	$ 396	$ 10,284	$ 213	$ 10,496
11	**Task 11 Meetings**	**56**	**4**	**56**												**116.00**	**$ 35,736**	**$ 893**	**$ 536**	**$ 1,429**	**$ 37,165**	**$ 1,277**	**$ 38,442**
12.1	Project Management	30		70												100.00	$ 29,620	$ 592	$ 444	$ 1,037	$ 30,657	$ -	$ 30,657
12	**Task 12 Project Management**	**30**		**70**												**100.00**	**$ 29,620**	**$ 592**	**$ 444**	**$ 1,037**	**$ 30,657**	**$ -**	**$ 30,657**
	Total Hours	315	182	592	61	20	398	30	56	71	149	6	68	87	78	2,113.00	$ 537,246	$ 8,393	$ 8,059	$ 16,452	$ 553,698	$ 9,820	$ 563,518
	Total ($) Amount	$107,415	$51,324	$163,984	$15,433	$5,140	$93,132	$6,360	$10,584	$15,123	$27,416	$1,020	$12,784	$15,051	$12,480								

PROJECT COST ESTIMATE SUMMARY TABLE

ESA Labor	$537,246
Annual Rate Escalation Allowance	$8,393
Technology and Data Management Fee	$8,059
ESA Labor Amount	**$553,698**
ESA Non-Labor Expenses	**$9,820**
PROJECT TOTAL	**$563,518**

EXHIBIT C

INSURANCE REQUIREMENTS

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

Consultant shall provide the following types and amounts of insurance:

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

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

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 D

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, Ruta K. Thomas, hereby acknowledge my obligation to secure payment of Workers' Compensation before beginning work.

Environmental Science Associates

By:_____
Ruta K. Thomas, So. Cal. Regional Director

Dated:_____

Agenda Section: Administrative Matters **Agenda Item No.:** 14
Council Meeting Date: April 13, 2026

City of Carpinteria

COUNCIL AGENDA STAFF REPORT

ITEM FOR COUNCIL CONSIDERATION

Harbor Seal and Tar Pits Park Interpretive Signage.

STAFF RECOMMENDATION

Staff recommends that the City Council:

1. Receive and file this report.
2. Review and approve the proposed interpretive signs.

Sample Motion: I move to approve the two interpretive signs as presented.

BACKGROUND

On September 10, 2001, the City Council authorized the formation of the Bluffs Management Advisory Board through Resolution No. 4694. The Board was established to advise the City on property management issues and to assist in meeting the terms of a Conservation Easement held by the Land Trust for Santa Barbara County, intended to preserve the natural conditions of the Carpinteria Bluffs Nature Preserve.

On September 14, 2020[1], the City Council adopted Resolution No. 6002, which dissolved the Bluffs Management Advisory Board and established the Carpinteria Open Space Management Advisory Board (COSMAB). COSMAB advises the City Council on matters related to all City-owned coastal open space areas and connecting public trails.

On August 9, 2021[2], the City Council formed the first Ad Hoc Harbor Seal Advisory Committee (HSAC) for the purpose of developing a better understanding of the local harbor seal population, including causes of recent trends in births and haul-out numbers, and recommending actions to mitigate habitat degradation and incidents of harassment within the City.

[1] https://carpinteria.granicus.com/GeneratedAgendaViewer.php?view_id=2&clip_id=688
[2] https://carpinteria.granicus.com/GeneratedAgendaViewer.php?view_id=2&clip_id=860

On July 10, 2023[3], the City Council accepted and filed the 2023 Harbor Seal Rookery Report, concluding the work of the Ad Hoc Harbor Seal Advisory Committee. At that time, the Council directed staff to forward the report to COSMAB for review of matters within its purview. The Council also indicated that the item would return at a later date to allow consideration of any recommendations provided by COSMAB.

On August 3, 2023[4], COSMAB reviewed the Harbor Seal Rookery Report and forwarded several recommendations to the City Council. Among these was the development of a harbor seal signage program, including directional, advisory, and interpretive signage. COSMAB noted that signs located on public areas under its purview should be reviewed by the Board, and that signage within the Bluffs Nature Preserve must also comply with the requirements of the conservation easement.

On October 23, 2023[5], the City Council re-established an Ad Hoc Harbor Seal Advisory Committee to further address harbor seal matters and to provide recommendations regarding implementation of the report's findings.

On February 3, 2025[6], the City Council received and filed the final Ad Hoc Harbor Seal Advisory Committee recommendations. The Committee's priority recommendations included implementation of a signage program, development of interpretive signage, and consideration of a multi-year beach closure.

Separately, since early 2023, COSMAB has discussed the need for interpretive signage related to the natural tar seep and tar pits located along the Carpinteria Bluffs and within Tar Pits Park. In early 2024, a City intern began research and preliminary planning for interpretive signage related to the tar seeps. The intern and City staff collaborated with staff from the La Brea Tar Pits and the Santa Barbara Museum of Natural History to ensure the information presented was accurate and educational.

In 2025, the City entered into a contract with Kaiser Design for the design and fabrication of interpretive signage. Matt Kaser is a Certified Interpretive Planner through the National Association for Interpretation and has done signage projects throughout Texas, California, along the Atlantic Coast, in Georgia, Kansas, Colorado, Oklahoma, Tennessee, Louisiana and the Carolinas. Draft signage concepts and text were presented to COSMAB on multiple occasions for review and feedback. COSMAB approved the final draft of the tar seep interpretive signage in February 2026 and the harbor seal interpretive signage in March 2026.

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[3] https://carpinteria.granicus.com/GeneratedAgendaViewer.php?view_id=2&clip_id=1279

[4] https://docs.google.com/gview?url=https%3A%2F%2Fcarpinteria.granicus.com%2FDocumentViewer.php%3Ffile%3Dcarpinteria_1a50f277bd641901abf5fc7dc981e4ed.pdf%26view%3D1&embedded=true

[5] https://carpinteria.granicus.com/GeneratedAgendaViewer.php?view_id=2&clip_id=1335

[6] https://carpinteria.granicus.com/GeneratedAgendaViewer.php?view_id=2&clip_id=1577

DISCUSSION

City staff presented draft language (Attachment A) and design concepts (Attachment B) for both interpretive signs to COSMAB on several occasions throughout 2025 and 2026. Staff worked collaboratively with COSMAB members and members of the public to develop clear and meaningful interpretive text for the signs.

To ensure cultural accuracy, City staff also sought review of the proposed tar pits sign language by a member of the Chumash community.

The harbor seal interpretive sign will replace the existing sign along the Carpinteria Bluffs Trail, located along the decomposed granite path near the pier parking lot. The tar seep interpretive sign will be installed in Tar Pits Park along the Carpinteria Bluffs Trail, near the entrance to the park from the State Beach, in a location overlooking Jelly Bowl Beach. Both locations were reviewed and approved by COSMAB (Attachment C).

A significant portion of COSMAB's discussion focused on the harbor seal interpretive sign. Public input was received throughout the development process and incorporated into multiple drafts of the proposed text. Two COSMAB members also worked with members of the public to refine portions of the language, which were subsequently presented to and approved by the full committee. The final draft was reviewed and approved by COSMAB on March 17, 2026[7].

During these discussions, a member of the public shared a video about harbor seals and suggested including a QR code on the interpretive sign to provide additional information. COSMAB supported the inclusion of a QR code and deferred to City staff regarding the specific content. The video's producer has agreed to provide the City with a copy of the file, which will be hosted on the City's website to ensure continued accessibility and allow for future updates, if needed. Content will be maintained by the City and may be updated as needed.

The sign dimensions are shown in Attachment B. The signs will be manufactured by Gopher Sign Company with their ImageLOC® technology.

POLICY CONSISTENCY

The proposed recommendations are consistent with the Carpinteria General Plan Objective OSC-5. Protect the Harbor Seal Hauling Ground from human disturbance.

FINANCIAL CONSIDERATIONS

No Additional Funding Requested. There is sufficient budget in 204-501-5566 [Sign Replacement].

[7] https://carpinteriaca.portal.civicclerk.com/event/172/files/agenda/2165

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

No legal issues have been identified.

OPTIONS

1. Receive and file this report.
2. Review and approve the proposed interpretive signs.
3. Do not approve the proposed interpretive signs and direct staff as appropriate.

PRINCIPAL PARTIES EXPECTED AT MEETING

COSMAB and Seal Watch members.

ATTACHMENTS

Attachment A	Proposed sign text
Attachment B	Proposed sign design
Attachment C	Map of proposed sign locations

Staff contact:
Jeanette Gant,
Director of Parks, Recreation & Community Services
(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

Proposed sign text

Panel - Harbor Overlook

Headline - Harbor Seal Sanctuary

Subheadline - Carpinteria Pacific Shore

Panel text

Welcome to the Carpinteria Harbor Seal sanctuary, the year-round home to the Pacific Harbor Seal (*Phoca vitulinarichardii*). The tall bluffs, crescent shaped beach, nearby kelp bed, and the calm ocean form a natural sanctuary where harbor seals are protected from predators. This is one of only two areas south of Monterey where harbor seals can be viewed by the public. Harbor seals require an undisturbed beach to rest, regulate their body temperature, molt, raise pups, and digest food.

Harbor seals are true seals, meaning they have no external ear flaps. They have short front and back flippers and move on land by flopping along on their bellies. Despite their clumsiness on land, they are excellent swimmers capable of diving to depths of 1,500 feet. Their diets consist of fish, crustaceans and cephalopods. Harbor seals have unique spotted coats, offering good camouflage and distinguishing each seal, much like human fingerprints.

These harbor seals are protected by a six-month beach closure and year-round by the Federal Marine Mammal Protection Act, which makes it unlawful to approach or disturb them. They promptly flee to the ocean at any perceived threat, such as humans or dogs, which can cause a reduction in seal numbers due to abandoned seal pups and increased seal pup deaths. You can help protect this sanctuary by viewing the seals from the overlook to avoid disturbing them. We thank you for your help in stewarding such a special place.

Word count 248

Spanish

Headline - Santuario de focas comunes

Subheadline - Carpintería, Costa del Pacífico

Panel text

Bienvenidos al Santuario de Focas Comunes de Carpinteria, hogar permanente de la foca común del Pacífico (*Phoca vitulina richardii*). Los altos acantilados, la playa en forma de media luna, el cercano bosque de algas marinas y la calma del océano conforman un santuario natural donde las focas comunes se encuentran protegidas de los depredadores. Esta es una de las únicas dos zonas al sur de Monterey donde el público puede observar focas comunes. Estas focas communes requieren una playa libre de perturbaciones para descansar, regular su temperatura corporal, mudar su pelaje, criar a sus crías y digerir sus alimentos.

Son «focas verdaderas», lo que significa que no tienen pabellones auditivos externos. Poseen aletas delanteras y traseras cortas, y se desplazan en tierra firme arrastrándose sobre el vientre. A pesar de su torpeza en tierra, son nadadoras excepcionales, capaces de sumergirse a profundidades de hasta 1,500 pies. Su dieta consiste en peces, crustáceos y cefalópodos. Las focas comunes poseen un pelaje moteado único que les proporciona un excelente camuflaje y permite distinguir a cada individuo, de manera similar a como lo hacen las huellas dactilares en los seres humanos.

Estas focas comunes están protegidas mediante el cierre de la playa durante un periodo de seis meses y, durante todo el año, por la Ley Federal de Protección de Mamíferos Marinos, la cual prohíbe por ley acercarse a ellas o perturbarlas. Huyen de inmediato hacia el océano ante cualquier amenaza percibida —como la presencia de seres humanos o perros—; esto puede provocar una disminución en el número de focas debido al abandono de las crías y al consiguiente aumento en la mortalidad de los cachorros. Usted puede contribuir a la protección de este santuario observando a las focas desde el mirador, a fin de evitar perturbarlas. Le agradecemos su colaboración en el cuidado y la preservación de un lugar tan especial.

Panel - Tar Pits Park

Headline – Naturally oozing up

Subheadline – Carpinteria Tar Pits Park

Panel text

For tens of thousands of years, natural asphalt has seeped to the surface here in Carpinteria. This material — often called tar — comes from an underground asphalt lake formed during the Pleistocene Epoch, between about 2.6 million and 12,000 years ago. Millions of years ago, marine life and organic matter died and settled on the sea floor, eventually turning into petroleum (oil) under intense heat and pressure. As the tar seeped up between fissures in the ground, it formed sticky pools on the surface which trapped Ice Age plants and animals as fossils. The Carpinteria Tar Pits are the second largest natural asphalt seep in North America, second only to the La Brea Tar Pits in Los Angeles, and one of only five such sites known worldwide.

This natural out flow of tar has been an important natural resource for people in this region for millennia. The Chumash people, whose ancestors have lived here for at least 11,000 years, used local asphaltum — often mixed with other materials — to waterproof baskets and the tomol, their plank canoes. The abundance of tar and the Chumash skill in canoe-making led early Spanish explorers to name this area “La Carpinteria,” meaning “the carpenter shop,” in recognition of the boat-building they observed.

In the late 19th and early 20th centuries, asphalt from this area and the Alcatraz Asphaltum Company (previously located in Tar Pits Park) was used for paving roads across the country and as a roof sealant as communities began to grow in size at the turn of the century.

Tar Pits Park conserves this unique natural landscape. Here, tar continues to bubble up in places, offering visitors a glimpse of the natural environment that supported both human history and early community growth.

Word count 288

Spanish

Headline - Rezumando naturalmente

Subheadline – el Parque Tar Pits de Carpinteria

Panel text

Durante decenas de miles de años, el asfalto natural ha brotado hacia la superficie aquí en Carpintería. Este material —a menudo denominado alquitrán— proviene de un lago subterráneo de asfalto formado durante la época del Pleistoceno, hace entre unos 2,6 millones y 12.000 años. Hace millones de años, la vida marina y la materia orgánica murieron y se depositaron en el fondo marino, transformándose finalmente en petróleo bajo intensas condiciones de calor y presión. A medida que el alquitrán ascendía a través de las fisuras del suelo, formaba pozas pegajosas en la superficie que atraparon, en forma de fósiles, a las plantas y animales de la Edad de Hielo. Los Pozos de Alquitrán de Carpintería constituyen el segundo mayor afloramiento natural de asfalto de Norteamérica —superado únicamente por los Pozos de Alquitrán de La Brea en Los Ángeles— y es uno de los únicos cinco sitios de este tipo conocidos en todo el mundo.

Este flujo natural de alquitrán ha sido un recurso natural importante para los habitantes de esta región durante milenios. El pueblo chumash, cuyos antepasados han habitado este lugar desde hace al menos 11.000 años, utilizaba el asfalto local —a menudo mezclado con otros materiales— para impermeabilizar sus cestas y el *tomol*, sus canoas construidas con tablones. La abundancia de alquitrán, sumada a la destreza de los chumash en la construcción de canoas, llevó a los primeros exploradores españoles a bautizar esta zona como «La Carpintería» —término que significa «el taller de carpintería»—, en reconocimiento a la construcción de embarcaciones que observaron.

A finales del siglo XIX y principios del XX, el asfalto extraído de esta zona —así como el suministrado por la Alcatraz Asphaltum Company, ubicada anteriormente en el actual el Parque Tar Pits— se utilizó para pavimentar carreteras en todo el país y como sellador de techos, a medida que las comunidades experimentaban un crecimiento demográfico a principios de siglo.

El Parque Tar Pits preserva este singular paisaje natural. En este lugar, el alquitrán continúa burbujeando en ciertos puntos, ofreciendo a los visitantes la oportunidad de vislumbrar el entorno natural que sirvió de sustento tanto a la historia humana como al desarrollo inicial de la comunidad.

ATTACHMENT B

Proposed sign design

April 1, 2026

CITY OF
CARPINTERIA
PARKS, RECREATION, & COMMUNITY SERVICES

SHORELINE INTERPRETIVE PROJECT

FINAL DESIGN CONCEPT

Prepared by

Kaser Design
Coppell, Texas
(469) 549-1832

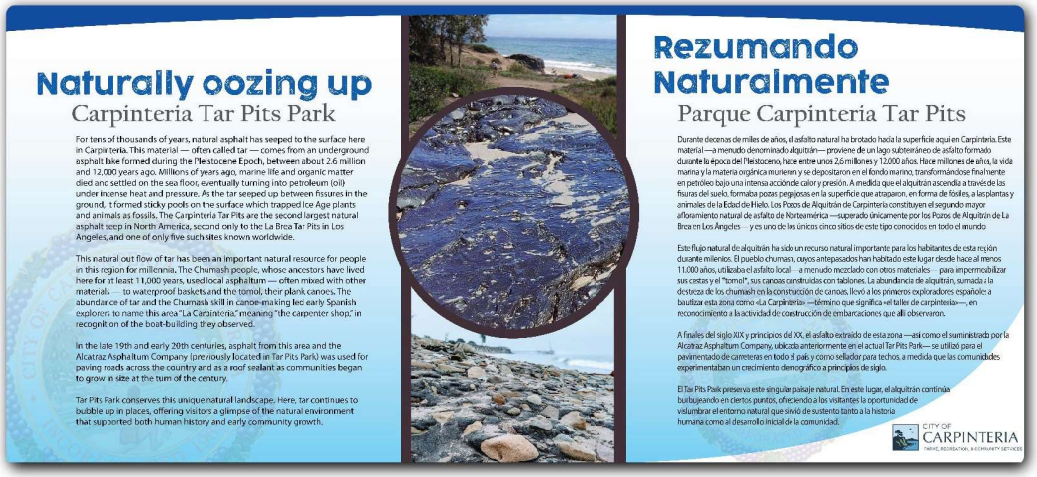
KEY PANEL ELEMENTS

English - Left side

Spanish - Right side

Paragraph type size - 36pt

Word count - 150 to 200



TAR PITS PARK SIGN - 24 X 54

BEACH END SIGN - 36 X 24

HARBOR OVERLOOK SIGN - 18 X 94

City of CARPINTERIA California

SHORELINE INTERPRETIVE PROJECT

FINAL DESIGN CONCEPTS GRAPHIC STYLE STUDIES

PANEL FAMILY

Prepared by
Kaser Design
Coppell, Texas
(469) 549-1832

April 1, 2026

SHEET 02

City of CARPINTERIA California

SHORELINE INTERPRETIVE PROJECT

FINAL DESIGN CONCEPTS
GRAPHIC STYLE STUDIES

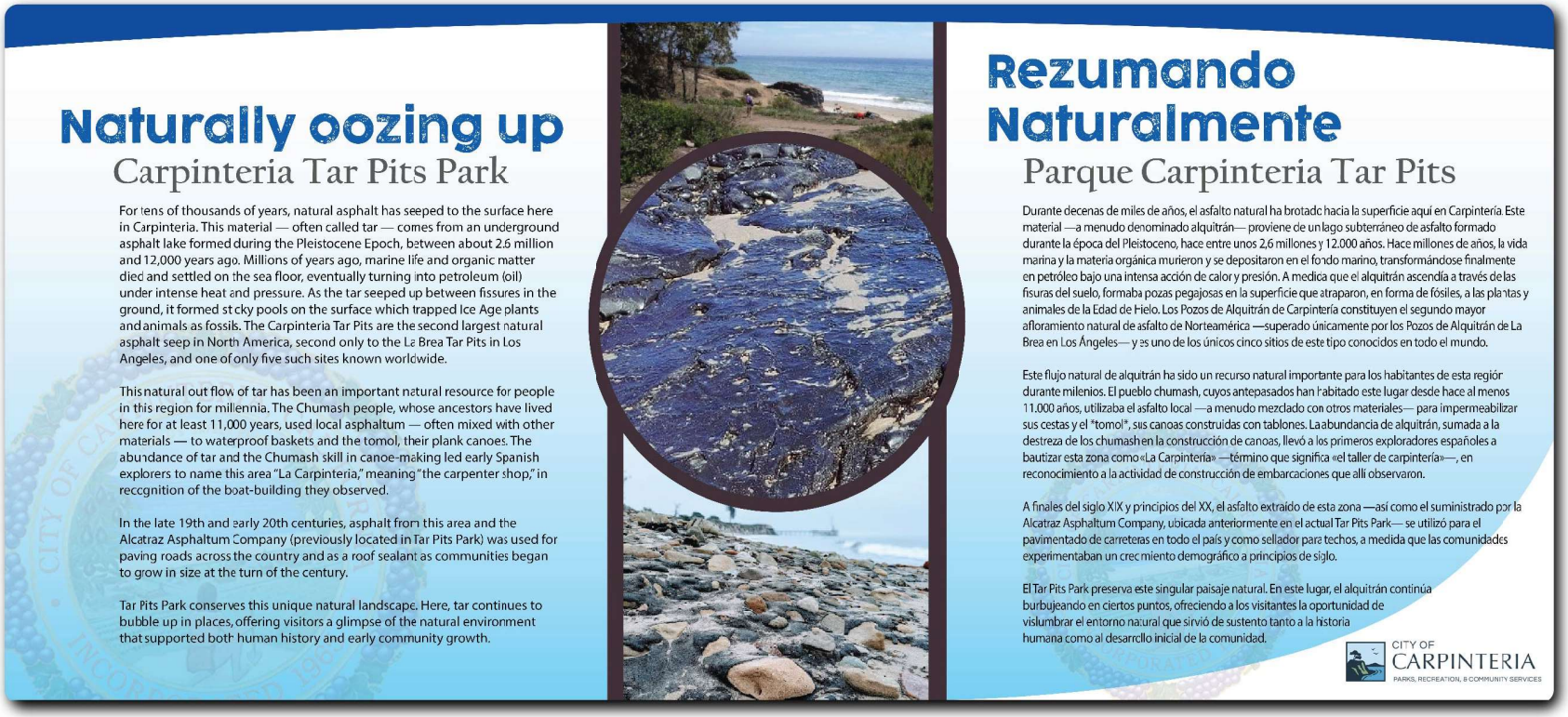
HARBOR OVERLOOK SIGN - 18 X 94

PANEL
1

Prepared by
Kaser Design
Coppell, Texas
(469) 549-1832

April 1, 2026

SHEET
03



TAR PITS PARK SIGN - 24 X 54

City of CARPINTERIA California

SHORELINE INTERPRETIVE PROJECT

FINAL DESIGN CONCEPTS GRAPHIC STYLE STUDIES

PANEL
2

Prepared by
Kaser Design
Coppell, Texas
(469) 549-1832

April 1, 2026

SHEET
04

BEACH END SIGN - 36 X 24

City of CARPINTERIA California

SHORELINE INTERPRETIVE PROJECT

FINAL DESIGN CONCEPTS
GRAPHIC STYLE STUDIES

PANEL
3

Prepared by
Kaser Design
Coppell, Texas
(469) 549-1832

April 1, 2026

SHEET
05

KEY PANEL ELEMENTS

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Spanish - Right side
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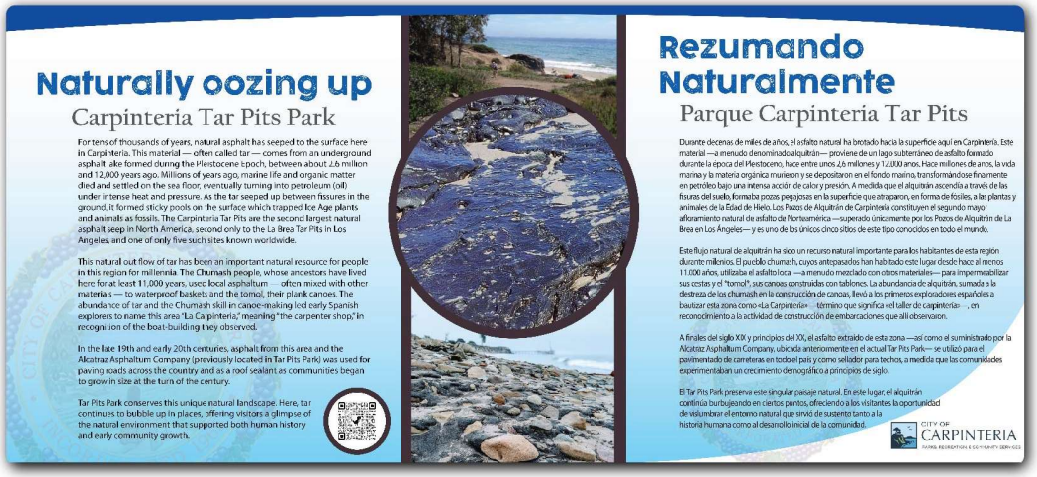


TAR PITS PARK SIGN - 24 X 54

BEACH END SIGN - 36 X 24

HARBOR OVERLOOK SIGN - 18 X 94

City of CARPINTERIA California

SHORELINE INTERPRETIVE PROJECT

FINAL DESIGN CONCEPTS GRAPHIC STYLE STUDIES

PANEL FAMILY with QR Codes

Prepared by
Kaser Design
Coppell, Texas
(469) 549-1832

April 1, 2026

SHEET 06

City of CARPINTERIA California

SHORELINE INTERPRETIVE PROJECT

FINAL DESIGN CONCEPTS GRAPHIC STYLE STUDIES

HARBOR OVERLOOK SIGN - 18 X 94

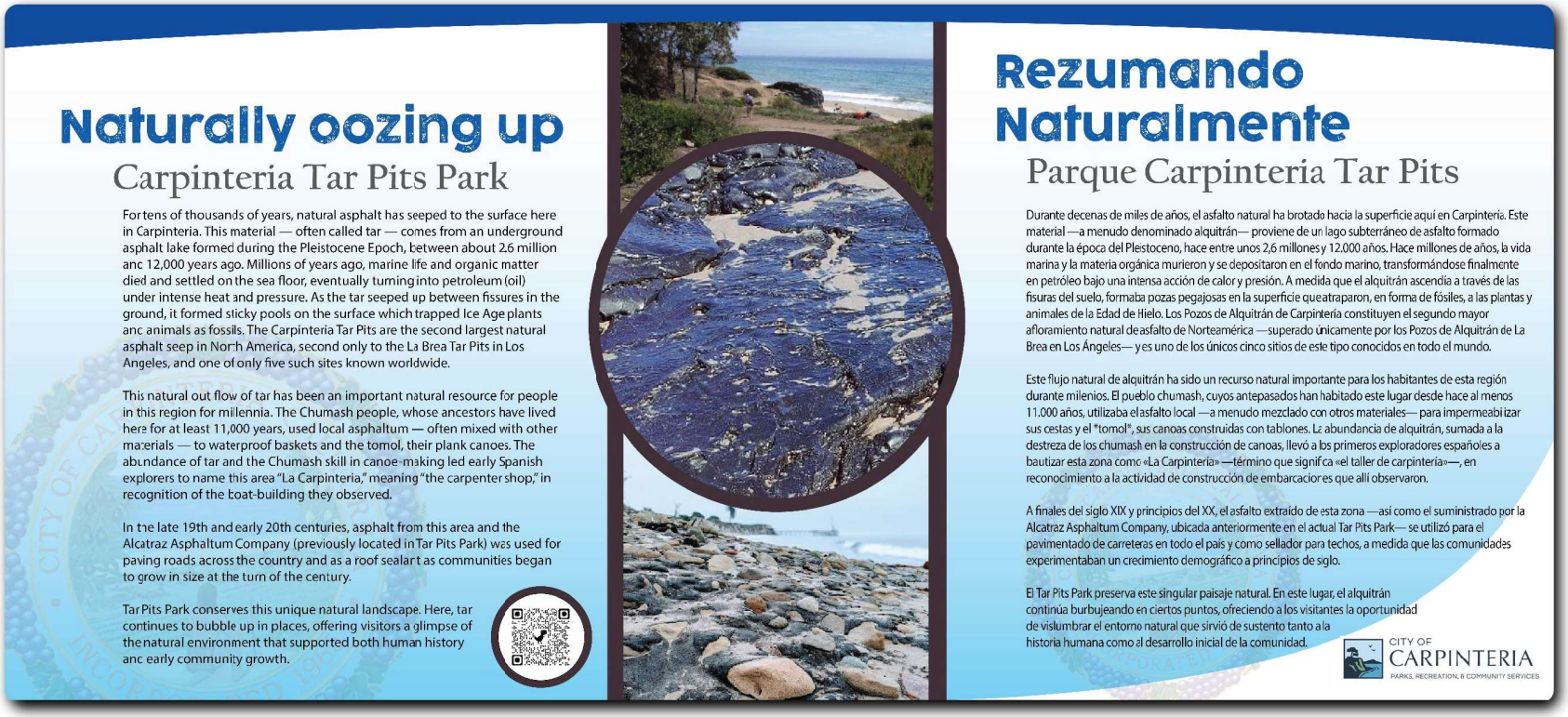
PANEL
1
with
QR Code

Prepared by

Kaser Design
Coppell, Texas
(469) 549-1832

April 1, 2026

SHEET
07



TAR PITS PARK SIGN - 24 X 54

City of CARPINTERIA California

SHORELINE INTERPRETIVE PROJECT

FINAL DESIGN CONCEPTS
GRAPHIC STYLE STUDIES

PANEL
2
with
QR Code

Prepared by
Kaser Design
Coppell, Texas
(469) 549-1832

April 1, 2026

SHEET
08

BEACH END SIGN - 36 X 24

City of CARPINTERIA California

SHORELINE INTERPRETIVE PROJECT

FINAL DESIGN CONCEPTS
GRAPHIC STYLE STUDIES

PANEL
3
with
QR Code

Prepared by
Kaser Design
Coppell, Texas
(469) 549-1832

April 1, 2026

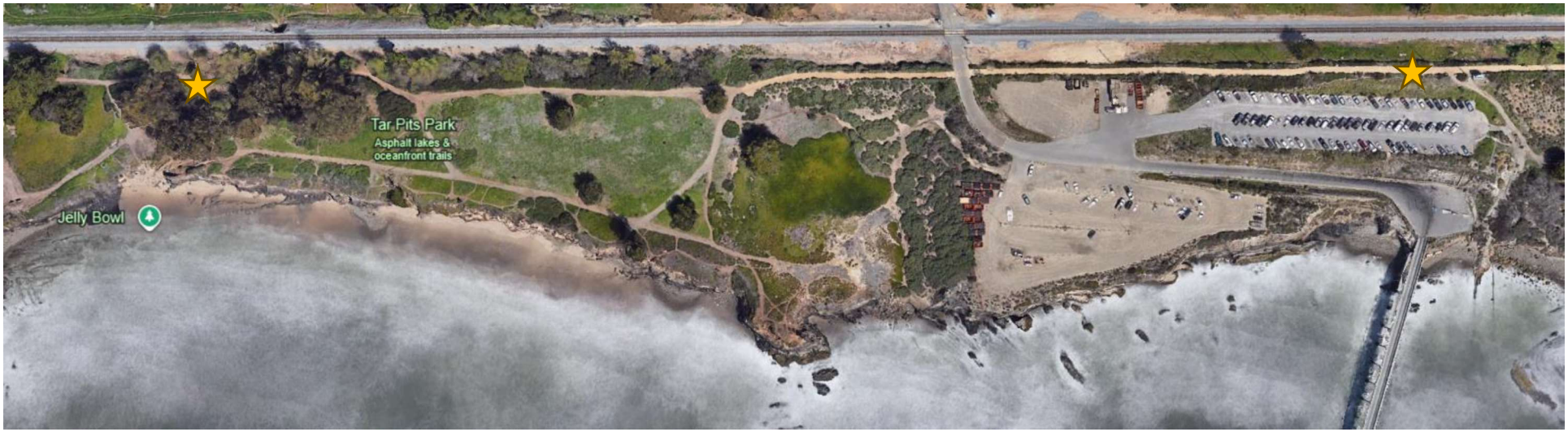
SHEET
09

ATTACHMENT C

Map of proposed sign locations

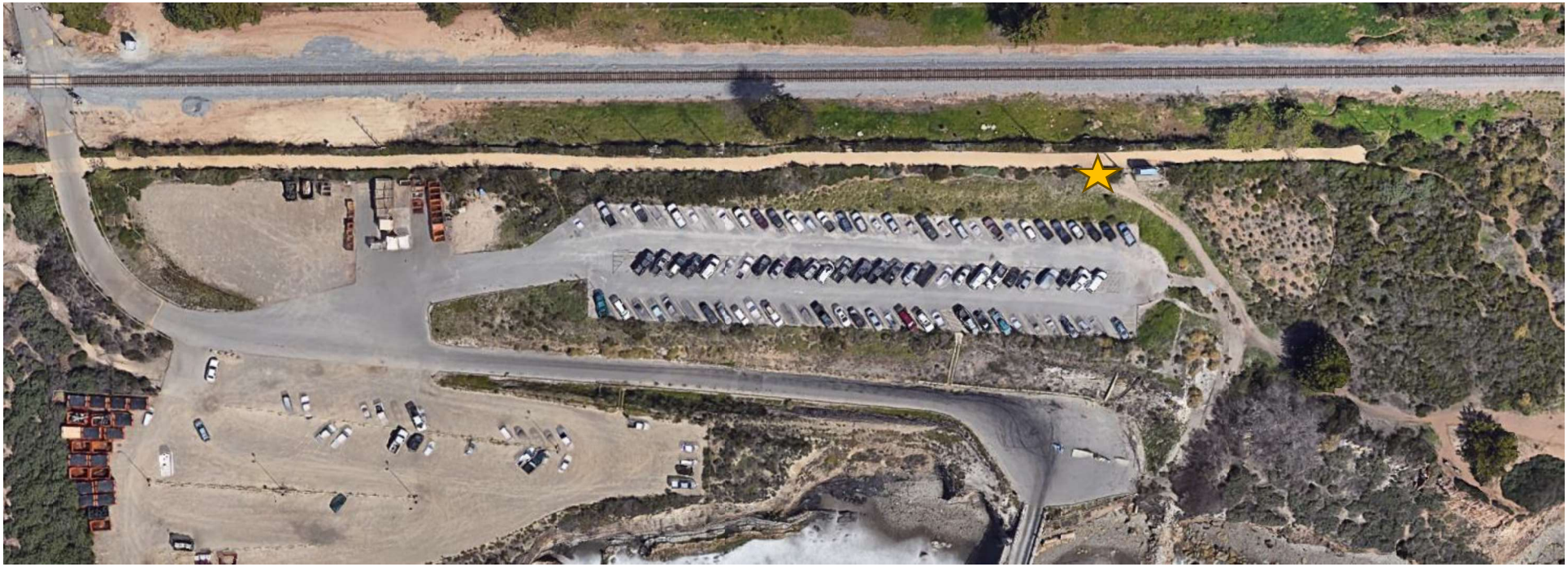
Attachment C

Approximate Sign Locations



Approximate Location - Tar Pits Interpretive Sign

Approximate Location - Harbor seal Interpretive Sign



CITY OF
CARPINTERIA

Harbor seal & Tar Pits Park Interpretive Signs

Jeanette Gant, PRCS Director

April 13, 2026

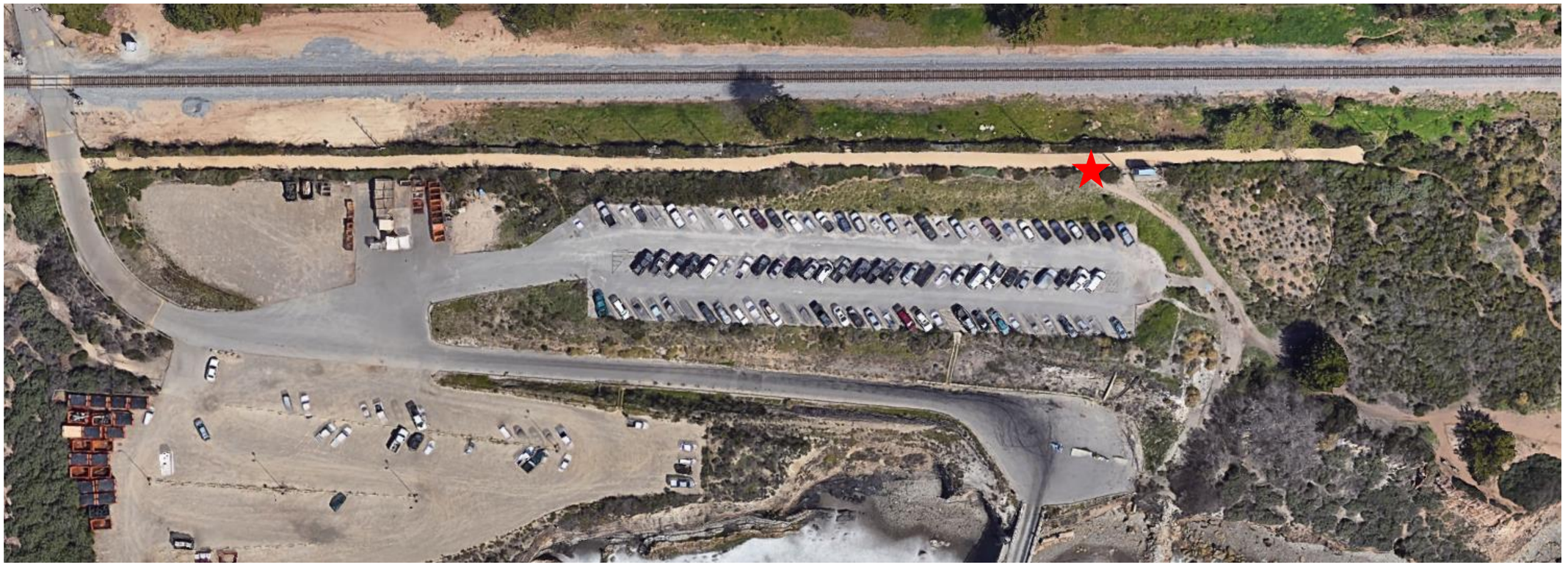
Approximate Sign Locations

CITY OF CARPINTERIA

Approximate Tar Pits Park Sign Location

CITY OF CARPINTERIA

Approximate Harbor Seal Sign Location



CITY OF CARPINTERIA

Approximate Beach End Signs Location

CITY OF CARPINTERIA

Beach End Sign – June 1 – November 30

BEACH END SIGN - 36 X 24

CITY OF CARPINTERIA

Harbor Seal Sign – No QR Code

HARBOR OVERLOOK SIGN - 18 X 94

PANEL 1

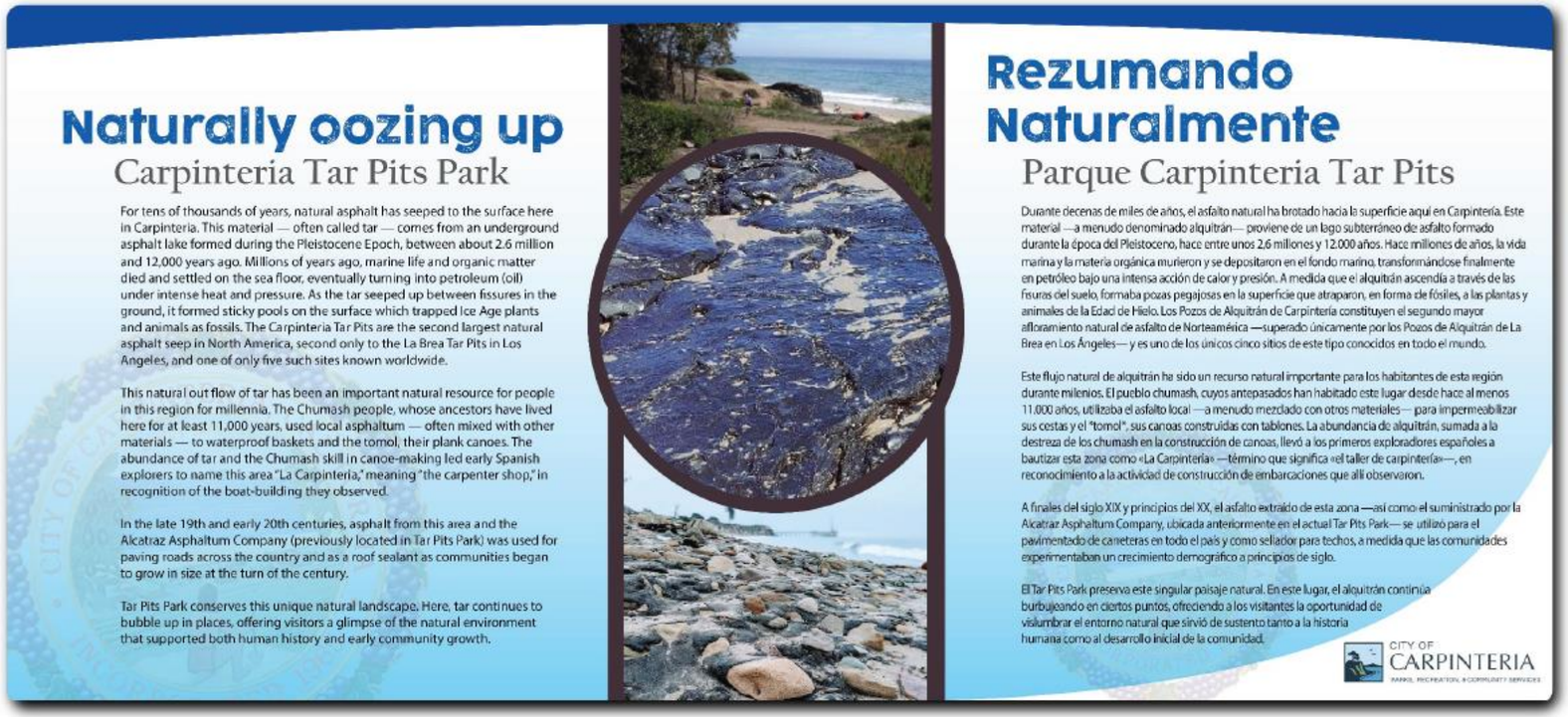
CITY OF CARPINTERIA

Harbor Seal Sign – QR Code

Cityofcarp.co/seals

CITY OF CARPINTERIA

Tar Pits Park Sign



TAR PITS PARK SIGN - 24 X 54

CITY OF CARPINTERIA

Q & A

City of Carpinteria

COUNCIL AGENDA STAFF REPORT

ITEM FOR COUNCIL CONSIDERATION

Authorization for the City Manager to execute an Agreement with 19six Architects to provide consulting architecture and engineering design services for the Carpinteria Community Pool Improvements Project.

STAFF RECOMMENDATION

Authorize the City Manager to execute an Agreement with 19six Architects to provide consulting architecture and engineering design services for the Carpinteria Community Pool Improvements Project, in an amount not to exceed $275,000.

Sample Motion: I move to authorize the City Manager to execute an Agreement with 19six Architects to provide consulting architecture and engineering design services for the Carpinteria Community Pool Improvements Project, in an amount not to exceed $275,000.

(The motion requires a roll call vote).

BACKGROUND

On May 27, 2025, the City Council received and filed the Community Pool Facility Condition Assessment prepared by consultant Counsilman-Hunsaker[1]. The final report identified multiple high-priority maintenance and capital improvement needs at the facility. The estimated cost to address the consultant's recommendations—excluding renovations to the locker rooms and restrooms—was $969,382.95.

Public Works staff subsequently prepared an analysis and cost estimate for renovations to the locker rooms and restrooms, totaling approximately $235,390. The combined estimated cost for improvements to the pool facility, including locker room and restroom renovations, is $1,204,771.

On November 25, 2025, the City was awarded a $250,000 grant from the La Centra Sumerlin Foundation through the Santa Barbara Foundation, which serves as the City's

[1] https://carpinteria.granicus.com/GeneratedAgendaViewer.php?view_id=2&clip_id=1638

fiscal sponsor for this project. The Community Access and Recreation Projects Fund (CARP Fund) was established in partnership with the Santa Barbara Foundation to enable eligibility for grant opportunities limited to nonprofit organizations. On March 2, 2026, an additional $50,000 grant was awarded to the CARP Fund by the Alice Tweed Tuohy Foundation.

The City has also allocated $70,000 in its current budget for the Community Pool Improvements Project, including $59,000 from the Aquatics Development Impact Fee (DIF) and $11,000 from donations.

The purpose of this agenda item is to authorize the City Manager to execute an agreement with 19six Architects to consulting architecture and engineering design services for the Carpinteria Community Pool Improvements Project in an amount not to exceed $275,000.

DISCUSSION

On November 14, 2025, staff issued a Request for Proposals seeking qualified firms to provide architectural and engineering design services for the Carpinteria Community Pool Improvements Project. The RFP was directly emailed to 23 potential proposers and posted on the City's website. The project specific link received 43 total visits.

To promote the RFP, a social media post was published on November 17, 2025. The post generated 2,387 views and 18 link clicks, indicating additional engagement with the RFP materials.

On February 12, 2026, the City received three (3) proposals from the following firms:

- 19six Architects
- Andrew Goodwin Designs
- SPH Architects

Staff conducted a qualifications based selection process in accordance with City and State guidelines. This process is consistent with California Government Code Section 4525 et seq., which governs procurement of professional services. Following evaluation, staff determined that 19six Architects was the most qualified and responsive firm, demonstrating a high level of relevant experience and technical expertise. Staff subsequently negotiated a fee and determined it to be fair and reasonable.

If approved, the agreement will authorize 19six Architects to complete the design and permitting phases of the project and provide construction support services, including oversight to ensure the project is constructed in accordance with approved plans and specifications.

The Agreement, including the scope of work and fee schedule, is provided in Attachment A. The term of the Agreement extends through completion of all services to the satisfaction of the City, but no later than April 30, 2028.

POLICY CONSISTENCY

The proposed action is consistent with the City's Capital Improvement Program goals to maintain and improve public recreational facilities and infrastructure.

FINANCIAL CONSIDERATIONS

No Additional Funding Requested. $70,000 is included in the Adopted FY 2022-27 Capital Budget. Estimated total project cost is $1,204,771. Additional funding for Construction costs will be requested at the time of contract award depending on bids received.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

The recommended action is consistent with California Government Code Section 4525 et seq. for the procurement of professional consulting services.

OPTIONS

1. Authorize the City Manager to execute an agreement with 19six Architects to provide consulting design services in an amount not to exceed $275,000 for the Carpinteria Community Pool Improvements Project.
2. Do not approve the recommendation and provide alternative direction to staff.

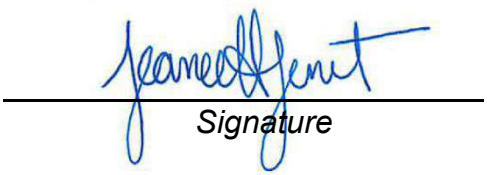
PRINCIPAL PARTIES EXPECTED AT MEETING

1. Representatives from 19six Architects and subconsultants.

ATTACHMENTS

Attachment A: Agreement with 19six Architects

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



Signature

Reviewed by: Ryan Kitnz, 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

Agreement with 19six Architects

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT FOR CONSULTANT SERVICES ("**Agreement**") is made and effective as of the Day of Month , Year by and between the City of Carpinteria, a municipal corporation ("**City**"), and 19six Architects (**"Consultant**") (collectively, the "**Parties**") at Carpinteria, California, with reference to the following facts:

A. City has determined that it is necessary and appropriate to engage a design professional to carry out the services described herein; and

B. Consultant has represented itself as being fully qualified and available to perform the consultant services necessary to complete the work in a timely manner; and

C. City desires to contract with Consultant and Consultant is willing to perform the consultant services, subject to the terms and conditions of this Agreement.

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

1. **SERVICES.**

1.1 **Basic Services**. City hereby retains Consultant to perform the services described and set forth in the attached Exhibit A ("**Basic Services**"), which is incorporated by this reference as though set forth in full. Consultant hereby agrees to perform said services within the designated time frames and accepts this retention. Consultant shall complete the Basic Services according to a schedule of performance which is also set forth in Exhibit A. The Parties agree and acknowledge that time is of the essence in performance of this Agreement.

1.2 **Additional Services**. In addition to the Basic Services, City may elect to have Consultant perform additional services that are beyond the current scope of the Basic Services, but within the expertise of Consultant ("**Additional Services**"). Such Additional Services shall be mutually agreed to in advance and specified in a writing, which shall also specify the basis for the Consultant's fee for such additional services. Basic Services and Additional Services are referenced collectively as "**Services.**"

2. **PERFORMANCE.**

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

2.2 **Labor and Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, tools, transportation and services necessary for the successful completion of the Services. Consultant shall give its attention and supervision to the fulfillment of the provisions of this Agreement by its employees and subcontractors and shall be responsible for the timely performance of the Services required by this Agreement.

2.3 **Review of Service**. Consultant shall furnish City with reasonable opportunities from time to time to ascertain whether the Services of Consultant are being performed in accordance with this Agreement. All work done and materials furnished shall be subject to final review and approval by City; Consultant is not providing final approval or review, which is solely City's function and role. City review and approval of such work and Services shall not, however, relieve Consultant of any of its obligations under this Agreement.

2.4 **Contract Administration**. The City Manager or his/her designee shall represent the City in all matters relating to the administration of this Agreement. The City Manager or his/her designee shall have the authority to act on the City's behalf to review and approve all products submitted by Consultant and may execute all necessary documents to authorize Consultant to perform Additional Services as provided for herein.

2.5 **Representations and Warranties.** Consultant represents and warrants to City that: (i) its fulfillment of its obligations and, as applicable, performance the Services under this Agreement, will not violate any applicable or breach any contracts with third parties and (ii) it has the right, power and authority to fulfill its obligations, and, as applicable perform the Services, and enter into this Agreement; (iii) the Services contemplated hereunder will be performed by adequately trained, competent personnel, in a professional manner, with such personnel having the requisite skill and expertise necessary to perform and complete the Services in accordance with industry standards and in accordance with the terms and conditions of this Agreement; and (iv) the Services and all deliverables provided hereunder will conform to the specifications agreed-to by the parties.

3. **TERM**. This Agreement shall be effective as of the date first above written and shall continue until all Services to be provided by Consultant are completed to the satisfaction of the City, but in no event later than the Day of Month, Year; 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 two hundred seventy five thousand dollars ($275,00) as full compensation for all labor, materials, equipment, tools, transportation, and Services. This compensation shall be paid in accordance with the payment rates and schedule as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based on the actual time spent on the tasks and the actual price of the necessary materials.

4.2 **Additional Services**. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to the Basic Services, unless such Additional Services are authorized in advance and in writing in the

method provided for herein. Consultant will submit fee estimates for such Additional Services upon request of City.

4.3 **Invoices**. Each and every payment by City shall be subject to City's receipt of an invoice outlining the items for which payment is requested. Payment to Consultant as to any undisputed fees shall be made, after verification of Consultant's performance, within 30 (thirty) days of receipt of invoice. If City disputes any of Consultant's fees, it shall give written notice to Consultant within 30 (thirty) days of receipt of an invoice of such disputed fees.

4.4 **Withholding**. City reserves the right to withhold future payment to Consultant if any aspect of the Consultant's work is found to be substantially inadequate. City shall notify Consultant in writing of deficiencies believed to be substantially inadequate within thirty (30) days after receipt of product.

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

5. **RECORDS**.

5.1 **Financial Records**. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of Services under this Agreement. Consultant shall also maintain adequate records of Services provided in sufficient detail to permit an evaluation of Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible.

5.2 **Access to Records**. Consultant shall provide free access to the representatives of City or its designees at reasonable times to books and records as set forth in section 5.1; shall give City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of four (4) years after receipt of final payment.

5.3 **Original Records**. Upon completion of, or in the event of termination or suspension of this Agreement, all completed and incomplete original agreements, data, documents, designs, drawings, exhibits, maps, models, computer files, reports, studies, surveys, notes, and other work, materials or documents prepared or used to prepare Consultant's work product in the course of providing the Services pursuant to this Agreement ("**Consultant Work Product**") shall become the sole property of City once the Consultant has received

payment. City may duplicate, disclose, disseminate, use, reuse or otherwise dispose of Consultant Work Product in whole or in part in any manner it deems appropriate, without the permission of Consultant. With respect to computer files, Consultant shall make available to the City, at Consultant's office and upon reasonable written request by City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files. Consultant may retain copies of such Consultant Work Product as a part of its record of professional activity.

6. **TERMINATION.**

6.1 **Termination Without Cause**. This Agreement may be terminated by either party for any reason upon ten (10) days prior written notice by the terminating party to the other party. In the event of a termination, the date of termination shall be deemed to be the first business day occurring after the expiration of the notice period. Upon receipt of said notice, Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise.

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

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

6.3 **Performance Upon Termination**. In the event this Agreement is terminated pursuant to this Section, City shall pay Consultant for the outstanding balance owed for work performed up to the time of termination. Upon termination of the Agreement, Consultant shall submit an invoice to City as provided for herein and shall submit to the City all of its files for any billable or non-billable matters in which the Consultant is involved under the scope of this Agreement.

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

7. **DISPUTE RESOLUTION.** Except as explicitly provided in Exhibit E relating to claims by Consultant, if any dispute, claim or disagreement shall arise relative to the interpretation or

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

8. **INSURANCE**. Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in the attached Exhibit C, which is incorporated by this reference as though set forth in full.

9. **INDEMNIFICATION**.

Indemnification for Professional Liability. To the fullest extent permitted by law, Consultant shall indemnify, protect, 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, and expenses, including attorneys' fees and costs of defense (collectively, "Claims") to the extent such Claims arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant and its agents, employees, subcontractors, consultants or assigns.

10. **RELEASE OF INFORMATION.**

10.1 **Confidentiality**. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released except to the City, directly or indirectly, by Consultant without City's prior written authorization. Consultant, its officers, employees, subcontractors or sub-consultants shall not voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the Services performed under this Agreement unless requested by the City Attorney or authorized in writing by the City Manager. Response to a subpoena or court order shall not be considered "voluntary" provided that Consultant shall give City prompt written notice of any such court order or subpoena. The provisions of this Paragraph shall survive the termination of this Agreement.

10.2 **Notice and Cooperation**. Consultant shall promptly notify the City Manager and City Attorney in writing if Consultant, its officers, employees, agents, subcontractors or subconsultants are served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any person or party related to this Agreement and/or Consultant's related Services. City has no obligation to, but may exercise discretion to represent Consultant and/or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide the City an opportunity to review any response to

discovery requests provided by Consultant. However, City's right to review any such response does not grant or imply a right of City to control, direct, dictate or rewrite said response.

11. **RELATIONSHIP TO CITY.**

11.1 **Independent Contractor**. Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

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

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

11.4 **Interest of Consultant**. Consultant represents and warrants to City that it presently has no interests, and covenants that it shall not acquire any interests, direct or indirect, financial or otherwise, which would conflict with the performance of the services to be provided by Consultant under this Agreement. Consultant further covenants that, in the performance of this Agreement, no subcontractor or employee having such an interest shall be employed by Consultant. Consultant certifies that no one who has or will have any financial interest under this Agreement is: (a) an officer or employee of City, or (b). an officer or employee of the applicant and any of its consultants. Consultant agrees to comply with any applicable conflict of interest code.

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

11.6 **Third Party Beneficiaries.** This Agreement is entered into solely for the benefit of the

City and the Consultant and will not confer any rights upon any person not expressly a party to this Agreement.

12. **GENERAL PROVISIONS.**

12.1 **Assignment of Rights.** Contractor agrees to assign City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act or under the Cartwright Act arising from purchases of goods, services, or materials pursuant to this Agreement.

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

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

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

To Consultant:
Rosa Alvarado
19six Architects
802 East Cota Street, Suite A
Santa Barbara, CA 93103
P:(805)963-1955

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

12.4 **Legal Responsibilities**. Consultant shall keep itself informed of state, federal and laws and regulations which in any manner affect those employed by it or in any way affect the performance of its Service pursuant to this Agreement. The Consultant shall reasonably observe and comply with such laws and regulations. The City and its officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

12.5 **Licenses**. At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required by law for the performance of services described in this Agreement.

12.6 **Labor Conditions**. City is a public entity in the state of California, and therefore, City and Consultant are subject to the provisions of the Government Code and the Labor Code of the state of California. All provisions of law applicable to public contracts and/or this Agreement are incorporated herein by this reference and are made a part of this Agreement

to the same extent as if they were fully stated in the Agreement and shall be complied with by Consultant.

12.7 **Labor Requirements**. Consultant shall abide by all federal and California laws and regulations regarding wages, including, without limitation, the Fair Labor Standards Act and the California Labor Code, which, in part, mandate that 8 hours' labor constitutes a legal days' work, and require Consultant to pay the general prevailing wage rates. The California statutory provisions for penalties for failure to pay prevailing wages will be enforced and the statutory provisions for penalties for failure to comply with California's wage and hour laws will be enforced. In addition, Consultant is required to comply with the statutory requirements relating to employment of apprentices. Consultant also must secure the payment of workers' compensation to its employees as provided by California law. 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, 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

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

"CONSULTANT"
19six Architects

By:_____
Rosa Alvarado, Principal-In-Charge

ATTEST:
City of Carpinteria

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

EXHIBIT A

TASKS TO BE PERFORMED

The scope of work includes, but is not limited to, professional architectural, engineering, and consulting services to support the evaluation, design and construction administration for the Carpinteria Community Pool Improvements Project.

Services will include:

- Review of existing conditions and facility assessment documents
- Development of conceptual and schematic design to define project scope
- Preparation of construction cost estimates
- The completion of design, permitting, bidding and construction administration services for improvements to the pool, locker rooms/restrooms, administrative building, ancillary facilities and associated site improvements.

The scope outlined below summarizes the minimum services required.

1. Preconstruction Services

Task 1.1 Review of Current Documents and Site Conditions

- Review Facility Condition Assessment and existing drawings.
- Inspect pool complex to assess the condition of structures, roof, HVAC, lighting, electrical systems, pool equipment, and chemical storage/mixing procedures.

Task 1.2

- Consultant shall evaluate whether the project is subject to DSA jurisdiction. If applicable, Consultant shall prepare and submit all required documentation for DSA review, back-check, and certification, and shall coordinate directly with DSA staff.
- Consultant shall prepare any required documentation for CEQA compliance and assist the City in obtaining environmental clearance if warranted.
- Consultant shall coordinate with Carpinteria Unified School District staff on site planning, access, security, and construction phasing.
- Consultant shall integrate CALGreen, Title 24, and sustainable design elements (energy-efficient equipment, solar heating, water conservation, pervious surfaces).
- Review and submit to DSA the phasing and safety plan to address construction adjacent to an operating middle school campus.

Task 1.3 Evaluate Energy and Green Technology Opportunities

- Assess design features for energy efficiency, including pervious surfaces, energy-efficient pool equipment, HVAC, lighting, and solar heating for pool, water heater, and office buildings.

Task 1.4 Evaluate Safety and Accessibility Upgrades

- Review current operations and accessibility assessment results.

- Identify and incorporate improvements for safety and accessibility.

Task 1.5 Basis of Design Technical Memorandum

- Consolidate the findings and recommendations of Tasks 1.1 through 1.4 into a Draft Technical Memorandum (TM) outlining the scope of project design elements recommended for improvement as the basis for design.
- Produce rough-order-of-magnitude (ROM) cost estimates in the Draft TM for project design elements deemed by the City to be a priority and comprise the initial basis of the project scope. Priority elements include the following:
    - Sump drain covers (if determined to be near the end of their lifespan).
    - Replacement of pool markings (in conjunction with replacement of cantilevered portion of the pool deck).
    - Improvements to existing grab rails.
    - Improvements to existing starting blocks and lane line equipment.
    - Safety equipment and signage improvements.
    - Replacement of cantilevered deck section over gutter.
    - Men's and women's locker rooms repairs and ADA compliance remediation.
    - Pump and VFD improvements.
    - Chemical treatment improvements.
    - Electrical system improvements.
- In addition, produce ROM cost estimates for project design elements that may be elective alternatives for the City's consideration to add to the final project scope. Elective alternatives for the City's consideration include the following:
    - Replacement of all deck surfaces in addition to replacement of the cantilevered deck over the pool gutter.
    - Replacement of pool inlet covers versus securing pool inlet fasteners with PVC glue.
    - Creation of a family/gender-neutral restroom in addition to the renovations and improvements needed to bring the facility into CBC, DSA, and ADA compliance versus not providing a family/gender-neutral restroom.
    - Renovation of the office flooring and relocation of the front desk versus exclusion of these improvements.
    - Replacement of the filter system versus deferring to replacement at a later date.
    - Replacement of the pool heating system versus deferring to replacement at a later date.
- Upon City review, comment, and decision-making, finalize the Technical Memorandum as the basis for final design.

Task 1. 6Project Schedule

- The Proposer shall develop a comprehensive project schedule that includes all major milestones for design, planning, permitting, bidding, construction, and reopening of the swimming pool facility.
- At a minimum, the schedule shall:
    - Identify key design, permitting, and construction milestones.
    - Use the City's requested construction window as a basis for the proposed schedule:
        - **Target pool closure for construction:** January 2027
        - **Target pool reopening:** On or before April 2027
    - Identify assumptions related to construction phasing, if applicable.

- Consider operational impacts, including pool programming, staff relocation, and continuity of services during closure.
- Provide the proposed schedule early in the project to support City program planning, communications, and coordination.
- Proposers may recommend alternative approaches or phasing strategies that meet or improve upon the City's requested timeline, provided the rationale is clearly explained.

Task 1.7 Probable Construction Cost Estimate

- Develop professional construction cost estimates at schematic (100%), 60% design development, and 90% construction documents stages.
- Identify refinements to help ensure projects remain within budget.

Task 1.8 Project Bid Documents

- Prepare schematic, design development, and construction drawings using City title block standards.
- Submit drawings electronically (PDF) at 30%, 60%, 90%, and 100% completion.
- Develop technical specifications (Divisions 1–48) and submit electronically (Word).
- Coordinate with City for design review and third-party plan check.

Task 1.9 Furnishings, Fixtures, and Equipment (FF&E)

- Identify all FF&E for the facility.
- Include any items recommended for procurement outside the construction contract in specifications.

Task 1.10 Bidding Phase

- Attend pre-bid meeting.
- Assist with bidder questions and prepare addendum responses.

2. Construction Administration Services

Task 2.1 Contract Administration

- Attend preconstruction meeting and weekly project progress meetings.
- Review and return submittals, shop drawings, and RFIs.
- Conduct periodic site visits and certify contractor record/as-built drawings.

Task 2.2 Contractor Claims and Change Orders

- Assist with negotiation of claims.
- Prepare design modifications and clarifications.
- Provide written responses, and assist with arbitration or litigation if needed.

Task 2.3 Project Closeout

- Prepare punch list and conduct final walkthrough.
- Verify completeness and accuracy of contractor record drawings.

3. Project Management

Task 3.1 Project Administration

- Organize and coordinate project personnel and subconsultants.
- Monitor project budget, schedule, and task progress.
- Maintain project files and perform other administrative tasks as assigned.

Task 3.2 Progress Meetings

- Conduct pre-design kickoff meeting.
- Facilitate monthly progress meetings and distribute agendas/minutes.

Deliverables:

- Project files
- Monthly progress reports
- Agendas and minutes

4. Preliminary Design

- Provide multi-discipline design services for pool, bathhouse, and related amenities.
- Design mechanical and electrical systems (filtration, water supply, drainage, lighting, electrical distribution).
- Submit design documents and cost estimates at milestones: 30% (schematic), 60% (design development), and 90% (construction documents).
- Revise documents per City/agency feedback.
- Submit project documents for permitting with City and Santa Barbara County Public Health Department.
- Prepare bid documents and assist City during bidding.

5. Final Design

Task 5.1 Bid Documents (100%)

- Prepare final plans, technical specifications, and front-end documents.
- Revise based on City and constructability/biddability review.

Task 5.2 Final Estimate

- Prepare final 100% construction cost estimate.
- Revise based on City and independent reviews.

Deliverables:

- Final bid documents
- Final construction cost estimate

6. Design Support Services During Construction

Task 6.1 Bidding Support

- Prepare bidder clarifications and addenda.
- Revise bid documents for addenda.
- City manages advertisement, distribution, and bid evaluation.

Task 6.2 Conformed Plans and Specifications

- Incorporate all issued addenda into conformed plans and specifications.

Task 6.3 Construction Administration & Observation

- Lead construction meetings and manage documentation.
- Monitor construction schedule, conduct weekly inspections, and review submittals/RFIs.
- Prepare design revisions as needed.
- Ensure compliance with ADA, building codes, and regulations.
- Provide periodic site visits and observation reports.
- Excludes contractor means, methods, site conditions, safety, or supervision.

Task 6.4 Record Drawings and Closeout

- Prepare record drawings from as-built documents.
- Assist in punch list development.
- Provide closeout services, including O&M manuals, warranties, and staff training.
- Provide an asset management inventory with asset operational and specification data and a system map in GIS format.

Deliverables:

- Bidder clarifications and addenda
- Conformed plans and specifications
- Submittal and shop drawing reviews
- RFI responses
- Revised design documents
- Observation reports (weekly/periodic)
- Monthly progress reports
- Final punch list
- Completion report
- Record drawings (hard and digital copies)

Final project documentation submitted to City

EXHIBIT B

PAYMENT SCHEDULE

The total fixed fee for the schematic design phase is $64,200, based on an estimated level of effort totaling 300 hour hours, approximately 100 hours by 19six Architects and 200 hours by subconsultants.

The fee for the remaining design and construction-related phases, including Design Development (DD), Construction Documents (CD), Division of the State Architect (DSA) review and certification (if applicable), Bidding, and Construction Administration (CA), shall be calculated as a percentage of construction cost, totaling 14.9%.

All expenses associated with printing for meetings and city approval, and travel and incidental expenses within 60 miles of the project site have been accounted for in the base fee. If any reimbursable expenses do arise, Architect shall notify the city and get authorization prior to incurring said expense.

Bid set printing for plans and specs shall be paid directly by the City to the print vendor. Bid set printing includes plans and specifications for: Contractor(s), Owner, Testing Lab (as applicable) and Inspector.

Consultant will bill the City monthly based on percentage complete basis. Payment ill be made within 30 days of billing date.

EXHIBIT C

INSURANCE REQUIREMENTS

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

Consultant shall provide the following types and amounts of insurance:

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

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

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

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

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

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

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

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees, volunteers and agents, using standard ISO endorsement No. CG 2010-0413. Consultant also agrees to require all contractors and subcontractors to do likewise.

2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.

3. All insurance coverage and limits provided by Contractor and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.

4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.

6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g., elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.

7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at City option.

8. Certificate(s) are to reflect that the insurer will provide 30 (thirty) days notice to City of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.

9. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to City.

10. Consultant agrees to ensure that subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.

11. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.

12. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City will negotiate additional compensation proportional to the increased benefit to City.

13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

14. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.

15. Consultant will renew the required coverage annually as long as City or its employees or agents face an exposure from operations of any type pursuant to this Agreement. This obligation applies whether or not the Agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.

16. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.

17. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this Agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.

18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be limiting or all-inclusive.

19. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.

20. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

21. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

22. The City's failure to comply with reporting requirements should not affect coverage required under the Agreement.

23. The consultant's insurance is primary to that of any insurance claimed by the City.

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

EXHIBIT D

WORKERS' COMPENSATION REQUIREMENTS

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

ACKNOWLEDGEMENT OF WORKERS' COMPENSATION OBLIGATION

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

19six Architects

By:_____
Rosa Alvarado, Principal-In-Charge

Dated:_____

EXHIBIT E

RESOLUTION OF CONSTRUCTION CLAIMS

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

1. This article applies to all public works claims of three hundred seventy-five thousand dollars ($375,000) or less which arise between a contractor and a local agency.

2. This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

3. "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.

4. "Claim" means a separate demand by the contractor for (a) a time extension, (b) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (c) an amount the payment of which is disputed by the local agency.

5. The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

6. This article applies only to contracts entered into on or after January 1, 1991.

7. For any claim subject to this Agreement, the following requirements apply:

   a. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

   b. (1) For claims of less than fifty thousand dollars ($50,000), the City shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the City may have against the claimant.

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

(3) The City's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

c. (1) For claims of over fifty thousand dollars ($50,000) and less than or equal to three hundred seventy-five thousand dollars ($375,000), the City shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the City may have against the claimant.

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

(3) The City's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

d. If the claimant disputes the City's written response, or the City fails to respond within the time prescribed, the claimant may so notify the City, in writing, either within 15 days of receipt of the City's response or within 15 days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

e. Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

f. This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

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

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

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

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

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

(c) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

10. The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

11. The City shall not fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

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.

City of Carpinteria

COUNCIL AGENDA STAFF REPORT

ITEM FOR COUNCIL CONSIDERATION

Resolution No. 6448, Approving the Road Maintenance and Rehabilitation Account Fiscal Year 2026/27 Project List.

STAFF RECOMMENDATION

Adopt Resolution No. 6448, approving the Road Maintenance and Rehabilitation Account Fiscal Year 2026/27 Project List.

Sample Motion: I move to adopt Resolution No. 6448, as read by title only.

BACKGROUND

On April 28, 2017, the Governor signed Senate Bill (SB 1), which is known as the Road Repair and Accountability Act of 2017. SB 1 increased fuel excise taxes, diesel fuel sales taxes, and vehicle registration fees to address basic road maintenance, rehabilitation, and critical safety needs for state highways and local streets and roads.

On November 1, 2017, the State Controller (Controller) began depositing various portions of SB 1 funding into the Road Maintenance and Rehabilitation Account (RMRA). A percentage of the RMRA funding is apportioned by formula to eligible local agencies (e.g., cities and counties) pursuant to California Streets and Highways Code Section 2032(h). The Controller apportions RMRA funds on a monthly basis to eligible local agencies using a process and system similar to that of Highway Users Tax Account apportionments. RMRA funding is continuously apportioned and is not provided on a reimbursement basis.

SB 1 emphasizes the importance of accountability and transparency in the delivery of California's transportation programs. To be eligible for RMRA funding, local agencies must provide annual RMRA project reports to the California Transportation Commission (Commission). The Commission first receives the project lists, determines completeness and compliance with basic statutory requirements, and finally approves and submits a statewide list to the Controller for local agencies that are eligible to receive RMRA funding apportionments.

The purpose of this agenda matter is for the City Council to consider adopting Resolution No. 6448, granting approval of the Fiscal Year 2026/27 RMRA project list for submittal to the Commission.

DISCUSSION

RMRA funds must be used for road maintenance and rehabilitation, safety projects, railroad grade separations, traffic control devices, complete street components including active transportation purposes such as pedestrian and bicycle safety projects, transit facilities, and stormwater projects. RMRA funds may also be used to satisfy a match requirement in order to obtain state and/or federal funds for projects. The key requirements for use of RMRA funds are as follows:

- A list of projects that are proposed to be funded with RMRA funds must be submitted to the Commission. All projects proposed to receive funding must be adopted by resolution by the local agency's governing body at a regular public meeting.
- For each fiscal year in which RMRA funds are received and expended, local agencies must submit to the Commission a report that details the expenditure of all RMRA funds.
- A local agency receiving an apportionment of RMRA funds is required to sustain a maintenance of effort (also known as MOE) by spending at least the annual average of its general fund expenditures for street, road, and highway purposes from the local agency's general fund.
- By July 1, 2026, local agencies receiving RMRA funds must follow guidelines developed by the California Workforce Development Board that address participation and investment in or partnership with new or existing pre-apprenticeship training programs. These programs focus on outreach to women, minority participants, underrepresented subgroups, formerly incarcerated individuals, and local residents to access training and employment opportunities.

Project List Submittal

The project list must include project descriptions including the general location of each project, estimated schedules of each project's completion, and estimated useful life of each project. Local agencies may include project information for future fiscal years but are expected to update the project list, as needed, every fiscal year prior to submittal to the Commission. Resolution No. 6448, as provided in Attachment A, shows the City's project list as Exhibit 1. The project list proposes to use the City's Fiscal Year 2026/27 RMRA funding allocation for two capital projects, namely the Carpinteria Avenue Bridge Replacement Project and 2023 Pavement Maintenance and Rehabilitation Project, respectively.

Local agencies must submit a project list and supporting documentation by July 1st of each year to the Commission. All materials must be submitted in electronic format by

using the Commission's online submittal tool. After reviewing submittals for completeness, the Commission reports to the Controller regarding the jurisdictions that are eligible to receive RMRA funding. Upon receipt of the list from the Commission, the Controller apportions funds to the local agencies that are included in the list. All project lists and supporting documentation, as submitted by the local agencies, will be posted on the Commission's website.

Project Expenditure Reporting and Auditing

For each fiscal year in which an apportionment of RMRA funds is received, and upon expenditure of funds, local agencies must submit documentation to the Commission detailing the expenditure of those funds and include a description and location of each completed project, the amount of funds expended on the project, the completion date, and the estimated useful life of the project. The project expenditure reporting process provides an opportunity for local agencies to report on the progress and expenditures associated with multi-year projects that are not yet complete. Local agencies must also submit a Completed and In-Progress Project Report by December 1st of each year to the Commission. The report must also be submitted in electronic format to the Commission.

Upon receipt of project expenditure reports, Commission staff reviews submittals to ensure completeness. All completed project expenditure reports, as submitted by the local agencies, will be posted to the Commission's website. The Commission analyzes the completed project expenditure reports and aggregates the project information to provide both statewide and local level summary information. This information is then posted to the Commission's website within a month of the program update being delivered at the Commission's meeting in January of each year and included in the Commission's Annual Report to the Legislature.

The statewide fuel taxes imposed via SB1 are charged on a per gallon basis. The proceeds are affected by the volume of fuel sales rather than the price of fuel, which tends to be more volatile. Based on the California Department of Finance's statewide revenue projections for Fiscal Year 2026/27, the City is expecting to receive an estimated $368,717 of RMRA funds, which is an increase of 6.94% over the current fiscal year. The budgeting of RMRA expenditures will be a part of the City's mid-cycle budget process for Fiscal Year 2026/27.

POLICY CONSIDERATIONS

The requirements for use of RMRA funds are codified in California Streets and Highways Code Sections 2034, 2036, 2037, and 2038.

FINANCIAL CONSIDERATIONS

The City is projected to receive approximately $368,717 in RMRA funding for Fiscal Year 2026/27, representing an increase of 6.94% over the current fiscal year. These

funds are restricted for eligible transportation uses and are programmed through the City's Capital Improvement Program. No additional General Fund contribution is required.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

The recommendation is consistent with state law in order for the City to receive RMRA revenue allocations.

OPTIONS

The City Council could choose to:

1. Adopt Resolution No. 6448, approving the Road Maintenance and Rehabilitation Account Fiscal Year 2026/27 Project List. (Staff recommendation)
2. Amend the proposed project list as determined appropriate.
3. The City Council could choose to not approve the recommendation and direct staff as determined appropriate; however, without an adopted resolution and project list, the City would not receive RMRA funds in Fiscal Year 2026/27. This would represent a loss of revenue for pavement maintenance and rehabilitation projects.

PRINCIPAL PARTIES EXPECTED AT MEETING

There are no principal parties expected at the meeting.

ATTACHMENTS

Attachment A: Resolution No. 6448

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

Signature

ATTACHMENT A

Resolution No. 6448

RESOLUTION No. 6448

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2026/27 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of Carpinteria are aware of the projects proposed for funding in the City and which projects have been completed each fiscal year; and

WHEREAS, the City must adopt a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City will receive an estimated $368,717 in RMRA funding in Fiscal Year 2026/27 from SB 1; and

WHEREAS, this is the ninth year in which the City is receiving SB 1 funding and these funds enable the City to better maintain and rehabilitate public streets, roads and sidewalks, add active transportation infrastructure, and improve drainage infrastructure throughout the City; and

WHEREAS, the City Council has held a public meeting on April 13, 2026, to ensure public input is included in the process of determining priorities/projects for inclusion on the project list; and

WHEREAS, the City's system-wide Pavement Condition Index is currently a 57 "fair" and the City seeks to improve the overall quality of its roadway pavement system by delivering a greater frequency of pavement management projects; and

WHEREAS, the SB 1 project list and overall investment in City streets, roads and public parking infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide**.**

NOW, THEREFORE, BE IT RESOLVED as follows:

SECTION 1. The foregoing recitals are true and correct.

SECTION 2. The Fiscal Year 2026/27 list of projects planned to be funded with the Road Maintenance and Rehabilitation Account revenues is listed in the attached Exhibit 1.

SECTION 3. The City affirms the Road Maintenance and Rehabilitation apportionments received will be used towards the Fiscal Year 2026/27 list of projects shown in the attached Exhibit 1 and the associated Road Maintenance and Rehabilitation expenses will be reported on as required by statute and the California Transportation Commission's adopted program guidelines.

PASSED, APPROVED AND ADOPTED on April 13, 2026, by the following vote:

AYES: COUNCILMEMBER(S):

NOES: COUNCILMEMBER(S):

ABSENT: COUNCILMEMBER(S):

ABSTAIN: COUNCILMEMBER(S):

_____
Mayor, City of Carpinteria

ATTEST:

_____
Brian C. Barrett, MMC, 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 13, 2026.

_____
Brian C. Barrett, MMC, 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. 6448

SB 1 Project List to Utilize FY 2026-27 Road Maintenance and Rehabilitation Account Revenues					
Project Title	**Project Description**	**Project Location**	**Estimated Useful Life (years)**		**Estimated Project Schedule**
			Minimum	**Maximum**	
Carpinteria Ave Bridge Replacement Project	Bridge Replacement	Carpinteria Avenue Bridge over Carpinteria Creek.	20	50	October 2026 through October 2027
2023 Pavement Maintenance and Rehabilitation Project	Street Maintenance and Rehabilitation	Arbol Verde Street (from Fiesta Drive Intersection to Concha Loma Drive) Carnation Place (from End to Aragon Drive) Eleanor Drive (from Sterling Avenue to Chaney Avenue) La Quinta Drive (from East End to Santa Monica Road) Verano Drive (from North End to Santa Monica Road) Calle Rey Mar (from Arbol Verde Street to End) Concha Loma Drive (from Arbol Verde Street to Calle Ocho) Holly Avenue (from Sawyer Avenue to Carpinteria Avenue) Malibu Drive (from Sterling Avenue to West End) Malibu Drive (from Linden Avenue to Sterling Avenue) Sawyer Avenue (from Linden Avenue to Holly Avenue) Vallecito Court (from Vallecito Place to West End) Vallecito Place (from Vallecito Road to Ogan Road) Vallecito Road (from Vallecito Place to Ogan Road) Vallecito Road (from Ogan Road to Via Real)	5	20	July 2026 through December 2026

Agenda Section: Other Business
Agenda Item No.: 17
Council Meeting Date: April 13, 2026

City of Carpinteria

COUNCIL AGENDA STAFF REPORT

ITEM FOR COUNCIL CONSIDERATION

Land Transfer Agreement for the Rincon Gateway Property from the Land Trust of Santa Barbara County to the City; Deed of Conservation Easement for the Rincon Gateway Property by the City in Favor of the Land Trust; and, Amended and Restated Rincon Bluffs Preserve Endowment Agreement

STAFF RECOMMENDATION

Adopt Resolution No. 6449, approving the Rincon Gateway Baseline Conditions Report and authorizing the Mayor to execute the following documents:

(1) Land Transfer Agreement for the Rincon Gateway Property from the Land Trust of Santa Barbara County to the City;

(2) Deed of Conservation Easement for the Rincon Gateway Property by the City in Favor of the Land Trust; and the

(3) Amended and Restated Rincon Bluffs Preserve Endowment Agreement.

(Motion requires a roll call vote.)

BACKGROUND

For over 20 years, the City, in coordination with community partners, has acquired and conserved bluff property for Open Space use and enjoyment. As part of this ongoing effort, the City envisions the bluff properties will be connected by trails extending from the County's Rincon Beach Park to the Salt Marsh Reserve, expanding passive recreation opportunities, ensuring long term conservation of habitat, and completing a section of the California Coastal Trail (Carpinteria Coastal Vista Trail).

Bluffs I

On or about August 14, 2000, the City purchased the 51.4 acre "Carpinteria Bluffs Nature Preserve" (also known as "Bluffs I") for roughly $330,000 from the Land Trust of

Santa Barbara County ("Land Trust"). In partnership with the Citizens for the Carpinteria Bluffs, the Land Trust successfully raised $4.5 million for acquisition of the land. The effort also raised sufficient money to establish a $500,000 endowment fund to offset costs for property maintenance, and the City and Land Trust entered into an Endowment Fund agreement at that time (Carpinteria Bluffs Endowment Agreement). The endowment contributes to care, maintenance and upkeep of the nature preserve on an annual basis when the endowment meets certain earning requirements.

Approximately twenty years later, on or about June 8, 2020[1], the City and Land Trust entered into a First Amendment to the Carpinteria Bluffs Endowment Agreement for purposes of improving transparency in managing the fund.

Bluffs III

In 2016, the Land Trust initiated a $7.9 million fundraising campaign to purchase and endow the "Rincon Bluffs Preserve" (also known as "Bluffs III"), a 21.65-acre portion of the Carpinteria Bluffs area that overlooks Rincon Point (APN 001-210-020 and 001-210-024). The following year (2017), the Land Trust raised the funds needed to complete the purchase of the property and endow its long-term maintenance.

On November 12, 2019 the City Council authorized the Mayor to execute the Purchase and Sale Agreement of the Rincon Bluffs Preserve[2].

On or about March 9, 2020, the City and Land Trust entered into a Rincon Bluffs Preserve Endowment Agreement to establish terms for use of endowment funds totaling one million dollars. The Rincon Bluffs Preserve Endowment Fund is managed by the same subcommittee of the Land Trust that manages the Carpinteria Bluffs Endowment Fund (the Carpinteria Bluffs Endowment Fund Committee).

On or about March 27, 2020, the City purchased the Bluffs III property from the Land Trust and immediately thereafter granted the Land Trust a Conservation Easement over the land, ensuring passive recreational use in perpetuity. Together with the Carpinteria Bluffs Nature Preserve, the property represents 73-acres of conserved bluff habitat in the City.

DISCUSSION

Rincon Gateway

In January 2025, the Land Trust purchased certain real property commonly referred to as the "Rincon Gateway," which consists of 2.4 acres across three parcels (Assessor Parcel Numbers 001-210-013, -016, and -023) in the southeastern-most part of the

[1] chrome-extension://efaidnbmnnnibpcajpcglclefindmkaj/https://carpinteria.granicus.com/MetaViewer.php?view_id=2&clip_id=634&meta_id=51122

[2] chrome-extension://efaidnbmnnnibpcajpcglclefindmkaj/https://carpinteria.granicus.com/MetaViewer.php?view_id=2&clip_id=528&meta_id=45904

County adjacent to Rincon Beach Park and Rincon Bluffs Preserve. The property is located at 6555 Carpinteria Avenue, approximately 1.5 miles east of Carpinteria City Hall.

The purpose of this agenda item is for the Council to consider acceptance of the Rincon Gateway property (hereafter, the "Property"), and ensure long-term conservation and maintenance of the Property through a Conservation Easement and inclusion in the Rincon Bluffs Preserve Endowment Agreement.

Resolution No. 6449, (Attachment A), approves the Rincon Gateway Baseline Inventory Report, which describes the condition of the Property, and gives the Mayor the authority to accept and sign the following documents:

1. **Land Transfer Agreement** (Assessor's Parcel Numbers 001-210-013, 16, & 23) Per the agreement, the Land Trust will transfer fee title of the Property to the City, subject to the terms and conditions of the agreement. Once both parties sign the agreement, the parties would open escrow, and the City would begin its due diligence process. Assuming the City does not terminate the agreement during the due diligence period, the parties would proceed to closing, and, upon closing, the City would become the fee owner of the Property. The proposed Land Transfer Agreement is Exhibit 1 to the Resolution (Attachment A) and is consistent with the form of transfer agreement used for the City's acquisition of Bluffs III.

2. **Deed of Conservation Easement**
   Simultaneously with the City's acquisition of the Property (i.e., on the same day the Grant Deed transferring the Property from the Land Trust to the City is recorded), the City would grant a conservation easement over the Property to the Land Trust. The purpose of the easement is to protect mutually agreed upon Conservation Values in perpetuity. The form of the Deed of Conservation Easement ("Easement") is attached as Exhibit 2 to the Resolution and is consistent with the form of easement used for the City's acquisition of the Bluffs III.

3. **Rincon Gateway Baseline Inventory Report**
   In September 2025, the Land Trust prepared the Rincon Gateway Baseline Inventory Report, which provides a comprehensive overview of the property's physical and ecological setting, historical land use, current features and biological resources. This is part of the due diligence package prepared coincident with the Land Transfer Agreement and Deed of Conservation Easement and is attached to the latter.

4. **Amended and Restated Endowment Agreement**
   One of the Land Trust's required conditions for entering into the Transfer Agreement is amending the Rincon Bluffs Preserve Endowment Agreement (Amended and Restated Endowment Agreement). Property management for the

Rincon Gateway will be folded into the Rincon Bluffs management plan. Therefore, City and Land Trust have amended the Rincon Bluffs Preserve Endowment Agreement, in the form shown in Exhibit 3 (Amended and Restated Endowment Agreement) to the Resolution. The principal will not be augmented with additional fundraising or excess funds with the addition of the Rincon Gateway property. The Rincon Bluffs Preserve Endowment will continue to be managed by the Carpinteria Bluffs Endowment Fund Committee, the same subcommittee of the Land Trust responsible for managing the Carpinteria Bluffs Endowment Agreement.

A redline copy that shows the changes made is provided as Attachment B.

POLICY CONSISTENCY

General Plan/Coastal Land Use Plan: Open Space, Recreation and Conservation

Objective OSC-1: Protect, preserve and enhance local natural resources and habitats.

Objective OSC-2: Preserve and restore the natural resources of the Carpinteria Bluffs.

OSC-8-Implementation Policy 38: Preserve and restore habitat used by sensitive, rare, threatened, and endangered species.

Acceptance of this Property would help the City fulfill these recreation policies that support low-cost public coastal access, a key aspect of the California Coastal Act.

Objective OSC-14. Provide for adequate park and recreation facilities to meet the needs of the community and visitors.

OSC-14a. Increase coastal and recreational access for all segments of the population, including the disabled and elderly, while protecting natural resources, particularly environmentally sensitive habitat areas.

OSC-14b. Provide for passive recreation uses of natural open space areas, such as along creeks and the Bluffs 1 areas, where such uses would not damage the resources being protected.

Objective OSC-15: Maintain the existing trail system and provide additional recreation and access opportunities by expanding the trail system.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) COMPLIANCE:

This action does not constitute a project under CEQA as it involves actions that do not cause any direct or indirect physical change in the environment. For instance, the purchase of property and the funding of an endowment constitute "organizational or administrative activities of governments that will not result in direct or indirect physical

changes in the environment" and "government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment", respectively; both of which are expressly exempted from the definition of a "Project" in CEQA. (Cal. Code Regs Section 15378(b)(4)-(5).)

To the extent that any portion of the action does constitute a project, it is exempt pursuant to Cal. Code Regs Sections 15325 and 15316 (Class 16): Exemption for transfers of ownership of interests in land to preserve open space, habitat, or historical resources, acquisition or sale of land to create parks.

FINANCIAL CONSIDERATIONS

The Property will be transferred for a nominal amount in consideration of long-term conservation commitments, although standard closing costs will be incurred. Endowment Fund proceeds are anticipated to provide an important source of revenue to pay for improvements and/or services for the Property to preserve public safety and habitat values.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

The City Attorney's Office has reviewed the agenda materials for this item and will be available at the meeting to answer questions.

OPTIONS

(1) Adopt Resolution No. 6449 and authorize the Mayor to execute the following documents:
   a. Land Transfer Agreement for the Rincon Gateway Property from the Land Trust of Santa Barbara County to the City;
   b. Deed of Conservation Easement for the Rincon Gateway Property by the City in Favor of the Land Trust for the Rincon Gateway Property; and the
   c. Amended and Restated Rincon Bluffs Preserve Endowment Agreement.

(2) Elect not to approve the Rincon Gateway Baseline Inventory Report and Resolution No. 6449 and direct staff as appropriate.

PRINCIPAL PARTIES EXPECTED AT MEETING

The Land Trust of Santa Barbara County.
Citizens for the Carpinteria Bluffs.

ATTACHMENTS

Attachment A: Resolution 6449

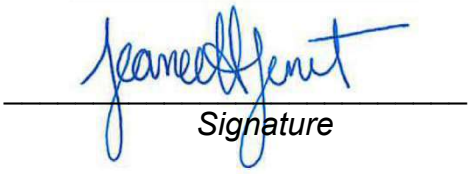
Exhibit 1: Land Transfer Agreement
Exhibit 2: Deed of Conservation Easement
- Rincon Gateway Baseline Inventory Report
  - Appendix A: Rincon Gateway Baseline Photo Inventory

Exhibit 3: Amended and Restated Endowment Agreement

Attachment B: Amended and Restated Rincon Bluffs Endowment Agreement Redline

Staff contact:

Reviewed by:
Jeanette Gant, PRCS Director
(805) 755-4449; jeanetteg@carpinteriaca.gov


Signature

Reviewed by:
Ryan Kintz, Assistant City Manager
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Signature

Reviewed by:
Michael Ramirez, City Manager
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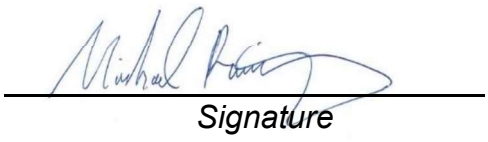
Signature

ATTACHMENT A

Resolution No. 6449

RESOLUTION NO. 6449

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA, ACCEPTING THE RINCON GATEWAY PROPERTY FROM THE LAND TRUST OF SANTA BARBARA COUNTY, APPROVING THE RINCON GATEWAY BASELINE CONDITIONS REPORT, AND AUTHORIZING THE MAYOR TO EXECUTE A LAND TRANSFER AGREEMENT, A DEED OF CONSERVATION EASEMENT, AND THE AMENDED AND RESTATED RINCON BLUFFS PRESERVE ENDOWMENT AGREEMENT

WHEREAS, starting over twenty years ago, the City, in coordination with community partners, has acquired a conserved bluff property for Open Space use and enjoyment; and

WHEREAS, the Land Trust for Santa Barbara County ("Land Trust") has offered to gift a portion of land in the City of Carpinteria (referred to as the "Rincon Gateway") to the City; and

WHEREAS, the Land Trust will reserve for itself a conservation easement in the said property; and

WHEREAS, the Land Trust provided to the City a Baseline Conditions Report which incorporates a comprehensive overview of the Rincon Gateway's physical and ecological setting, historical land use, current natural and built features, and biological resources and serves as a foundation for stewardship and monitoring, ensuring that changes to the Rincon Gateway can be measured against the content in this report; and

WHEREAS, the donation of the Rincon Gateway with the said Conservation Easement by the City for the purpose of an open space preserve conforms with the City's General Plan; and

WHEREAS, the acceptance of the Rincon Gateway by the City is an act exempt from the California Environmental Quality Act pursuant to California Code of Regulations Title 14, Chapter 3, section 15316, which consists of the acquisition, sale, or other transfer of land in order to establish a park where the land is in a natural condition or contains historical or archaeological resources, and the management plan for the park has not been prepared; and

WHEREAS, the acceptance of the Rincon Gateway by the City is an action categorically excluded from the National Environmental Protection Act pursuant to Appendix B to part 1021 B1.25 (real property transfers for cultural resources protection, habitat preservation, and wildlife management); and

NOW, THEREFORE, BE IT RESOLVED as follows:

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

SECTION 2. The Carpinteria City Council hereby accepts the land transfer of the Rincon Gateway Property from the Land Trust of Santa Barbara County to the City and approves the Rincon Gateway Baseline Conditions Report.

SECTION 3. The Carpinteria City Council further authorizes the Mayor to execute (1) the Land Transfer Agreement for the Rincon Gateway Property from the Land Trust of Santa Barbara County to the City (Exhibit 1 to this Resolution), (2) the Deed of Conservation Easement for the Rincon Gateway Property by the City in Favor of the Land Trust for the Rincon Gateway Property (Exhibit 2 to this Resolution), and (3) the Amended and Restated Rincon Bluffs Preserve Endowment Agreement (Exhibit 3 to this Resolution).

PASSED, APPROVED AND ADOPTED on this 13th day of April, 2026, by the following vote:

AYES: COUNCILMEMBER(S):

NOES: COUNCILMEMBER(S):

ABSENT: COUNCILMEMBER(S):

ABSTAIN: COUNCILMEMBER(S):

_____
Mayor, City of Carpinteria

ATTEST:

_____
Brian C. Barrett, MMC, 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 13, 2026.

_____
Brian C. Barrett, MMC, 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. 6449

LAND TRANSFER AGREEMENT
Assessor's Parcel Numbers 001-210-013, 16, & 23

This Land Transfer Agreement ("**Agreement**") is entered into on _____, 2026 (the "**Effective Date**") by and between The Land Trust for Santa Barbara County, a California nonprofit public benefit corporation ("**Land Trust**") and the City of Carpinteria, a municipal corporation ("**City**," and collectively with Land Trust, "**Parties**" or individually a "**Party**"), with reference to the following facts and intentions.

RECITALS

A. Land Trust is the owner of certain real property located in Carpinteria, County of Santa Barbara, State of California, commonly known as Assessor's Parcel Numbers 001-210-013, 16, & 23 and more particularly described in the legal description attached as Exhibit A and depicted on the attached Exhibit A-1, each of which are incorporated by this reference ("**Property**").

B. Land Trust previously transferred to City real property immediately adjacent to the Property, on which City has developed a coastal open space park and trail system for public access and native habitat benefits, commonly known as Rincon Bluffs Preserve.

C. In order to expand public access and the existing Rincon Bluffs Preserve, City desires to acquire and Land Trust desires to transfer fee title to the Property under the terms and conditions of this Agreement.

D. City desires to convey to Land Trust, on the same day and in the same escrow immediately following City's acceptance of the Property, a Deed of Conservation Easement ("**Easement**"), the form of which is attached to this Agreement as Exhibit B and incorporated herein by this reference, which will protect mutually agreed upon Conservation Values as defined in the Easement;

E. City and Land Trust also desire to amend the endowment agreement that the City and Land Trust entered into on the City's acquisition of Rincon Bluffs to include support of the Property ("**Amended and Restated Endowment Agreement**"), the form of which is attached to this Agreement as Exhibit D and incorporated herein by this reference, immediately upon execution of this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. **Transfer of Fee Title**. Land Trust agrees to convey to City, and City agrees to accept from Land Trust, the Property, subject to the terms and for the consideration described in this Agreement.

2. **Gift; Consideration**. Land Trust will transfer the Property to the City as a gift through an escrow ("**Escrow**") established with the Escrow Company (as defined below). The Parties agree that the conveyance is for no monetary consideration, and for purposes of any documentary transfer tax, recording, or similar statutes, the consideration for the deed/transfer is $0. Land Trust acknowledges that City may expend effort and incur expense in connection with this transaction (including, without limitation, investigating the Property and pursuing approvals), and the Parties agree that such efforts/expenses constitute sufficient consideration solely for the enforceability of this Agreement and are not consideration for the conveyance of the Property. The Parties further acknowledge that City's efforts/expenses do not constitute payment or compensation to Land Trust and shall not be treated as consideration for the transfer for any tax-reporting or accounting purpose.

3. **Due Diligence**. City's obligation to accept the Property is subject to City's approval of the Property as provided in this Section 3 on or before the date that is sixty (60) days after the Effective Date (the "**Diligence Expiration Date**").

3.1 Property Information. Within ten (10) business days after Effective Date, Land Trust will provide City with copies of all information reasonably related Property that is in Land Trust's possession, including, but not limited to, any soils reports, biological studies, geologic surveys, environmental information, and any other information regarding use, value, or condition (collectively, the "**Property Documents**").

3.2 Limited Non-Exclusive License. Land Trust grants to City for the term of this Agreement, a limited non-exclusive license for City and its representatives, agents, contractors, and invitees (collectively with City, "**City Parties**") to enter the Property at reasonable times on at least two (2) days prior notice to Land Trust (which notice may be by email or telephone) and at City's own cost, expense, and risk, to inspect, investigate, test, and study the Property to learn the physical condition of the Property. Land Trust will have no obligation to pay any amounts relating to City due diligence and Property investigations, including, but not limited to, the cost of any reports, inspections, tests, and studies. City may not conduct any invasive tests of soil, environmental, or groundwater conditions without Land Trust's prior written consent. This limited license will be deemed revoked on termination of this Agreement.

3.3 City Covenants and Indemnity. City agrees for itself and the other City Parties that, in connection with all work permitted under this Section, they will: (a) not allow any hazardous materials to be released onto the Property; (b) comply with all applicable laws and governmental regulations; and (c) keep the Property free and clear of all mechanics' and materialmen's liens and other liens arising out of the entry or work performed by City Parties. City will indemnify, defend with counsel reasonably acceptable to Land Trust, and hold harmless Land Trust and its partners and their respective officers, directors, shareholders, partners, members, agents, contractors, successors and assigns (collectively with Land Trust, "**Land Trust Parties**") from and against all claims, liabilities, damages, losses, costs, or expenses (including reasonable attorneys' fees) (collectively, "**Claims**") arising from or relating to the entry on the Property by any City Parties; but City will not have any liability or be obligated to indemnify Land Trust for the mere discovery of any existing condition or the non-negligent exacerbation of an existing condition.

3.4 Property Condition Notices. On or before the Diligence Expiration Date, City will notify Land Trust in writing of any Property conditions to which it objects. Within ten (10) days after receipt of City's notice, Land Trust will notify City in writing of any of City's objections that Land Trust either refuses to cure or is unable to cure in the manner specified in City's notice. Land Trust will be deemed to have elected not to cure any of City's objections that are not addressed in Land Trust's notice; all of City's objections that Land Trust elects to cure must be cured by Land Trust before the Close of Escrow in the manner specified in City's notice or as otherwise acceptable to City. If Land Trust fails to deliver its responsive notice within the 10-day period, Land Trust will be deemed to have refused to cure any City's objections in the manner specified in City's notice at or before the Close of Escrow. In that case, City will have the right, by giving notice to Land Trust within five (5) business days after Land Trust notifies City of its refusal or inability to cure any one or more of the City's objections in the manner specified in City's notice, to: (a) terminate this Agreement, or (b) elect to proceed under this Agreement, thereby waiving its objection to such City's objections described in Land Trust's notice. If City elects to continue under this Agreement, then City will be deemed to have waived its objections and approved all of the matters described in this Section 3 and the Parties will proceed to Close of Escrow. If, on or before the Diligence Expiration Date, City fails to give Land Trust written notice that City elects to proceed to the Close of Escrow, then City will be deemed to have elected to accept the Property and proceed to Close of Escrow under the terms of this Agreement.

3.5 City Approvals. If City elects to accept the Property and proceed to the Close of Escrow as provided in Section 3.4 above, City will obtain all necessary approvals for City's acceptance of the Property within thirty (30) days after such election.

4. **Condition of Title; Title Insurance**.

4.1 Preliminary Title Report, Review, and Objections. As soon as possible after the opening of Escrow, Land Trust will cause the Escrow Company to provide Land Trust and City with (a) a current standard preliminary title report ("**Preliminary Title Report**") issued by the Escrow Company, showing the condition of title of the Property with copies of all documents referenced in the exceptions to the Preliminary Title Report; and (b) if available from the Escrow Company, a map or diagram of the Property depicting plottable easements, rights-of-way, and other plottable encumbrances on the Property for City's review and approval or disapproval. Such documents will include but are not limited to covenants, conditions, restrictions, reservations, easements, rights-of-way, liens, and other matters of record. On or before thirty (30) days after the date City receives the Preliminary Title Report and accompanying documents described above, City will deliver to Land Trust City's written disapproval of any title exceptions set forth on the Preliminary Title Report (the "**Disapproved Exceptions**") along with its desired title endorsements. Within ten (10) business days after Land Trust receives the Disapproved Exceptions, Land Trust will notify City in writing of any Disapproved Exceptions that Land Trust either refuses to cure or is unable to cure in the manner specified in City's notice. Land Trust will be deemed to have elected not to cure any Disapproved Exceptions that are not addressed in Land Trust's notice; all Disapproved Exceptions that Land Trust elects to cure must be cured by Land Trust before the Close of Escrow in the manner specified in City's notice or as otherwise acceptable to City. If Land Trust fails to deliver its responsive notice within the 10-business day period, Land Trust will be deemed to have refused to cure any Disapproved Exceptions in the manner specified in City's notice at or before the Close of Escrow. In that case, City will have the right, by giving notice to Land Trust within ten (10) business days after Land Trust notifies City of its refusal or inability to cure any one or more of the Disapproved Exceptions in the manner specified in City's notice, to: (i) terminate this Agreement, or (ii) elect to proceed under this Agreement, thereby waiving its objections to the Disapproved Exceptions described in Land Trust's notice.

4.2 Condition of Title; Vesting. At the Close of Escrow, Land Trust will convey to City the Property, subject to the Permitted Exceptions as defined at Section 4.3. City will confirm to the Escrow Company the vesting for City's interest in the Property at least ten (10) days before the Closing Date.

4.3 Permitted Exceptions. The term "**Permitted Exceptions**" means all of the following, collectively:

4.3.1 *Standard Exceptions*. The title insurer's standard printed exceptions and exclusions on its standard form of Title Policy as provided in this Agreement;

4.3.2 *Taxes*. Any non-delinquent and general and special real property taxes and assessments;

4.3.3 *Encumbrances*. All covenants, conditions, restrictions, exceptions, reservations, rights, rights-of-way, easements, liens and other matters of record affecting title as shown in the Preliminary Title Report and approved or waived by City under Section 4.1 above;

4.3.4 *Exceptions Caused by the Insured*. Any exceptions directly or indirectly caused by the insured or the insured's agents, employees, or contractors; and

4.3.5 *Easement and Other Documents*. All instruments and documents recorded with the mutual written approval of Land Trust and City, including but not limited to the Easement

(provided, however that for the Land Trust Title Policy (defined below), only the Easement terms and conditions may be excepted from coverage, but not the terms creating the insured interest).

4.4 Title Insurance Policies.

4.4.1 *City's Title Policy*. City's interest in the Property will be insured by a CLTA Standard Coverage Owner's Policy of Title Insurance with such endorsements as City may reasonably require to be insured by the Title Company (defined below) on the Closing Date with the liability in the amount of the $973,750 (or such other amount as may be agreed upon between City and Title Company) and showing the interest in the Property vested in City, subject only to the Permitted Exceptions (as defined below) ("**City Title Policy**").

4.4.2 *Land Trust Policy*. Land Trust's Easement will be insured by a CLTA Standard Coverage or ALTA Coverage (with regional and survey exceptions) Owner's Policy of Title Insurance with such endorsements as Land Trust may reasonably require to be insured by the Title Company on the Closing Date with the liability in the amount of $2,921,250 and showing the Easement vested in Land Trust and the fee interest in the Property vested in City, subject only to the Permitted Exceptions (as defined below) ("**Land Trust Title Policy**").

4.5 No Additional Encumbrances. Land Trust covenants and agrees that, before the Closing Date, Land Trust will not cause or permit any encumbrances or liens upon the Property that will survive the Close of Escrow, other than encumbrances or liens, if any, that are approved by City in writing.

5. **Escrow and Closing**.

5.1 Title and Escrow Company. Escrow will be with First American Title Insurance Company, 899 Pacific St., San Luis Obispo, CA 93401-3615 (as Escrow holder, the "**Escrow Company**" and as title insurer, the "**Title Company**") Attn. Renee Brian, (805) 786-2034. rbrian@firstam.com.

5.2 Opening of Escrow. Within five (5) business days after the Effective Date, Land Trust will open the Escrow with the Escrow Company. Concurrently with the opening of the Escrow, the Parties will deliver a fully executed copy of this Agreement or counterparts executed by the Parties to the Escrow Company. The Escrow Company will immediately notify the Parties of its receipt of the fully executed Agreement or counterparts.

5.3 Escrow Company Instruction and Documents; Parties' Supplemental Instructions. Land Trust and City agree to execute, deliver, and be bound by any reasonable or customary supplemental escrow instructions of the Escrow Company or other instructions as may be reasonably required by the Escrow Company in order to consummate the transaction contemplated by this Agreement. In addition, the Parties, or either of them, may provide supplemental instructions to the Escrow Company in its closing of this transaction, consistent with the terms of this Agreement. Any supplemental escrow instructions may not conflict, amend or supersede any portions of this Agreement. If there is any inconsistency between any supplemental instructions and this Agreement, this Agreement will control with respect to any such inconsistency or conflict.

5.4 Conditions to Closing.

5.4.1 *City's Conditions*. The Closing and City's obligation to accept the Property is subject to the satisfaction (or waiver, in City's sole discretion) of the following conditions for City's benefit on or before the Closing Date, or such earlier date as is designated below for the satisfaction of such conditions:

5.4.1.1 Land Trust Documents and Funds. At least one (1) business day before the scheduled Closing, Land Trust has deposited with the Escrow Company:

(a) one (1) original duly executed, acknowledged, and dated grant deed in substantially the form attached as Exhibit C (the "**Deed**");

(b) one (1) original duly executed, acknowledged, and dated Easement;

(c) one (1) original duly executed Amended and Restated Endowment Agreement (unless the Parties have elected to deliver this document outside of Escrow);

(d) such other instruments and documents as may be reasonably required by the Escrow Company or Title Company to transfer the Property to City, non-foreign entity affidavit, and state tax forms, as applicable;

(e) any funds required to close the donation in accordance with its estimated closing statement prepared by the Escrow Company and approved by City.

5.4.1.2 Title. The Title Company is irrevocably committed to issue the City Title Policy, subject only to the Permitted Exceptions.

5.4.1.3 No Material Changes. There will have been no material adverse changes with respect to the physical or environmental condition of the Property.

5.4.1.4 Land Trust's Obligations. Land Trust will have timely performed all of the obligations required by the terms of this Agreement to be performed by Land Trust on or before the Closing.

5.4.2 *Land Trust's Conditions*. The Closing and Land Trust's obligations to convey the Property are subject to the satisfaction (or waiver, in Land Trust's sole discretion) of the following conditions for Land Trust's benefit on or before the Closing Date, or such earlier date as is designated below for the satisfaction of such conditions:

5.4.2.1 City Documents and Funds. At least one (1) business day before the scheduled Closing, City has deposited with the Escrow Company:

(a) one (1) original duly executed certificate of acceptance, to be attached by the Escrow Company to the Deed;

(b) one (1) original duly executed, acknowledged, and dated Easement;

(c) one (1) original duly executed and dated Preliminary Change of Ownership Report, if required;

(d) one (1) original duly executed Amended and Restated Endowment Agreement (unless the Parties have elected to deliver this document outside of Escrow);

(e) such other instruments and documents as may be reasonably required by the Escrow Company or Title Company to transfer the Property to City; and

(f) any funds required to close the donation in accordance with its estimated closing statement prepared by the Escrow Company and approved by Land Trust.

5.4.2.2 City's Obligations. City will have timely performed all of the obligations required by the terms of this Agreement to be performed by City on or before the Closing.

5.4.3 Nonwaivable Condition of Closing—Subdivision Map Act. The obligation of each Party to close the transaction contemplated by this Agreement is conditioned on compliance with the California Subdivision Map Act (California Government Code section 66410 *et seq*.) ("**Map Act**") or a determination that conveyance of the Property to City as contemplated in this Agreement is exempt from the Map Act. Notwithstanding anything to the contrary contained in this Agreement, this condition may not be waived by either Party. If either Party notifies the other Party that the conveyance of the Property to City as contemplated in this Agreement is not in compliance with or is not exempt from the Map Act, then this Agreement and the Escrow will terminate as of the date of the notice and the Parties will have no further obligation to each other under this Agreement except those expressly stated to survive the termination of this Agreement.

5.5 Close of Escrow. For purposes of this Agreement, the "**Closing**" or "**Close of Escrow**" means the recording of the Deed in the Official Records of Santa Barbara County, California. The date on which the Closing occurs is the "**Closing Date**." Close of Escrow will occur not later than thirty (30) days after City elects to proceed to Close of Escrow under Section 3.4 above, or such other date as mutually agreed by Land Trust and City. On the Closing Date, the Escrow Company will:

5.5.1 *Grant of Fee Title*. Attach the City's fully executed certificate of acceptance to the Deed and record them in the Official Records of Santa Barbara County Recorder's Office, California.

5.5.2 *Grant of Conservation Easement*. Record the fully executed Easement conveying the Conservation Easement to Land Trust.

5.5.3 *Title Insurance*. Issue to City the City Title Policy and issue to Land Trust the Land Trust Title Policy.

5.5.4 *Closing Documents*. Provide a conformed recorded copy of the Grant Deed and Easement to each the City and Land Trust and deliver to each Party all other Escrow documents including Amended and Restated Endowment Agreement (unless the Parties have elected to deliver that document outside of Escrow).

5.5.5 *Supplement Escrow Instructions*. Perform all other tasks as instructed under any supplemental escrow instructions as provided in Section 5.3 above.

5.6 Closing Costs. Land Trust will pay the Land Trust Title Policy premium; City will pay all other fees and charges of the Escrow Company, the cost of the premium for the City Title Policy, all costs and charges for recording the Deed and the Easement, and any and all documentary transfer taxes due in connection with the conveyance of the Property to City or conveyance of the Easement to Land Trust. The Escrow Company will prepare estimated closing statements for each Land Trust and City with the estimated

closing costs apportioned as set forth in the Section, which the Parties will deposit into Escrow at least five (5) business days before the Closing Date.

6. **Representations and Warranties**.

6.1 Land Trust's Representations and Warranties. Land Trust makes the following representations and warranties to City as of the date of this Agreement, each of which is material and is being relied upon by City, the continued truth and accuracy of which will constitute a condition precedent to City's obligations under this Agreement:

6.1.1 *Authority*. Land Trust has the right, power, and authority to donate, convey, and transfer the Property to City as provided in this Agreement and to enter into and carry out the terms of this Agreement and execute and deliver all of the documents referenced in this Agreement. No further consent of any person or entity is required in connection with the execution and delivery of or performance by Land Trust of the obligations under this Agreement.

6.1.2 *Other Agreements*. Except for the Permitted Exceptions or as otherwise disclosed to City in writing, there are, to Land Trust's actual knowledge, no agreements, oral or written, affecting or relating to the right of Land Trust with respect to all or any portion of the Property that are obligations that will materially or adversely affect the Property or City's interest therein, whether before or after the Close of Escrow.

6.1.3 *Threatened Action*. There are, to Land Trust's actual knowledge, no actions, suits, or other proceedings pending against or threatening or affecting the Property in law or in equity.

6.1.4 *Hazardous Substances*. To Land Trust's actual knowledge, other than disclosed in writing to City, no hazardous or toxic substances have been stored on the Property by Land Trust in violation of applicable laws nor is Land Trust aware of any such substances being stored or used on the Property by any other person or entity in violation of applicable laws.

6.1.5 *Representations at Closing*. Except as otherwise expressly stated in this Agreement, the representations and warranties of Land Trust will be true and correct in all material respects on and as of the Closing Date.

6.2 Limitation of Liability. As used anywhere in this Agreement, the terms "actual knowledge" and "to the actual knowledge of Land Trust" or generally to the knowledge or awareness of Land Trust refer to the actual knowledge of Devin Rothman without the obligation to undertake any investigation or inquiry, and without any personal liability for such person or any other employees or board members. Notwithstanding any provision of this Agreement to the contrary, Land Trust will not have any liability with respect to any of the representations and warranties set forth in this Agreement if, before the Close of Escrow, City receives actual notice of information (from whatever source, including, without limitation, as a result of City's investigations of the Property or written notice by Land Trust) that contradicts any representations and warranties, or renders any of the foregoing representations and warranties untrue or incorrect, and City with that knowledge nevertheless consummates the transaction contemplated by this Agreement. Without limiting or affecting any of the other limitations on Land Trust's liability set forth in this Agreement, Land Trust's aggregate liability under all representations, warranties, covenants, and other provisions of this Agreement and the documents delivered by Land Trust at Closing will be limited up to a maximum amount of $5,000.00. Notwithstanding any provision of this Agreement to the contrary, in no event will Land Trust be liable to City for indirect, special, consequential (including lost profits), or punitive damages arising out of or in connection with this Agreement. Any action, suit, or proceeding by Land Trust with respect to City's representations, warranties, covenants, and other provisions of this Agreement and the documents delivered by Land Trust at Closing must be commenced and served, if at all, on or before

the date that is nine (9) months after the Closing Date and, if not commenced and served on or before such date, such representations, warranties, covenants, and other provisions will lapse and hereafter be void and of no further force or effect. Notwithstanding anything to the contrary herein, the foregoing limitation of liability shall not apply to claims to the extent arising from Land Trust's fraud or willful misconduct.

6.3 City's Representation and Warranties. In consideration of Land Trust entering into this Agreement and as an inducement to Land Trust to convey the Property to City, City makes the following representations and warranties, each of which is material and is being relied upon by Land Trust, the continued truth and accuracy of which will constitute a condition precedent to Land Trust's obligations under this Agreement:

6.3.1 Authority. City has the right, power, and authority to enter into and carry out the terms of this Agreement and execute and deliver all of the documents referenced in this Agreement. No further consent of any person or entity is required in connection with the execution and delivery of or performance by City of its obligations under this Agreement.

6.3.2 Validity of Agreement. This Agreement is a valid and binding obligation of City and enforceable against City in accordance with the terms of this Agreement.

6.3.3 Representations at Closing. Except as otherwise expressly stated in this Agreement, the representations and warranties of City will be true on and as of the Closing Date. Any action, suit, or proceeding by Land Trust with respect to City's representations, warranties, covenants, and other provisions of this Agreement and the documents delivered by Land Trust at Closing must be commenced and served, if at all, on or before the date that is nine (9) months after the Closing Date and, if not commenced and served on or before such date, such representations, warranties, covenants, and other provisions will lapse and hereafter be void and of no further force or effect.

7. **Arbitration of Disputes**. Any dispute between the Parties arising out of this Agreement, including but not limited to any issues of breach or default under this Agreement, will be resolved by binding arbitration in accordance with the rules of the American Arbitration Association. In connection with such arbitration, the arbitrators will not have the right to vary from the requirements of California law.

8. **Notices, Demands and Communications Between the Parties**. All notices, demands, and communications between Parties must be given by personal service, overnight courier, or by registered or certified mail, postage prepaid, return receipt requested, to the principal offices of each Party, as set forth below or by email to the email addresses provided below. Such written notices, demands, and communications may be sent in the same manner to such other addresses as either Party may from time to time designate by mail as provided in this Section.

To: Land Trust	To: City
Executive Director The Land Trust for Santa Barbara County 1530 Chapala Street Santa Barbara, CA 93101 Email: drothman@sblandtrust.org	City Manager City of Carpinteria 5775 Carpinteria Avenue Carpinteria, CA 93013 Email: MichaelR@carpinteriaca.gov

Any written communication given by mail will be deemed delivered two (2) business days after such mailing date; any written communication given by overnight delivery service will be deemed delivered one (1) business day after the dispatch date; and any written communication delivered by email will be deemed delivered on the date sent if sent during business hours on a business day (and on the next business day if

sent after business hours or on a non-business day) and the sender receives no indication of any unsuccessful delivery, but notices of default, dispute, or demanding mediation or arbitration must be sent by personal service, overnight courier, or by registered or certified mail, postage prepaid, return receipt requested, in addition to email.

9. **Non-Liability of Officials and Employees**. No member, official, or employee of City will be personally liable to Land Trust in the event of any default or breach by City or for any amount which may become due to Land Trust or on any obligation under the terms of this Agreement. No member, manager, officer, or employee of Land Trust will be personally liable to City in the event of any default or breach by Land Trust or for any amount which may become due to City or on any obligation under the terms of this Agreement.

10. **As Is and Release**.

10.1 AS-IS. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 6.1 OF THIS AGREEMENT OR IN ANY OF THE CLOSING DOCUMENTS EXECUTED IN CONNECTION HEREWITH, CITY HEREBY AGREES THAT, UPON THE CLOSE OF ESCROW, CITY WILL CONCLUSIVELY BE DEEMED TO HAVE ACCEPTED THE PROPERTY IN ITS THEN EXISTING CONDITION "AS IS, WHERE IS AND WITH ALL FAULTS" WITHOUT REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO THE PROPERTY'S CONDITION OR FITNESS FOR ANY PARTICULAR PURPOSE) AND WITH ALL FAULTS AND PROBLEMS OF ANY KIND AND/OR NATURE WHATSOEVER THAT MAY THEN EXIST, WHETHER THE SAME ARE OF A LEGAL NATURE, A PHYSICAL NATURE, OR OTHERWISE.

10.2 Release. City, on behalf of itself and its agents, representatives, successors, and assigns, hereby waives, releases, acquits, and forever discharges Land Trust and its agents, employees, attorneys, consultants, contractors, or representatives (or the successors and assigns of each of the preceding) of and from any and all claims, losses, fines, penalties, costs, damages, liabilities, demands, actions, causes of action, suits, and expenses of any nature whatsoever (including without limitation, reasonable attorneys' fees, court costs and litigation expenses), direct or indirect, known or unknown, foreseen or unforeseen, which City or any of City's successors, or assigns now has or which may arise in the future on account of or in any way related to or in connection with any past, present, or future aspect, feature, characteristic, circumstance, or condition arising out of or in connection with the Property, and City specifically waives the provisions of California Civil Code section 1542, which provides:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

The provisions of this Section 10 do not, however, release Land Trust from any of Land Trust's express obligations under this Agreement or from Land Trust's fraud or willful misconduct.

_____
CITY'S INITIALS

11. **General Provisions**.

11.1 Cooperation. The Parties will, whenever and as often as reasonably requested to do so by the other Party, execute, acknowledge, and deliver or cause to be executed, acknowledged, and delivered any and all documents and instruments as may be reasonably necessary, expedient, or proper in the reasonable opinion of the requesting Party to carry out the intent and purposes of this Agreement, provided that the requesting Party will bear the cost and expense of such further instruments or documents (except that each Party will bear its own attorneys' fees).

11.2 Construction. The provisions of this Agreement should be liberally construed to effectuate its purposes. The language of all parts of this Agreement will be construed simply according to its plain meaning and will not be construed for or against either Party, as each Party has participated in the drafting of this document and had the opportunity to have their counsel review it.

11.3 Interpretation. The headings of this Agreement are inserted for convenience and identification only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provisions hereof. This Agreement will be construed according to the fair meaning of its language. Unless the context clearly requires otherwise, (a) the plural and singular will each be deemed to include the other; (b) the masculine, feminine, and neuter genders will each be deemed to include all genders; (c) "shall," "will," or "agrees" are mandatory, and "may" is permissive; (d) "or" is not exclusive; (e) "include," "includes," "including," and "such as," are not intended to be restrictive, and lists following such words will not be interpreted to be exhaustive or limited to items of the same type as those described; and (f) "days," "months," and "years" means calendar days, months, and years, except if the last day for performance occurs on a Saturday, Sunday, or any legal holiday, then the next succeeding business day will be the last day for performance. Time is of the essence in this Agreement.

11.4 Successors and Assigns. This Agreement is binding on and will inure to the benefit of the Parties and their respective heirs, legal representatives, successors, and assigns.

11.5 Governing Law. The validity and interpretation of this Agreement is governed by the laws of the State of California without giving effect to the principles of conflict of laws, with venue for all purposes to be proper only in the County of Santa Barbara, State of California.

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

11.7 Counterparts; Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which will constitute one and the same Agreement. This Agreement may be validly executed and delivered by portable document format (.pdf) or image file or using an electronic signature software service complying with the United States federal ESIGN Act of 2000 and California Uniform Electronic Transactions Act (e.g., "DocuSign"). Email or other electronic delivery of an executed signature page by .pdf or image file or using such electronic signature service will be as effective and binding as delivery of a manually executed counterpart of this Agreement.

11.8 Good Faith. The Parties agree to exercise their best efforts and utmost good faith to effectuate all the terms and conditions of this Agreement and to execute such further instruments and documents as are necessary or appropriate to effectuate all of the terms and conditions of this Agreement.

11.9 Waiver. The waiver of any breach of any provision of this Agreement by any Party to this Agreement will not be deemed to be a waiver of any proceeding or subsequent breach under the Agreement,

nor will any waiver constitute a continuing waiver. No waiver will be binding unless executed in writing by the Party making the waiver.

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

11.11 Recitals; Exhibits. The recitals and exhibits hereto are integral components of this Agreement and are hereby incorporated herein by this reference.

Remainder of Page Intentionally Left Blank; Signatures Appear on Following Page

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

The Land Trust For Santa Barbara County,
a California nonprofit public benefit corporation

By: _____
Name: Meredith Hendricks
Title: Executive Director

Date Signed: _____

City of Carpinteria,
a California municipal corporation

By: _____
Name: Natalia Alarcon
Title: Mayor

Date Signed: _____

Attest: _____
Print Name: Brian C. Barrett
Print Title: City Clerk

Approval as to Form:

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

Exhibit A

Legal Description

Real property in the City of Carpinteria, County of Santa Barbara, State of California, described as follows:

That portion of RANCHO EL RINCON in the County of Santa Barbara, State of California, described as follows:

Beginning at a point on the Westerly boundary of the land conveyed to Alyce Brooks by the deed recorded August 10, 1948 as Instrument No. 11163 in Book 799, Page 105 of Official Records in the office of the County Recorder of said county and shown on the map filed in Book 30, Page 166 of record of surveys in the office of said county Recorder, at the most Northerly corner of the land described in parcel Two in the deed to the State of California recorded October 31, 1968 as Instrument No. 33906 in Book 2250, Page 689 of said Official Records, being Northerly along said Westerly line 69.84 feet from the Northeasterly line of the S.P. railroad right of way shown on said map; thence Northerly along said Westerly line 310 feet more or less, to the intersection with the Southwesterly boundary line of the land described in the deed to the State of California recorded February 8, 1967 as Instrument No. 3460 in Book 2180, Page 772 of said Official Records; thence Southeasterly along said Southwesterly line, 13.08 feet to an angle point, 148.70 feet to an angle point, 103.36 feet to an angle point and 8.07 feet to the Northwesterly corner of the land described in Parcel One in the first mentioned deed to the State of California; thence Southerly along the Westerly boundary line of said Parcel One, 63.09 feet to an angle point and Southeasterly along the Southwesterly boundary line of said Parcel One, 60.53 feet to an angle point on the general Southwesterly boundary line of the land described in Parcel One in the deed to the State of California recorded September 22, 1966 as Instrument No. 30708 in Book 2166, Page 573 of said Official Records; thence Easterly and Southeasterly along said general Southwesterly line; 2.16 feet to an angle point, 102.8 feet to an angle point, 60.58 feet to an angle point and 183.87 feet to the intersection with the Northwesterly boundary line of the land described in the deed to the State of California recorded August 26, 1966 as Instrument No. 27836 in Book 2163, Page 785 of said Official Records; thence Southwesterly along said Northwesterly line 44.92 feet to the most Easterly corner of the land described in parcel Two of said deed to the State of California recorded in Book 2166, Page 573 of Official Records; thence Northwesterly along the Northeasterly boundary line of said last mentioned Parcel Two, to and along the Northeasterly line of the above mentioned Parcel Two in the deed recorded in Book 2250, Page 689 of said Official Records, 453 feet, more or less, to the Point of Beginning.

Excepting an undivided 5% of all oil, gas and other minerals in, on or under the surface of said premises as reserved by T. H. Canfield and Opal A. Canfield in deed to James F. Slaybaugh and Beulah Pearl Slaybaugh, recorded in Book 798, Page 162 of Official Records, of said county, and filed on August 10, 1948 as Torrens Instrument No. 2414, in the office of the registrar of land titles of said county.

Also excepting therefrom an undivided 10% of all oil, gas and other minerals in, on, or under the surface of said premises, as reserved by James F. Slaybaugh and wife, in deed to Alyce Brooks, recorded in Book 799, Page 105 of Official Records, records of said county, and filed on August 10, 1948 as Torrens Instrument No. 2415 in the office of the registrar of land titles.

Also excepting therefrom an undivided 30% of all oil, gas and other minerals in, on or under that portion of said land as reserved in deed from Donald D. Davis and Charlotte Davis, husband and wife, recorded November 2, 1957 as Instrument No. 24403 in Book 1487, Page 586 of Official Records of said county. Also excepting therefrom as to the remaining, all oil, oil rights, minerals, mineral rights, natural gas, natural gas rights, and other hydrocarbons by whatsoever name known that May be within or under the parcel of land hereinabove described, together with the perpetual right of drilling, mining, exploring and operating therefor and removing the same from said land or any other land, including the right to whipstock or directionally drill and mine from lands other than those hereinabove described, oil, or gas

wells, tunnels and shafts into, through or across the subsurface of the land hereinabove described, and to bottom such whipstock or directionally drilled wells, tunnels and shafts under and beneath or beyond the exterior limits thereof, and to redrill, retunnel, equip, maintain, repair, deepen and operate any such wells or mines, without, however, the right to drill, mine, explore and operate through the surface or the upper 100 feet of the subsurface of the land hereinabove described or otherwise in such manner as to endanger the safety of any highway that may be constructed on said lands, as excepted in deed from James L. Ferry, Jr., as trustee of the James L. Ferry, Jr. And Mary Ella Ferry revocable trust to Santa Barbara dinner house, a limited partnership, recorded July 24, 1981 as Instrument No. 81-30379 of Official Records.

Exhibit A-1

Depiction of Property

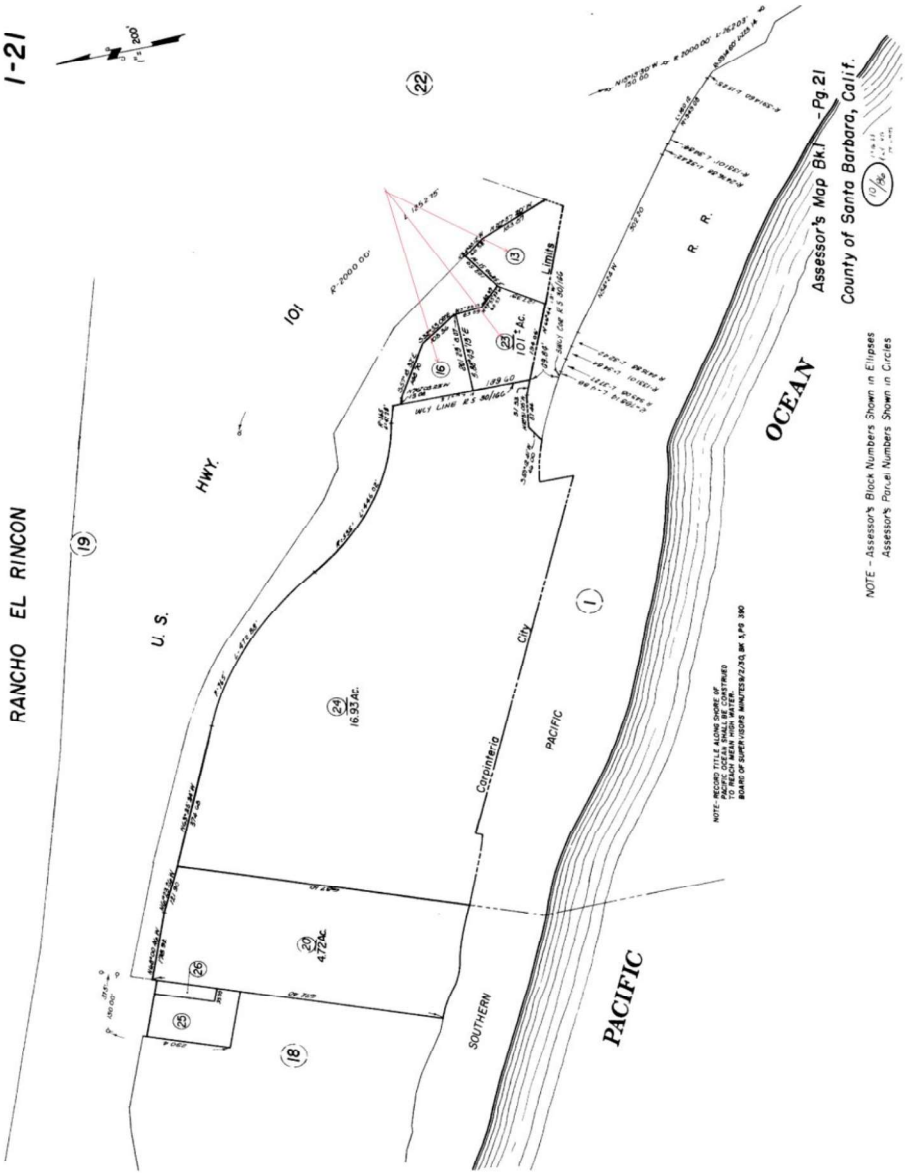

Exhibit B

Form of Conservation Easement

[to be attached]

Exhibit C

Form of Grant Deed

RECORDING REQUESTED BY,
AND WHEN RECORDED MAIL TO:

City of Carpinteria

_____
_____
Attn: _____

MAIL TAX STATEMENTS TO SAME
ADDRESS AS ABOVE

_____

Space above this line for Recorder's Use Only

Exempt from Recording Fees Gov't Code §§ 27383, 27388.1

APNs: 001-210-013, 16, & 23

Documentary transfer tax is $ _____
() computed on full value of property conveyed, or
() computed on full value less value of liens and encumbrances remaining at the time of sale.
() Unincorporated area (X) City of Carpinteria
(X) Realty not sold. GIFT

GRANT DEED

For good and valuable consideration, the receipt of which is hereby acknowledged, **The Land Trust for Santa Barbara County**, a California nonprofit public benefit corporation does hereby grant and convey to **City of Carpinteria**, a California municipal corporation ("**Grantee**"), all the real property situated in the County of Santa Barbara, State of California, described at Exhibit A attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD, the above granted and described premises, together with all tenements, hereditaments, and appurtenances, including improvements, fixtures, timber, water, crops, oil, gas and minerals located in, under, and on it, and all rights appurtenant to it, including, but not limited to, timber rights, water rights, grazing rights, access rights, and oil, gas and mineral rights, development rights, air rights, and all other rights, privileges, licenses, and permits owned by Grantor and in any way related to or accruing to the use and benefit of that real property, unto Grantee, and its assigns.

AND warrant the title to the same, against any challenge claiming by, through or under, Grantor, but not otherwise.

[Remainder of page left intentionally blank; signature page to follow]

IN WITNESS WHEREOF, Grantor has executed this instrument on _____, 20__

The Land Trust for Santa Barbara County,
a California nonprofit public benefit corporation

By: _____
Name: _____
Title: _____

[Acknowledgment]

EXHIBIT A

LEGAL DESCRIPTION

[legal description **to be attached** to execution version]

Exhibit D

Amended and Restated Endowment Agreement

[to be attached]

EXHIBIT 2 TO RESOLUTION NO. 6449

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

THE LAND TRUST FOR SANTA
BARBARA COUNTY
Post Office Box 91830
Santa Barbara, California 93190-1830
Telephone: (805) 966-4520

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APNs: 001-210-013, 001-210-016, 001-210-023

DEED OF CONSERVATION EASEMENT

(RINCON GATEWAY)

This DEED OF CONSERVATION EASEMENT ("Easement") is made this _____ day of _____, 2026, by **CITY OF CARPINTERIA,** a California municipal corporation ("CITY"), in favor of **THE LAND TRUST FOR SANTA BARBARA COUNTY**, a California nonprofit public benefit corporation ("LAND TRUST") (each a "Party" and, collectively, "Parties"), for the purpose of granting in perpetuity the Easement and associated rights described below. This Easement shall be effective upon recordation in the Official Records of the County of Santa Barbara, State of California (such date of recordation, the "Effective Date").

RECITALS

A. CITY is the sole owner in fee simple of certain real property consisting of approximately 2.48 acres, located within the City of Carpinteria and the County of Santa Barbara, State of California, having an address of 6555 Carpinteria Avenue, identified as Santa Barbara County APNs 001-210-013, 001-210-016, and 001-210-023, and described in Exhibit A and depicted on Exhibit B, each attached hereto and incorporated herein by this reference (the "Property").

B. LAND TRUST is a publicly-supported, tax-exempt "qualified conservation organization" as defined by Sections 501(c)(3) and 170(h) of the Internal Revenue Code of 1986, as amended, and Section 23701(d) of the California Revenue & Taxation Code, and is eligible to hold this Easement pursuant to Section 815.3 of the California Civil Code. As certified by Resolution of its governing body, LAND TRUST accepts the responsibility of monitoring and enforcing the terms of this Easement and upholding its conservation purposes.

C. LAND TRUST raised significant private funds for the acquisition and preservation of the Property and to establish an endowment for its maintenance.

D. The Property possesses many attributes that are of importance to the people of Carpinteria, Santa Barbara County, and the State of California, including natural conditions, open space, habitat for native plants and wildlife, coastal access, trails for non-motorized recreation of many types,

and scenic views of the Property and of the Santa Barbara Channel, the Channel Islands, and the Santa Ynez Mountains (collectively, the "Conservation Values").

E. The current physical and biological conditions of the Property, as well as its current uses and state of improvement, are described in a baseline conditions report dated September 2025, and prepared by LAND TRUST, with the cooperation of CITY, consisting of maps, photographs, and other documents, and acknowledged by both Parties to be complete and accurate (the "Baseline Report"). As certified on the acknowledgement attached hereto as Exhibit C and incorporated herein by this reference, CITY and LAND TRUST acknowledge that the Baseline Report is accurate as of the Effective Date. Both CITY and LAND TRUST have received copies of the Baseline Report, which will be used by LAND TRUST to assist in its monitoring and enforcement of CITY'S compliance with this Easement. The Baseline Report, however, is not intended to preclude the use of other evidence by either Party to establish the baseline condition of the Property if there is a controversy over some aspect of that condition.

F. The grant of this Easement will further the purposes of the following clearly delineated governmental conservation policies:

> Section 815 of the California Civil Code, in which the California Legislature has declared that (1) "the preservation of land in its natural, scenic, agricultural, historical, forested, or open-space condition is among the most important environmental assets of California"; and (2) it is "in the public interest of this state to encourage the voluntary conveyance of conservation easements to qualified nonprofit organizations."
>
> Divisions 20 and 21 of the California Public Resources Code call for the protection, conservation, restoration, and enhancement of the environment of the California coastline.
>
> The Santa Barbara County Comprehensive Plan, as amended from time to time, which currently includes as two of its goals the preservation of natural systems and the preservation of open space.
>
> The City of Carpinteria General Plan, which contains many objectives and policies that support the preservation of land and open space for habitat and recreation:
>
> > Objective OSC-1: Protect, preserve and enhance local natural resources and habitats.
> >
> > Objective OSC-2: Preserve and restore the natural resources of the Carpinteria Bluffs.
> >
> > Objective OSC-15: Maintain the existing trail system and provide additional recreation and access opportunities by expanding the trail system.

G. CITY intends, as part of its General Plan update process, to consider re-designating and re-zoning the Property to a General Plan designation and zoning classification consistent with the maintenance and protection of the Conservation Values, such as Open Space/Recreation (General Plan designation) and Recreation (zoning classification).

H. CITY desires to convey to LAND TRUST, and LAND TRUST desires to accept from CITY, this Easement to ensure that the Conservation Values will be conserved and sustained in perpetuity and that no uses of the Property that are inconsistent with the protection of the Conservation Values will be allowed.

Deed and Agreement

In consideration of the recitals set forth above, and in consideration of their mutual promises and covenants, CITY hereby grants and conveys to LAND TRUST and all successors and assigns, and LAND TRUST hereby accepts, a perpetual conservation easement as defined by Section 815.1 of the Conservation Easement Act of 1979 (California Civil Code section 815 *et seq*.) over the Property, of the nature and character described in this Easement.

1. PURPOSE. The purpose of this Easement is to ensure protection of the Conservation Values (the "Purpose"). The Parties intend that this Easement will limit the use of the Property only to activities that are in conformance with the Purpose. As used in this Easement, the terms "significantly impair" and "significant impairment" shall mean to diminish in quantity, quality, value, strength or viability for more than a transient period.

2. AFFIRMATIVE RIGHTS CONVEYED TO LAND TRUST.

To accomplish the Purpose, CITY hereby conveys the following rights and interests to LAND TRUST to the extent they are carried out in accordance with applicable federal, state, and county laws and ordinances, and CITY Regulation(s) (as defined in Section 6 below) (collectively, "Applicable Law"), and subject to acquiring any required regulatory approvals:

(a) Identify, Preserve, and Protect Resources and Values. To identify, preserve, and protect in perpetuity the character, use, utility, soil and water quality, and the Conservation Values of the Property.

(b) Monitor Uses and Practices. To enter upon, inspect, observe, and study the Property for the purposes of identifying the current uses and practices thereon and the baseline condition thereof, to conduct research on and make scientific observations of the ecological systems, and to monitor the uses and practices regarding the Property to determine whether they are consistent with this Easement. Except in cases where LAND TRUST determines, in its reasonable discretion, that immediate entry is required to investigate a use or condition on the Property in order to monitor, prevent, terminate, or mitigate a violation or potential violation of the terms of this Easement, such entry shall be permitted upon prior notice to CITY and shall be made in a manner that will not unreasonably interfere with CITY'S management, compliance with this Easement, and the public's use of the Property.

(c) Prevent Significant Damage to Conservation Values. Subject to compliance with the notice requirements contained herein, to prevent any activity on or use of the Property as provided in this Easement that is inconsistent with the Purpose or may cause significant damage to the Conservation Values, to require the restoration of such areas or features that may be damaged by any inconsistent activity or use, and to otherwise enforce the terms of this Easement.

(d) Implement Conservation Improvements. To develop and implement, in consultation with and upon agreement by CITY, which shall not be unreasonably withheld, projects for the purpose of identifying and promoting ecological improvements or enhanced management techniques which may restore or enhance the Property. Such improvements and/or techniques shall not impose involuntary costs on CITY and shall not unduly interfere with uses expressly permitted under this Easement. Such projects may include, but are not limited to, planting and/or maintaining native vegetation on the Property; controlling and removing non-native vegetation, noxious weeds, and feral and non-native animals on the Property; undertaking actions to introduce or reintroduce native animal species known to occur, or to have occurred in the area of the Property; construction of wetland and recreational access features; and erecting, maintaining, and/or removing fencing on the Property.

(e) Install and Maintain Signage. To install and maintain a sign or signs or other appropriate markers in prominent locations on the Property bearing information indicating that the Property is protected, marking trails, recognizing partners and donors, or providing educational information about the Property and the surrounding natural and historical resources. The design, size, and wording of the signage shall be determined by CITY and LAND TRUST, and LAND TRUST shall be responsible for the costs of erecting and maintaining such signs or markers unless CITY accepts responsibility for such signage. All signs shall be sited and designed in accordance with the Purpose and shall not significantly impair the Conservation Values.

3. PERMITTED USES AND PRACTICES THAT ARE COMPATIBLE WITH THIS EASEMENT.

CITY and LAND TRUST intend that this Easement shall confine the uses of the Property to those uses that are consistent with the Purpose of this Easement. The following uses and practices, if conducted in accordance with Applicable Law, applicable regulatory approvals, and the Management and Improvement Plan (as defined in Section 3(a) below), if applicable, are specifically permitted and constitute compatible uses under this Easement and are therefore reserved to CITY, its personal representatives, successors, and assigns, as provided below.

(a) Management and Improvement Plan. CITY may develop and implement a resource management and improvement plan that shall include a public access component ("Management and Improvement Plan"). The Management and Improvement Plan shall be a guiding document for protecting, restoring, and enhancing the significant, undeveloped and relatively natural ecosystems and cultural resources, while providing compatible public recreational use. At a minimum, the Management and Improvement Plan shall include a description of (1) the existing conditions of the Property, (2) the management goals for the Property, (3) the recommended methods and activities for reaching the management goals, and (4) the process to monitor, evaluate, and, if necessary, adapt over time to reach the management

goals. It is not the intent of the Management and Improvement Plan to include a formal master plan for long-term recreational use. Best management practices will be incorporated into the Management and Improvement Plan to ensure that all management activities are conducted in a manner that is consistent with the terms of this Easement. The City also owns the adjacent approximately 21.65-acre property at 6351 Carpinteria Avenue, APNs: 001-210-020 and 001-210-024 commonly called the "Rincon Bluffs" property, which is encumbered by a conservation easement also held by LAND TRUST. The Parties contemplate that the Property and this Easement and the Rincon Bluffs property and conservation easement may be managed under a single Management and Improvement Plan.

The Management and Improvement Plan and any future updates and amendments will be subject to review and approval by LAND TRUST, which approval shall not be unreasonably withheld. LAND TRUST'S review and approval of the Management and Improvement Plan and any future updates and amendments shall be limited to ensuring the Management and Improvement Plan's consistency with the terms, conditions, and Purpose of this Easement.

The Management and Improvement Plan shall not be implemented on the Property until LAND TRUST has approved it. Once LAND TRUST has approved the Management and Improvement Plan, uses and improvements described in that approved Management and Improvement Plan, and all development necessary to implement those described uses and improvements, shall be deemed to be consistent with the Purpose of this Easement and shall be permitted on the Property without further notice to or approval by LAND TRUST required; provided that all such uses and improvements, and all development necessary to implement those described uses and improvements, are consistent with the Purpose and other terms and conditions of this Easement.

(b) Recreational Trails and Maintenance. CITY may develop, maintain, reroute, restore, and improve public recreational trails on the Property in compliance with the Management and Improvement Plan and Applicable Law and undertaken in a manner so as to minimize significant impairment of the Conservation Values. Such trails shall be designed and located in consultation with LAND TRUST. With LAND TRUST'S prior written approval, which shall not be unreasonably withheld, certain sections of such trails may be paved to accommodate persons with mobility disabilities so long as such paving is undertaken in a manner so as to minimize significant impairment of the Conservation Values.

(c) Parking. CITY may construct a single parking lot of no more than 25,000 square feet at the location on the Property as depicted in Exhibit D, attached hereto and incorporated herein by this reference; provided, however, that if CITY elects to construct parking on the Rincon Bluff property, the number of parking spaces on the Property may be reduced by Land Trust in its reasonable discretion. Additional parking facilities on the Property may be constructed only with prior written approval of LAND TRUST, which approval shall not be unreasonably withheld, and only if necessary to support documented public recreational use of the Property. Parking revenue collected, if any, shall be used for Property management and maintenance. Notwithstanding the prohibition on camping provided in Section 4(e) below, CITY may use any parking facilities constructed on the Property to support CITY's program providing safe overnight parking primarily

for persons at risk of homelessness and similar programs, so long as such use does not cause a nuisance, complies with all Applicable Laws, and does not significantly impair the Conservation Values.

(d) Structures. Not including any structures constructed pursuant to Section 3(l), CITY may construct no more than one (1) one-story building (not exceeding 800 square feet of total combined building footprint and not to exceed sixteen (16) feet in height) limited to restroom, equipment storage, and interpretive uses. Building shall be sited as close to Carpinteria Avenue as cost-effective engineering, architectural, and aesthetic design allows and in no event more than one hundred fifty (150) feet from Carpinteria Avenue. CITY may also construct overlooks and erosion-control structures along the edge of the bluff to provide for safe public access to the edge of the bluff.

(e) Signage. CITY may construct signs or other appropriate markers in prominent locations on the Property bearing information that the Property is protected, marking trails, recognizing donors and supporters, and providing educational information about the Property and the surrounding natural and historical resources. All signs shall be sited and designed in accordance with the Purpose and shall not significantly impair the Conservation Values.

(f) Fences. CITY may construct permanent or temporary fences for the purposes of closing areas to public access, managing vegetation or habitat, preventing vehicle access to the Property, and for the health or safety of the public. All fences shall be constructed in compliance with the Management and Improvement Plan and Applicable Law and shall be designed and sited to minimize significant impairment of the Conservation Values.

(g) Public Access. The Property may be used by the public for noncommercial passive recreational uses such as wildlife viewing, walking, hiking, biking, and birdwatching, provided that all public access shall be compatible with the Purpose.

(h) Vegetation Management and Removal, and Habitat Restoration and Improvement Projects. CITY, in consultation with and upon agreement by LAND TRUST, which shall not be unreasonably withheld, may (1) mow or remove vegetation on the Property for trail management, weed control, and fire prevention, and as provided below; (2) develop and implement projects which may restore or enhance the Conservation Values of the Property, including, but not limited to, planting and/or maintaining native vegetation on the Property; controlling and removing non-native vegetation and noxious weeds on the Property; undertaking actions to introduce or reintroduce native animal species known to occur, or to have occurred in the area of, the Property; and construction of wetland features on the Property; and (3) support new native plantings with irrigation system installations in accordance with sound, generally accepted management practices. Actions authorized under this Section 3(h) shall be undertaken in compliance with the Management and Improvement Plan and Applicable Law, shall not impose involuntary costs on LAND TRUST, and shall not unduly interfere with other permitted uses.

The control (using selective control techniques) and removal of non-native invasive vegetation is permitted and encouraged. CITY may clear or trim native vegetation only as provided above in this Section 3(h)and:

(1) To maintain defensible space, pursuant to the Fire Department with jurisdiction, around structures, roads, and utilities.

(2) In an emergency when necessary to prevent personal injury or property damage, such as flood or fire. CITY shall notify LAND TRUST prior to or as soon as possible after beginning any emergency clearing, as set forth in Section 8(a).

(3) To control insects and disease or promote the ecological health of the trees or vegetative community, including thinning of undergrowth and removal of senescent dead and decadent plant material, under the direction of a qualified biologist and in a manner consistent with the Purpose of this Easement.

(i) Special Events. CITY may allow special events, such as social, recreational, and educational events, that do not significantly impair the Conservation Values. Any special event shall not exceed a maximum of twelve (12) hours in duration. CITY may allow up to six (6) special events per year, each with a maximum of 250 persons. CITY may allow additional special events exceeding 250 persons upon prior written approval of LAND TRUST, which shall not be unreasonably withheld. Revenue collected by the CITY from such events, if any, shall be used for management and maintenance of the Property.

(j) Routine Maintenance, Repair, and Installation. CITY may maintain, repair, and replace structures, fences, roads, recreational trails, drainage ditches, underground utilities and other improvements, both existing and approved pursuant to this Easement. Notwithstanding Sections 4(m) and 4(o), with prior written notice to LAND TRUST, CITY may alter topography, watercourses, and drainage features on the Property when necessary to maintain or repair drainage features or avoid damage to other real property and/or to manage coastal erosion, provided that such activities shall not significantly impair the Conservation Values. In addition, CITY shall have the right to repair or reconstruct in its same general size, location, and function any damaged or destroyed structure or facility that was in existence on the Effective Date of this Easement or subsequently constructed pursuant to the terms hereof. Any repair or reconstruction not meeting these requirements shall require LAND TRUST'S prior written approval, which shall not be unreasonably withheld.

(k) Response to Emergency Needs. In a short-term emergency (defined as an emergency lasting thirty (30) days or less) on the Property, with prior written notice to LAND TRUST where reasonably feasible under the circumstances, CITY may take such limited and temporary actions, including interrupting public access and closing trails, as are reasonably necessary to protect the health and safety of persons, property, and the Property, but only to the extent necessary for such protection and provided such actions are in compliance with Applicable Law. In cases where prior written notice to LAND TRUST is not possible in advance of taking such emergency action, CITY shall provide LAND TRUST with written notice as soon as is reasonably feasible under the circumstances. If emergency actions taken in accordance with this Section 3(k) continue for more than thirty (30) days, CITY shall obtain LAND TRUST'S approval, which shall not be unreasonably withheld, to continue such emergency actions.

(l) Water Resources. CITY may, with prior written notice to LAND TRUST, develop and maintain water resources and improvements, such as an irrigation system including tanks for harvesting rainwater, wells, water pipes, and drip lines, and/or watering trucks for the purpose of maintaining appropriate plant species and preventing dust within the Property, provided that such activities do not significantly impair the Conservation Values. Structures for any water well system shall be recessed or otherwise designed to minimize significant visual impairments. Any other artificial surface-water reservoirs, water resources, water-related improvements, or ponds may not be developed or maintained in the Property, except as described in Section 3(h) for purposes of habitat restoration or improvement.

(m) Control of Animals and Non-Native Plants. CITY may control problem animals and non-native species by the use of selective control techniques consistent with preservation of the Conservation Values. The term "selective control techniques" means the use of techniques or methods that are targeted to control the problem species with the least practicable impact on humans and other plants or animals.

(n) Utility Easements. CITY may provide for underground utility easements to public and quasi-public utilities, provided that such uses do not significantly impair the Conservation Values. Any proceeds from the sale of a utility easement shall be used by CITY for the benefit of the Property.

(o) Temporary Structures. CITY may, subject to all Applicable Laws, allow small temporary structures, such as platforms, umbrellas, shade structures, fencing, tables and/or seating, to be erected for periods not exceeding twelve (12) hours.

4. PROHIBITED USES AND PRACTICES THAT ARE NOT COMPATIBLE WITH THIS EASEMENT.

Any activity on or use of the Property that is inconsistent with the Purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are inconsistent with the Purpose of this Easement and are expressly prohibited.

(a) Subdivision. The Property consists of one (1) legal parcel, even though it may be identified by multiple Assessor's Parcel Numbers (APNs) or tax parcels. CITY shall not apply for or otherwise seek recognition of additional legal parcels within the Property based on certificates of compliance or any other authority. The following uses are inconsistent with the Purpose and are prohibited: (1) the division or subdivision of the Property (whether by physical, legal, or any other process); and (2) the sale or conveyance of any portion of the Property separate from the sale or conveyance of the Property as a whole.

(b) Residential, Agricultural, Retail, Vending Machines, Commercial or Industrial Uses. The establishment of any residential, agricultural, retail, commercial, or industrial uses, including the construction, placement or erection, of any commercial structures, vending machines, or advertising is prohibited; provided, however, that the recreational and parking uses specified in Sections 3(c) and 3(d), including automated equipment to manage public parking, shall not be considered commercial uses if operated by CITY, a qualified nonprofit

organization, or a subcontractor of CITY. Temporary retail sales on the Property during an event allowed under Section 3(i) above or for the sole benefit of a tax-exempt entity under the Internal Revenue Code shall not be deemed a retail use.

(c) Construction of Buildings, Facilities and Other Structures. Except as expressly provided herein, the construction of any building, facility or structure of any type is prohibited.

(d) Paving and Road Construction. Except as permitted in Section 3 of this Easement, there shall be no road construction or paving within the Property. For purposes of this Section 4(d), "paving" shall include the covering of the soil surface with concrete, asphalt, or other impervious surface, but shall not include the application of gravel, decomposed granite, or other permeable surfaces to stabilize unpaved roads and trails.

(e) Camping and Overnight Use. Except as provided in Section 3(c) above, the use of the Property for camping or for recreational use after sunset and before sunrise is prohibited.

(f) Fires or Barbecue Pits. The use of fires (except by CITY for fire and/or biological management purposes), fireworks, firearms, fire pits, barbecues, or similar activities or devices is prohibited.

(g) Night Lighting or Amplified Sound. The use of any night lighting is prohibited within all areas of the Property, except for security or safety purposes limited to parking permitted under Section 3(c) and the permitted structures described in Section 3(d) and provided that such lighting is shielded to minimize direct glare, is protective of dark night skies, and minimizes spill light outside the immediate area. In addition, the use of any amplified sound is prohibited, except as allowed with a special event permit issued by CITY for events that do not significantly impair the Conservation Values.

(h) Use of the Property for Solar or Wind Energy Generation. The use of the Property for energy production or transmission, including but not limited to solar or wind energy generation, is prohibited, except for use of solar panels on those structures described in Section 3(d) to provide energy to those structures.

(i) Motorized Vehicles. The use of motorized and/or off-road vehicles including motorcycles is prohibited outside the designated parking lot(s), with the exception of the following: (1) the use by CITY or others under CITY'S control for fire and/or biological management, security patrol, restoration, construction, maintenance, health and safety, educational events, and/or law enforcement purposes; and (2) the use of Other Power-Driven Mobility Devices, as defined under the Americans with Disabilities Act, 42 U.S.C. § 12101 *et seq*., by persons with mobility disabilities. Parking of motorized vehicles (except on a temporary basis in association with the activities set forth in this Easement) is prohibited on any portion of the Property, with the exception of improved parking lots as provided for in Section 3(c). At CITY'S discretion, CITY, as part of any special event permit issued for use of the Property, may authorize a limited number of motor vehicles to drive and park on the Property outside the designated parking lot(s) for logistical reasons, provided that such use does not significantly impair the Conservation Values.

(j) Signs. No billboards or signs shall be erected in the Property, except as specifically permitted in Sections 2(e) and 3(e).

(k) Dumping or Disposal. The dumping or other disposal of wastes, refuse, or debris on the Property is prohibited, with the exception of temporary storage of waste generated on the Property for periodic removal off-site.

(l) Erosion. Any use or activity that causes significant degradation of topsoil quality, significant pollution, or a significant increase in the risk of erosion affecting the Conservation Values is prohibited.

(m) Alteration of Topography. Except as necessary to implement the permitted uses set forth in Section 3 of this Easement or as otherwise explicitly provided for this Easement, any alteration of the general topography or natural drainage of the Property, including, without limitation, the excavation or removal of soil, sand, gravel, or rock is prohibited.

(n) Mining.

(1) Surface Mining. The mining, extraction, or removal of soil, sand, gravel, oil, natural gas, fuel, or any other mineral substance, using any surface or subsurface mining method, is prohibited.

(2) Mineral Rights. Any right, title, and interest in subsurface oil, gas, and minerals owned by CITY shall not be sold separately from the surface property.

(o) Watercourses. The alteration or manipulation of watercourses located on the Property is prohibited, except as specifically permitted in Section 3(h), (j), (k), and (l).

(p) Native Vegetation Management. The cutting or clearing of native vegetation is prohibited in areas outside of trails and around permitted parking areas or structures, except as provided in Section 3(h) above.

(q) Planting of Non-Native Plants. The intentional introduction of plants that are not native to the coastal areas of Santa Barbara and Ventura Counties is prohibited.

(r) Storage. Long-term storage of any materials (pipes, lumber, and other construction material) or vehicles is prohibited, except when those items are necessary for an active construction or restoration project within the Property.

(s) Mitigation Use of Property. The use of the Property for mitigation purposes is expressly prohibited. CITY shall not use or allow the use of any portion of the Property for mitigation purposes (in other words, to compensate for adverse changes to the environment elsewhere).

(t) Other Incompatible Uses. Any activity or use that will significantly impair the Conservation Values or interfere with the restoration and/or enhancement of the Conservation

Values is prohibited. Such incompatible uses or activities include but are not limited to off-trail equestrian activities; paintball games; bicycle motocross courses (BMX) or other sports or hobby activities that generate noise, damage grassland areas or coastal sage scrub; harvesting of plants or plant products; and frequent large gatherings that interfere with the public's passive enjoyment of the natural qualities of the Property. To protect the Conservation Values, and upon prior written notice to LAND TRUST, CITY, in its reasonable discretion, may adopt further restrictions on uses and practices otherwise constituting permitted uses and practices under this Easement.

5. RESERVED RIGHTS. CITY reserves to itself, and to its personal representatives, successors and assigns, all rights accruing from the ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited or limited herein and are not inconsistent with the Purpose of this Easement. Without limiting the generality of the foregoing, the following rights are expressly reserved:

(a) Water Rights. All right, title, and interest in and to all tributary and non-tributary water, water rights, and related interest in, on, under or appurtenant to the Property; provided, however, that such water rights are used on the Property in a manner consistent with the Purpose of this Easement.

(b) Mineral Rights. All right, title, and interest in subsurface oil, gas, and minerals to the extent owned by CITY.

6. REGULATORY AUTHORITY. CITY'S intent is to operate, maintain, and regulate the Property as part of its public park system. The Property remains subject to the full measure of CITY'S police powers and regulatory authority, including CITY'S Municipal Code and General Plan/Local Coastal Plan (each, a "CITY Regulation" and, collectively, "CITY Regulations"), and CITY does not relinquish or waive any such powers over the Property. Any activity or improvement proposed on the Property, including activities and improvements proposed pursuant to the terms of this Easement, are subject to all applicable CITY Regulations, and nothing in this Easement shall be construed to prevent CITY from taking any actions with respect to the Property when required to comply with any applicable CITY Regulation or Applicable Law or to subject CITY to liability for such actions. Notwithstanding anything contained herein to the contrary, if any term of this Easement conflicts with any CITY Regulation, or if CITY'S compliance with a CITY Regulation would constitute a violation of the terms of this Easement, CITY shall either amend this Easement (pursuant to Section 11 below), obtain a variance or waiver of the particular inconsistent CITY Regulation, or cause the Property to be transferred, subject to Applicable Law, to a qualified entity that agrees to assume the obligations of CITY under this Easement.

7. ENDOWMENT FUND. CITY and LAND TRUST, with approval from Citizens for the Carpinteria Bluffs, a California nonprofit public benefit corporation, and COSMAB (defined below), amended the endowment agreement between CITY and LAND TRUST initially applicable to Rincon Bluffs, to include the Property, such that the endowment fund that generates funds annually will be available and used by CITY for the operation, maintenance, and enhancement of Rincon Bluffs and the Property.

8. NOTICE OF ACTIVITIES.

(a) CITY Activities. Except as otherwise specifically provided in Section 3, prior to undertaking any significant improvements, alterations, and/or restoration/enhancement activities permitted under Section 3 or any activity that expressly requires prior notice to, or approval of, LAND TRUST, CITY shall notify LAND TRUST and all parties listed in Section 20 not less than thirty (30) days prior to the date CITY intends to undertake the activity in question. The notice shall be in writing and shall, with reasonable specificity, describe the nature, scope, design, location, and any other material aspect of the proposed activity. No notice is required when CITY undertakes routine maintenance or routine repairs of the Property pursuant to Section 3(j) above.

(b) LAND TRUST Activities. Prior to entry on the Property to conduct any activities that involve physical alteration of the Property or its natural resources, including but not limited to restoration and maintenance on the Property, LAND TRUST shall give thirty (30) days' written notice to CITY of its intent to enter the Property and undertake the planned activity. The notice shall be in writing and shall, with reasonable specificity, describe the extent of the activities to be undertaken by LAND TRUST.

(c) Notification of Permit Applications. Both CITY and LAND TRUST agree to notify the other Party upon either Party's submission of a permit application for any activity permitted under this Easement.

9. CARPINTERIA OPEN SPACE MANAGEMENT ADVISORY BOARD. CITY shall include the Property in the jurisdiction of the Carpinteria Open Space Management Advisory Board ("COSMAB") that advises CITY regarding development and use of Carpinteria Bluffs Nature Preserve and Viola Fields. COSMAB shall have members appointed by CITY'S City Council using procedures in conformance with other CITY advisory committees. COSMAB meetings shall be open to the public.

10. MEDIATION. If a dispute arises between the Parties concerning either Party's compliance with the terms of this Easement, either Party may refer the dispute to mediation by request made in writing upon the other; provided, however, that if such dispute involves an activity or proposed activity of either Party, mediation shall proceed only if that Party agrees to cease or not to commence such activity, as applicable, during the pendency of the mediation process. If both Parties agree, in their respective sole discretion, to mediation via written notice, within thirty (30) days of the receipt of such a request, the Parties shall select a single trained and impartial mediator. If the Parties are unable to agree on the selection of a single mediator, then the Parties shall, within fifteen (15) days of receipt of the initial request, jointly apply to the American Arbitration Association for the appointment of a trained and impartial mediator with relevant experience in real estate and conservation easements. Mediation shall then proceed in accordance with the following guidelines:

(a) Purpose. The purpose of the mediation is to: (1) promote discussion between the Parties; (2) assist the Parties to develop and exchange pertinent information concerning issues in the dispute; and (3) assist the Parties to develop proposals that will enable them to arrive at a mutually acceptable resolution of the controversy. The mediation is not intended to result in any

express or *de facto* modification or amendment of the terms, conditions, or restrictions of this Easement.

(b) Participation. The mediator may meet with the Parties and their counsel jointly or *ex parte*. The Parties agree that they will participate in the mediation process in good faith and expeditiously, attending all sessions scheduled by the mediator. Representatives of the Parties with settlement authority shall attend mediation sessions as requested by the mediator.

(c) Confidentiality. All information presented to the mediator shall be deemed confidential and shall be disclosed by the mediator only with the consent of the Parties or their respective counsel. The mediator shall not be subject to subpoena by any Party. No statements made or documents prepared for mediation sessions shall be disclosed in any subsequent proceeding or construed as an admission of a Party. Notwithstanding the foregoing, CITY may disclose any information when required by law, including the California Public Records Act.

(d) Time Period. Neither Party shall be obligated to continue the mediation process beyond a period of ninety (90) days from the date of the selection or appointment of a mediator or if the mediator concludes that there is no reasonable likelihood that continuing mediation will result in a mutually agreeable resolution of the dispute.

(e) Costs. The cost of the mediator shall be borne equally by LAND TRUST and CITY; the Parties shall bear their own expenses, including attorneys' fees, individually.

11. AMENDMENT. This Easement may be amended only with the written consent of CITY and LAND TRUST. The Party requesting the amendment shall provide to the other Party notice of any proposed amendment and reasonable opportunity for comment. Any such amendment shall be consistent with the Purpose of this Easement and the adopted amendment policy of LAND TRUST in effect at the time, shall not affect its perpetual duration, and shall comply with Sections 501(c)(3) and 170(h) of the U.S. Internal Revenue Code, California Civil Code section 815 *et seq.*, and any regulations promulgated in accordance with these statutes. All expenses related to both Parties' review, approval, and recordation of any amendment may be reimbursed pursuant to the endowment agreement referenced in Section 7.

12. REMEDIES.

(a) Notice of Violation. If either Party (the "Non-Breaching Party") determines that a violation of any of the terms, conditions, covenants, or restrictions contained in this Easement has occurred or is threatened by the other Party or anyone acting under its authority, either express or implied (the "Breaching Party"), the Non-Breaching Party shall give written notice to the Breaching Party of such violation and demand corrective action sufficient to cure the violation. The Non-Breaching Party will also cause a copy of same notice to be delivered to all entities listed in Section 20.

(b) Injunctive Relief. If the Breaching Party fails to cure the violation threatened or committed by the Breaching Party within a thirty (30)-day period after receipt of notice thereof from the Non-Breaching Party, or fails to continue diligently to cure such violation until finally cured after commencement of cure within said thirty (30)-day period, the Non-Breaching Party

may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement and/or to enjoin the violation by temporary or permanent injunction against the Breaching Party. The Non-Breaching Party shall provide notice of such action to all entities listed in Section 20, provided that failure to provide such notice is not cause for dismissal of the action.

(c) Damages; Costs of Restoration. The Non-Breaching Party, whether that be CITY or LAND TRUST, shall be entitled to recover monetary damages analogous to those provided in California Civil Code section 815.7(c) for damage to any of the Conservation Values caused by the Breaching Party. Where the Breaching Party's violation may cause, or has caused, damage to the Conservation Values, the court may order restoration of the Conservation Values so damaged to the condition that existed prior to any such injury. Without limiting the Breaching Party's liability therefor, the Non-Breaching Party may apply any damages recovered to the cost of undertaking any action to restore the Property and/or enhance the Property's Conservation Values, each where reasonably practicable (or, if not reasonably practicable, to conserve property within the Carpinteria Valley), after deducting all reasonable costs of suit, including reasonable attorneys' fees and consultant fees.

(d) Emergency Enforcement. If the Non-Breaching Party, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values caused by the Breaching Party, the Non-Breaching Party may pursue its remedies under this Section 12 without waiting for the period provided for cure to expire. The Non-Breaching Party shall notify the Breaching Party in a timely fashion of any action proposed or taken pursuant to this Section.

(e) Scope of Relief. The Non-Breaching Party's rights under this Section 12 shall apply equally to threatened as well as actual violations of the terms of this Easement. The Non-Breaching Party's remedies described in this Section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

(f) Costs of Enforcement. If any legal or equitable action or proceeding is instituted to enforce or interpret any provision of this Easement, the prevailing Party in such action shall be entitled to recover from the losing Party all of the prevailing Party's reasonable costs of suit, including, but not limited to, reasonable attorneys' fees awarded by the court.

(g) Enforcement Discretion. Enforcement of the terms of this Easement shall be at the discretion of either Party, and any forbearance by a Party to exercise its rights under this Easement shall not be deemed or construed to be a waiver by such Party of such rights or of any subsequent breach of the same or any other terms of this Easement or of its rights under the Easement. No delay or omission by a Party in the exercise of any right or remedy upon any breach by the other Party shall impair such right or remedy or be construed as a waiver, and each Party hereby waives any defense of laches, estoppel, or prescription.

(h) Acts Beyond Party's Control. Nothing contained in this Easement shall be construed to entitle a Party to bring any action against the other Party for any damage to or change in the Property resulting from causes beyond the other Party's control, including, without limitation, fire, flood, storm and earth movement, from actions by persons acting outside the

authority of such Party, either express or implied (such actions including actions by members of the public, including those members of the public using the Property pursuant to a permit or approval issued by CITY when the permit or approval is consistent with the Purpose and other terms of this Easement), or from any prudent action by a Party under emergency conditions to prevent, abate, or mitigate significant damage to the Property resulting from such causes, and the Parties shall not be liable for damages or costs of restoration resulting from any such acts. The Parties shall cooperate to remedy any such injuries or damage to the Property to the extent feasible.

13. COSTS AND LIABILITIES.

(a) CITY Costs and Liabilities. CITY retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including payment of property taxes and assessments of any kind, costs associated with fire management, and maintenance of adequate comprehensive general liability insurance coverage and does hereby indemnify and hold LAND TRUST harmless therefrom. CITY remains solely responsible for obtaining any applicable governmental permits and approvals for any construction or other activity or use permitted by this Easement, and all such construction or other activity or use shall be undertaken in accordance with Applicable Law.

(b) LAND TRUST Costs and Liabilities. LAND TRUST retains all responsibilities and shall bear all costs and liabilities of any kind related to any maintenance or other activities that it performs on the Property and shall maintain adequate comprehensive general liability insurance coverage, and does hereby indemnify and hold CITY harmless therefrom. LAND TRUST remains solely responsible for obtaining any applicable governmental permits and approvals for any activities permitted by this Easement that it undertakes on the Property, and all such use shall be undertaken in accordance with Applicable Law.

14. INDEMNIFICATION.

(a) CITY'S Indemnity. CITY shall hold harmless, indemnify, and defend LAND TRUST, its trustees, officers, members, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them, from and against damages, liabilities, claims and expenses, including reasonable attorneys' fees, arising from or in any way connected with this Easement or the Property, including, but not limited to, any injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, except to the extent such damage, liability, claim, or expense is the result of the negligence, gross negligence, or intentional misconduct of LAND TRUST.

(b) LAND TRUST'S Indemnity. LAND TRUST shall hold harmless, indemnify, and defend CITY, its elected and appointed officials, trustees, officers, members, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them, from and against all damages, liabilities, claims, and expenses, including reasonable attorneys' fees, arising from or in any way connected with this Easement or the Property attributable to the acts of LAND TRUST, including but not limited to any injury to or the death of any person, or physical damage to any property, resulting from any act occurring on or about the Property

attributable to the acts of LAND TRUST, except to the extent such damage, liability, claim, or expense is the result of the negligence, gross negligence, or intentional misconduct of CITY.

15. ASSIGNMENT.

(a) LAND TRUST may assign its interest in this Easement only to (1) a "qualified organization," within the meaning of Section 170(h) of the Code, as amended, or any successor provision, that (2) is authorized to acquire and hold conservation easements under California law; (3) has similar purposes to preserve open space; and (4) has the commitment and the resources to assume, and agrees to assume, the responsibilities imposed on LAND TRUST by this Easement. An organization or entity that meets all of the conditions (1) through (i4) of the preceding sentence is hereinafter referred to as a "Qualified Substitute Entity." LAND TRUST shall consult with CITY regarding any proposed Qualified Substitute Entity; shall attempt in good faith to select a Qualified Substitute Entity that holds other conservation easements of a similar nature as this Easement and has continuously met the requirements of items (1) through (4) of this Section 15(a) during at least the ten (10)-year period prior to the date of such assignment; and shall provide, in writing and with reasonable specificity, information identifying the proposed Qualified Substitute Entity(ies) and substantiating any such proposed Qualified Substitute Entity's compliance with items (1) through (4) of this Section 15(a), the length of time such proposed Qualified Substitute Entity or Qualified Substitute Entities have met such qualifications, and the number and type of other conservation easements held by such proposed Qualified Substitute Entity(ies). CITY shall have the right to propose an alternate Qualified Substitute Entity(ies) to LAND TRUST, and LAND TRUST may, in LAND TRUST'S reasonable discretion, include CITY'S proposed Qualified Substitute Entity(ies) in the list of candidates provided to CITY. In the event LAND TRUST provides more than one proposed Qualified Substitute Entity that meets all of the requirements of items (1) through (4) of this Section 15(a), CITY shall have the right to choose the Qualified Substitute Entity. As a condition of such transfer, LAND TRUST shall require that the Easement shall continue to be held and managed by the assignee in a manner consistent with the Purpose intended to be advanced as set forth in this instrument, and in strict accordance with this instrument. The assignee and its successors and assigns shall have the same right of assignment, subject to compliance with the provisions of this Section 15(a).

(b) In the event that LAND TRUST ceases to qualify to hold conservation easements under California Civil Code section 815 *et seq*. or ceases to operate or dissolves, then title to this Easement shall be transferred to a Qualified Substitute Entity designated by LAND TRUST, determined in consultation with CITY.

(c) Any deed or other instrument of conveyance whereby this Easement is being assigned shall be recorded in the Official Records of Santa Barbara County, California.

16. SUBSEQUENT TRANSFERS. CITY agrees to incorporate the terms of this Easement by reference in any deed or other legal instrument that divests itself of any interest in all or a portion of the Property, including, without limitation, any leasehold interest, and to provide written notice to LAND TRUST prior to any such divestiture. The failure of CITY to perform any act required by this Section 16 shall not affect the validity of such transfer nor shall it affect the validity of this Easement or limit its enforceability in any way.

17. EXTINGUISHMENT. If circumstances arise in the future which render the Purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. The amount of the compensation to which LAND TRUST shall be entitled from any sale, exchange, or involuntary conversion of all or any portion of the Property after such termination or extinguishment, as determined by the court, shall be the stipulated fair market value of the Easement, or proportionate part thereof, as determined by a qualified appraiser mutually agreed upon by LAND TRUST and CITY or a court-appointed appraiser if the Parties cannot reach mutual agreement. The proceeds received by CITY and LAND TRUST shall be restricted to uses that are consistent with the preservation of natural, open space, scenic and wildlife habitat, or for the benefit of the public. For LAND TRUST, such uses must be within the Carpinteria Valley; for CITY, such uses must be within the City of Carpinteria.

18. CONDEMNATION. If CITY or LAND TRUST is notified that all or a portion of the Property may be acquired for public use by eminent domain, the Party receiving such notice shall notify the other Party of the potential acquisition no later than fifteen (15) days after first receiving such notice. Prior to the inspection of the Property by an appraiser pursuant to Section 7267.1 of the Government Code or any other provision of law, CITY shall notify LAND TRUST that it or its designated representative may accompany the appraiser during his or her inspection. Within seven (7) days of receiving any notice of the hearing on the resolution of necessity pursuant to Section 1245.235 of the Code of Civil Procedure, CITY shall provide LAND TRUST a copy of the notice of the hearing. Whenever all or part of the Property is taken in exercise of eminent domain or in-lieu purchase by public, corporate, or other authority so as to abrogate the restrictions imposed by this Easement, CITY and/or LAND TRUST may commence appropriate actions to recover the full value of the Property (or portion thereof) taken and all incidental or direct damages resulting from such taking. LAND TRUST'S share of the award shall be determined by the ratio the value of the Easement bears to the value of the Property unencumbered by the Easement, as determined by a qualified appraiser mutually agreed upon by LAND TRUST and CITY, or a court-appointed appraiser if the Parties cannot reach mutual agreement. The proceeds received by CITY and LAND TRUST shall be restricted to uses that are consistent with the preservation of natural, open space, scenic, and wildlife habitat, or for the benefit of the public. For LAND TRUST, such uses must be within the Carpinteria Valley; for CITY, such uses must be within the City of Carpinteria. All expenses reasonably incurred by CITY and LAND TRUST in connection with the taking or in-lieu purchase shall be paid out of the Parties' respective amounts recovered. CITY shall obtain LAND TRUST'S prior written approval, which shall not be unreasonably withheld, prior to agreeing to an in-lieu purchase or instituting a condemnation action under CITY'S condemning authority.

19. EXISTING ENCUMBRANCES; SUBORDINATION.

(a) Existing Encumbrances. The interests held by CITY and LAND TRUST under this Easement are conveyed and reserved subject to all pre-existing encumbrances of record.

(b) Subordination. If at the time of conveyance of this Easement, the Property is subject to any mortgage or deed of trust encumbering the Property, CITY and LAND TRUST shall cooperate in obtaining from the holder of any such mortgage or deed of trust an agreement to

subordinate its rights in the Property to this Easement to the extent necessary for LAND TRUST to enforce the Purpose of this Easement in perpetuity and to prevent any modification or extinguishment of this Easement by the exercise of any rights of the mortgage or deed of trust holder.

20. NOTICES. Any notice, demand, request, consent, approval, or communication that either Party desires or is required to give to the other shall be in writing and either served personally or sent by United States certified mail, return receipt requested, or by another common method or service where receipt is confirmed, addressed as follows or such other address as either Party from time to time shall designate by written notice to the other.

To CITY:
City of Carpinteria
Attn: City Manager
5775 Carpinteria Avenue
Carpinteria, CA 93013
Telephone: (805) 684-5405

To LAND TRUST:
The Land Trust for Santa Barbara County
Attn: Executive Director
Post Office Box 91830
Santa Barbara, CA 93190-1830
Telephone: (805) 966-4520
info@sblandtrust.org

21. GENERAL PROVISIONS.

(a) Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the State of California.

(b) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed to effect the Purpose of this Easement.

(c) No Agency. The Parties do not intend to create a partnership, principal/agent, master/servant, or joint venture relationship, and nothing in this Easement shall be construed as creating such a relationship between the Parties.

(d) Entire Agreement. This instrument sets forth the entire agreement of the Parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein. This Easement may be altered, amended, or modified only by an instrument in writing, executed by the Parties to this Easement, and by no other means, all pursuant to Section 11 above. Each Party waives its right to claim, contest, or assert that this Easement was modified, canceled, superseded, or changed by any oral agreement, course of conduct, waiver, or estoppel.

(e) Further Assurances and Approvals. The Parties each agree to cooperate with one another, to use their reasonable best efforts, to act in good faith, and to promptly perform such acts and to execute such documents or instruments as are reasonably necessary and proper to perform under this Easement. Except where a Party's discretion is expressly stated herein to be sole and absolute, any approvals or actions required of either Party under this Agreement shall not be unreasonably withheld, conditioned, or delayed.

(f) No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of CITY'S title in any respect.

(g) Successors in Interest. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective beneficiaries, personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.

(h) Severability and Partial Invalidity. If any term or provisions of this Easement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Easement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Easement shall be valid and be enforceable to the fullest extent permitted by law.

(i) Headings. The headings used in this Easement are for convenience and reference purposes only and are not to be used to interpret the substantive meaning of the provisions to which they relate.

(j) Authority. Each individual executing this Easement on behalf of CITY and LAND TRUST represents and warrants that he or she is duly authorized to execute and deliver this Easement on behalf of said entity.

(k) Number, Gender. In this Easement, the singular number shall include the plural and the plural the singular unless the context requires to the contrary, and reference to the masculine, feminine, or neuter gender shall include the other genders as the context requires.

(l) Exhibits. All exhibits and appendices referred to in this Easement are incorporated into this Easement by such references whether or not they are actually attached. References to this Easement include all such exhibits and appendices incorporated by reference. The exhibits to this Easement are as follows:

Exhibit A: Legal Description of the Property
Exhibit B: Map of the Property
Exhibit C: Acknowledgement of Baseline Report
Exhibit D: Map Depicting Parking Area(s)

[Signatures to follow on next page.]

IN WITNESS WHEREOF, CITY has executed this Easement and LAND TRUST has accepted this Easement as of the date first written above. This Easement shall become effective as of the date of recordation.

CITY:

THE CITY OF CARPINTERIA,
a California municipal corporation

By:_____
Natalia Alarcon, Mayor

ATTEST:

_____
Brian C. Barrett, City Clerk

LAND TRUST:

THE LAND TRUST FOR SANTA BARBARA COUNTY,
a California nonprofit public benefit corporation

By:_____
_____, President

By: _____
_____, Secretary

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 20__, before me, _____, a Notary Public in and for said State, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 20__, before me, _____, a Notary Public in and for said State, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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WITNESS my hand and official seal.

Signature _____ (Seal)

ACKNOWLEDGMENT

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STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 20__, before me, _____, a Notary Public in and for said State, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 20__, before me, _____, a Notary Public in and for said State, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

Real property in the City of Carpinteria, County of Santa Barbara, State of California, described as follows:

That portion of RANCHO EL RINCON in the County of Santa Barbara, State of California, described as follows**:**

Beginning at a point on the Westerly boundary of the land conveyed to Alyce Brooks by the deed recorded August 10, 1948 as Instrument No. 11163 in Book 799, Page 105 of Official Records in the office of the County Recorder of said county and shown on the map filed in Book 30, Page 166 of record of surveys in the office of said county Recorder, at the most Northerly corner of the land described in parcel Two in the deed to the State of California recorded October 31, 1968 as Instrument No. 33906 in Book 2250, Page 689 of said Official Records, being Northerly along said Westerly line 69.84 feet from the Northeasterly line of the S.P. railroad right of way shown on said map; thence Northerly along said Westerly line 310 feet more or less, to the intersection with the Southwesterly boundary line of the land described in the deed to the State of California recorded February 8, 1967 as Instrument No. 3460 in Book 2180, Page 772 of said Official Records; thence Southeasterly along said Southwesterly line, 13.08 feet to an angle point, 148.70 feet to an angle point, 103.36 feet to an angle point and 8.07 feet to the Northwesterly corner of the land described in Parcel One in the first mentioned deed to the State of California; thence Southerly along the Westerly boundary line of said Parcel One, 63.09 feet to an angle point and Southeasterly along the Southwesterly boundary line of said Parcel One, 60.53 feet to an angle point on the general Southwesterly boundary line of the land described in Parcel One in the deed to the State of California recorded September 22, 1966 as Instrument No. 30708 in Book 2166, Page 573 of said Official Records; thence Easterly and Southeasterly along said general Southwesterly line; 2.16 feet to an angle point, 102.8 feet to an angle point, 60.58 feet to an angle point and 183.87 feet to the intersection with the Northwesterly boundary line of the land described in the deed to the State of California recorded August 26, 1966 as Instrument No. 27836 in Book 2163, Page 785 of said Official Records; thence Southwesterly along said Northwesterly line 44.92 feet to the most Easterly corner of the land described in parcel Two of said deed to the State of California recorded in Book 2166, Page 573 of Official Records; thence Northwesterly along the Northeasterly boundary line of said last mentioned Parcel Two, to and along the Northeasterly line of the above mentioned Parcel Two in the deed recorded in Book 2250, Page 689 of said Official Records, 453 feet, more or less, to the Point of Beginning.

EXCEPTING an undivided 5% of all oil, gas and other minerals in, on or under the surface of said premises as reserved by T. H. Canfield and Opal A. Canfield in deed to James F. Slaybaugh and Beulah Pearl Slaybaugh, recorded in Book 798, Page 162 of Official Records, of said county, and filed on August 10, 1948 as Torrens Instrument No. 2414, in the office of the registrar of land titles of said county.

ALSO EXCEPTING THEREFROM an undivided 10% of all oil, gas and other minerals in, on, or under the surface of said premises, as reserved by James F. Slaybaugh and wife, in deed to

Alyce Brooks, recorded in Book 799, Page 105 of Official Records, records of said county, and filed on August 10, 1948 as Torrens Instrument No. 2415 in the office of the registrar of land titles.

ALSO EXCEPTING THEREFROM an undivided 30% of all oil, gas and other minerals in, on or under that portion of said land as reserved in deed from Donald D. Davis and Charlotte Davis, husband and wife, recorded November 2, 1957 as Instrument No. 24403 in Book 1487, Page 586 of Official Records of said county.

ALSO EXCEPTING THEREFROM as to the remaining, all oil, oil rights, minerals, mineral rights, natural gas, natural gas rights, and other hydrocarbons by whatsoever name known that May be within or under the parcel of land hereinabove described, together with the perpetual right of drilling, mining, exploring and operating therefor and removing the same from said land or any other land, including the right to whipstock or directionally drill and mine from lands other than those hereinabove described, oil, or gas wells, tunnels and shafts into, through or across the subsurface of the land hereinabove described, and to bottom such whipstock or directionally drilled wells, tunnels and shafts under and beneath or beyond the exterior limits thereof, and to redrill, retunnel, equip, maintain, repair, deepen and operate any such wells or mines, without, however, the right to drill, mine, explore and operate through the surface or the upper 100 feet of the subsurface of the land hereinabove described or otherwise in such manner as to endanger the safety of any highway that May be constructed on said lands, as excepted in deed from James L. Ferry, Jr., as trustee of the James L. Ferry, Jr. And Mary Ella Ferry revocable trust to Santa Barbara dinner house, a limited partnership, recorded July 24, 1981 as Instrument No. 81-30379 of Official Records.

APN 001-210-013, 001-210-016, 001-210-023

EXHIBIT B
MAP OF THE PROPERTY

[Attached.]

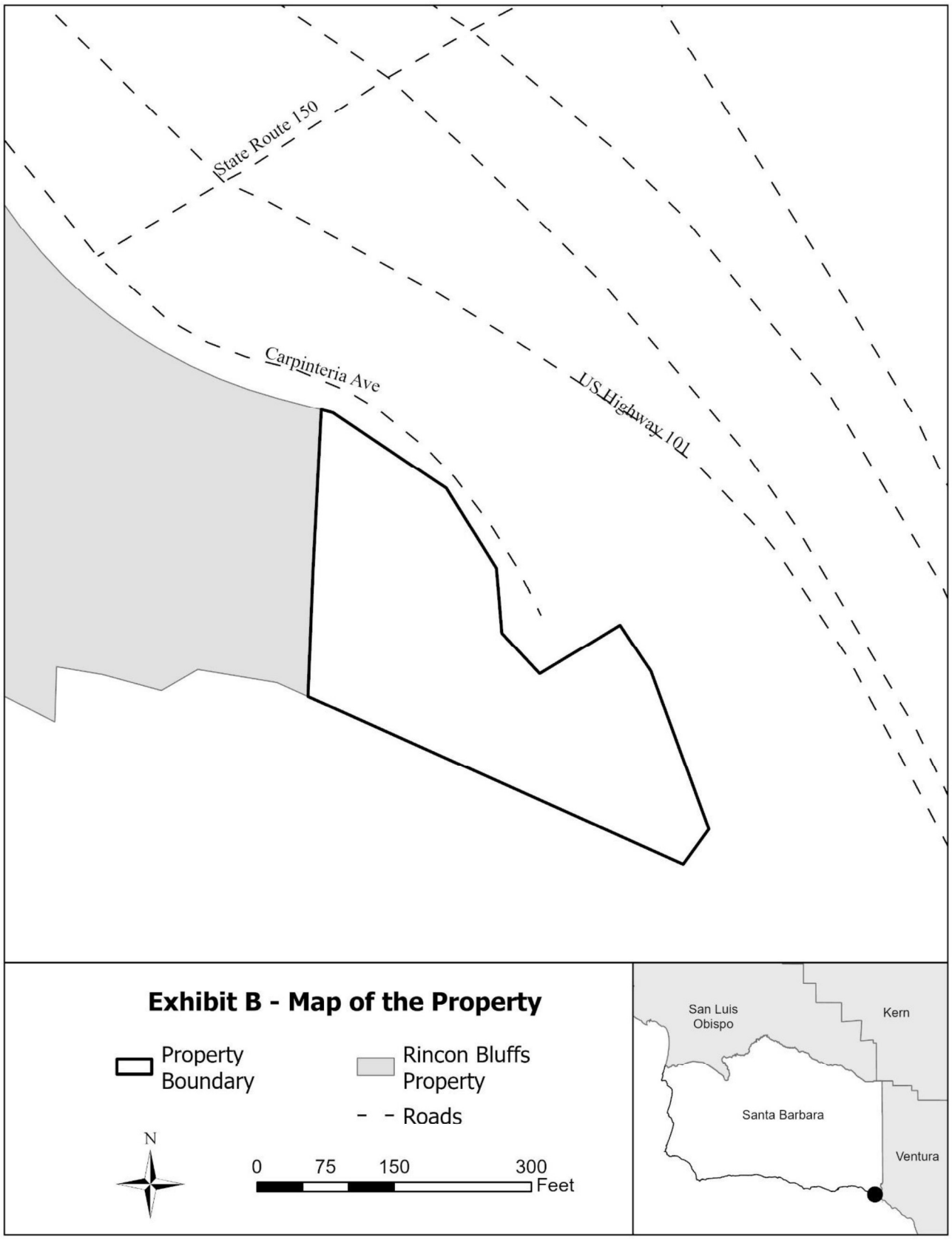

State Route 150
Carpinteria Ave
US Highway 101
Exhibit B - Map of the Property
Property Boundary
Rincon Bluffs Property
Roads
N
0
75
150
300
Feet
San Luis Obispo
Kern
Santa Barbara
Ventura

EXHIBIT C
ACKNOWLEDGMENT OF BASELINE REPORT

The undersigned, _____, on behalf of CITY, and _____, representing LAND TRUST, certify as follows:

a) Each is familiar with the condition of the Property; and
b) Each does hereby acknowledge and certify that the Baseline Report, and all of its inclusions, dated _____, 20__, prepared by _____, _____, of LAND TRUST, is an accurate representation of the condition of the Property as of the Effective Date of conveyance of the Easement.

Duplicate originals of the Baseline Report were signed and delivered by each of CITY and LAND TRUST, and each will receive a duplicate original of the Baseline Report at the close of escrow.

CITY:

THE CITY OF CARPINTERIA,
a California municipal corporation

By:_____
Natalia Alarcon, Mayor

ATTEST:

_____
Brian C. Barrett, City Clerk

LAND TRUST:

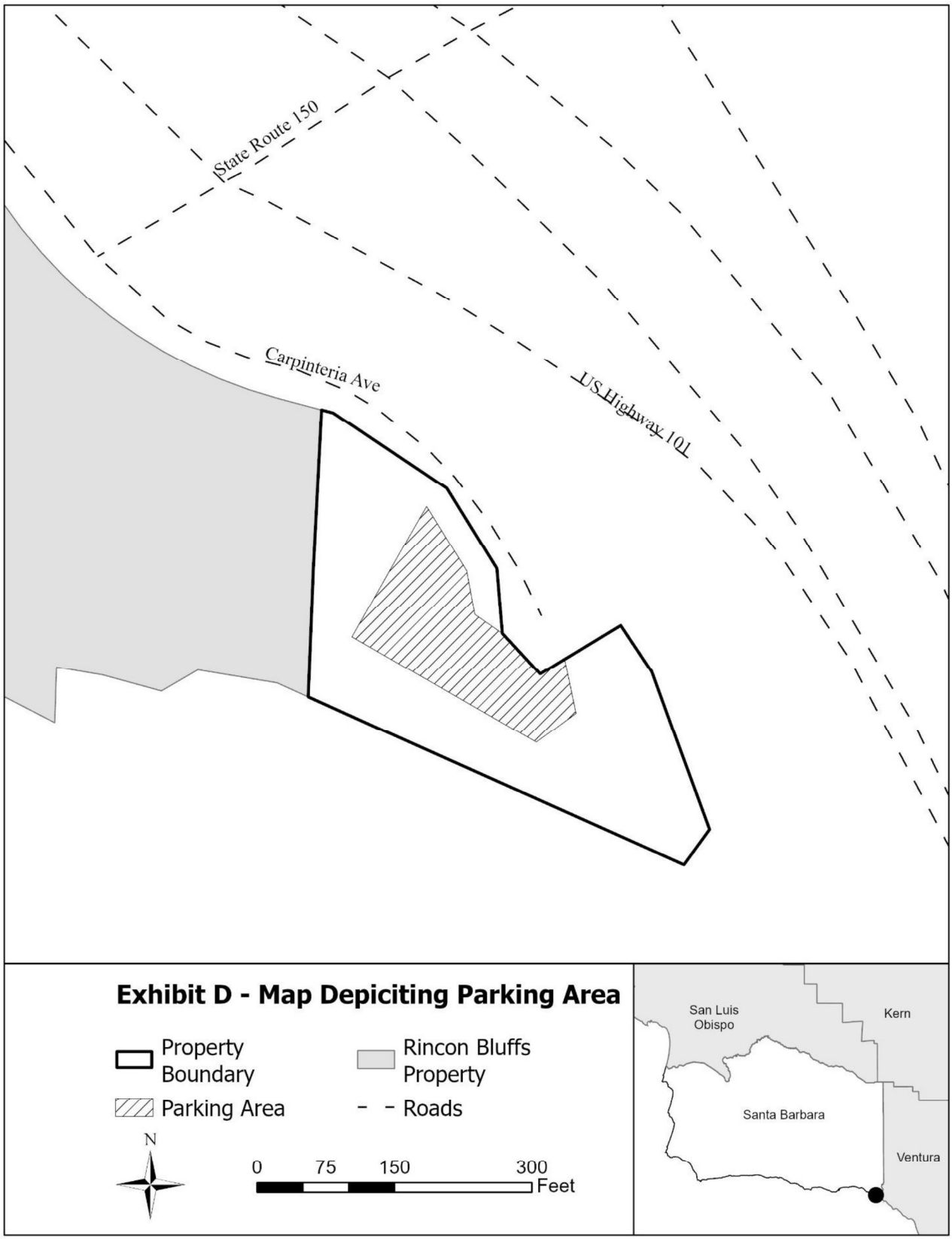
THE LAND TRUST FOR SANTA BARBARA COUNTY,
a California nonprofit public benefit corporation

By:_____
_____, President

By: _____
_____, Secretary

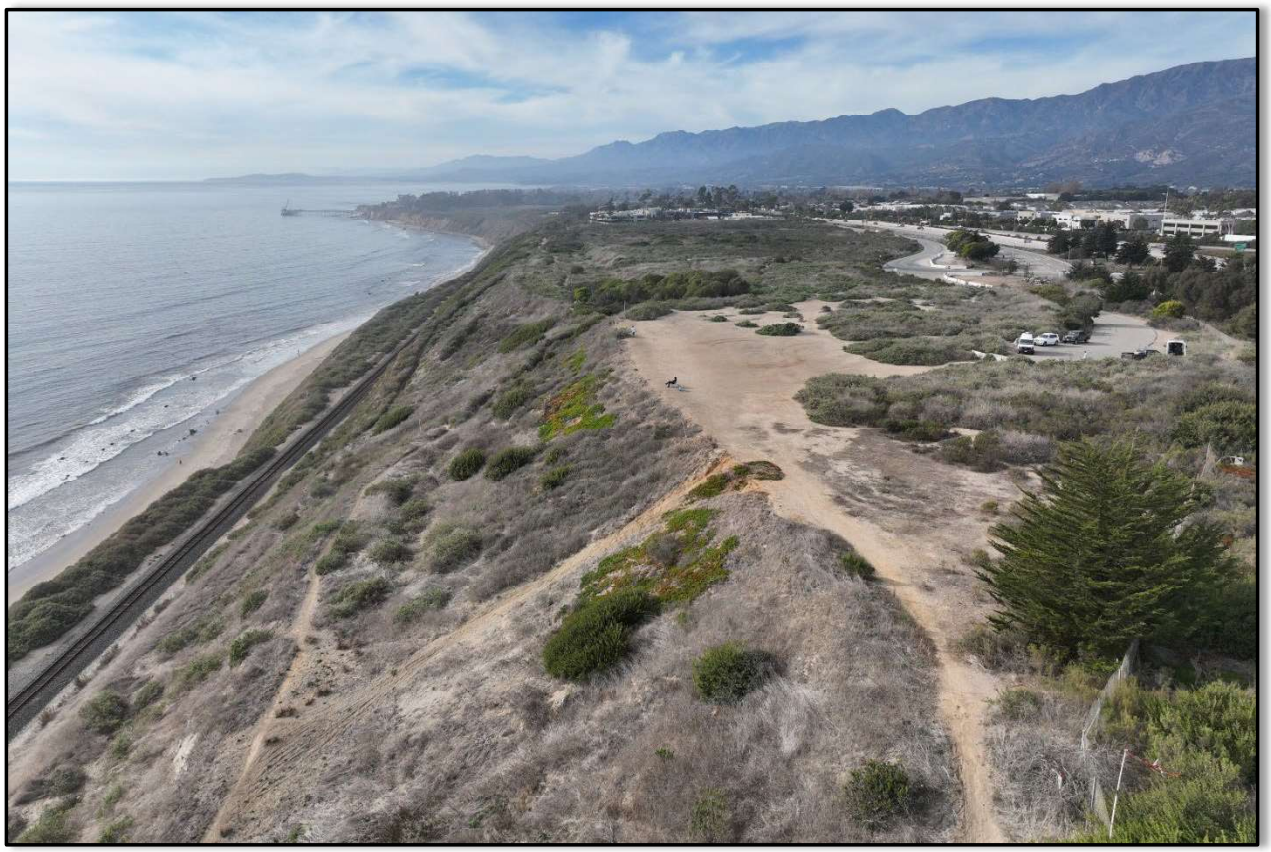
EXHIBIT D
MAP DEPICTING PARKING AREA(S)

[Attached.]


State Route 150
Carpinteria Ave
US Highway 101
Exhibit D - Map Depiciting Parking Area
Property Boundary
Rincon Bluffs Property
Parking Area
Roads
N
0
75
150
300
Feet
San Luis Obispo
Kern
Santa Barbara
Ventura

Rincon Gateway

Baseline Inventory Report



Prepared by:

The Land Trust For Santa Barbara County

The Land Trust for Santa Barbara County

September 2025

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Appendix A. Baseline Photo Inventory

Appendix B. Property Conditions Report

Preparer Information

Kyle Kusa, Land Stewardship Manager for the Land Trust for Santa Barbara County. His position requires the annual monitoring of existing conservation easements, as well as the preparing baseline documentation reports and management plans for new conservation easements and fee-owned properties, in accordance with Land Trust Alliance standards. He received his B.A. in Environmental Studies from the University of California, Santa Cruz in 2022. Prior to joining the Land Trust, he worked for the Great Basin Institute as a Research Associate monitoring California Spotted Owls in Sequoia National Forest, and for the Nature Conservancy in New York as a Conservation Steward.

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1. Introduction

1.1. Overview and Location

This report documents the baseline conditions of Rincon Gateway (hereafter referred to as the "Property"). It provides a comprehensive overview of the Property's physical and ecological setting, historical land use, current natural and built features, and biological resources. This information serves as a foundation for stewardship and monitoring, ensuring that changes to the Property can be measured against the content in this report.

The Property consists of 2.48 acres across three parcels (Assessor Parcel Numbers 001-210-013, -016, and -023). It is owned in fee by The Land Trust for Santa Barbara County (hereafter referred to as the "Land Trust"). The Property is located in the City of Carpinteria, in the southeastern most part of Santa Barbara County (see Figure 1: Vicinity Map). Its address is 6555 Carpinteria Avenue, approximately 1.5 miles east of Carpinteria City Hall.

The Property is adjacent to two Land Trust conservation easements: the Carpinteria Bluffs Nature Preserve (also known as Bluffs I) and Rincon Bluffs (also known as Bluffs III) (see Figure 2: Protected Areas Map and Figure 3: Bluffs Conservation Map). The acquisition of the Property represents the most recent effort in the long-term conservation of bluff habitat in the City of Carpinteria—a process that began over 20 years ago with the formation of the community group, Citizens for the Carpinteria Bluffs (hereafter referred to as the "Citizens"), and the acquisition of Bluffs I. The Land Trust collaborated with the Citizens to raise funds for that acquisition, with the ultimate intent to transfer the Property to the City of Carpinteria, subject to a conservation easement. Bluffs I purchased in 1998 for $4,500,000 and transferred to the City of Carpinteria in 2000. The next phase of bluff conservation came in 2016 with the acquisition of Bluffs III. Like Bluffs I, the intent was for the Land Trust to acquire the property and transfer it to the City of Carpinteria, subject to a conservation easement. The property was acquired for $6,000,000 in 2016 and transferred to the City of Carpinteria in 2020. Together, these two properties represent more than 73-acres of conservation of bluff habitat in Carpinteria. However, the work wasn't complete, and the next phase of conservation came with acquisition of the Property.

Conserving the Property for ecological and recreation purposes has been on the Citizens and Land Trust Radar since the Bluffs I acquisition began. It's undeveloped state, and location relative to Bluffs I and Bluffs III made it a logical step. However, there was not a willing seller. The Property's former owner, John King of Rincon Bluffs Group LLC, intended to develop the area into a campground. That plan never made it far in the permitting process, largely due to opposition led by the Citizens (Padre Associates, Inc., 2025). In 2023, Mr. King approached the Land Trust about selling the property. The Land Trust was able to raise funds from a local donor to commission an appraisal of the Property's value. Mr. King didn't believe the Property was worth selling at the appraised price, and retained ownership. In 2024, the donor that funded the appraisal asked if Mr. King's motivations had changed in the ensuing year. They even committed to funding the entire acquisition cost if Mr. King would be willing to sell the Property for something comparable to the 2023 appraisal value. The Land Trust and Mr. King entered into negotiations and on January 24th 2025, the Land Trust bought the property for $3,895,000. The Land Trust is now working to transfer the Property to the City of Carpinteria protected a conservation easement similar to Rincon Bluffs.

This report describes the existing condition of the natural, scenic, and cultural resources of the Property. Existing features found on the Property, including trails, utilities, and other infrastructure, are also documented. This report contains 43 photos taken at defined locations, which are referenced on a map of the Property (see Appendix A. Baseline Photo Inventory). A Property Conditions Report was written shortly after the Land Trust acquired the Property and is included as Appendix B.

1.2. Historical Development

Since at least the late 1930s, the Property has existed in a relatively undeveloped state. Aerial imagery dating back to 1938 shows alterations to the landscape, but no brick-and-mortar infrastructure appears to have ever been constructed. During this period, the Property seems to have been managed as an extension of Rincon Bluffs, with no visible distinction between the two. In 1947 aerial imagery, an automobile racetrack known as "The Thunderbowl" appears

west of the Property, on Rincon Bluffs. By 1953, a building is visible southeast of the Property, and a network of dirt roads connecting the new building and the racetrack appears.

The Thunderbowl appears to have fallen out of use by the early 1960s, and a series of informal trails begin to appear on the landscape. The Property's elevation was significantly increased in the late 1960s to early 1970s through the importation of fill material, associated with the construction of U.S. Highway 101 and State Highway 150. Aerial imagery indicates the highways were completed by the late 1970s. From 1984 - present, there is little physical change to the Property and Rincon Bluffs. Informal paths appear and disappear, and coastal scrub habitat has slowly recolonized the area.

1.3. Existing Recreational and Commercial Uses

Recreational: Recreation on the Property prior to the Land Trust's acquisition included informal passive recreation, such as hiking and wildlife viewing.

Commercial: The Property is zoned Resort District (RES) by the city of Carpinteria. This zone allows for tourist recreational development in forms that include resorts, guest ranches, hotels and motels that are designed to accommodate destination travelers. In 2021, developers who intended to lease the subject property from Rincon Bluff Group LLC had a conceptual review meeting with the Carpinteria City Council, Planning Commission, and Architectural Review Board to gauge the City's initial reaction a campground consisting of 26 Airstream trailers, a 2,200 square foot clubhouse, a 550 square foot maintenance building, a 28-space parking lot, and associated improvements. This proposal was eventually abandoned and the Property remained undeveloped.

1.4. Existing and Future Resources Stewardship

The Property's management will be folded into the Rincon Bluffs management plan. The Land Trust prepared a management plan for the Rincon Bluffs when the property was conveyed to the City of Carpinteria 2020. That plan will be expanded to include the Property and will be written by the City of Carpinteria, with the Land Trust's review.

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Figure 1. Vicinity Map

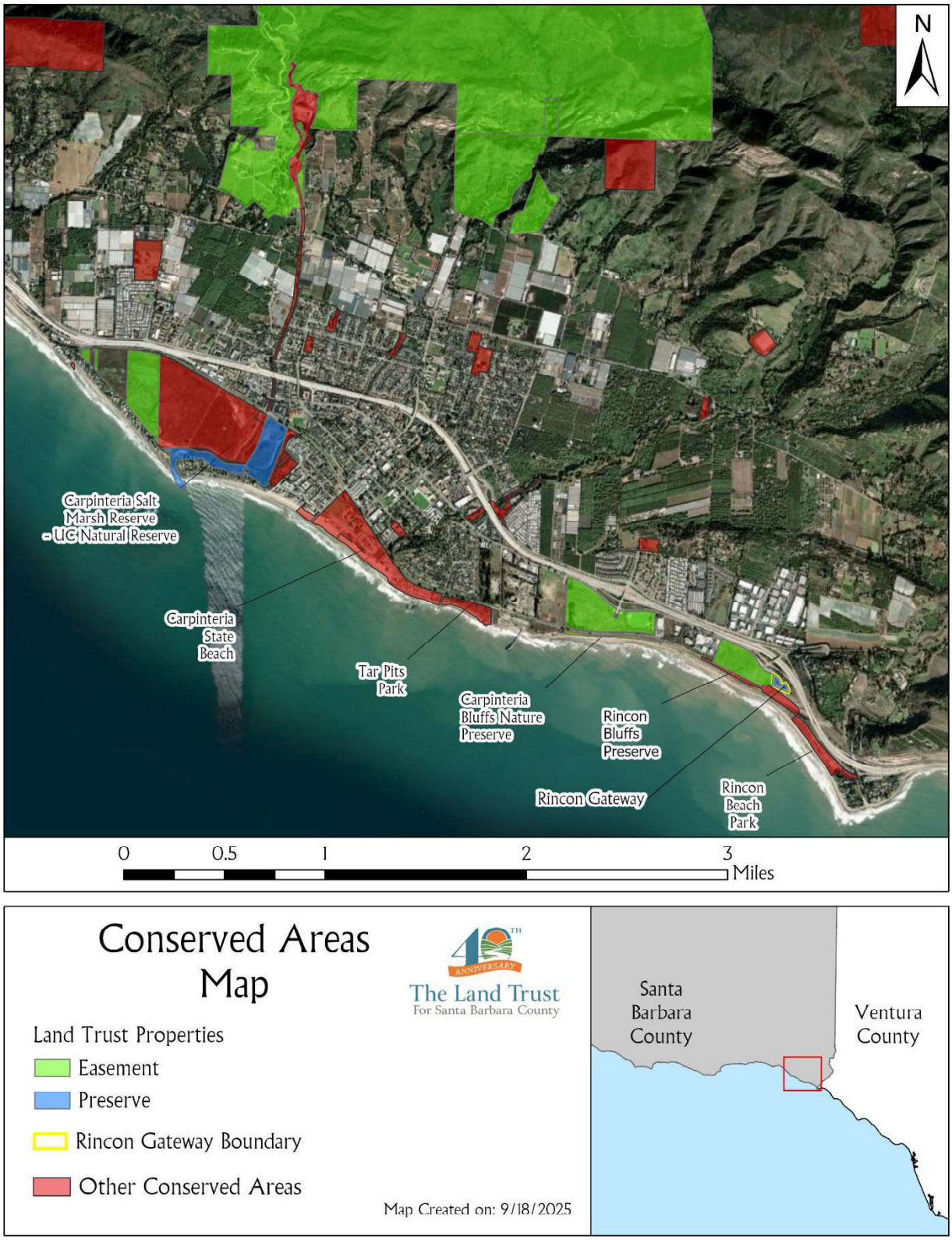


Figure 2. Conserved Areas Map

Figure 3. Bluffs Conservation Map

Figure 4. 1938 Aerial Imagery

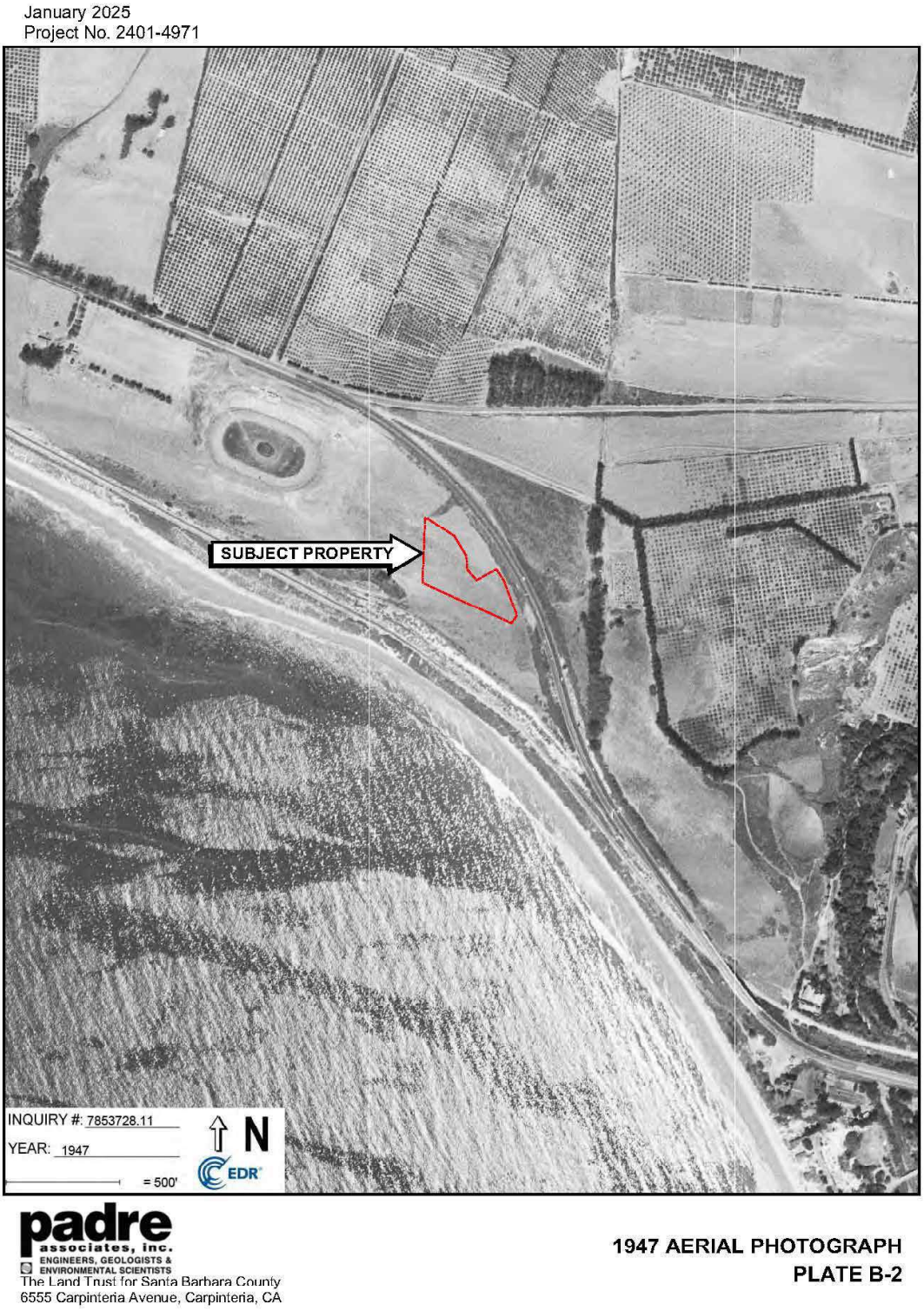


Figure 5. 1947 Aerial Imagery

Figure 6. 1953 Aerial Imagery

Figure 7. 1976 Aerial Imagery

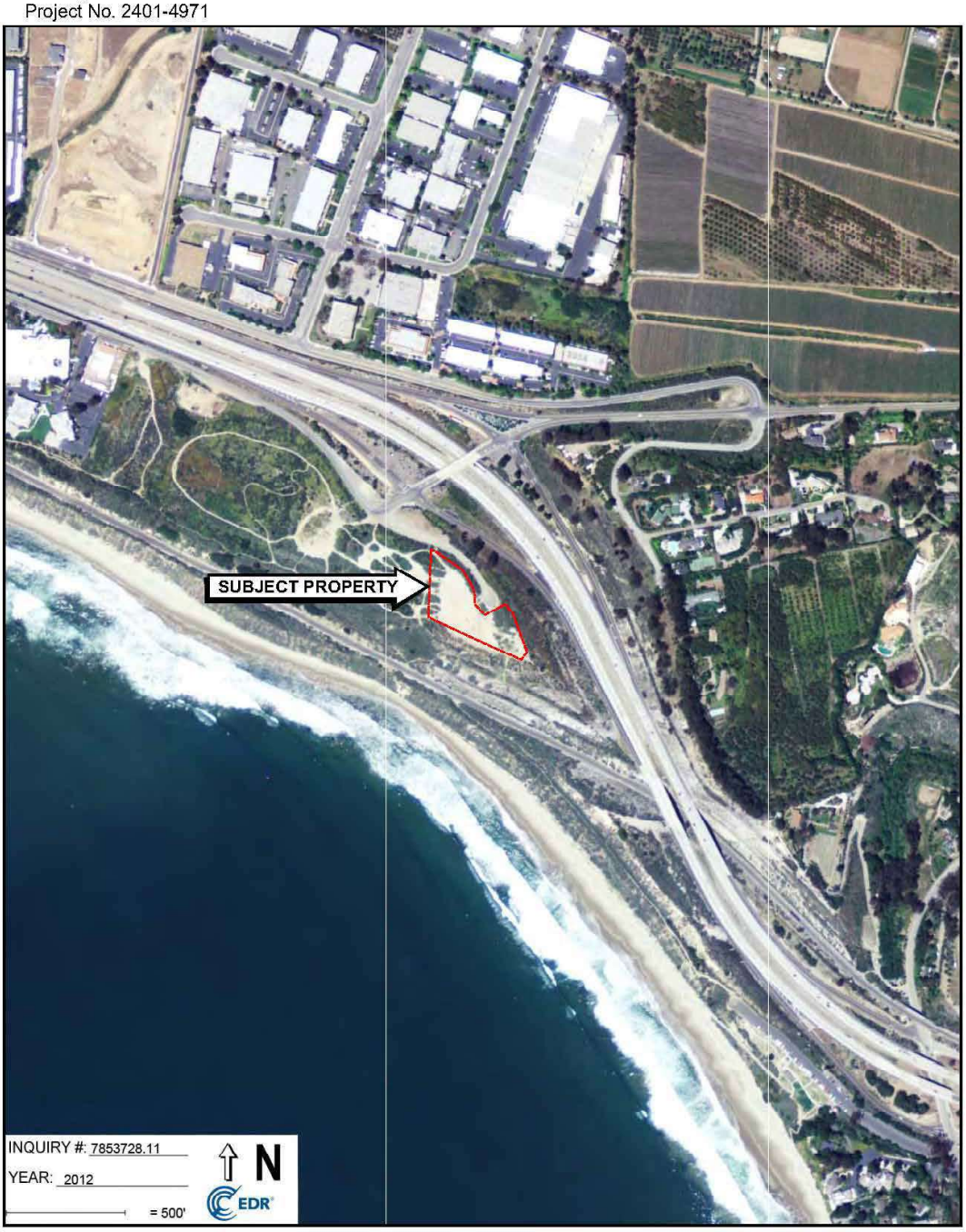
January 2025
Project No. 2401-4971

padre associates, inc.
ENGINEERS, GEOLOGISTS & ENVIRONMENTAL SCIENTISTS
The Land Trust for Santa Barbara County
6555 Carpinteria Avenue, Carpinteria, CA

1984 AERIAL PHOTOGRAPH
PLATE B-6

Figure 8. 1984 Aerial Imagery

January 2025
Project No. 2401-4971



padre associates, inc.
ENGINEERS, GEOLOGISTS & ENVIRONMENTAL SCIENTISTS
The Land Trust for Santa Barbara County
6555 Carpinteria Avenue, Carpinteria, CA

2012 AERIAL PHOTOGRAPH
PLATE B-9

Figure 9. 2012 Aerial Imagery

2. Setting

2.1. Geographic Setting

The Property is located on the Carpinteria Bluffs, an emergent coastal terrace that gently descends toward Carpinteria Creek to the west, with an average gradient of approximately 2 percent (Padre Associates, Inc., 2025). According to the 2022 United States Geological Survey (U.S.G.S., 2022) 7.5-minute topographic quadrangle of White Ledge Peak, California, the elevation at the central portion of the Property is approximately 200 feet above mean sea level (Padre Associates, Inc., 2025).

The Property is immediately bounded to the north by Carpinteria Avenue, and to the east by undeveloped land situated between the Property and U.S. Highway 101. To the south, the Property is bordered by parcels owned by the Union Pacific Railroad (UPRR), which include a combination of engineered cut slope supporting the rail line and areas of undeveloped land. The western boundary adjoins the Rincon Bluffs Nature Preserve. See Figure 1 for the location of all referenced areas.

Topographically, the Property is relatively flat, with a gentle slope trending northwest. However, steeper slopes are present along the northern boundary toward Carpinteria Avenue, and along the western edge toward the adjacent undeveloped land. Surface water runoff and stormwater are primarily managed through percolation into the soil and overland flow. A drainage inlet is located in the northwest corner of the Property (see Figure 14). Surface water drains to this inlet and is conveyed into the City of Carpinteria's stormwater management system along Carpinteria Avenue.

2.2. Geology

The Property is located along the southern margin of the Transverse Ranges Geomorphic Province. This region is characterized by a broad, east–west-trending anticline that has been complexly faulted. The Santa Ynez Mountains and adjacent coastal lowlands, where the Property is situated, are composed of sedimentary rocks ranging in age from the Eocene to the Holocene.

The underlying geology of the Property includes the Marine Terrace deposits, as well as the Santa Barbara and Monterey formations. The east–west-trending Carpinteria Fault bisects the Property. According to the Phase I Environmental Site Assessment (ESA) (GeoSolutions, Inc., 2022)), multiple geologists have mapped the site and have identified the Santa Barbara and Monterey formations as being separated by the Carpinteria Fault.

North of the fault, units exposed beneath the existing fill are interpreted as Marine Terrace deposits overlying weak sandstone of the Santa Barbara Formation. South of the fault, the exposed units are interpreted as shale of the Monterey Formation underlying the fill.

2.3. Soils

Soil on the Property was identified from Natural Resources Conservation Service (NRCS) SSURGO Data Downloader and mapped in Figure 11. The soil type was identified as XA (Xerorthents, cut and fill). Xerorthents cut and fill areas consist of mechanically manipulated soils where the original profile is no longer discernible. This soil is typically well drained. Permeability, runoff, and hazard of erosion are variable and require onsite investigation. In the case of the Property, Xerorthents cut and fill represents approximately 20 feet of engineered fill material overlying native units. This fill is reported to have been placed during grading operations associated with the construction of U.S. Highway 101 between 1969 and 1971. It is primarily comprised of silty sand with gravel and cobbles, mostly derived from the Monterey Formation (Padre Associates, Inc., 2025).

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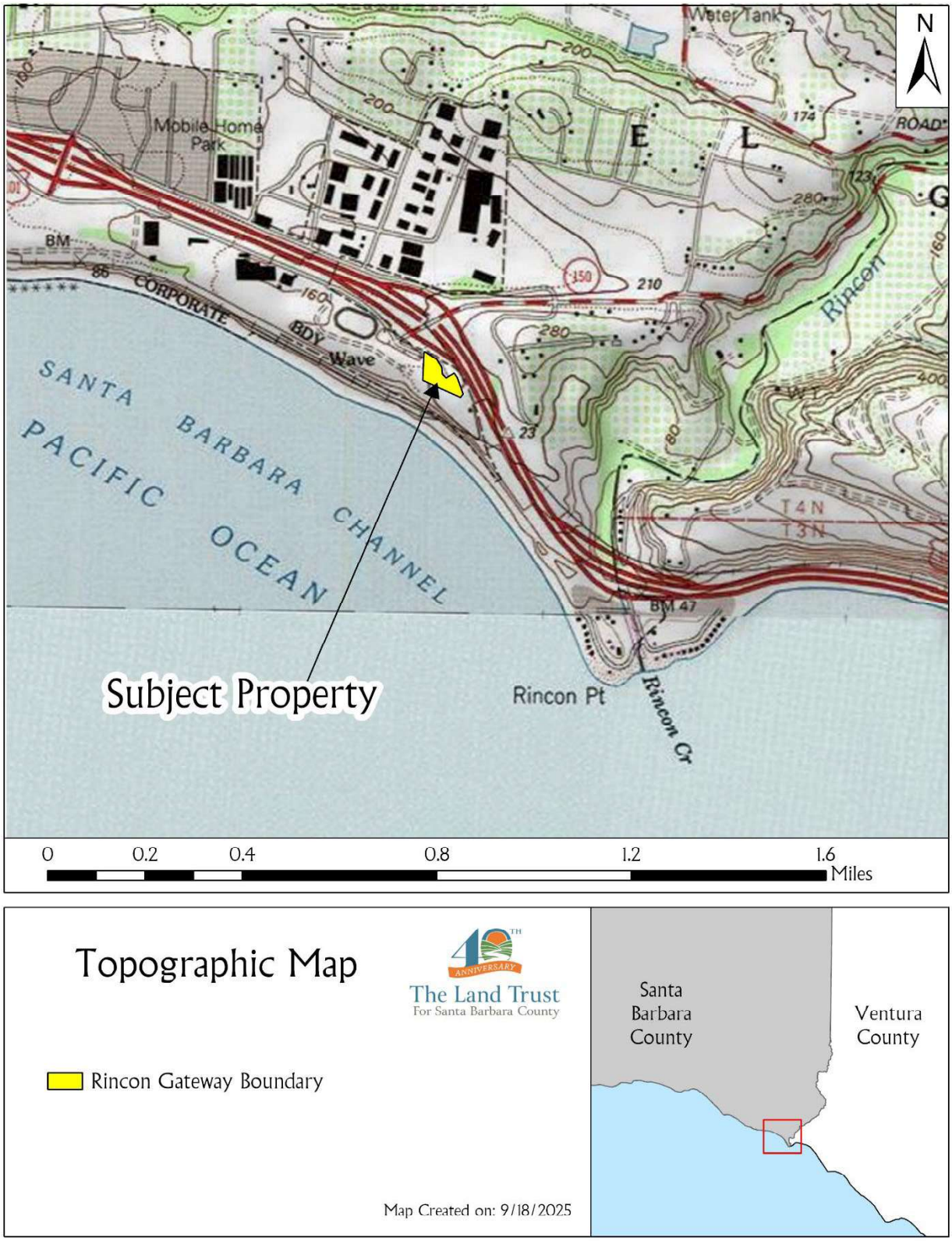

Figure 10. Topographic Map

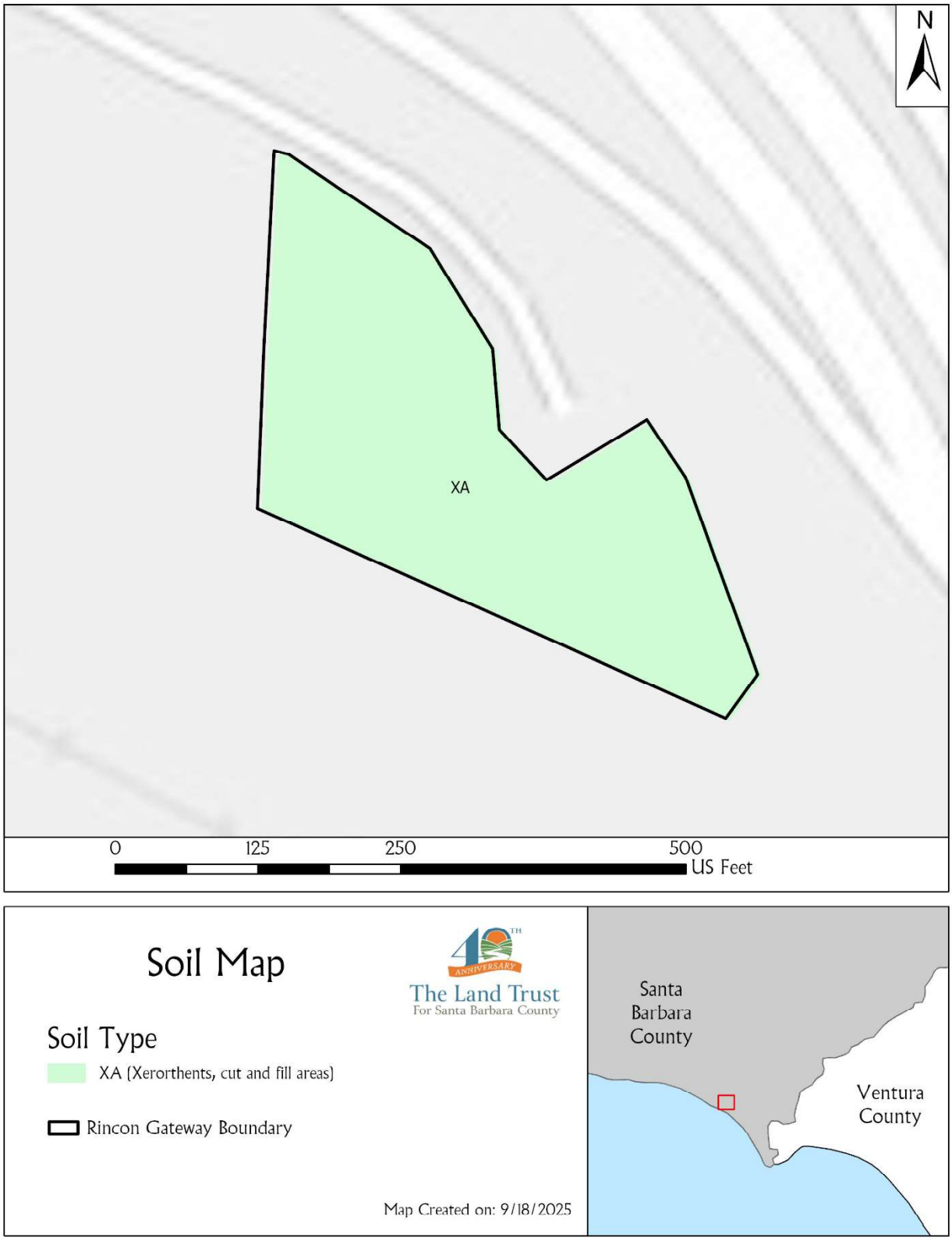

Figure 11. Soil Map

3. Biological Resources

3.1. Survey Methods

Between 2024-2025, several were made to the Property to document onsite conditions. On September 10th, 2025, author of this report, Kyle Kusa, went to the Property to document existing features. Photos from that visit are included in Appendix A. During this visit, a botanical survey of the vegetation was conducted to provide a general overview of the plant community. Land Trust employee Carlomagno Calderon visited the Property on January 18th, 2025 to prepare a Property Conditions Report shortly after the Land Trust the acquired the Property (see Appendix B). Staff from Padre Associates, Inc. visited the Property on December 23, 2024 to prepare a Phase 1 ESA.

Topographic basemaps were generated using USA Topo Map (i-cubed eTOPO 1:250,000-scale maps for the contiguous United States at medium scales, and National Geographic TOPO! 1:100,000 and 1:24,000-scale maps (1:250,000 and 1:63,000 in Alaska for the United States at large scales)). Satellite (or “Imagery”) basemaps generated using the Word Imagery Maps (Maxar imagery at 0.3m resolution for select metropolitan areas around the world, 0.5m resolution across the United States and parts of Western Europe, and 1m resolution imagery across the rest of the world).

Soil maps were made with data collected from the Natural Resource Conservation Service SSURGO Data Downloader Application. Sensitive species maps were generated utilizing data from the California Department of Fish and Wildlife Diversity Database (CNDDB), and habitat maps were made using California Wildlife Habitat Relationship System (CWHR) dataset clipped to the Property’s boundary.

Aerial imagery extending back to 1938 was inspected for context on land use changes experienced on-site and in the region. This report is not intended to precisely quantify and map the extent of habitat types or to exhaustively inventory the flora and fauna that does or potentially could exist on this Property. Rather, it attempts to generally characterize the plant communities, habitats, and species that are present or likely to occur.

3.2. Flora and Habitat Types

The Property has naturally revegetated following construction of U.S. Highway 101. Habitat onsite is a mosaic of Coastal Scrub that primarily clusters around the Property's boundary. The unvegetated area in between the scrub is bare ground comprised of silty sand with gravel and cobbles from the fill that was deposited during highway construction. Habitat types were identified following the CWHR, and presented more generally in Figure 12. Plants onsite were surveyed to determine the dominant species and community composition.

Coastal Scrub: There is approximately 1.08-acres of coastal scrub on the Property. This habitat is typified by low to moderate-sized shrubs with mesophytic leaves, flexible branches, semi-woody stems growing from a woody base, and a shallow root system (Harrison et al. 1971, Bakker 1972). Community structure differs based on location as this habitat type can be found from Humboldt to San Diego County (California Department of Fish and Wildlife, 2025). On the Property, the most common species include Atriplex lentiformis (big salt bush), Baccharis pilularis (coyote brush), Artemisia californica (California sagebrush, Rhus integrifolia (lemonade berry), Isocoma menziesii (coastal goldenbush), and Encelia californica (bush sunflower). Other introduced species identified onsite include Brazilian pepper tree (Schinus terebinthifolia), black mustard (Rhamphospermum nigrum), ice plant (Carpobrotus sp.), and one large cypress (Hesperocyparis sp.).

Urban: There is approximately 1.4-acres of urban habitat on the Property. On site, this habitat is typified by bare ground composed of fill material from construction of U.S. Highway 101 and State Highway 150.

3.3. Sensitive Species

A number of special status wildlife may have the potential to inhabit the Property. Table 1 provides a complete list of returns from a query of the California Native Diversity Database (CNDDB) for the relevant topographic quadrangle (White Ledge Peak). As the list covers the entire quadrangle, which encompasses a wide array of habitats not found on the Property, it includes a number of species not likely to occur here. It is included here without further editing

in order to demonstrate due diligence with regard to identification of sensitive resources within the region.

Table 1. CNDDB Sensitive Species

Scientific Name	Common Name	Federal Status	State Status	CDFW Status
Reptiles/Amphibians				
Anniella spp.	California legless lizard	None	None	SSC
Diadophis punctatus modestus	San Bernardino ringneck snake	None	None	-
Salvadora hexalepis virgultea	coast patch-nosed snake	None	None	SSC
Actinemys pallida	southwestern pond turtle	Proposed Threatened	None	SSC
Thamnophis hammondii	two-striped gartersnake	None	None	SSC
Aspidoscelis tigris stejnegeri	coastal whiptail	None	None	SSC
Rana draytonii	California red-legged frog	Threatened	None	SSC
Taricha torosa	Coast Range newt	None	None	SSC
Birds				
Accipiter cooperii	Coopers hawk	None	None	WL
Accipiter striatus	sharp-shinned hawk	None	None	WL
Buteo swainsoni	Swainsons hawk	None	Threatened	-
Circus hudsonius	northern harrier	None	None	SSC
Haliaeetus leucocephalus	bald eagle	Delisted	Endangered	FP
Chaetura vauxi	Vauxs swift	None	None	SSC
Cypseloides niger	black swift	None	None	SSC
Ardea herodias	great blue heron	None	None	-

Falco columbarius	merlin	None	None	WL
Falco mexicanus	prairie falcon	None	None	WL
Falco peregrinus anatum	American peregrine falcon	Delisted	Delisted	-
Gavia immer	common loon	None	None	SSC
Icteria virens	yellow-breasted chat	None	None	SSC
Lanius ludovicianus	loggerhead shrike	None	None	SSC
Larus californicus	California gull	None	None	WL
Thalasseus elegans	elegant tern	None	None	WL
Setophaga petechia	yellow warbler	None	None	SSC
Aimophila ruficeps canescens	southern California rufous-crowned sparrow	None	None	WL
Pelecanus occidentalis californicus	California brown pelican	Delisted	Delisted	-
Nannopterum auritum	double-crested cormorant	None	None	WL
Athene cunicularia	burrowing owl	None	Candidate Endangered	SSC
Strix occidentalis occidentalis	California Spotted Owl	Proposed Endangered; Proposed Threatened	None	SSC
Fishes				
Eucyclogobius newberryi	tidewater goby	Endangered	None	SSC
Oncorhynchus mykiss irideus pop. 10	steelhead - southern California DPS	Endangered	Endangered	-
Insects				

Bombus crotchii	Crotchs bumble bee	None	Candidate Endangered	-
Danaus plexippus plexippus pop. 1	monarch - California overwintering population	Proposed Threatened	None	-
Mammals				
Taxidea taxus	American badger	None	None	SSC
Plants				
Sanicula hoffmannii	Hoffmanns sanicle	None	None	-
Baccharis plummerae ssp. plummerae	Plummers baccharis	None	None	-
Streptanthus campestris	southern jewelflower	None	None	-
Lonicera subspicata var. subspicata	Santa Barbara honeysuckle	None	None	-
Atriplex coulteri	Coulters saltbush	None	None	-
Quercus dumosa	Nuttalls scrub oak	None	None	-
Ribes amarum var. hoffmannii	Hoffmanns bitter gooseberry	None	None	-
Juglans californica	southern California black walnut	None	None	-
Lepechinia fragrans	fragrant pitcher sage	None	None	-
Monardella hypoleuca ssp. hypoleuca	white-veined monardella	None	None	-
Calochortus clavatus var. clavatus	club-haired mariposa-lily	None	None	-
Calochortus fimbriatus	late-flowered mariposa-lily	None	None	-
Fritillaria ojaiensis	Ojai fritillary	None	None	-

Lilium humboldtii ssp. ocellatum	ocellated humboldt lily	None	None	-
Aphyllon epigalium ssp. notocalifornicum	Southern California galium broomrape	None	None	-
Muhlenbergia utilis	aparejo grass	None	None	-
Rhinotropis cornuta var. fishiae	Fishs milkwort	None	None	-
Delphinium umbraculorum	umbrella larkspur	None	None	-
Horkelia cuneata var. puberula	mesa horkelia	None	None	-
Nolina cismontana	chaparral nolina	None	None	-
Heuchera caespitosa	urn-flowered alumroot	None	None	-

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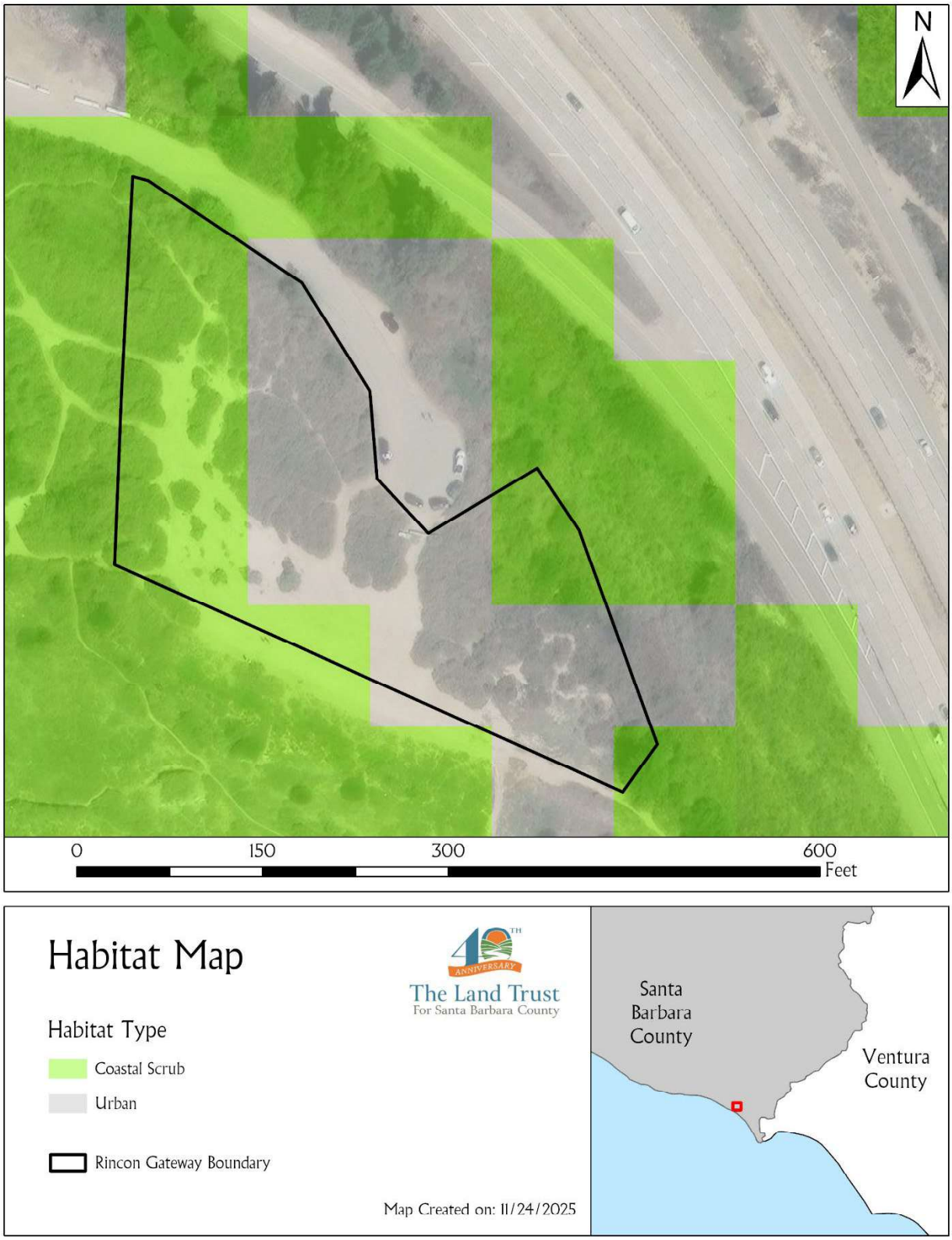

Figure 12. Habitat Map

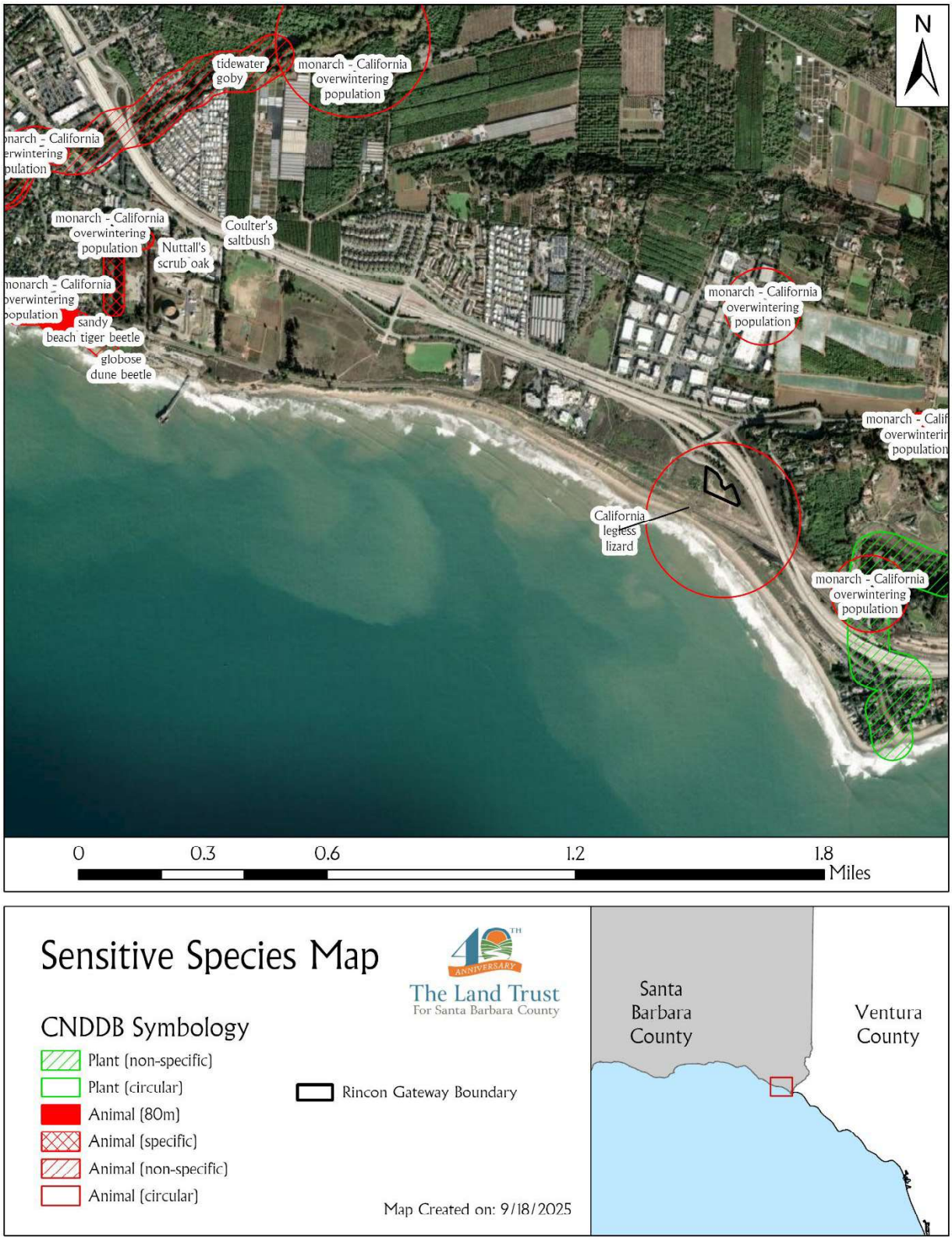

Figure 13. Sensitive Species Map

4. Existing Features

Table 2. Inventory of Existing Features

Name	Baseline Photopoint
Northeast Boundary Fence	14, 15
Concrete Barriers (3)	17, 19
Wind indicator (4)	6, 8, 13
Drainage Inlet	23
Chevron Pipe Marker (2)	12, 14
Water Valve	18

4.1. Structures

There are no existing structures on the Property. Human-made features identified on the Property are enumerated in Table 2 and mapped in Figure 14. Photos of each feature can be viewed in Appendix A.

4.2. Roads and Tracks

There are a number of informal trails that have been developed on the Property. Several of these connect Rincon Bluffs to the Property and Rincon County Park. See Figure 14 for the location of all trails that were identified onsite.

4.3. Fencing

There is one chain-link fence that runs parallel to the Property's northern boundary with U.S. Highway 101 for approximately 250-feet.

4.4. Oil Infrastructure

There is no oil infrastructure located on the Property. According to the Phase 1 ESA, the closest oil/and or gas well is located approximately 385-feet east, southeast of the Property. It is an abandoned dry well (API No. 0408304324) that was owned by the Carpinteria Oil and Gas Company. Two markers for a Chevron pipeline (see Section 4.6) were identified adjacent to the fence along the Property's northern boundary.

4.5. Water Infrastructure

There is no developed water infrastructure located on the Property. According to maps provided by GeoSolutions in the Phase 1 ESA, a water valve is located at the end of Carpinteria Avenue, on the border between parcels 001-210-023 and 001-210-013. Additionally, a drainage inlet is

located in the northwest corner of the property. Water drains into this inlet, before eventually entering the city of Carpinteria's storm water management system along Carpinteria Avenue. See Appendix A and Figure 14 for photographs and locations of the water valve and drainage inlet.

4.6. Utilities and Easements

According to the Preliminary Title Report (PTR), multiple easements with utility and energy companies have been recorded. Some of the locations of these easements cannot be determined from the record information, while others appear in a map provided by First American Title.

An easement for pipelines and incidental purposes was recorded in 1980 with Chevron U.S.A Inc. That easement is located in the northern part of the eastern most parcel (APN 001-210-013) and follows Carpinteria Avenue. Photos of the pipe markers are documented in Appendix A. A 15-foot wide access easement for a road, public utilities, and incidental purposes was also recorded on that same parcel between 1956-61. That road appears to have facilitated access to the building that appeared south of the Property (see Section 1.1). See the PTR for a full description of all utilities and easements associated with the Property.

4.7. Mineral rights and Water Rights

The mineral rights to the Property have been served to some degree since 1948. According to the Preliminary Title Report (PTO), portions of the Property's subsurface mineral rights were retained by the original owners when the Property was conveyed to subsequent owners in 1948, 1957, and 1981. Today, all rights have been severed.
The following is taken directly from the Mineral Remoteness Opinion (MRO) prepared by Numeric Solutions LLC:

> Numeric believes that petroleum or mineral extraction from the subject 2.48-acre properties will not be reasonably feasible for the foreseeable future. Should a conservation easement be designated on the lands limiting use, further

development would very likely be infeasible for economic and other reasons cited.

See the MRO and PTR for a full description of the mineral and water rights.

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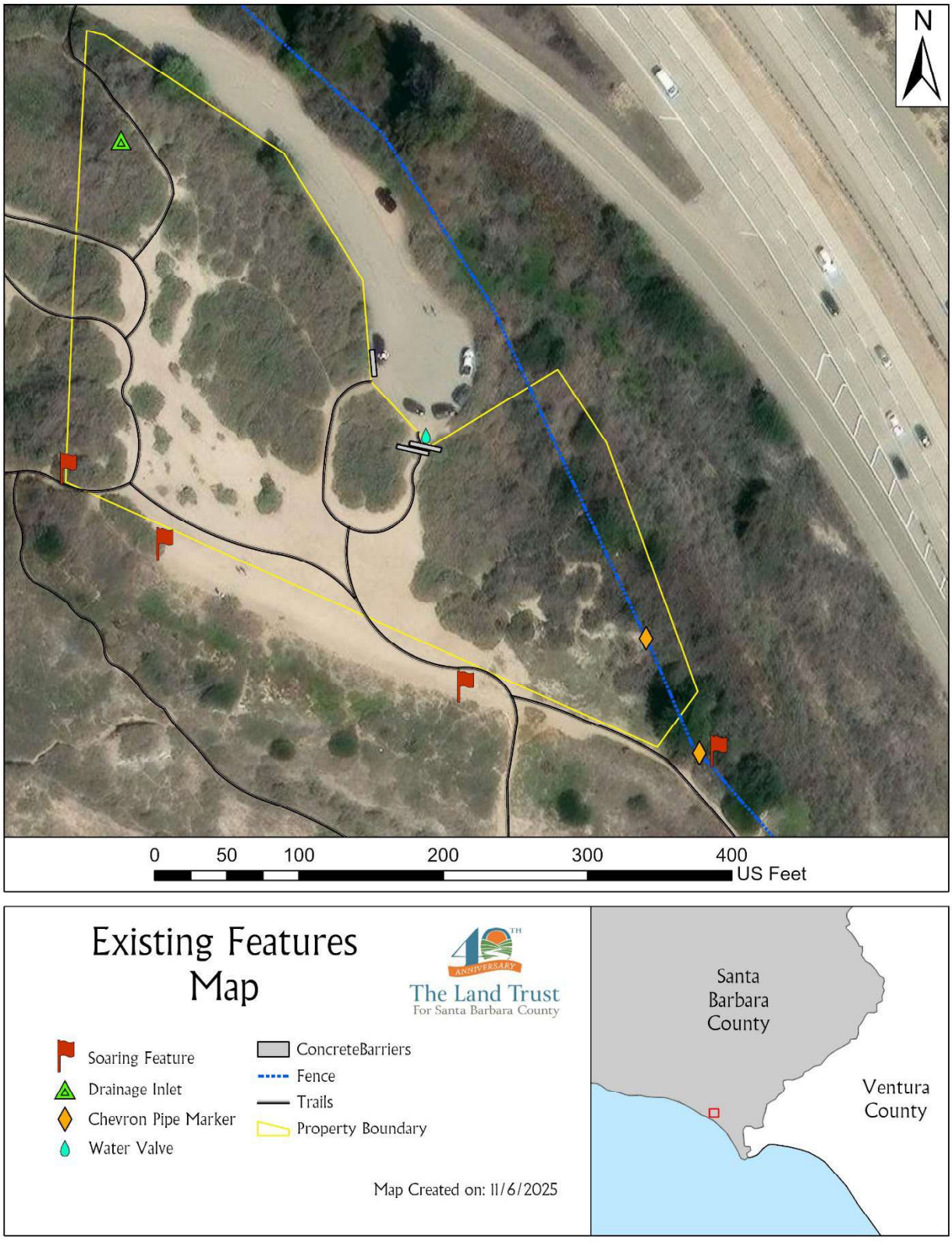


Figure 14. Existing Features Map

5. Selected Citations and References

California Department of Fish and Wildlife. California Natural Diversity Database (CNDDB). Available online at http://www.dfg.ca.gov/biogeodata/cnddb/.

California Department of Fish and Wildlife. California Wildlife Habitat Relationship System (CWHR). Available online https://www.dfg.ca.gov/biogeodata/cwhr/wildlife_habitats.asp

California Department of Fish and Wildlife. (2025). *Habitat description — Coastal Scrub (CSC)*. California Wildlife Habitat Relationships System. https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=67374

First American Title Company. (2025). *CLTA preliminary title report for 6555 Carpinteria Ave, Carpinteria, CA 93013 (Order No. 4 009-7209716)*.

Numeric Solutions LLC. (2025, January 21). *Minerals assessment report: King Property – Carpinteria Bluffs, Carpinteria, California*. Prepared for The Land Trust for Santa Barbara County.

Padre Associates, Inc. (2025). *Phase I environmental site assessment: Approximately 2.5-acre undeveloped property located at the Carpinteria Bluffs, 6555 Carpinteria Avenue, Carpinteria, Santa Barbara County, California*.

Soil Survey Staff, Natural Resources Conservation Service, United States Department of Agriculture. Web Soil Survey (SSURGO). Available online at http://websoilsurvey.nrcs.usda.gov/

6. Landowner Contact Information

Landowner:

The Land Trust for Santa Barbara County

1530 Chapala St. Suite A

Santa Barbara, CA 93101

General: info@sblandtrust.org

(805) 966-4520

7. Acknowledgement of Property Condition

In accord with the grant deed of conservation easement referenced herein, and with Section 1:170A-14(g)(5) of the Internal Revenue Code, the undersigned hereby accepts and acknowledges that this Baseline Documentation Report is an accurate representation of the property at the time of grant of the conservation easement.

CITY OF CARPINTERIA:

By: _____Date: _____

By: _____Date: _____

LAND TRUST:

By: _____Date: _____

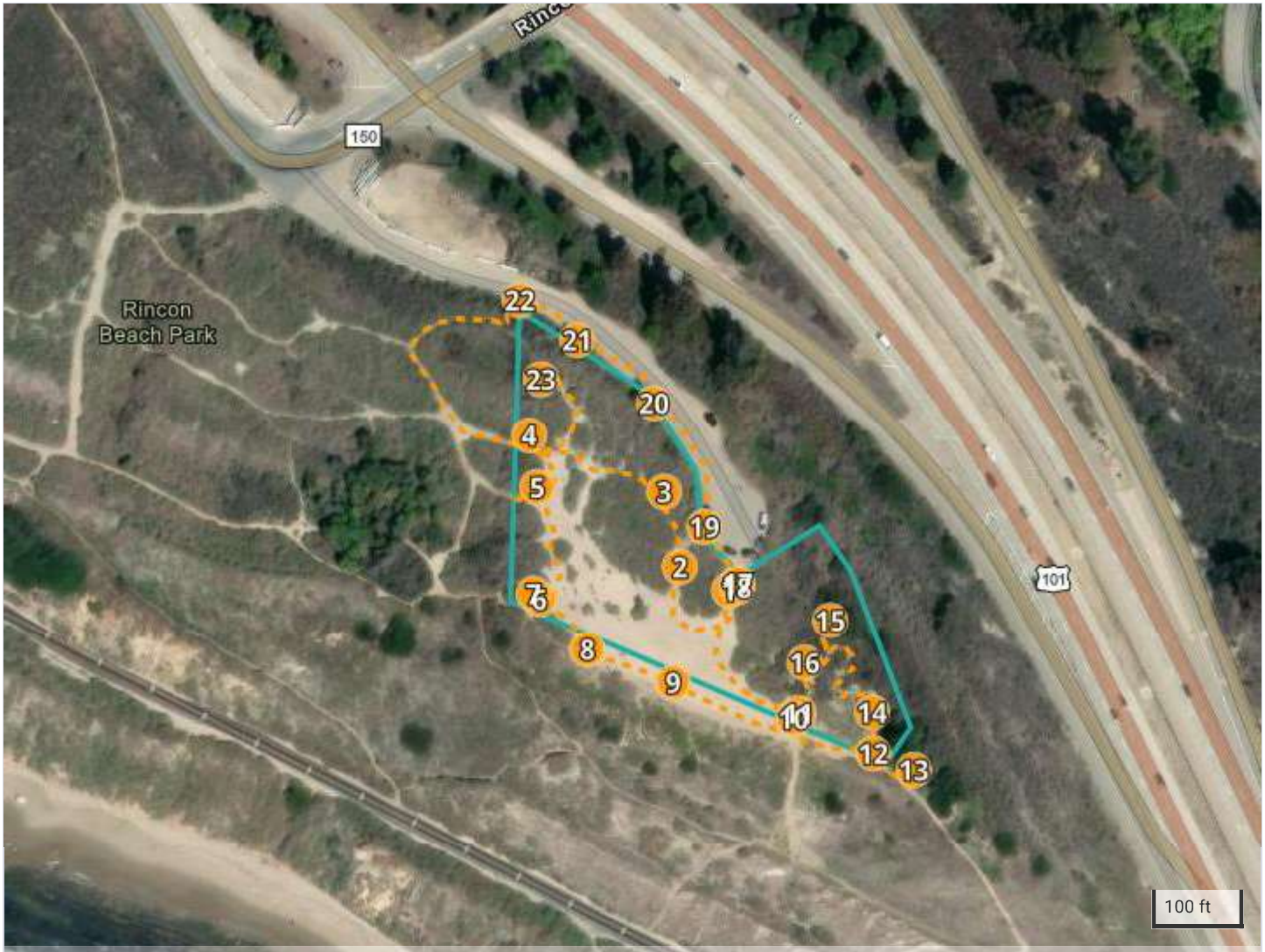
Meredith Hendricks, Executive Director

LAND TRUST Report Preparer:

By: _____Date: _____

Kyle Kusa, Land Stewardship Manager

Baseline Photo Inventory



Aerial imagery dates: 2/23/2025 | Powered by Esri | Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community | Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

- Property Boundary
- Baseline Lines
- Baseline Points

PHOTOPOINT LOCATIONS

Note: A photopoint on the map may be associated with multiple photos.

Baseline Lines

Baseline Points

Property Boundary

PHOTOPOINT LOCATIONS

Note: A photopoint on the map may be associated with multiple photos.

Property Boundary

Baseline Lines

Baseline Points

PHOTOPOINT LOCATIONS

Note: A photopoint on the map may be associated with multiple photos.

Property Boundary

Baseline Lines

Baseline Points

PHOTOPOINT LOCATIONS

Note: A photopoint on the map may be associated with multiple photos.

Property Boundary

Baseline Lines

Baseline Points

PHOTOS

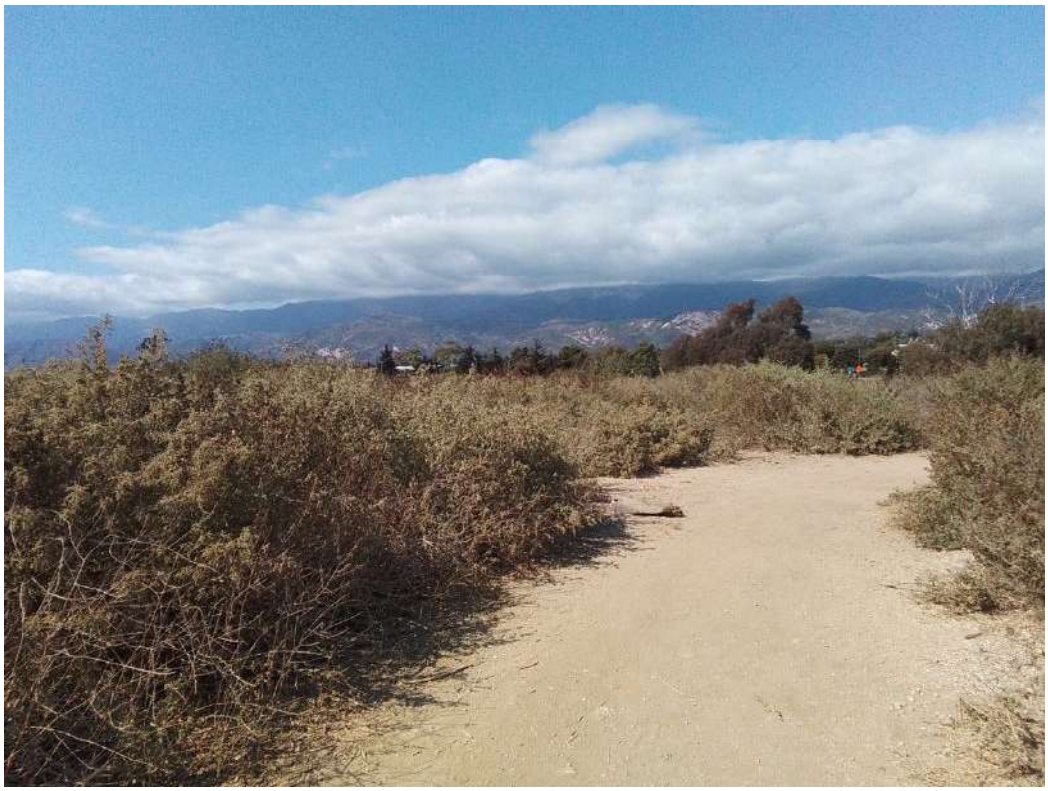
Photopoint #: 1

Location: 34.38193, -119.48415

Atriplex lentiformis was the most common shrub observed on the property. It forms dense patches that sometimes include other scrub species such as Baccharis pilularis and Artemisia californica. Taken on 9/10/2025 by Kyle Kusa. Facing East-Southeast.

Photopoint #: 2

Location: 34.38201, -119.48433



View of one of the primary routes taken to access the Property from Carpinteria Avenue. Taken on 9/10/2025 by Kyle Kusa. Facing North-Northwest.

Photopoint #: 3

Location: 34.38223, -119.48439

A metal T-post emerges from a patch of Atriplex lentiformis. The post didn't appear to be marking anything. Taken on 9/10/2025 by Kyle Kusa. Facing South.

Photopoint #: 4

Location: 34.3824, -119.48488

One of the three trails that connects the Property to Rincon Bluffs. View towards Rincon Bluffs. Taken on 9/10/2025 by Kyle Kusa. Facing West-Northwest.

View towards the Property. Taken on 9/10/2025 by Kyle Kusa. Facing East-Southeast.

Photopoint #: 5

Location: 34.38224, -119.48485

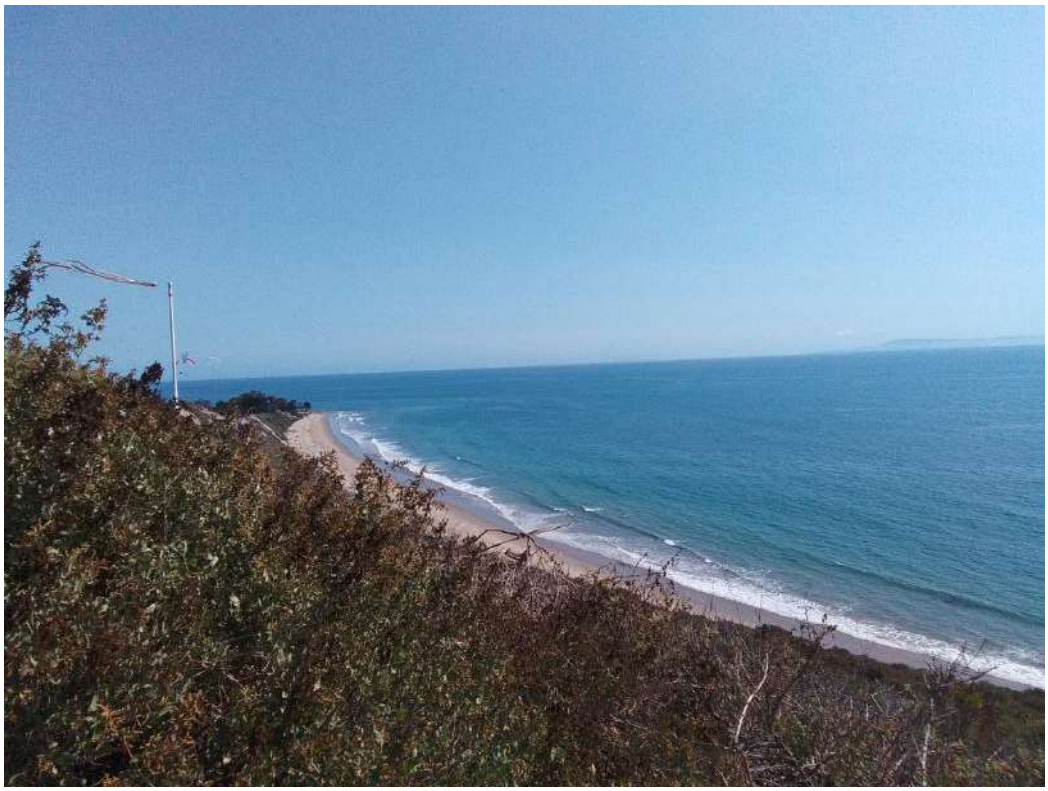
A dense patch of Atriplex lentiformis and mustard (Brassica nigra) separates this trail and the one at Photopoint 4. Taken on 9/10/2025 by Kyle Kusa. Facing North-Northeast.

View of another one of the trails that connects the Property to Rincon Bluffs. View towards Rincon Bluffs. Taken on 9/10/2025 by Kyle Kusa. Facing West.

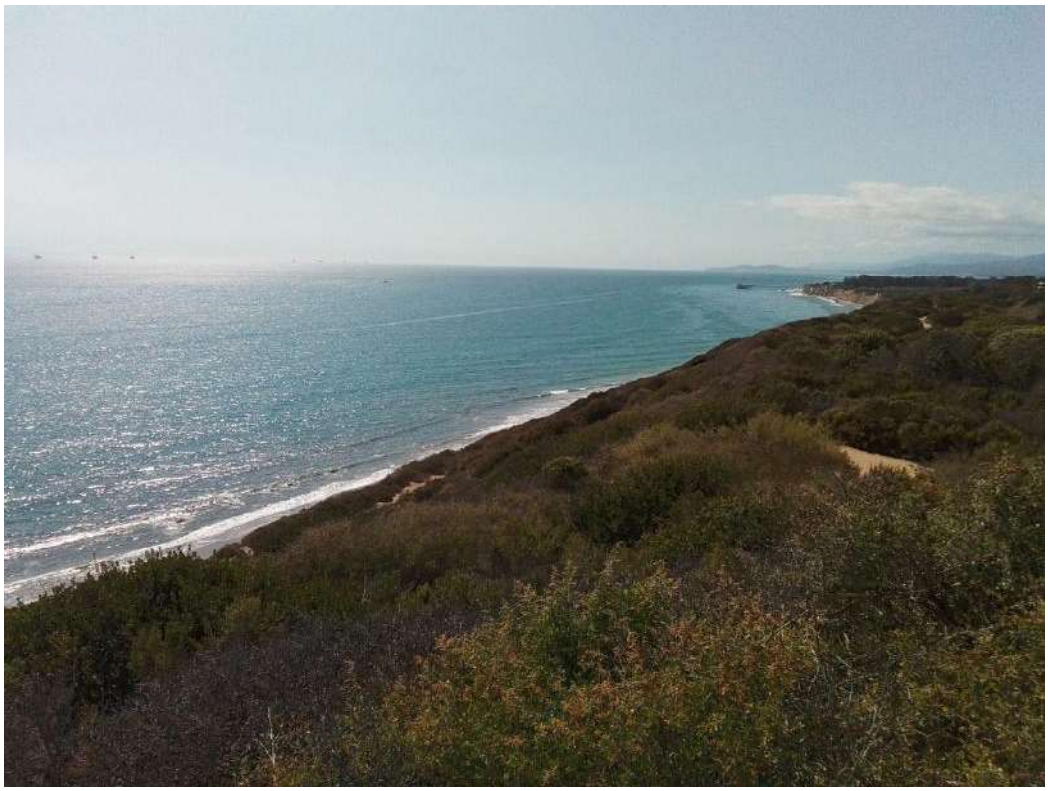
View towards the Property. Taken on 9/10/2025 by Kyle Kusa. Facing East-Northeast.

Photopoint #: 6

Location: 34.38191, -119.48484



This view toward Rincon Point shows a streamer and plastic pole (left side of the photograph). Several (4) of these wind indicators were observed on the property. Taken on 9/10/2025 by Kyle Kusa. Facing South-Southeast.



View towards the Rincon Bluffs and Carpinteria Bluffs Nature preserve. Taken on 9/10/2025 by Kyle Kusa. Facing West-Southwest.

Photopoint #: 7

Location: 34.38192, -119.48487

Additional view. Taken on 9/10/2025 by Kyle Kusa. Facing East.

View of the third trail that connects the Property to Rincon Bluffs. Taken on 9/10/2025 by Kyle Kusa. Facing West.

Photopoint #: 8

Location: 34.38176, -119.48467

Base of the wind indicators. The structure consists of a plastic pole that fits into a round metal base that's cemented into the ground. Taken on 9/10/2025 by Kyle Kusa. Facing Southwest.

Encelia californica. More common on the the steep bluff edges. Taken on 9/10/2025 by Kyle Kusa. Facing West-Northwest.

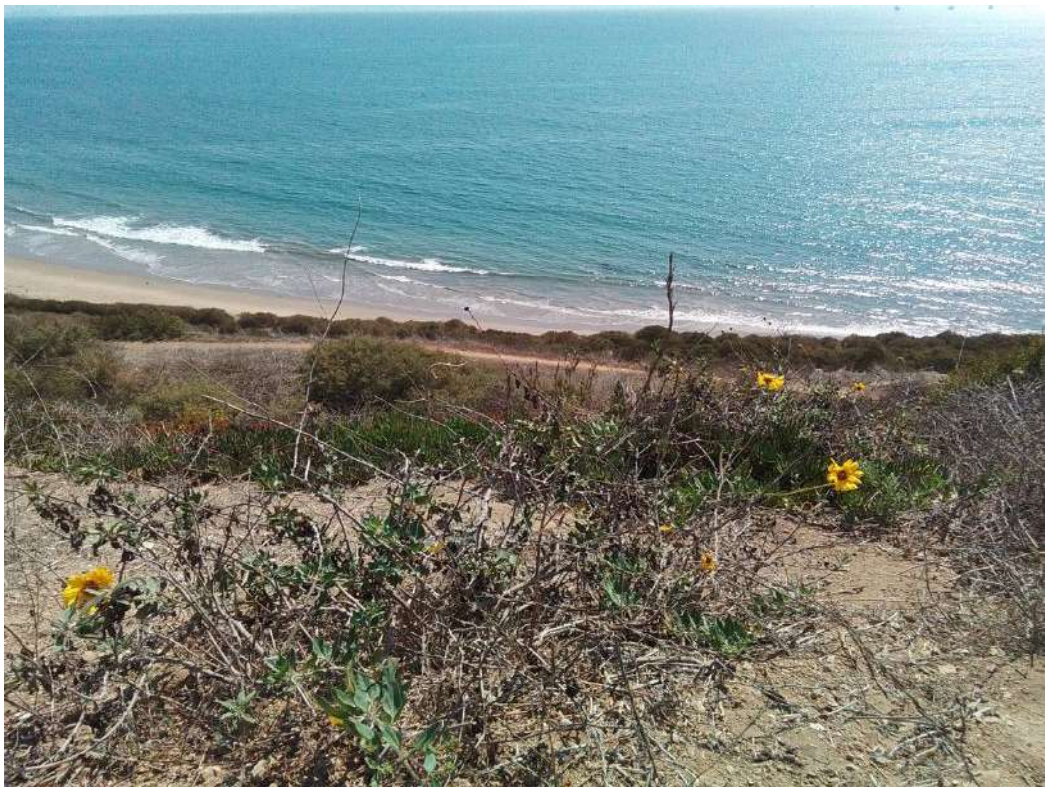
Pseudognaphalium californicum. Taken on 9/10/2025 by Kyle Kusa. Facing North-Northwest.

View of the cement base. Taken on 9/10/2025 by Kyle Kusa. Facing West-Southwest.

View of the wind indicator referenced at photopoint 6. Taken on 9/10/2025 by Kyle Kusa. Facing West-Northwest.

Photopoint #: 9

Location: 34.38166, -119.48436



Encelia californica. Taken on 9/10/2025 by Kyle Kusa. Facing South-Southwest.

Isocoma menziesii. Taken on 9/10/2025 by Kyle Kusa. Facing Southwest.

Photopoint #: 10

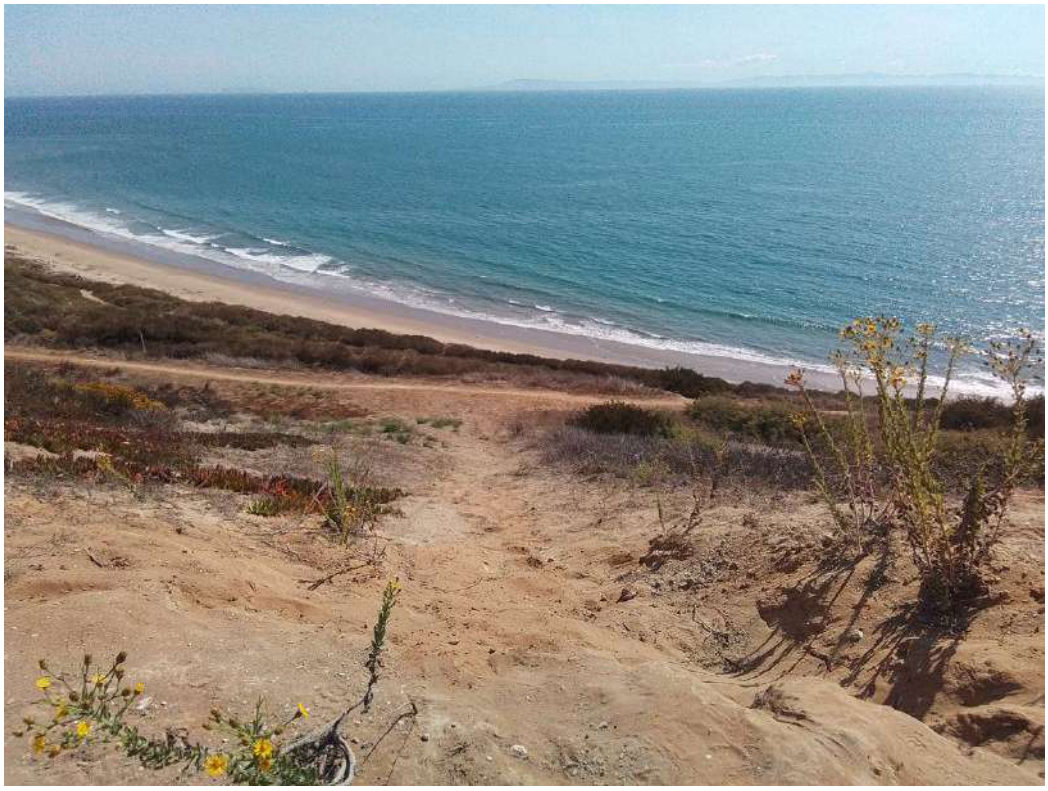
Location: 34.38155, -119.48392

Heterotheca grandiflora. Taken on 9/10/2025 by Kyle Kusa. Facing South-Southeast.

Photopoint #: 11

Location: 34.38156, -119.4839

Ice plant (Carpobrotus sp.) is a fairly common invasive plant on the Property. Observed here growing along side the native Heterotheca grandiflora. Taken on 9/10/2025 by Kyle Kusa. Facing East.



View of a trail that leads off of the Property and connects to Rincon County Park. Taken on 9/10/2025 by Kyle Kusa. Facing South.

Photopoint #: 12

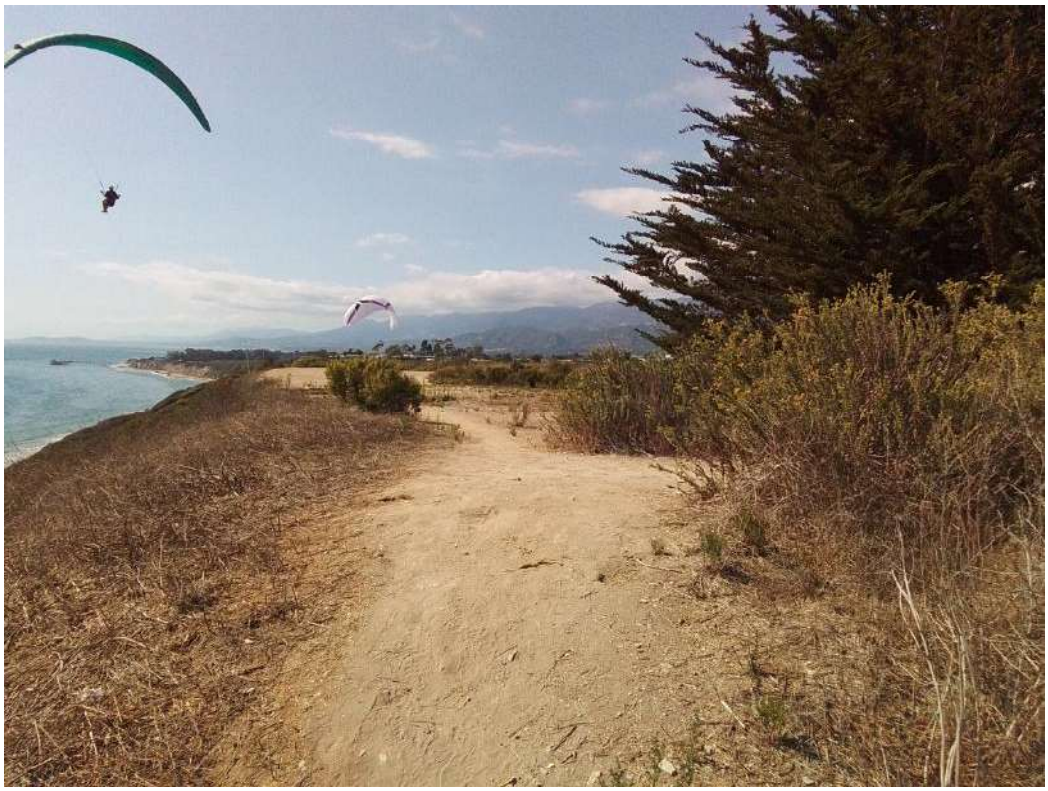
Location: 34.38144, -119.48363

Large Hesperocyparis sp. tree growing in the southeast corner of the Property. Taken on 9/10/2025 by Kyle Kusa. Facing East.

There was a large amount of dumped concrete and other construction debris under the tree. Taken on 9/10/2025 by Kyle Kusa. Facing East.

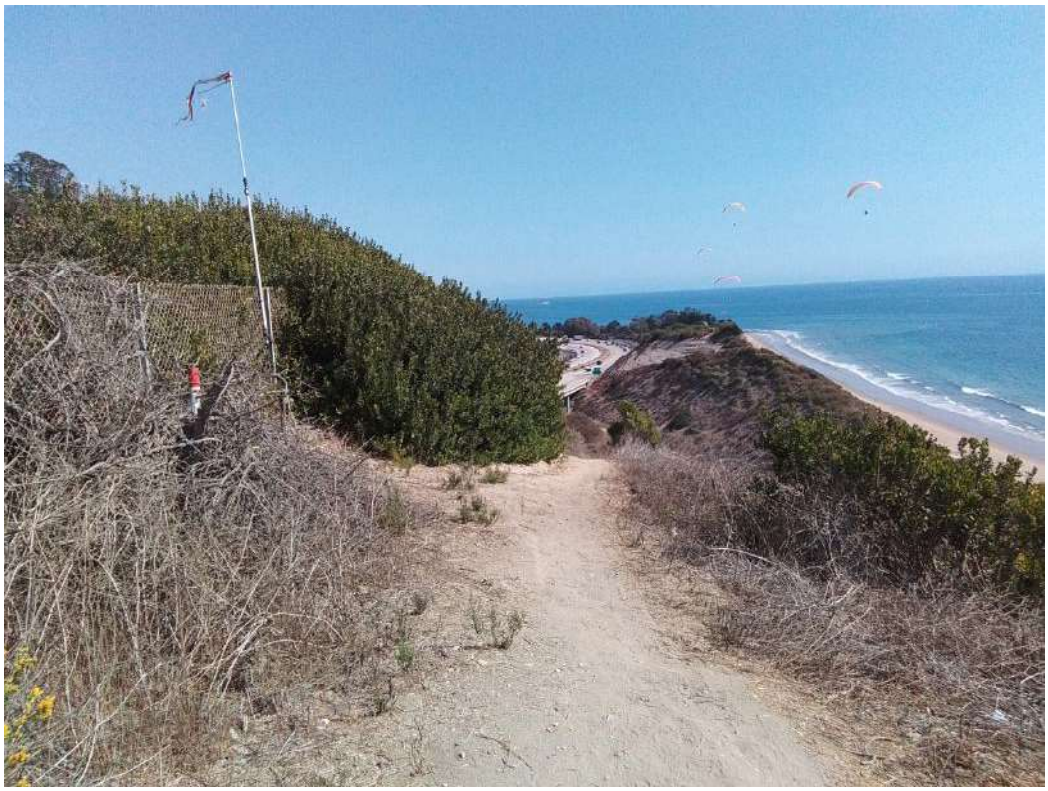
Photopoint #: 13

Location: 34.38139, -119.48348



Additional view of the area. Taken on 9/10/2025 by Kyle Kusa. Facing West-Northwest.

Isocoma menziesii. Taken on 9/10/2025 by Kyle Kusa. Facing North.



View of another wind indicator located near a trail that connects to Rincon County Park. The pole with the orange top on the left side of the frame marks the location of a Chevron pipe. Taken on 9/10/2025 by Kyle Kusa. Facing East-Southeast.

Photopoint #: 14

Location: 34.38157, -119.48363

Rhus integrifolia and Baccharis pilularis growing around the fence. Taken on 9/10/2025 by Kyle Kusa. Facing North.

View of a chain link fence that runs along the Property's northern boundary. The pole with the orange top on the left side of the frame marks the location of a Chevron pipe. Taken on 9/10/2025 by Kyle Kusa. Facing North-Northeast.

Photopoint #: 15

Location: 34.38184, -119.48378

Chairs that are staged near the Property's northern boundary. Taken on 9/10/2025 by Kyle Kusa. Facing North.

Additional view. Taken on 9/10/2025 by Kyle Kusa. Facing East-Southeast.

Dumped construction debris. Taken on 9/10/2025 by Kyle Kusa. Facing Northeast.

Photopoint #: 16

Location: 34.38171, -119.48388

Dense complex of Baccharis pilularis, Atriplex lentiformis, and Artemisia californica in the southeast area of the Property. Taken on 9/10/2025 by Kyle Kusa. Facing North.

Photopoint #: 17

Location: 34.38196, -119.48412

Concrete barriers at the terminus of Carpinteria Avenue. Taken on 9/10/2025 by Kyle Kusa. Facing East.

Additional view. Taken on 9/10/2025 by Kyle Kusa. Facing Southeast.

Photopoint #: 18

Location: 34.38194, -119.48413

Water valve that connects to a line that runs along Carpinteria Avenue. Taken on 9/10/2025 by Kyle Kusa. Facing North-Northwest.

Photopoint #: 19

Location: 34.38213, -119.48424

Additional concrete barrier at the terminus of Carpinteria Avenue. Taken on 9/10/2025 by Kyle Kusa. Facing South.

Photopoint #: 20

Location: 34.3825, -119.48443

Large Brazilian pepper tree (Schinus terebinthifolia) growing on the border of the Property and Carpinteria Avenue. Taken on 9/10/2025 by Kyle Kusa. Facing Southeast.

Pepper tree leaves. Taken on 9/10/2025 by Kyle Kusa. Facing South.

Photopoint #: 21

Location: 34.38269, -119.48471

More Brazilian pepper trees. Taken on 9/10/2025 by Kyle Kusa. Facing South.

Photopoint #: 22

Location: 34.38281, -119.48492

A trail that leads from Carpinteria Avenue to the Property. Taken on 9/10/2025 by Kyle Kusa. Facing South-Southeast.

View towards Carpinteria Avenue. Taken on 9/10/2025 by Kyle Kusa. Facing North-Northeast.

Photopoint #: 23

Location: 34.38257, -119.48484

Drainage inlet.. Taken on 9/10/2025 by Kyle Kusa. Facing East.

Photographer Signature:

Kyle Kusa, Land Stewardship Coordinator ,
The Land Trust for Santa Barbara County
Date: September 16th, 2025 at 3:41:04 PM GMT-7

EXHIBIT 3 TO RESOLUTION NO. 6449

Amended and Restated
Rincon Bluffs Preserve Endowment Agreement

THIS AMENDED AND RESTATED RINCON BLUFFS PRESERVE ENDOWMENT AGREEMENT (this "**Agreement**") is entered into by and between City of Carpinteria, a California municipal corporation ("**City**"), and The Land Trust for Santa Barbara County, a California nonprofit public benefit corporation ("**Land Trust**"). The City and the Land Trust shall collectively be referred to as the "**Parties**" and individually as a "**Party**".

Introduction

A. The Rincon Bluffs Preserve consists of approximately 21.65 acres of coastal blufftop open space property located within the boundaries of the City of Carpinteria, County of Santa Barbara, and State of California, identified as Assessor's Parcel Numbers 001-210-020 and 001-210-024, and is more particularly described in Exhibit A-1, attached hereto and incorporated herein by reference ("**Rincon Bluffs Preserve**").

B. Land Trust and City, with the help of the Citizens for the Carpinteria Bluffs ("**Citizens**"), raised $6,000,000 to purchase the Rincon Bluffs Preserve to preserve it as open space for the benefit of the communities of Carpinteria and Santa Barbara County.

C. On June 15, 2016, the Land Trust closed escrow on the purchase of the Rincon Bluffs Preserve following the successful completion of the fundraising campaign to raise the funds needed to permanently protect and preserve the Rincon Bluffs Preserve.

D. Following negotiations, on March 27, 2020, the City purchased the Rincon Bluffs Preserve from the Land Trust for $944,750. The funds were awarded to the City from the California Coastal Conservancy ("**Conservancy**"), the California Natural Resources Agency ("**Resources**"), and the County of Santa Barbara ("**County**") to support the acquisition and permanent protection of the Rincon Bluffs Preserve. The City then conveyed a Deed of Conservation Easement ("**Rincon Bluffs Conservation Easement**") in favor of the Land Trust.

E. In addition, as part of the transfer of the Rincon Bluffs Preserve to the City, the Parties entered into the Rincon Bluffs Preserve Endowment Agreement dated _____ (the "**Original Agreement**") to establish an Endowment Fund to provide funds in perpetuity to support the long term stewardship of the Rincon Bluffs Preserve.

F. On January 28, 2025, Land Trust acquired and on the Effective Date, (defined below) conveyed to City additional real property immediately adjacent to the Rincon Bluffs Preserve, commonly known as Rincon Gateway, described on the attached Exhibit A-2, attached hereto and incorporated herein by reference, and referred to as Assessor's Parcel Numbers 001-210-013, -016, & -023 (the "**Rincon Gateway Property**"). On the Effective Date, City granted to Land Trust a conservation easement encumbering the Rincon Gateway Property ("**Rincon Gateway Conservation Easement**" and together with the Rincon Bluffs Conservation Easement, the "**Conservation Easements**"). The Rincon Bluffs Preserve and the Rincon Gateway Property are referred collectively in this Agreement as the "**Property**."

G. Land Trust and City, with approval from Citizens and the Carpinteria Open Space Management Advisory Board (a board that advises the City Council regarding development and use of all coastal open space and trails owned or managed by the City), desire to amend the Original Agreement to include the Rincon Gateway Property, such that the Endowment Fund will be available to be used by City for the operation, maintenance, and enhancement of both the Rincon Bluffs Property and the Rincon Gateway Property.

H. This Amended and Restated Endowment Agreement sets forth the terms and conditions for the management and use of the Endowment Fund for the Property.

AGREEMENT

1. Initial Establishment of Endowment Fund. The purpose of the Rincon Bluffs Preserve Endowment Fund ("**Endowment Fund**" or "**Fund**") is to provide revenue to City for the purpose of conducting maintenance and operation activities and completing environmental enhancement and capital improvement projects for the Property, consistent with the terms of the Conservation Easements which encumber the Property. The initial principal value ("**Initial Principal Value**") of the Endowment Fund under the Original Agreement was One Million and No/100 Dollars ($1,000,000.00). In order to preserve the purchasing power of this Fund, the "**Principal Value**" as such term is used in the Original Agreement and this Agreement will be equal to the Initial Principal Value adjusted annually for inflation. For purposes of adjusting for inflation, the Committee (defined below) will use the Consumer Price Index (CPI), Urban Wage Earners and Clerical Workers, Los Angeles-Long Beach-Anaheim, CA, published by the Bureau of Labor Statistics of the United States Department of Labor, or its successor.

2. Committee Oversight. The Endowment Fund will be held and managed by the Land Trust, which has organized a Carpinteria Bluffs Endowment Fund Committee ("**Committee**") to oversee and advise on the management, investment and disbursement of the Endowment Fund earnings and assets. The Committee will be appointed by the Board of Trustees of the Land Trust, and will be composed of the following members: two (2) members and, optionally, one (1) alternate member of the Land Trust Board of Trustees; three (3) members and, optionally, one (1) alternate member nominated by the Board of Directors of Citizens.; and one (1) non-voting member representing the City. The Committee members will be appointed for 3-year renewable terms. While the purpose of this Endowment Fund is to support the City's management of the Property, the Endowment Fund is held by the Land Trust in order to provide external oversight of the use of the funds. As such, no voting Committee member may be a current employee or appointed or elected official of the City. Alternate members of the Committee may stand in as a voting member for a member representing the same organization as the alternate is representing when that voting Committee member is absent. If Citizens ceases to exist or becomes inactive, then other organization(s) with a focus on environmental protection and/or open-space preservation (with preference for those within the Carpinteria Valley, particularly organizations involved in the preservation of the Carpinteria Bluffs) must be approved by the Land Trust Board. Once approved, the organization(s) may nominate representatives to the Committee. However, the Board of Trustees of the Land Trust shall retain the ultimate decision-making authority on the appointment or replacement of members of the Committee and may reject nominees proposed by Citizens or other organizations, if, in its sole judgment, such nominees are not qualified for appointment.

3. Committee Responsibilities. The Committee is tasked with the goal of long-term growth of the Endowment Fund assets in accordance with policies developed by the Committee. The Land Trust will manage the Fund on behalf of the Committee in accordance with such Committee policies and the Land Trust's investment policy, which policy includes compliance with the Uniform Prudent Management of Institutional Funds Act. The Land Trust, with advice from the Committee, may designate one or more professional financial advisors based upon expertise and past performance to manage the assets of the Endowment Fund. The Endowment Fund shall be managed with a focus on long-term growth of the principal to maintain the relative purchasing power of the fund in perpetuity.

The Committee shall meet at least semi-annually to review the Endowment Fund performance and annually to review and recommend to Land Trust disbursement of funds to the City for the benefit of the Property. The Committee shall prepare and deliver a report to the City annually providing the balance of the Endowment Fund and showing all income into and disbursements from the Endowment Fund following generally accepted accounting principles (to the extent applicable).

4. Annual Distributions. The Committee will evaluate the City's proposed budgets for the Property and approve distributions to the City on an annual basis ("**Annual Distribution**"). The City will be eligible to receive up to four percent (4%) of the Average Endowment Fund Balance (as defined below) annually; provided that, at the sole discretion of the Land Trust, Land Trust may permit distributions greater than

four percent if the Endowment Fund balance exceeds the Principal Value after the annual distribution to the City.

The "**Average Endowment Fund Balance**" will be calculated by averaging the immediately preceding twelve (12) calendar quarters' Endowment Fund balance. The Average Endowment Fund Balance will then be multiplied by 0.04 to calculate the Annual Distribution. Should Endowment Fund earnings be less than four percent, the balance may decline, but in no event shall the Endowment Fund balance be allowed to fall below the Principal Value. If an Annual Distribution of four percent would cause the Endowment Fund balance to fall below the Principal Value, Land Trust shall limit the Annual Distribution for such year to such amount that will retain the Principal Value. Disbursements from the Fund are strictly limited to reasonable fund management expenses and disbursements to the City.

If the earnings from the Endowment Fund are insufficient to provide for the management, maintenance and preservation of the Property, City shall use such available earnings to address the most critical management, maintenance, and preservation needs of the Property, as determined by Land Trust in consultation with the Committee.

5. City Request for Funds. Annual Distributions of funds from the Endowment Fund to the City shall occur only after the City submits a letter to the Land Trust and the Committee, on or before January 15 of each year, specifying, at a minimum, the following:

(a) Routine maintenance performed on the Property during the prior year, including any significant modification of the standard practices due to changes in circumstances, environmental conditions, or maintenance techniques;

(b) Actual costs associated with maintenance performed on Property during the prior year;

(c) Proposed maintenance to be performed on the Property during the coming year, including any significant modification of the standard practices due to changes in circumstances, environmental conditions, or maintenance techniques;

(d) Amount of funds, if any, necessary for City to comply with federal, state, or local laws concerning public health and safety requirements;

(e) Any extraordinary maintenance or planned environmental enhancements to be performed that are outside the scope of the standard maintenance practices; and

(f) All anticipated costs associated with proposed work and other necessary operational activities, such as public safety patrols of Property by City law and code enforcement personnel.

Provided such letter from the City is timely submitted to Land Trust and the Committee, Land Trust will deliver to City on or before February 15 of each year the Annual Distribution amount from the Endowment Fund.

6. Conservation Easement Compliance. Prior to making its Annual Distribution recommendation, the Committee shall be advised of the status of any violations and/or enforcement actions taken by the Land Trust under the Conservation Easement(s) and shall have the opportunity to review all available Land Trust Conservation Easements monitoring reports. Land Trust may withhold all or a portion of the Annual Distribution if the following circumstances exist:

(a) Land Trust determines that a significant violation of the terms, conditions, covenants, or restrictions contained in the Conservation Easements (or either of them) has occurred or is threatened by actions of City or anyone acting under its authority;

(b) Land Trust has given written notice to City of such violation that includes the specific section(s) of the applicable Conservation Easement(s) alleged to have been violated and has recommended to City a suggested corrective action to reasonably cure the violation; and

(c) Land Trust determines that City has not cured or initiated reasonable actions to cure the violation.

Notwithstanding the foregoing, Land Trust shall not withhold funds reasonably necessary for City to comply with federal, state, or local laws concerning public health and safety requirements, provided that the disbursement of those funds is otherwise permitted under the terms of this Agreement.

7. Emergency Disbursement Requests. The Committee will recognize that emergency situations, including impacts from natural disasters, may arise that require the City to deviate from its standard maintenance practices and perform work immediately to protect the Property or public health and safety. The City shall notify the Land Trust and the Committee, in writing and preferably in advance, when any significant emergency work is required. Under such circumstances, the City may apply at any time for a special disbursement from the Endowment Fund, in addition to the Annual Distribution, to meet such non-routine or documented emergency maintenance needs. Such special disbursement shall be made at the sole discretion of the Land Trust, in consultation with the Committee, and may be charged against the funds available for disbursement in the following year(s).

8. Improvement Fund. The Parties agreed under the Original Agreement that completion of certain capital improvements ("**Initial Improvements**") are necessary and desirable in support of safe public use and enjoyment of the Rincon Bluffs Preserve. Exhibit B to this Agreement, attached hereto and incorporated herein by reference, describes certain Initial Improvements, all to be built in accordance with the terms of the Rincon Bluffs Conservation Easement. As of the date of the Original Agreement, Land Trust raised more than Seven Hundred Fifty Thousand Dollars ($750,000), in addition to the Endowment Fund, to construct and install these Initial Improvements (the "**Improvement Fund**"). The Parties recognize that the Improvement Fund is insufficient to construct all the Initial Improvements, but that significant opportunity exists to apply for and receive grants to achieve full funding for the Initial Improvements. The Parties agree to collaborate and to leverage the limited Improvement Fund against grants to install the Initial Improvements payable with available funding no later than four (4) years from the date that City takes ownership of the Rincon Gateway Property. If all of the Initial Improvements have not been completed to the satisfaction of Land Trust within four (4) years, the remaining unobligated balance of the Improvement Fund may be used at the discretion of Land Trust for the benefit of the Property. If all of the Initial Improvements have been completed to the satisfaction of Land Trust, then any remaining unobligated funds in the Improvement Fund will be applied to the Endowment Fund and will be treated as additional principal for the purpose of defining Initial Principal Value and calculating Average Endowment Fund Balance.

9. Notices. Any notice, demand, request, consent, approval, or communication that either Party desires or is required to give to the other shall be in writing and either served personally or sent by United States certified mail, return receipt requested, or by another common method or service where receipt is confirmed (including by email, with read receipt), addressed as follows or such other address as either Party from time to time shall designate by written notice to the other.

To CITY:	City of Carpinteria Attn: City Manager 5775 Carpinteria Avenue Carpinteria, CA 93013 Telephone: (805) 684-5405 michaelr@carpinteriaca.gov
To LAND TRUST:	The Land Trust for Santa Barbara County Attn: Executive Director Post Office Box 91830 Santa Barbara, CA 93190-1830 Telephone: (805) 966-4520 mhendricks@sblandtrust.org
TO COMMITTEE:	Carpinteria Bluffs Endowment Fund Committee

Attn: Chair
c/o Land Trust for Santa Barbara County
Post Office Box 91830
Santa Barbara, CA 93190-1830
Telephone: (805) 966-4520

10. Effective Date. This Agreement shall become effective on the later of (a) the date the deed from the Land Trust to the City for the Rincon Gateway Property is recorded or (b) the Rincon Gateway Conservation Easement is recorded (such date, the "**Effective Date**"). On the Effective Date, the Original Agreement is superseded in its entirety by this Agreement.

11. Entire Agreement. This document sets forth the entire agreement of the Parties with respect to this Agreement and supersedes all prior discussions, negotiations, understandings, or agreements relating to this Endowment Fund (but expressly excluding the Conservation Easements), all of which are merged herein. This Agreement may be altered, amended, or modified only by instrument in writing, executed by the Parties to this Agreement. In the event of a conflict between the terms of either Conservation Easement and this Agreement, the terms of the applicable Conservation Easement shall prevail.

12. Authority. Each individual executing this Agreement on behalf of the City and the Land Trust represents and warrants that he, she, or they is duly authorized to execute and deliver this Agreement on behalf of such entity.

13. Waiver. Failure of any Party at any time to require performance of any provision of this Agreement shall not limit that Party's right to enforce the provision. Waiver of any breach of a provision shall not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or of any other provision.

14. Dispute Resolution. In the event of a dispute, claim, or controversy regarding any aspect of this Agreement, the Parties agree to first attempt to resolve the matter through non-binding mediation before initiating arbitration or litigation. A Party shall notify the other Party of the issue in writing and suggest the name of a mediator or mediators experienced in land use that are listed by the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. If the other side does not accept the suggested mediator(s), the disapproving Party shall have ten (10) days to make a counter-suggestion. In the event the Parties cannot agree on a mediator(s), each Party shall select one (1) mediator, who, together, shall select a mediator. Neither Party shall be obligated to continue the mediation process beyond a period of ninety (90) days from the date of the selection or appointment of a mediator or if the mediator concludes that there is no reasonable likelihood that continuing mediation will result in mutually agreeable resolution of the dispute. Any applicable statutes of limitation shall be tolled during the mediation process. In the event the dispute is not resolved by mediation, the Parties may then proceed with such other means of dispute resolution as they so choose. The costs of mediation shall be borne equally by the Parties, but each Party shall bear its own costs, including attorneys' fees, individually. All communications, documents, and information disclosed during mediation shall be confidential and inadmissible in any subsequent proceeding, except as required by law.

15. Attorneys' Fees. If either Party brings any legal action to enforce any provision of this Agreement, the prevailing Party shall be entitled to recover from the other Party costs, including reasonable attorneys' fees, and court costs in such amounts as shall be allowed by the court.

16. Construction. Headings at the beginning of each article, section, and subsection are solely for the convenience of the Parties and are not a part of and shall not be used to interpret this Agreement. The singular form shall include plural and vice versa. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if all Parties have prepared it. Unless otherwise indicated, all references to articles or sections are to this Agreement.

17. Counterparts. This Agreement may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

18. Successors. This Agreement shall be binding on and inure to the benefit of the Parties, and their respective heirs, personal representatives, successors, and assigns.

19. Further Assurances. Whenever reasonably requested to do so by another Party, each Party shall execute, acknowledge, and deliver any further instrument and/or document as may be necessary, expedient, or proper under the terms and conditions of this Agreement, in order to carry out the intent and purpose of this Agreement.

[Signatures to appear on next page.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date last signed below.

CITY

CITY OF CARPINTERIA, a California municipal corporation

Date: _____

By: _____
Name: _____
Its: _____

LAND TRUST

THE LAND TRUST FOR SANTA BARBARA COUNTY, a California nonprofit public benefit corporation

Date: _____

By: _____
Name: _____
Its: _____

EXHIBIT A-1

LEGAL DESCRIPTION OF THE RINCON BLUFFS PRESERVE

The land referred to herein below is situated in the City of Carpinteria, County of Santa Barbara, State of California, and is described as follows:

PARCEL ONE:

Beginning at the point of intersection of the Southerly line of the tract of land described in the Deed to State of California, recorded December 29,1950 as Instrument No. 18885 in Book 960, Page 413 of Official Records of said County, with the Westerly line of the tract of land described in Deed to Alyce Brooks, registered August 10, 1948 as Document No. 2415 in the Office of the Registrar of Titles and a copy thereof recorded August 10, 1948 as Document No. 11163, in Book 799, Page 105 of Official Records, Records of said County, said point of intersection being shown in Map of Survey filed in Book 30, Page 166 of Record of Surveys, in the Office of the County Recorder of said County; thence Southerly along the said Westerly line of said Brook tract to the Southwest corner thereof and a point in the Northerly line of the right of way of the Southerly Pacific Railroad Company thence Northwesterly along said Northerly line of said Railroad right of way following the courses thereof, to the Southeast corner of the tract of land described in the Deed to Andor Weiss, et ux., and recorded April 29,1957, as Instrument No. 8167, in Book 1443, Page 141 of Official Records, Records of said County; thence Northerly along the Easterly line of said Weiss tract of land, to its intersection with said Southerly line of the tract of land described in the Deed to State of California, hereinbefore referred to; thence Easterly along said land mentioned line, following the courses thereof to the point of beginning.

EXCEPTING THEREFROM that portion thereof described as Parcels 3A and 3B in the Final Order of Condemnation, Superior Court Case No. 79251, recorded April 5, 1968 as Instrument No. 11232, in Book 2227, Page 862 of Official Records, Records of said County.

ALSO EXCEPTING THEREFROM an undivided 5% of all oil, gas and other minerals in, on or under said land as reserved in Deed from T.H. Canfield and Opal A.Canfield dated July 17, 1948 and registered August 10, 1948 as Document No. 2414, in the Office of the Registrar of Titles, and recorded August 10, 1948 as Instrument No. 11162, in Book 798, Page 162 of Official Records, Records of said County.

ALSO EXCEPTING THEREFROM an undivided 50% interest of all oil, gas and other minerals in, on, or under the surface of said land, and providing that grantees shall have the full right to lease the said premises at any time for oil, gas or other mining purposes and receive the rental from such lease so long as such lease reserved sufficient royalty out of which to pay to granters the 50% of such oil or gas or other minerals herein reserved in the event of productions thereof from said premises, as reserved in the Deed from James F. Slaybaugh and Beulah Pearl Slaybaugh, recorded March 6, 1959 in Book 1603, Page 404 of Official Records.

ALSO EXCEPTING unto and in favor of granter 50% of any payment in the form of a bonus or otherwise received by grantees as and for the consideration for the execution by said grantees of any lease, assignment or transfer of any oil and mineral rights, in, on and under the surface of said land and of any rental received by grantees other than royalties provided for any such lease, assignment or transfer, as reserved in Deed last above mentioned.)

All rights to use the surface and those portions of the subsurface lying above a depth of 500 feet below said surface were quitclaimed by James F. Slaybaugh and Beulah Pearl Slaybaugh, husband and wife to Burton SW. Hancock, by Quitclaim Deed recorded June 26, 1967 as Instrument No. 17410 in Book 2194, Page 1172 of Official Records.

PARCEL TWO:

The real property in the unincorporated area of the County of Santa Barbara, State of California, described as follows:

Beginning at the Southeasterly terminus of Course (5) described in the Final Order of Condemnation recorded April 5, 1968, in Volume 2227 of Official Records, at Page 862, Records of said County;

thence (A) in a general Southeasterly direction along Courses (4), (3), (2) and (1) as described in said Final Order to a point on said Course (1) distant thereon Northerly 17.49 feet from the Southerly Terminus thereof;

thence (B) from a tangent that bears North 68° 21' 07" West, Northwesterly along a curve to the left with a radius of 365.00 feet through an angle of07° 25' 16" for an arc length of 47.28 feet to a point of reverse curvature;

thence (C) Northwesterly along a curve to the right with a radius of 535.00 feet tough angle of 47° 45' 59" for an arc length of 446.02 feet to a point of reverse curvature;

thence (D), Northwesterly along a curve to the left with a radius of 765 feet through an angle of 35° 25" 00" for an arc length of 472.88 feet thence (E) North 63° 225' 24" West 11.06 feet to the point of beginning.

EXCEPTING THEREFROM an undivided 5% of all oil, gas and other minerals in, on, or under said land as reserved in Deed from T.H. Canfield and Opal A. Canfield, dated July 17, 1948 and registered August 10, 1948 as Document No. 2414, in the Office of the Registrar of Title and recorded August 10, 1948 as Instrument No. 11162, in Book 798, Page 162 of Official Records, Records of said County.

ALSO EXCEPTING THEREFROM an undivided 50% interest of all oil, gas and other minerals, in, on or under the surface of said land, and providing that grantees shall have the full right to lease the said premises at any time for oil, gas or other mining purposes and receive the rental from such lease so long as such lease reserved sufficient royalty out of which to pay to grantors the 50% of such oil, gas or other minerals herein reserved in the event of production thereof from said premises, as reserved in Deed from James F. Slaybaugh and Beulah Pearl Slaybaugh, recorded March 6,1959 in Book 1603, Page 404 of Official Records.

ALSO EXCEPTING unto and in favor of grantor 50% of any payment in the form of a bonus or otherwise received by grantees as and for the consideration for the execution by said grantees of any lease, assignment or transfer of any oil and mineral rights in, on and under the surface of said land and of any rentals received by grantees other than royalties provided for by any such lease, assignment or transfer as reserved in Deed last above mentioned.

All rights to use the surface and those portions of the subsurface lying above depth of 500 feet below said surface were quitclaimed by James F. Slaybaugh and Beulah Pearl Slaybaugh, husband and wife, to Burton W. Hancock by Quitclaim Deed recorded June 26, 1967 as Instrument No. 17410 in Book 2194, Page 1172 of Official Records.

PARCEL THREE:

That portion of the Rancho El Rincon in the County of Santa Barbara, State of California, described as follows:

Beginning at a point on the Southwesterly line of the land described in the Deed to John Pyster, dated May 29, 1870, recorded in Book "I", Page 65 of Deeds, Records of said County, distant thereon South 68° 51' East 562.60 feet from the Southwesterly corner of said land of Pyster, said point of beginning being North 21° 09' East 37.5 feet from the Northeast corner of the land described in the Deed to Donald D. Davis et ux., recorded in Book 811, Page 489 of Official Records of said County;

thence South 68° 51' East, along said line of Pyster Tract 300 feet thence South 21° 09' West 825.13 feet, more or less to the Northerly right of way line of the Southern Pacific Railroad;

thence along said right of way line of said Railroad, the following four courses and distances:

North 65° 44' 45" West 73.87 feet;

North 66° 53' 30" West 100.08 feet;

North 58° 53' 20" West 100.50 feet;

North 60° 35' 40" West 27.49 feet;

thence leaving said right of way line, North 21° 09' East along the Southwesterly prolongation of the Southeasterly Line of said Davis Tract and the Northeasterly prolongation thereof, at 468.48 feet, a ½ inch survey pipe set at the Southeast corner of said land of Davis, 796.38 feet to the point of beginning.

EXCEPTING THEREFROM that portion thereof described in the Deed to the State of California, registered December 29, 1950 as Document No. 3068 in the Office of the Registrar of Titles of said County, a copy of said Deed being recorded December 29, 1950 as Instrument No. 18885, in Book 960, Page 413 of Official Records, in the Office of the County Recorder of said County.

ALSO EXCEPTING THEREFROM that portion conveyed to the State of California, by Deed recorded June 23, 1966 as Instrument No. 20534, in Book 2155, Page 1235 of Official Records.

ALSO EXCEPTING THEREFROM an undivided 5% of all oil, gas and other minerals in, on or under said land as reserved by T.H. Canfield and Opal A. Canfield, in Deed dated July 17, 1948 and registered August 10, 1948 as Torrens Document No. 2414, and recorded as Instrument No. 11162, in Book 798, Page 162 of Official Records of said County.

ALSO EXCEPTING THEREFROM an undivided 50% of all oil, gas and other minerals, in, on or under the surface of said land as reserved in Deed from James F. Slaybaugh et al, recorded April 29, 1957 as Instrument No. 8167, in Book 1443, Page 141 of Official Records, Records of said County. By Deed dated February 24, 1962 and recorded March 8, 1962 as Instrument No. 9023 in Book 1908, Page 576 of Official Records, James F. Slaybaugh and Beulah Pearl Slaybaugh, husband and wife quitclaimed to Emma Weiss all rights to the surface of land above described and any portions of the subsurface of lands above described and any portions of the subsurface thereof, lying above, a depth of 500 feet below said surface.

ALSO EXCEPTING THEREFROM that portion described in Final Order of condemnation Superior Court Case No. 79251, recorded June 14, 1968 as Instrument No. 18817 in Book 2235, Page 643 of Official Records, of said County.

EXHIBIT A-2

LEGAL DESCRIPTION OF THE RINCON GATEWAY PROPERTY

Real property in the City of Carpinteria, County of Santa Barbara, State of California, described as follows:

That portion of RANCHO EL RINCON in the County of Santa Barbara, State of California, described as follows:

Beginning at a point on the Westerly boundary of the land conveyed to Alyce Brooks by the deed recorded August 10, 1948 as Instrument No. 11163 in Book 799, Page 105 of Official Records in the office of the County Recorder of said county and shown on the map filed in Book 30, Page 166 of record of surveys in the office of said county Recorder, at the most Northerly corner of the land described in parcel Two in the deed to the State of California recorded October 31, 1968 as Instrument No. 33906 in Book 2250, Page 689 of said Official Records, being Northerly along said Westerly line 69.84 feet from the Northeasterly line of the S.P. railroad right of way shown on said map; thence Northerly along said Westerly line 310 feet more or less, to the intersection with the Southwesterly boundary line of the land described in the deed to the State of California recorded February 8, 1967 as Instrument No. 3460 in Book 2180, Page 772 of said Official Records; thence Southeasterly along said Southwesterly line, 13.08 feet to an angle point, 148.70 feet to an angle point, 103.36 feet to an angle point and 8.07 feet to the Northwesterly corner of the land described in Parcel One in the first mentioned deed to the State of California; thence Southerly along the Westerly boundary line of said Parcel One, 63.09 feet to an angle point and Southeasterly along the Southwesterly boundary line of said Parcel One, 60.53 feet to an angle point on the general Southwesterly boundary line of the land described in Parcel One in the deed to the State of California recorded September 22, 1966 as Instrument No. 30708 in Book 2166, Page 573 of said Official Records; thence Easterly and Southeasterly along said general Southwesterly line; 2.16 feet to an angle point, 102.8 feet to an angle point, 60.58 feet to an angle point and 183.87 feet to the intersection with the Northwesterly boundary line of the land described in the deed to the State of California recorded August 26, 1966 as Instrument No. 27836 in Book 2163, Page 785 of said Official Records; thence Southwesterly along said Northwesterly line 44.92 feet to the most Easterly corner of the land described in parcel Two of said deed to the State of California recorded in Book 2166, Page 573 of Official Records; thence Northwesterly along the Northeasterly boundary line of said last mentioned Parcel Two, to and along the Northeasterly line of the above mentioned Parcel Two in the deed recorded in Book 2250, Page 689 of said Official Records, 453 feet, more or less, to the Point of Beginning.

Excepting an undivided 5% of all oil, gas and other minerals in, on or under the surface of said premises as reserved by T. H. Canfield and Opal A. Canfield in deed to James F. Slaybaugh and Beulah Pearl Slaybaugh, recorded in Book 798, Page 162 of Official Records, of said county, and filed on August 10, 1948 as Torrens Instrument No. 2414, in the office of the registrar of land titles of said county.

Also excepting therefrom an undivided 10% of all oil, gas and other minerals in, on, or under the surface of said premises, as reserved by James F. Slaybaugh and wife, in deed to Alyce Brooks, recorded in Book 799, Page 105 of Official Records, records of said county, and filed on August 10, 1948 as Torrens Instrument No. 2415 in the office of the registrar of land titles.

Also excepting therefrom an undivided 30% of all oil, gas and other minerals in, on or under that portion of said land as reserved in deed from Donald D. Davis and Charlotte Davis, husband and wife, recorded November 2, 1957 as Instrument No. 24403 in Book 1487, Page 586 of Official Records of said county. Also excepting therefrom as to the remaining, all oil, oil rights, minerals, mineral rights, natural gas, natural gas rights, and other hydrocarbons by whatsoever name known that May be within or under the parcel of land hereinabove described, together with the perpetual right of drilling, mining, exploring and operating therefor and removing the same from said land or any other land, including the right to whipstock or directionally drill and mine from lands other than those hereinabove described, oil, or gas

wells, tunnels and shafts into, through or across the subsurface of the land hereinabove described, and o bottom such whipstock or directionally drilled wells, tunnels and shafts under and beneath or beyond the exterior limits thereof, and to redrill, retunnel, equip, maintain, repair, deepen and operate any such wells or mines, without, however, the right to drill, mine, explore and operate through the surface or the upper 100 feet of the subsurface of the land hereinabove described or otherwise in such manner as to endanger the safety of any highway that May be constructed on said lands, as excepted in deed from James L. Ferry, Jr., as trustee of the James L. Ferry, Jr. And Mary Ella Ferry revocable trust to Santa Barbara dinner house, a limited partnership, recorded July 24, 1981 as Instrument No. 81-30379 of Official Records.

EXHIBIT B

RINCON BLUFFS PRESERVE INITIAL IMPROVEMENTS

1. Public Restroom (not to exceed 800 square feet in footprint)

2. Public Parking Lot (not to exceed 25,000 square feet)

3. Improved Trails (3,500 lineal feet of improved trail surface)

4. Information Kiosk

5. Donor Marker

ATTACHMENT B

Amended and Restated Rincon Bluffs Endowment Agreement Redline

~~First~~ Amended and Restated
Rincon Bluffs Preserve Endowment Agreement

THIS AMENDED AND RESTATED RINCON BLUFFS PRESERVE ENDOWMENT AGREEMENT (this "**Agreement**") is ~~dated for reference purposes only as of _____, 20____,~~ entered into by and between City of Carpinteria, a California municipal corporation ("**City**"), and The Land Trust for Santa Barbara County, a California nonprofit public benefit corporation ("**Land Trust**~~,~~"). The City and the Land Trust shall ~~and~~ collectively be referred to as the ~~with City,~~ "**Parties**" and individually as a "**Party**"~~)~~.

Introduction

A. The Rincon Bluffs Preserve consists of approximately 21.65 acres of coastal blufftop open space property located within the boundaries of the City of Carpinteria, County of Santa Barbara, and State of California, identified as Assessor's Parcel Numbers ~~are~~ 001-210-020 and 001-210-024, and is more particularly described in Exhibit A-1, attached hereto and incorporated herein by reference ("**Rincon Bluffs Preserve**").

B. Land Trust and City, with the help of the Citizens for the Carpinteria Bluffs ("**Citizens**"), raised $6,000,000 to purchase the Rincon Bluffs Preserve to preserve it as open space for the benefit of the communities of Carpinteria and Santa Barbara County.

C. On June 15, 2016, the Land Trust closed escrow on the purchase of the Rincon Bluffs Preserve following the successful completion of the fundraising campaign to raise the funds needed to permanently protect and preserve the Rincon Bluffs Preserve.

D. Following negotiations, on March 27, 2020, the City purchased the Rincon Bluffs Preserve from the Land Trust for $944,750 ~~to become a permanent open space preserve~~. The funds were awarded to the City from the California Coastal Conservancy ("**Conservancy**"), the California Natural Resources Agency ("**Resources**"), and the County of Santa Barbara ("**County**") to support the acquisition and permanent protection of the Rincon Bluffs Preserve. The City then conveyed a Deed of Conservation Easement ("**Rincon Bluffs Conservation Easement**") in favor of the Land Trust.~~.~~

E. In addition, as part of the transfer of the Rincon Bluffs ~~p~~Preserve to the City, the Parties entered into the Rincon Bluffs Preserve Endowment Agreement dated _____ (the "**Original Agreement**")~~,~~ to establish ~~the~~an Endowment Fund ~~and associated terms~~ to provide funds in perpetuity to support the long term stewardship of the ~~property City~~Rincon Bluffs Preserve ~~maintenance and operation of the Rincon Bluffs Preserve and to establish provisions for specific use and distribution of funds to City for City's services to the Rincon Bluffs Preserve, including planning, permitting, and installation of improvements, restoration of habitats and vegetation, maintenance of trails and other facilities, and the inspection and patrolling of the property in perpetuity~~.

F. On January 28, 2025, Land Trust acquired and on the Effective Date, (defined below)~~,~~ ~~as of the Effective Date (defined below),~~ conveyed to City additional real property immediately adjacent to the Rincon Bluffs Preserve, commonly known as Rincon Gateway, described on the attached Exhibit A-2, attached hereto and incorporated herein by reference, and referred to as Assessor's Parcel Numbers 001-210-013, -016, & -023 (the "**Rincon Gateway Property**")**.** On the Effective Date, City ~~will has~~ granted~~ed~~ to Land Trust a conservation easement encumbering the Rincon Gateway Property ("**Rincon Gateway Conservation Easement**" and together with the Rincon Bluffs Conservation Easement, the "**Conservation Easements**"). The Rincon Bluffs Preserve and the Rincon Gateway Property are referred collectively in this Agreement as the "**Property.**"

G. Land Trust and City, with approval from Citizens and the Carpinteria Open Space Management Advisory Board (a board that advises the City Council regarding development and use of all coastal open space and trails owned or managed by the City ~~Carpinteria Bluffs Nature Preserve and Viola Fields~~), desire to~~, as of the Effective Date,~~ amend the Original ~~Endowment~~ Agreement to include the Rincon Gateway Property, such that the Endowment Fund will be available to be used by

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City for the operation, maintenance, and enhancement of both the Rincon Bluffs Property and the Rincon Gateway Property.

H. This Amended and Restated Endowment Agreement sets forth the terms and conditions for the management and use of the Endowment Fund for the Property.

~~H.~~

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AGREEMENT

1. Initial Establishment of Endowment Fund. The purpose of the Rincon Bluffs Preserve Endowment Fund ("**Endowment Fund**" or "**Fund**") is to provide ~~annual~~ revenue to City for the purpose of conducting maintenance and operation activities and completing environmental enhancement and capital improvement~~s~~ projects for the Property, ~~all~~ consistent with the terms of the Conservation Easements which encumber~~s~~ the Property. The initial principal value ("**Initial Principal Value**") of the Endowment Fund under the Original Agreement was One Million and No/100 Dollars ($1,000,000.00). In order to preserve the purchasing power of this Fund, the "**Principal Value**" as such term is used in the Original Agreement and this Agreement~~,~~ will be equal to the Initial Principal Value adjusted annually for inflation. For purposes of adjusting for inflation, the Committee (defined below) will use the Consumer Price Index (CPI), Urban Wage Earners and Clerical Workers, Los Angeles-Long Beach-Anaheim, CA, published by the Bureau of Labor Statistics of the United States Department of Labor, or its successor.

2. Committee Oversight. The Endowment Fund will be held and managed by the Land Trust, which has organized a Carpinteria Bluffs Endowment Fund Committee ("**Committee**") to oversee and advise on the management, investment and disbursement of the Endowment Fund earnings and assets. The Committee will be appointed by the Board of Trustees of the Land Trust, and ~~it~~ will be composed of the following members: two (2) members and, optionally, one (1) alternate member of the Land Trust Board of Trustees~~, or Council of Advisors; and~~ three (3) members and, optionally, one (1) alternate member nominated by the Board of Directors of Citizens.; and~~,~~ one (1) non-voting member representing the City. The Committee members will be appointed for 3-year renewable terms. While the purpose of this Endowment Fund is to support the City's management of the Property, the Endowment Fund is held by the Land Trust in order to provide external oversight of the use of the funds. As such, no voting Committee member may be a current employee or appointed or elected official of the City. Alternate members of the Committee may stand in as a voting member for a member representing the same organization as the alternate is representing when that voting Committee member is absent. If Citizens ceases to exist or becomes inactive, then other organization(s) with a focus on environmental protection and/or open-space preservation (with preference for those within the Carpinteria Valley, ~~(~~particularly organizations~~those~~ involved in the preservation of the Carpinteria Bluffs) must be approved by the Land Trust Board. Once approved, the organization(s) may nominate representatives to the Committee. However, ~~T~~the Board of Trustees of the Land Trust shall retain the ultimate decision-making authority on the appointment or replacement of members of the Committee and may reject nominees proposed by Citizens or other organizations, if, in its sole judgment, such nominees are not qualified for appointment.

3. Committee Responsibilities. The Committee is tasked with the goal of long-term growth of the Endowment Fund assets in accordance with policies ~~to be~~ developed by the Committee. The Land Trust will manage the Fund on behalf of the Committee in accordance with such Committee policies and the Land Trust's investment policy, which policy includes compliance with the Uniform Prudent Management of Institutional Funds Act. The Land Trust, with advice from the Committee, may~~will~~ designate one or more professional financial advisors based upon expertise and past performance to manage the assets of the Endowment Fund. The Endowment Fund shall be managed with a focus on long-term growth of the principal to maintain the relative purchasing power of the fund in perpetuity.

The Committee shall meet at least semi-annually to review the Endowment Fund performance and annually to review and recommend to Land Trust disbursement of funds to the City for the benefit of the Property. The Committee shall prepare and deliver a report to the City annually providing the balance of the Endowment Fund and showing all income into and disbursements from the Endowment Fund

following generally accepted accounting principles (to the extent applicable)~~annually providing the balance of the Endowment Fund and showing all income into and disbursements from the Fund following generally accepted accounting practices~~.

4. Annual Distributions. The Committee will evaluate the City's proposed budgets for the Property and approve distributions to the City on an annual basis ("**Annual Distribution**"). The City will be eligible to receive up to four percent (4%) of the Average Endowment Fund Balance (as defined below) annually; provided that, at the sole discretion of the Land Trust, Land Trust may permit distributions greater than four percent if the Endowment Fund balance exceeds the Principal Value after the annual distribution to the City.

The "**Average Endowment Fund Balance**" will be calculated by averaging the immediately preceding twelve (12) calendar quarters' Endowment Fund balance. The Average Endowment Fund Balance will then be multiplied by 0.04 to calculate the Annual Distribution. Should Endowment Fund earnings be less than four percent, the balance may decline, but in no event shall the Endowment Fund balance be allowed to fall below the Principal Value. If an Annual Distribution of four percent would cause the Endowment Fund balance to fall below the Principal Value, Land Trust shall limit the Annual Distribution for such year to such amount that will retain the Principal Value. Disbursements from the Fund are strictly limited to reasonable fund management expenses and disbursements to the City.

If the earnings from the Endowment Fund are insufficient to provide for the management, maintenance and preservation of the Property, City shall use such available earnings to address the most critical management, maintenance, and preservation needs of the Property, as determined by Land Trust in consultation with the Committee.

5. City Request for Funds. Annual Distributions of funds from the Endowment Fund to the City shall occur only after the City submits a letter to the Land Trust and the Committee, on or before January 15 of each year, specifying, at a minimum, the following:

(a) Routine maintenance performed on the Property during the prior year, including any significant modification of the standard practices due to changes in circumstances, environmental conditions, or maintenance techniques;

(b) Actual costs associated with maintenance performed on Property during the prior year;

(c) Proposed maintenance to be performed on the Property during the coming year, including any significant modification of the standard practices due to changes in circumstances, environmental conditions, or maintenance techniques;

(d) Amount of funds, if any, necessary for City to comply with federal, state, or local laws concerning public health and safety requirements;

(e) Any extraordinary maintenance or planned environmental enhancements to be performed that are outside the scope of the standard maintenance practices; and

(f) All anticipated costs associated with proposed work and other necessary operational activities, such as public safety patrols of Property by City law and code enforcement personnel.

~~(g)~~ Provided such letter from the City is timely submitted to Land Trust and the Committee, Land Trust will deliver to City on or before February 15 of each year the Annual Distribution amount from the Endowment Fund.

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6. Conservation Easement Compliance. Prior to making its Annual Distribution recommendation, the Committee shall be advised of the status of any violations and/or enforcement actions taken by the Land Trust under the Conservation Easement(s) and shall have the opportunity to review all available Land Trust Conservation Easements monitoring reports. Land Trust may withhold all or a portion of the Annual Distribution if the following circumstances exist:

(a) Land Trust determines that a significant violation of the terms, conditions, covenants, or restrictions contained in the Conservation Easements (or either of them) has occurred or is threatened by actions of City or anyone acting under its authority;

(b) Land Trust has given written notice to City of such violation that includes the specific section(s) of the applicable Conservation Easement(s) alleged to have been violated and has recommended to City a suggested corrective action to reasonably cure the violation; and

(c) Land Trust determines that City has not cured or initiated reasonable actions to cure the violation.

Notwithstanding the foregoing, Land Trust shall not withhold funds reasonably necessary for City to comply with federal, state, or local laws concerning public health and safety requirements, provided that the disbursement of those funds is otherwise permitted under the terms of this Agreement.

7. Emergency Disbursement Requests. The Committee will recognize that emergency situations, including impacts from natural disasters, may arise that require the City to deviate from its standard maintenance practices and, perform emergency work immediately to protect the Property or hazardous conditions that jeopardize public health and safety, or delay or defer certain maintenance activities. The City shall notify the Land Trust and the Committee, in writing and preferably in advance, when any significant emergency work is required. Under such circumstances, the City may apply at any time for a special disbursement from the Endowment Fund, in addition to the Annual Distribution, to meet such non-routine or documented emergency maintenance needs. Such special disbursement shall be made at the sole discretion of the Land Trust, in consultation with the Committee, and may be charged at the time the special disbursement is made against the funds available for disbursement in the following year(s).

8. Improvement Fund. The Parties agreed under the Original Agreement that completion of certain capital improvements ("**Initial Improvements**") are necessary and desirable in support of safe public use and enjoyment of the Rincon Bluffs Preserve. Exhibit B to this Agreement, attached hereto and incorporated herein by reference, describes certain Initial Improvements, all to be built in accordance with the terms of the Rincon Bluffs Conservation Easement. To dateAs of the date of the Original Agreement, Land Trust has raised more than Seven Hundred Fifty Thousand Dollars ($750,000), in addition to the Endowment Fund, to construct and install these Initial Improvements (the "**Improvement Fund**"). The Parties recognize that the Improvement Fund is insufficient to construct all the Initial Improvements, but that significant opportunity exists to apply for and receive grants to achieve full funding for the Initial Improvementsthe same objectives. The Parties agree to collaborate and to leverage the limited Improvement Fund against grants to install all the Initial Improvements payable with available funding no later than four (4) years from the date that City takes ownership of the Rincon Gateway Property. If all of the Initial Improvements have not been completed to the satisfaction of Land Trust within four (4) years, the remaining unobligated balance of the Improvement Fund may be used at the discretion of Land Trust for the benefit of the Property. If all of the Initial Improvements have been completed to the satisfaction of Land Trust, then theany remaining unobligated funds in the Improvement Fund will be applied to the Endowment Fund and will be treated as additional principal for the purpose of defining Initial Principal Value and calculating Average Endowment Fund Balance.

9. Notices. Any notice, demand, request, consent, approval, or communication that either pParty desires or is required to give to the other shall be in writing and either served personally or sent by United States certified mail, return receipt requested, or by another common method or service where receipt is confirmed (including by email, with read receipt), addressed as follows or such other address as either Party from time to time shall designate by written notice to the other.

To CITY: City of Carpinteria Attn: City Manager
5775 Carpinteria Avenue
Carpinteria, CA 93013
Telephone: (805) 684-5405
michaelr@carpinteriaca.gov

To LAND TRUST: The Land Trust for Santa Barbara County
Attn: Executive Director
Post Office Box 91830
Santa Barbara, CA 93190-1830
Telephone: (805) 966-4520
mhendricks ~~info~~@sblandtrust.org

TO COMMITTEE: Carpinteria Bluffs Endowment Fund Committee
~~_____~~Attn: Chair
~~_____~~[ADD ADDRESS, PHONE, EMAIL]c/o Land Trust for Santa Barbara County
Post Office Box 91830
Santa Barbara, CA 93190-1830
Telephone: (805) 966-4520

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10. Effective Date. This Agreement ~~is~~ shall become effective on the later of (a) the date~~s~~ the~~at~~ deed from the Land Trust to the City for the Rincon Gateway Property is recorded or~~and~~ (b) the Rincon Gateway Conservation Easement is recorded (such date, the "**Effective Date**"). On the Effective Date, the Original Agreement is superseded in its entirety by this Agreement.

11. Entire Agreement. This document sets forth the entire agreement of the Parties with respect to this Agreement and supersedes all prior discussions, negotiations, understandings, or agreements relating to this Endowment Fund (but expressly excluding the Conservation Easements), all of which are merged herein. This Agreement may be altered, amended, or modified only by instrument in writing, executed by the Parties to this Agreement. In the event of a conflict between the terms of either Conservation Easement and this Agreement, the terms of the applicable Conservation Easement shall prevail.

12. Authority. Each individual executing this Agreement on behalf of the City and the Land Trust represents and warrants that he, she, or they is duly authorized to execute and deliver this Agreement on behalf of such entity.

13. Waiver. Failure of any Party at any time to require performance of any provision of this Agreement shall not limit that Party's right to enforce the provision. Waiver of any breach of a provision shall not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or of any other provision.

14. Dispute Resolution. In the event of a dispute, claim, or controversy ~~there is a disagreement~~ regarding any aspect of this Agreement ~~that the Parties cannot resolve between themselves~~, the Parties agree to first attempt to resolve the matter through non-binding mediation before initiating arbitration or litigation. ~~each~~ A Party shall notify the other Party ~~side~~ of the issue in writing ~~impasse~~ and suggest the name of a mediator or mediators experienced in land use that are listed by the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. If the other side does not accept the suggested mediator(s), the disapproving Party shall have ten (10) days to make a counter-suggestion. In the event the Parties cannot agree on a mediator(s), each Party shall select one (1) mediator, who, together, shall select a mediator. Neither Party shall be obligated to continue the mediation process beyond a period of ninety (90) days from the date of the selection or appointment of a mediator or if the mediator concludes that there is no reasonable likelihood that continuing mediation will result in mutually agreeable resolution of the dispute. Any applicable statutes of limitation shall be tolled during the mediation process. In the event the dispute is not resolved by mediation, the Parties may then proceed with such other means of dispute resolution as they so choose. The costs of mediation shall be borne equally by the Parties, but each Party shall bear its own costs, including attorneys' fees, individually. All communications, documents, and information disclosed during mediation shall be confidential and inadmissible in any subsequent proceeding, except as required by law.

15. Attorneys' Fees. If either Party brings any legal action to enforce any provision of this Agreement, the prevailing Party shall be entitled to recover from the other Party costs, including reasonable attorneys' fees, and court costs in such amounts as shall be allowed by the court.

16. Construction. Headings at the beginning of each article, section, and subsection are solely for the convenience of the Parties and are not a part of and shall not be used to interpret this Agreement. The singular form shall include plural and vice versa. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if all Parties have prepared it. Unless otherwise indicated, all references to articles or sections are to this Agreement.

17. Counterparts. This Agreement may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

18. Successors. This Agreement shall be binding on and inure to the benefit of the Parties, and their respective heirs, personal representatives, successors, and assigns.

19. Further Assurances. Whenever reasonably requested to do so by another Party, each Party shall execute, acknowledge, and deliver any further instrument and/or document as may be necessary, expedient, or proper under the terms and conditions of this Agreement, in order to carry out the intent and purpose of this Agreement.

[Signatures to appear on next page.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the ~~latest signed~~ date last signed below. ~~following day and year:~~

CITY

CITY OF CARPINTERIA, a California municipal corporation

Date: _____

By: _____
Name: _____
Its: _____

LAND TRUST

THE LAND TRUST FOR SANTA BARBARA COUNTY, a California nonprofit public benefit ~~a California nonprofit public benefit~~ corporation

Date: _____

By: _____
Name: _____
Its: _____

EXHIBIT A-1

LEGAL DESCRIPTION OF THE RINCON BLUFFS PRESERVE

The land referred to herein below is situated in the City of Carpinteria, County of Santa Barbara, State of California, and is described as follows:

PARCEL ONE:

Beginning at the point of intersection of the Southerly line of the tract of land described in the Deed to State of California, recorded December 29,1950 as Instrument No. 18885 in Book 960, Page 413 of Official Records of said County, with the Westerly line of the tract of land described in Deed to Alyce Brooks, registered August 10, 1948 as Document No. 2415 in the Office of the Registrar of Titles and a copy thereof recorded August 10, 1948 as Document No. 11163, in Book 799, Page 105 of Official Records, Records of said County, said point of intersection being shown in Map of Survey filed in Book 30, Page 166 of Record of Surveys, in the Office of the County Recorder of said County; thence Southerly along the said Westerly line of said Brook tract to the Southwest corner thereof and a point in the Northerly line of the right of way of the Southerly Pacific Railroad Company thence Northwesterly along said Northerly line of said Railroad right of way following the courses thereof, to the Southeast corner of the tract of land described in the Deed to Andor Weiss, et ux., and recorded April 29,1957, as Instrument No. 8167, in Book 1443, Page 141 of Official Records, Records of said County; thence Northerly along the Easterly line of said Weiss tract of land, to its intersection with said Southerly line of the tract of land described in the Deed to State of California, hereinbefore referred to; thence Easterly along said land mentioned line, following the courses thereof to the point of beginning.

EXCEPTING THEREFROM that portion thereof described as Parcels 3A and 3B in the Final Order of Condemnation, Superior Court Case No. 79251, recorded April 5, 1968 as Instrument No. 11232, in Book 2227, Page 862 of Official Records, Records of said County.

ALSO EXCEPTING THEREFROM an undivided 5% of all oil, gas and other minerals in, on or under said land as reserved in Deed from T.H. Canfield and Opal A.Canfield dated July 17, 1948 and registered August 10, 1948 as Document No. 2414, in the Office of the Registrar of Titles, and recorded August 10, 1948 as Instrument No. 11162, in Book 798, Page 162 of Official Records, Records of said County.

ALSO EXCEPTING THEREFROM an undivided 50% interest of all oil, gas and other minerals in, on, or under the surface of said land, and providing that grantees shall have the full right to lease the said premises at any time for oil, gas or other mining purposes and receive the rental from such lease so long as such lease reserved sufficient royalty out of which to pay to granters the 50% of such oil or gas or other minerals herein reserved in the event of productions thereof from said premises, as reserved in the Deed from James F. Slaybaugh and Beulah Pearl Slaybaugh, recorded March 6, 1959 in Book 1603, Page 404 of Official Records.

ALSO EXCEPTING unto and in favor of granter 50% of any payment in the form of a bonus or otherwise received by grantees as and for the consideration for the execution by said grantees of any lease, assignment or transfer of any oil and mineral rights, in, on and under the surface of said land and of any rental received by grantees other than royalties provided for any such lease, assignment or transfer, as reserved in Deed last above mentioned.)

All rights to use the surface and those portions of the subsurface lying above a depth of 500 feet below said surface were quitclaimed by James F. Slaybaugh and Beulah Pearl Slaybaugh, husband and wife to Burton SW. Hancock, by Quitclaim Deed recorded June 26, 1967 as Instrument No. 17410 in Book 2194, Page 1172 of Official Records.

PARCEL TWO:

The real property in the unincorporated area of the County of Santa Barbara, State of California, described as follows:

Beginning at the Southeasterly terminus of Course (5) described in the Final Order of Condemnation recorded April 5, 1968, in Volume 2227 of Official Records, at Page 862, Records of said County;

thence (A) in a general Southeasterly direction along Courses (4), (3), (2) and (1) as described in said Final Order to a point on said Course (1) distant thereon Northerly 17.49 feet from the Southerly Terminus thereof;

thence (B) from a tangent that bears North 68° 21' 07" West, Northwesterly along a curve to the left with a radius of 365.00 feet through an angle of07° 25' 16" for an arc length of 47.28 feet to a point of reverse curvature;

thence (C) Northwesterly along a curve to the right with a radius of 535.00 feet tough angle of 47° 45' 59" for an arc length of 446.02 feet to a point of reverse curvature;

thence (D), Northwesterly along a curve to the left with a radius of 765 feet through an angle of 35° 25" 00" for an arc length of 472.88 feet thence (E) North 63° 225' 24" West 11.06 feet to the point of beginning.

EXCEPTING THEREFROM an undivided 5% of all oil, gas and other minerals in, on, or under said land as reserved in Deed from T.H. Canfield and Opal A. Canfield, dated July 17, 1948 and registered August 10, 1948 as Document No. 2414, in the Office of the Registrar of Title and recorded August 10, 1948 as Instrument No. 11162, in Book 798, Page 162 of Official Records, Records of said County.

ALSO EXCEPTING THEREFROM an undivided 50% interest of all oil, gas and other minerals, in, on or under the surface of said land, and providing that grantees shall have the full right to lease the said premises at any time for oil, gas or other mining purposes and receive the rental from such lease so long as such lease reserved sufficient royalty out of which to pay to grantors the 50% of such oil, gas or other minerals herein reserved in the event of production thereof from said premises, as reserved in Deed from James F. Slaybaugh and Beulah Pearl Slaybaugh, recorded March 6,1959 in Book 1603, Page 404 of Official Records.

ALSO EXCEPTING unto and in favor of grantor 50% of any payment in the form of a bonus or otherwise received by grantees as and for the consideration for the execution by said grantees of any lease, assignment or transfer of any oil and mineral rights in, on and under the surface of said land and of any rentals received by grantees other than royalties provided for by any such lease, assignment or transfer as reserved in Deed last above mentioned.

All rights to use the surface and those portions of the subsurface lying above depth of 500 feet below said surface were quitclaimed by James F. Slaybaugh and Beulah Pearl Slaybaugh, husband and wife, to Burton W. Hancock by Quitclaim Deed recorded June 26, 1967 as Instrument No. 17410 in Book 2194, Page 1172 of Official Records.

PARCEL THREE:

That portion of the Rancho El Rincon in the County of Santa Barbara, State of California, described as follows:

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Beginning at a point on the Southwesterly line of the land described in the Deed to John Pyster, dated May 29, 1870, recorded in Book "I", Page 65 of Deeds, Records of said County, distant thereon South 68° 51' East 562.60 feet from the Southwesterly corner of said land of Pyster, said point of beginning being North 21° 09' East 37.5 feet from the Northeast corner of the land described in the Deed to Donald D. Davis et ux., recorded in Book 811, Page 489 of Official Records of said County;

thence South 68° 51' East, along said line of Pyster Tract 300 feet thence South 21° 09' West 825.13 feet, more or less to the Northerly right of way line of the Southern Pacific Railroad;

thence along said right of way line of said Railroad, the following four courses and distances:

North 65° 44' 45" West 73.87 feet;

North 66° 53' 30" West 100.08 feet;

North 58° 53' 20" West 100.50 feet;

North 60° 35' 40" West 27.49 feet;

thence leaving said right of way line, North 21° 09' East along the Southwesterly prolongation of the Southeasterly Line of said Davis Tract and the Northeasterly prolongation thereof, at 468.48 feet, a ½ inch survey pipe set at the Southeast corner of said land of Davis, 796.38 feet to the point of beginning.

EXCEPTING THEREFROM that portion thereof described in the Deed to the State of California, registered December 29, 1950 as Document No. 3068 in the Office of the Registrar of Titles of said County, a copy of said Deed being recorded December 29, 1950 as Instrument No. 18885, in Book 960, Page 413 of Official Records, in the Office of the County Recorder of said County.

ALSO EXCEPTING THEREFROM that portion conveyed to the State of California, by Deed recorded June 23, 1966 as Instrument No. 20534, in Book 2155, Page 1235 of Official Records.

ALSO EXCEPTING THEREFROM an undivided 5% of all oil, gas and other minerals in, on or under said land as reserved by T.H. Canfield and Opal A. Canfield, in Deed dated July 17, 1948 and registered August 10, 1948 as Torrens Document No. 2414, and recorded as Instrument No. 11162, in Book 798, Page 162 of Official Records of said County.

ALSO EXCEPTING THEREFROM an undivided 50% of all oil, gas and other minerals, in, on or under the surface of said land as reserved in Deed from James F. Slaybaugh et al, recorded April 29, 1957 as Instrument No. 8167, in Book 1443, Page 141 of Official Records, Records of said County. By Deed dated February 24, 1962 and recorded March 8, 1962 as Instrument No. 9023 in Book 1908, Page 576 of Official Records, James F. Slaybaugh and Beulah Pearl Slaybaugh, husband and wife quitclaimed to Emma Weiss all rights to the surface of land above described and any portions of the subsurface of lands above described and any portions of the subsurface thereof, lying above, a depth of 500 feet below said surface.

ALSO EXCEPTING THEREFROM that portion described in Final Order of condemnation Superior Court Case No. 79251, recorded June 14, 1968 as Instrument No. 18817 in Book 2235, Page 643 of Official Records, of said County.

EXHIBIT A-2

LEGAL DESCRIPTION OF THE RINCON GATEWAY PROPERTY

Real property in the City of Carpinteria, County of Santa Barbara, State of California, described as follows:

That portion of RANCHO EL RINCON in the County of Santa Barbara, State of California, described as follows:

Beginning at a point on the Westerly boundary of the land conveyed to Alyce Brooks by the deed recorded August 10, 1948 as Instrument No. 11163 in Book 799, Page 105 of Official Records in the office of the County Recorder of said county and shown on the map filed in Book 30, Page 166 of record of surveys in the office of said county Recorder, at the most Northerly corner of the land described in parcel Two in the deed to the State of California recorded October 31, 1968 as Instrument No. 33906 in Book 2250, Page 689 of said Official Records, being Northerly along said Westerly line 69.84 feet from the Northeasterly line of the S.P. railroad right of way shown on said map; thence Northerly along said Westerly line 310 feet more or less, to the intersection with the Southwesterly boundary line of the land described in the deed to the State of California recorded February 8, 1967 as Instrument No. 3460 in Book 2180, Page 772 of said Official Records; thence Southeasterly along said Southwesterly line, 13.08 feet to an angle point, 148.70 feet to an angle point, 103.36 feet to an angle point and 8.07 feet to the Northwesterly corner of the land described in Parcel One in the first mentioned deed to the State of California; thence Southerly along the Westerly boundary line of said Parcel One, 63.09 feet to an angle point and Southeasterly along the Southwesterly boundary line of said Parcel One, 60.53 feet to an angle point on the general Southwesterly boundary line of the land described in Parcel One in the deed to the State of California recorded September 22, 1966 as Instrument No. 30708 in Book 2166, Page 573 of said Official Records; thence Easterly and Southeasterly along said general Southwesterly line; 2.16 feet to an angle point, 102.8 feet to an angle point, 60.58 feet to an angle point and 183.87 feet to the intersection with the Northwesterly boundary line of the land described in the deed to the State of California recorded August 26, 1966 as Instrument No. 27836 in Book 2163, Page 785 of said Official Records; thence Southwesterly along said Northwesterly line 44.92 feet to the most Easterly corner of the land described in parcel Two of said deed to the State of California recorded in Book 2166, Page 573 of Official Records; thence Northwesterly along the Northeasterly boundary line of said last mentioned Parcel Two, to and along the Northeasterly line of the above mentioned Parcel Two in the deed recorded in Book 2250, Page 689 of said Official Records, 453 feet, more or less, to the Point of Beginning.

Excepting an undivided 5% of all oil, gas and other minerals in, on or under the surface of said premises as reserved by T. H. Canfield and Opal A. Canfield in deed to James F. Slaybaugh and Beulah Pearl Slaybaugh, recorded in Book 798, Page 162 of Official Records, of said county, and filed on August 10, 1948 as Torrens Instrument No. 2414, in the office of the registrar of land titles of said county.

Also excepting therefrom an undivided 10% of all oil, gas and other minerals in, on, or under the surface of said premises, as reserved by James F. Slaybaugh and wife, in deed to Alyce Brooks, recorded in Book 799, Page 105 of Official Records, records of said county, and filed on August 10, 1948 as Torrens Instrument No. 2415 in the office of the registrar of land titles.

Also excepting therefrom an undivided 30% of all oil, gas and other minerals in, on or under that portion of said land as reserved in deed from Donald D. Davis and Charlotte Davis, husband and wife, recorded November 2, 1957 as Instrument No. 24403 in Book 1487, Page 586 of Official Records of said county. Also excepting therefrom as to the remaining, all oil, oil rights, minerals, mineral rights, natural gas, natural gas rights, and other hydrocarbons by whatsoever name known that May be within or under the parcel of land hereinabove described, together with the perpetual right of drilling, mining, exploring and operating therefor and removing the same from said land or any other land, including the right to whipstock or directionally drill and mine from lands other than those hereinabove described, oil, or gas

wells, tunnels and shafts into, through or across the subsurface of the land hereinabove described, and o bottom such whipstock or directionally drilled wells, tunnels and shafts under and beneath or beyond the exterior limits thereof, and to redrill, retunnel, equip, maintain, repair, deepen and operate any such wells or mines, without, however, the right to drill, mine, explore and operate through the surface or the upper 100 feet of the subsurface of the land hereinabove described or otherwise in such manner as to endanger the safety of any highway that May be constructed on said lands, as excepted in deed from James L. Ferry, Jr., as trustee of the James L. Ferry, Jr. And Mary Ella Ferry revocable trust to Santa Barbara dinner house, a limited partnership, recorded July 24, 1981 as Instrument No. 81-30379 of Official Records.

EXHIBIT B

RINCON BLUFFS PRESERVE INITIAL IMPROVEMENTS

1. Public Restroom (not to exceed 800 square feet in footprint)

2. Public Parking Lot (not to exceed 25,000 square feet)

3. Improved Trails (3,500 lineal feet of improved trail surface)

4. Information Kiosk

5. Donor Marker

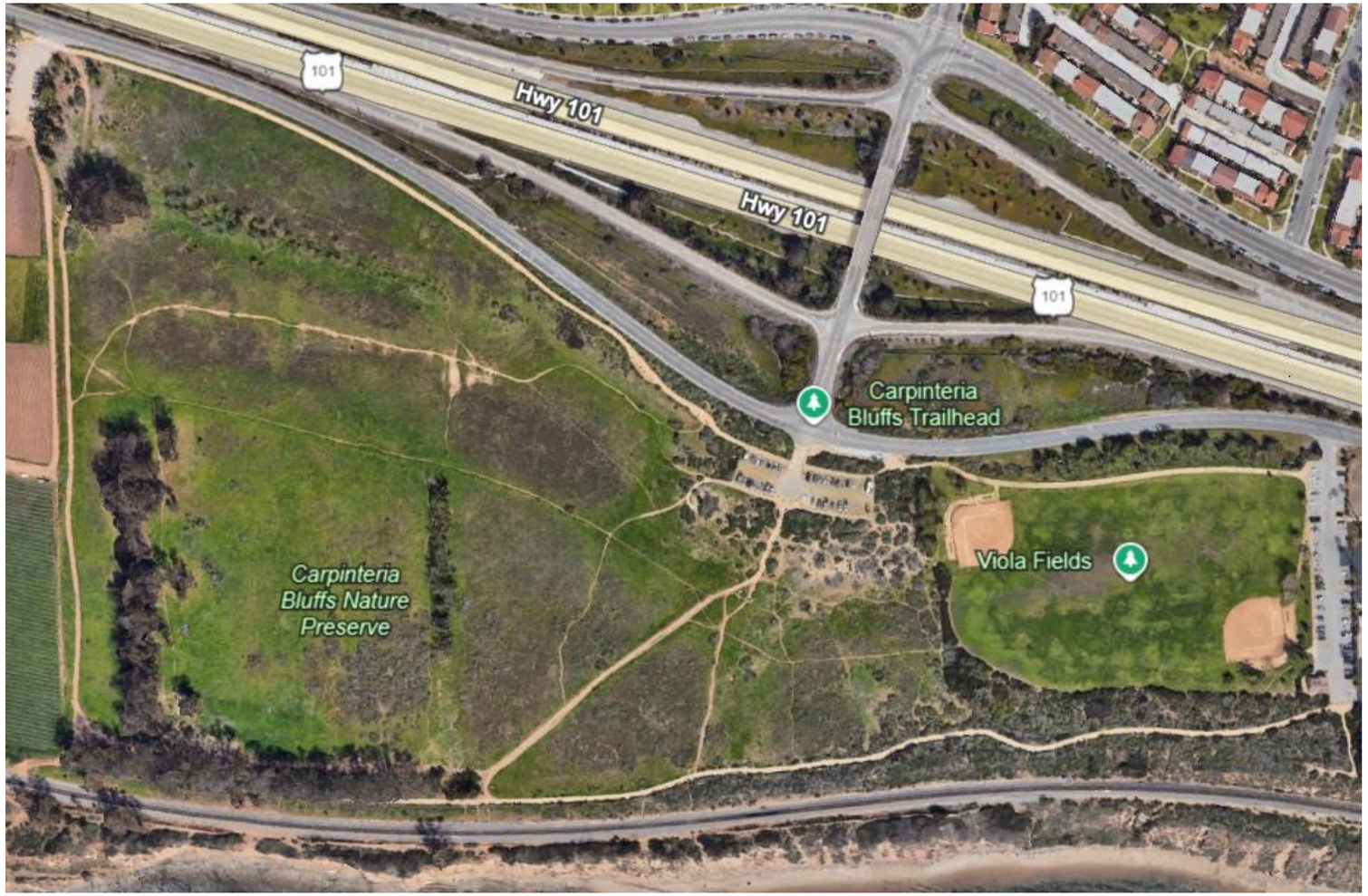
CITY OF
CARPINTERIA

Rincon Gateway

Jeanette Gant, PRCS Director

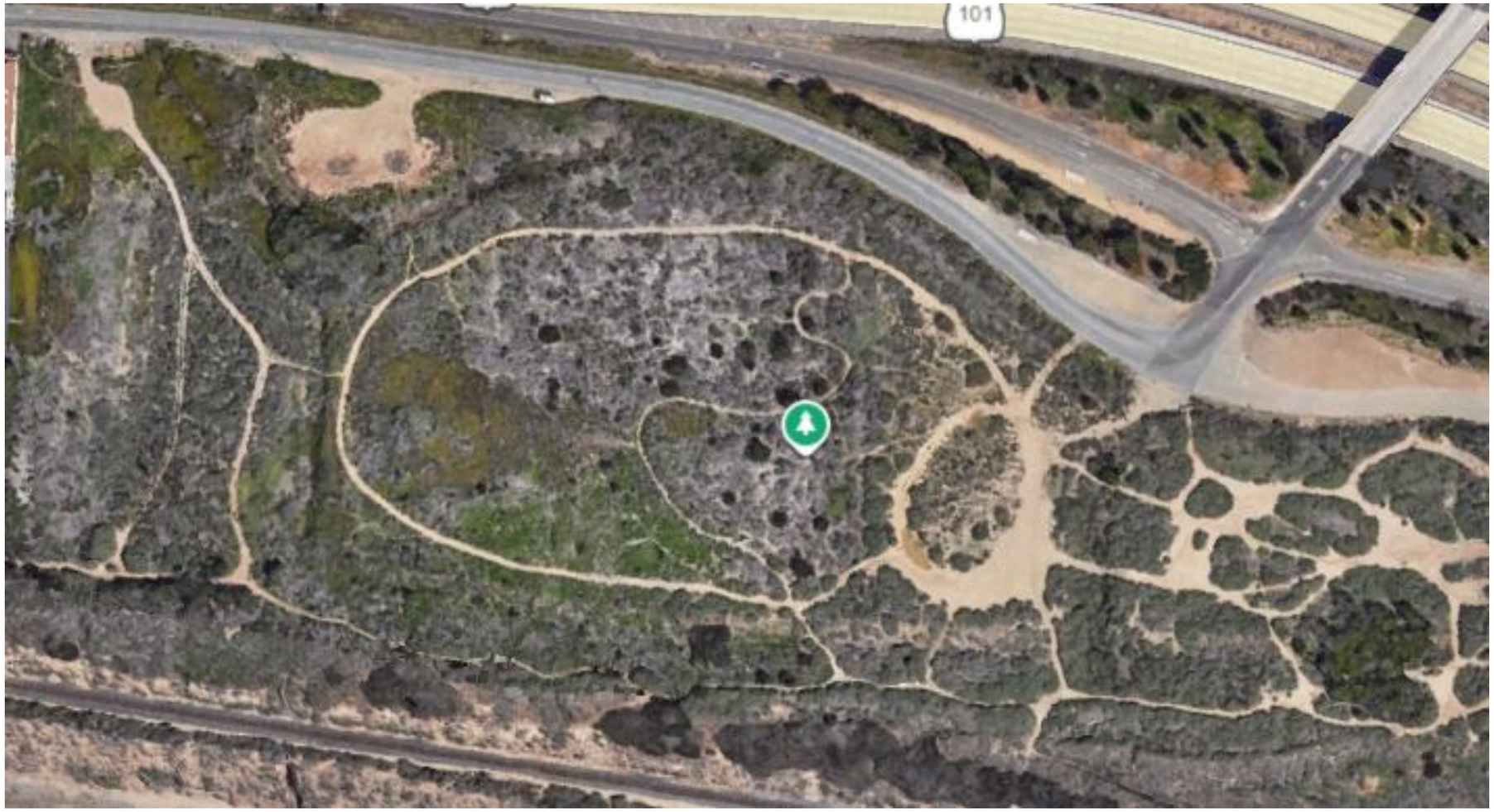
April 13, 2026

Carpinteria Bluffs Nature Preserve (Approximate Area)



CITY OF CARPINTERIA

Rincon Bluffs (Approximate Area)



CITY OF CARPINTERIA

Rincon Gateway (Approximate Area)

CITY OF CARPINTERIA

Bluffs Conservation Map – Baseline Report p.10

CITY OF CARPINTERIA

Q & A

Agenda Section: Other Business
Agenda Item No.: 18
Council Meeting Date: April 13, 2026

City of Carpinteria

COUNCIL AGENDA STAFF REPORT

ITEM FOR COUNCIL CONSIDERATION

Receive and file the Revenue Enhancement Opportunities Report completed by HdL and consider providing direction to staff on preferred revenue strategies to address the City's fiscal and infrastructure needs, including consideration of initiating community engagement and public education activities related to potential revenue measures.

STAFF RECOMMENDATION

1. Receive and file the City of Carpinteria Revenue Enhancement Opportunities Report completed by HdL and receive a presentation summarizing key findings;
2. Provide direction to staff on preferred revenue strategy or strategies to address the City's fiscal and infrastructure needs;
3. Direct staff to initiate community engagement and public education related to potential revenue measures;
4. Approve and authorize the City Manager to execute Amendment No. 1 to the agreement with CliffordMoss for outreach and public engagement services, increasing the contract amount by $30,000 for a new total amount not to exceed $130,000; and
5. Approve a budget appropriation for $84,000 for the current fiscal year from the Measure X Fund (104) for professional services.

(This motion requires a roll call vote.)

Sample Motion: I move to receive and file the Revenue Enhancement Opportunities Report, receive the presentation, and provide direction to staff regarding preferred revenue strategies, including initiating community engagement and approving Amendment No. 1 to the agreement with CliffordMoss for outreach and public engagement services.

BACKGROUND

City Council Direction and Consideration of Potential Revenue Measures

The City's adopted Fiscal Year (FY) 2026/27 Strategic Plan includes Primary Goal #4 – *Maintain the Fiscal Sustainability of the City*. As part of this goal, the City Council directed staff to explore and evaluate opportunities to enhance and diversify revenue streams to

maintain current service levels, address ongoing infrastructure needs, and support the City's long-term financial sustainability.

Consistent with this direction, the City Council approved a structured work program for the General Government Department that included conducting voter survey research related to potential revenue measures, analyzing available revenue mechanisms and their respective approval requirements and revenue potential, advancing cost recovery strategies such as assessment districts through the Proposition 218 process, and preparing for potential implementation of revenue measures where appropriate.

Given this direction, staff initiated a comprehensive effort to evaluate potential funding strategies. This effort included completing voter survey research related to both assessment districts and potential revenue measures, advancing Proposition 218 proceedings for assessment districts, and engaging HdL ECONSolutions to prepare a Revenue Enhancement Opportunities Report evaluating the range of revenue tools available to the City.

In March 2026, the City completed the Proposition 218 proceedings for two assessment district efforts intended to provide dedicated funding for maintenance and infrastructure-related services. These measures did not receive sufficient support to pass. As a result, approximately $1.2 million in annual funding is not available to support these services, requiring continued subsidization by other City funding sources and/or a reduction in service levels.

To continue the City’s fiscal sustainability efforts, policy direction is needed to determine which, if any, of the identified revenue strategies should be advanced.

Carpinteria’s Revenue Needs

The City Council is aware of the financial constraints facing the City as a result of rising costs due to inflation, economic uncertainty at the federal level, and the growing demands to maintain and expand service levels throughout Carpinteria. These factors have placed increasing pressure on the City’s budget. Unfunded state mandates, deferred maintenance, and rising public safety costs have further compounded these financial challenges.

With Council support and direction, staff have acted prudently and resourcefully to address the City’s fiscal challenges by identifying efficiencies and aggressively pursuing grants and other one-time funding sources. While these actions have helped offset costs and advance key projects, they do not resolve the City’s underlying structural imbalance between ongoing revenue and expenditures.

In addition to operating costs, the City faces substantial infrastructure obligations, including deferred maintenance associated with streets, facilities, and other public assets, as well as a growing backlog of unfunded Capital Improvement Program (CIP) projects.

Current estimates indicate approximately:

- **$8,500,000** in deferred street and pavement maintenance
- **$6,300,000** in deferred facility and asset maintenance
- **$14,800,000** in total deferred maintenance

Deferred maintenance reflects the backlog of maintenance and rehabilitation work that has been postponed due to funding constraints and the resulting condition and deterioration of City assets.

In addition, the City's adopted five-year Capital Improvement Program includes approximately **$133,600,000 in unfunded project costs**, which represents the broader investment needed to rehabilitate, replace, and improve the City's infrastructure.

These figures are planning-level estimates and are intended to reflect both the City's current infrastructure backlog and the scale of investment needed to maintain and improve public assets over time.

Beyond these existing obligations, the City must also continue to invest in ongoing preventative and routine maintenance to avoid further deterioration and more costly rehabilitation in the future.

The cost of delivering capital projects and addressing deferred maintenance has increased significantly due to construction inflation, labor shortages, regulatory requirements, and supply chain constraints. As a result, deferring infrastructure investment does not eliminate cost, but instead increases it and compounds the City's long-term financial exposure.

In addition, the City faces significant financial challenges on multiple fronts:

- **Rising Costs of Law Enforcement:** The escalation in costs associated with the City's agreement with the Santa Barbara County Sheriff's Office continues to present a substantial and growing financial obligation. The cost for law enforcement services is approximately $6.6 million in FY 2025/2026 and is projected to increase to approximately $6.9 million in FY 2026/2027. These increases place continued pressure on the General Fund and reduce the City's ability to allocate resources toward other priorities.
- **Rising Operational Costs:** Expanded service levels, including library services, senior services, and parks maintenance, compete for an increasingly limited pool of discretionary funds, compounded by inflation across all City operations.
- **Stagnation of Key Revenues:** Primary revenue sources have not kept pace with the City's increasing cost of providing services.
- **Rising Capital Improvement Program Costs:** Project costs continue to exceed historical estimates due to labor, material, and regulatory factors.

- **Insufficient Assessment District Revenues:** The City's Landscape Maintenance and Winter Berm assessment districts have not been updated since the mid-1990s. As a result, they require a significant subsidy from the general fund and other sources, limiting the City's ability to address other priorities. A Prop 218 ballot initiative to adjust rates to current costs was not approved, resulting in an approximate $1.2 million annual shortfall between district revenues and expenses.

It is important to clarify the implications of the Prop 218 ballot results. The services provided by the districts, such as construction of the winter berm and street tree maintenance, are not fully optional and cannot be reduced without consequence. These activities are necessary to maintain public safety, reduce wildfire risk, comply with regulatory requirements, and preserve the condition of public spaces.

In the absence of a dedicated funding source, these services must continue to be funded through limited and constrained City resources, including the General Fund, Measure X, and other constrained sources. As a result, funding that could otherwise be directed toward other priorities, such as street and road repairs, remains committed to these ongoing obligations.

Taken together, these factors highlight the structural imbalance between the City's ongoing financial obligations and available resources.

Revenue Enhancement Opportunities Study

To further evaluate available options, the City retained HdL ECONSolutions (HdL) to prepare a Revenue Enhancement Opportunities Report, provided in Attachment A. The report evaluates potential revenue mechanisms available under California law, including a transaction use tax (TUT), a utility users tax (UUT), a parcel tax, and business license tax reform.

The report provides a comparative framework evaluating each option based on revenue potential, voter approval thresholds, feasibility, equity, and administrative considerations.

DISCUSSION

The City has completed the foundational work necessary to evaluate its fiscal condition and the range of available revenue options. Through the Strategic Plan work program, voter survey research, assessment district proceedings, and the preparation of the Revenue Enhancement Opportunities Report, the City has developed a clearer understanding of both its financial needs and the tools available to address them.

The remaining question is not whether a need exists, but how the City intends to respond to that need.

Broadly, the City has several approaches available, which are not mutually exclusive and may be pursued in combination:

- Continue to defer infrastructure investment and absorb increasing costs within existing resources, which will require ongoing General Fund subsidies and may result in service level tradeoffs over time;
- Establish new ongoing revenue to more sustainably fund City services and infrastructure needs; and
- Utilize financing tools to accelerate project delivery, supported by a stable and ongoing revenue source.

These approaches may be used independently or in combination. For example, new ongoing revenue may support both current service needs and the use of financing tools to address deferred infrastructure more efficiently. Each approach carries tradeoffs related to cost, timing, service levels, and long-term financial sustainability.

Evaluation of Revenue Options

The HdL report evaluates several revenue mechanisms available to the City, each of which differs in revenue potential, voter approval requirements, administrative complexity, and distribution of the cost burden. Based on this analysis, the following summarizes the primary options evaluated for Carpinteria:

- A **transaction use tax (TUT)** provides one of the more viable and flexible revenue options available to the City. HdL estimates that a 0.25% increase could generate approximately $694,500 annually, before CDTFA administrative fees. HdL also notes that Carpinteria currently has a total sales tax rate of 9.00%, which means the City has the capacity to consider an additional 0.25% TUT tax while remaining under the current statutory cap (9.25%). In addition, HdL estimates that approximately 18.1% of the City's current transactions and use tax is generated by non-residents, which supports the conclusion that this revenue source is borne by both residents and non-residents. The report further notes that a transaction use tax is comparatively easier to administer because the City already has this tax structure in place, and the additional administrative burden would be incremental.

- A **utility user tax (UUT)** has the potential to generate meaningful revenue, but the actual amount would depend heavily on the tax structure adopted, including which utilities are taxed, at what rates, and whether the tax applies to residential customers, commercial customers, or both. HdL provides two illustrative estimates. Using a per capita extrapolation from nearby jurisdictions, HdL estimates that a UUT could generate approximately $1,685,080 annually. Using a more generalized statewide methodology, HdL estimates that a basic 5% UUT on telecom, gas, and electricity could generate approximately $596,880 annually. HdL emphasizes that these estimates are illustrative only and that additional detailed analysis would be needed if the City wished to further consider this option. The report also notes that a UUT is borne directly by residents and businesses within

the City and may involve greater administration and auditing complexity than a sales tax.

- A **parcel tax** provides a stable and predictable revenue source, but it is limited to a specific purpose and requires a two-thirds voter approval threshold. HdL provides several illustrative revenue estimates depending on how the tax is structured. Assuming a citywide tax of $100 per parcel for commercial, industrial, and residential land use categories, HdL estimates that the tax would generate approximately $472,500 annually. HdL also provides a broader illustrative revenue range of approximately $354,380 to $945,000 annually, depending on the rate imposed and parcel categories included. While parcel taxes can provide steady revenue, the cost burden falls on property owners only, and the supermajority voter threshold makes this option less feasible than a general tax.

- **Business license tax reform** presents an opportunity to improve equity within the City's existing tax structure, support the business community with possible dedicated funding, and potentially increase revenue, but HdL does not provide a single refined revenue estimate for ballot measure purposes in the Revenue Enhancement Opportunities Report. Instead, HdL concludes that the City's current employee-based business license structure is producing comparatively low revenue and has substantial room for improvement. The report notes that changes to the structure could result in a more equitable tax system and increased revenue, but that more detailed analysis and, if a gross receipts model were pursued, actual gross receipts data collection would be needed before the City could develop a more reliable revenue projection. The evaluation matrix in the report accordingly identifies revenue potential for business license reform as unknown until tax and rates are established.

When considered collectively, several key factors emerge from the HdL analysis:

- **Revenue Potential:** UUT may have the highest theoretical revenue potential depending on structure, while a TUT provides meaningful ongoing revenue with a clearer and more immediately actionable estimate.
- **Feasibility:** A TUT appears to be one of the more feasible options due to its lower voter threshold as a general tax and the fact that a portion of the tax burden is shared by non-residents.
- **Equity:** A TUT distributes costs more broadly, while a utility users tax and parcel tax concentrate the burden more directly on residents, businesses, or property owners within the City. Business license tax reform would improve equity within the City's existing tax structure by more appropriately aligning tax obligations across businesses.
- **Administrative Complexity:** A TUT is comparatively easier to administer because the City already has this structure in place, while UUT and business license reforms would require additional setup, monitoring, and administrative effort.

Based on these factors, a TUT appears to provide the most balanced combination of revenue generation, feasibility, and administrative simplicity, and therefore represents the most viable option for near-term consideration. Staff is seeking City Council direction on whether to advance this or other strategies.

Table 1 provides a summary comparison of the primary revenue options evaluated, including estimated revenue potential, voter requirements, and key considerations.

Table 1: Revenue Options Comparison

Revenue Option	Estimated Annual Revenue	Voter Threshold	Who Pays	Key Advantages	Key Constraints
Transactions and Use Tax (TUT)	~$694,500 per 0.25%	Majority (general tax)	Residents + Non-residents	Broad cost distribution, lower voter threshold, low administrative burden	Limited by tax cap, revenue scales incrementally
Utility Users Tax (UUT)	~$596,880 to $1,685,080 (depending on structure)	Majority (general tax)	Residents + Businesses	Potential for higher revenue depending on rate structure	Direct impact on residents, equity concerns, and administrative complexity
Parcel Tax	~$354,380 to $945,000 (depending on rate and structure)	Two-thirds	Property Owners	Stable and predictable revenue	High voter threshold, restricted use, burden on property owners
Business License Tax Reform	$1.0M – $2.0M (order-of-magnitude estimate; subject to further analysis)	Majority or two-thirds depending on structure	Businesses (potentially passed to consumers)	Improves equity, modernization opportunity	Requires structural overhaul, revenue uncertain, higher administrative effort

Public Opinion Research and Feasibility

As part of the City's Strategic Plan work program, the City conducted voter survey research in fall 2025 to better understand community perspectives regarding potential revenue measures.

The results of this research indicated that a local revenue measure, specifically a transaction and use tax (sales tax), tested favorably and exceeded the voter approval threshold required for passage. The polling also indicated that support for a potential measure increases when voters understand the City's financial conditions, infrastructure needs, and the services that would be supported by additional revenue.

It should be noted that the polling focused on a TUT measure and did not include comparable testing of other revenue options evaluated in the HdL report.

While polling results are not determinative, they provide an important indicator of feasibility and community sentiment. The results suggest that, among the revenue options evaluated, a transaction and use tax represents a viable approach from both a policy and voter feasibility perspective.

These findings further support the importance of clear communication and community engagement as the City considers next steps.

Financing Considerations

The City has also begun exploring financing strategies as a potential tool to accelerate delivery of infrastructure projects and to reduce the long-term cost of delay. While financing can be an effective implementation tool, it requires a stable and ongoing revenue source and should be considered complementary to, rather than a substitute for, identifying sustainable revenue.

Outreach and Public Engagement Services

In order to support potential next steps, including community engagement and public education related to a potential revenue measure, staff recommends an amendment to the City's existing agreement with CliffordMoss to provide continued outreach and public engagement services.

CliffordMoss has been supporting the City's voter survey research and initial public engagement efforts related to the City's fiscal sustainability initiatives. Based on City Council direction, the proposed scope of work would expand to include strategic communications and outreach services such as messaging development, stakeholder engagement, public information strategy, and preparation of informational materials to support a potential November 2026 revenue measure.

The proposed work program includes a combination of strategic advisory services and community outreach efforts, including direct mail communications to residents, digital outreach, and stakeholder engagement. As outlined in Attachment B, the total estimated cost for this phase of work is approximately $84,000, which includes professional services, outreach materials, and related program costs.

Accordingly, staff recommends approval of Amendment No. 1 to the agreement with CliffordMoss, increasing the contract amount by $30,000 for a new total amount not to exceed $130,000. A copy of the proposed amendment is provided as Attachment B.

Although sufficient funding was originally programmed in FY 2026/27 for this effort, an appropriation of $84,000 is needed in the current fiscal year to initiate community engagement and public education efforts and meet ballot measure timelines. This adjustment represents a shift in funding between fiscal years and is budget neutral over the two-year budget cycle.

Next Steps and Community Engagement

Should the City Council wish to proceed, staff recommends initiating a focused community engagement and public education effort to further inform residents about the City's financial conditions, infrastructure needs, and potential revenue options.

Staff is seeking direction on which strategy or strategies to advance and whether to begin community engagement.

The following timeline outlines key milestones associated with the development and placement of a potential revenue measure on the November 3, 2026 ballot.

Table 2: Next Steps

Dates	Description
April 13, 2026	City Council receives Revenue Enhancement Opportunities Report and provides direction on preferred revenue strategy and initiation of community engagement
May 11, 2026 (or May 26, 2026)	City Council receives update, provides direction to proceed with a revenue measure, and reviews draft ballot framework and language
June 2026 (target: June 8 or June 22)	City Council adopts ordinance to place a revenue measure on the November 3, 2026, ballot (requires majority vote of the City Council)
June – October 2026	Public information and community outreach
June 25, 2026	Deadline to file with the Santa Barbara County Clerk of the Board of Supervisors for the request for consolidation services for the November 3, 2026 election
June 27, 2026	Deadline for submittal of arguments for and against the proposed measure
June 27, 2026	Deadline for City Attorney's impartial analysis
August 4, 2026	Deadline for rebuttal arguments
November 3, 2026	Election Day

POLICY CONSISTENCY

The proposed actions are consistent with the FY 2026/27 Strategic Plan Goal #4: Maintain the Fiscal Sustainability of the City.

FINANCIAL CONSIDERATIONS

Approval of the recommended action will require a budget appropriation of $84,000 from the Measure X Fund (104) in account number 104-111-5201 (Professional Services) for the current fiscal year. The Measure X Fund has an available fund balance of $1,602,730, which is sufficient to support this appropriation.

Although sufficient funding was originally programmed in FY 2026/27 for this effort, this appropriation advances previously programmed funds into the current fiscal year to meet project timelines and is budget neutral over the two-year budget cycle.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

The City Attorney has assisted in the preparation of this agenda item and will be available to answer questions at the meeting.

OPTIONS

A. Receive and file the report and provide direction to staff.
B. Direct staff to pursue a specific revenue strategy.
C. Direct staff to initiate community engagement efforts.
D. Provide alternative direction.

PRINCIPAL PARTIES EXPECTED AT MEETING

HdL staff will be present.

ATTACHMENTS

A. Revenue Enhancement Opportunities Report (HdL ECONSolutions)
B. Amendment No. 1 to Agreement No 2025-048 with CliffordMoss
C. HdL Revenue Enhancement Report Presentation

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Signature

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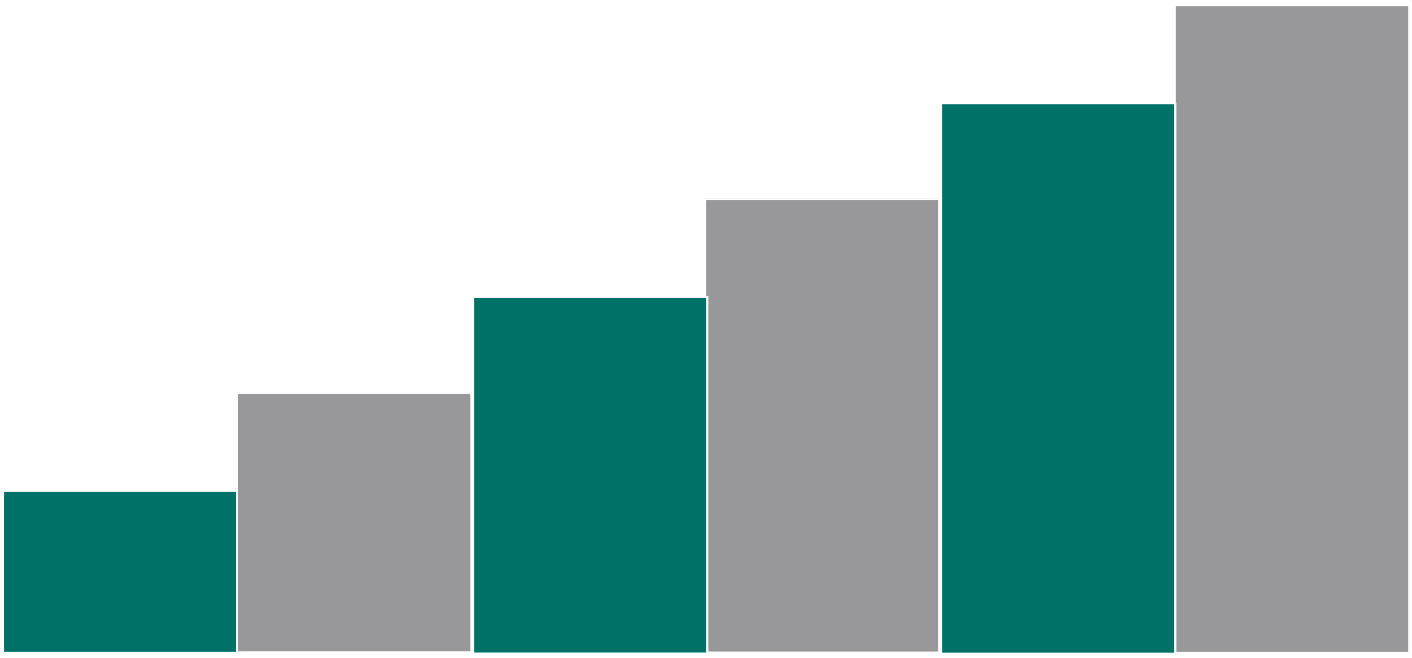
Signature

ATTACHMENT A

Revenue Enhancement Opportunities Report (HdL ECONSolutions)



Development Driven by Data

City of Carpinteria
Revenue Enhancement Opportunities Report

HdL ECONSolutions

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CITY OF CARPINTERIA REVENUE ENHANCEMENT OPPORTUNITIES REPORT

BACKGROUND

The City of Carpinteria is exploring potential revenue enhancement opportunities to raise additional general fund tax revenue. The city retained the services of HdL to prepare a report evaluating various revenue enhancement opportunities.

Hinderliter de Llamas Associates (HdL) is a 42-year-old consulting firm with corporate offices in Brea, California, along with offices in Pleasanton and Fresno, as well as offices in Texas, Colorado, and Georgia. HdL is a highly respected consulting firm working in sales tax, property tax, tax & fee administration, revenue analysis, economic development, and cannabis management. HdL ECONSolutions was formed by HdL in 2014 to provide a variety of economic development products, services, and special projects in further serving local governments. HdL ECONSolutions has done work for 235 local governments in California and presently is working for 35 California cities and several private sector developers on a variety of economic development related services. HdL has prepared similar Revenue Enhancement Opportunity Studies for the cities of Goleta, Rancho Cucamonga, and Jurupa Valley, as well as Sacramento County.

SUMMARY

The report identifies four potential revenue enhancement opportunities:

- Transaction Use Tax (TUT)
- Utility Users Tax (UUT)
- Parcel Tax
- Business License Tax (Review of the previous Business License Study that was prepared by HdL for the City in January 2024)

The summary table at the end of the document provides an evaluation of each tax by administrative ease, equity, revenue potential, and estimated compliance and administration costs. The Report also includes an analysis of retail spending in the form of Resident versus Non-Residents Analysis as an incorporated report.

This report evaluates each of the revenue opportunities by describing:

- The nature of the tax.
- The process to implement the tax and feasibility of implementation.
- The potential revenue estimates.
- The pros and cons of each including – potential impacts on the residents and business within the community.

The report does not make a recommendation or state a preference for one revenue source over another. However, it clearly outlines the above-described evaluation of each possible opportunity.

GENERAL SUMMARY OF APPROVAL REQUIREMENTS FOR REVENUE OPTIONS

Each option requires local voter approval by the residents of Carpinteria. The required threshold for council approval to be placed on the ballot and voter approval to enact the measure is described for each option in the table below.

Revenue Option	General Use of Funds Threshold		Special Use of Funds Threshold	
	Council Approval	Voter Approval	Council Approval	Voter Approval
Transaction Use Tax (TUT)	Two-thirds majority (4 of 5)	Simple majority (50 +1)	Simple majority (3 of 5)	Two-thirds majority (66 + 1)
Utility User Tax (UUT)	Two-thirds majority (4 of 5)	Simple majority (50 + 1)	Simple majority (3 of 5)	Two-thirds majority (66 + 1)
Parcel Tax*	-	-	Simple majority (3 of 5)	Two-thirds majority (66 + 1)
Business License Tax	Two-thirds majority (4 of 5)	Simple majority (50 + 1)	Simple majority (3 of 5)	Two-thirds majority (66 + 1)

* Parcel taxes are always a special tax by law

TRANSACTION USE TAX

Description

A Transaction and Use Tax (TUT) is an additional sales tax levy on top of the Bradley-Burns Local Sales and Use Tax imposed by individual cities.

What is referred to as the Bradley-Burns local tax portion of the sales tax is 1%. Cities, counties, and special districts have the ability to add on to the Bradley-Burns tax for their specific uses. Existing law authorizes cities and counties, subject to limitations and approval requirements, to levy a transaction and use district tax for general or specific purposes, in accordance with the requirements set forth in the Transaction and Use Tax Law, including a requirement that the combined rate of all taxes that may be imposed in accordance with that law in the jurisdiction not exceed 2%.

In Santa Barbara County the Bradley-Burns tax rate is 7.75%. In 2018, the residents of Carpinteria approved a 1.25% Transaction and Use Tax add on to the County 7.75%. In Fiscal Year 2025, this tax generated $3.77 million dollars in additional revenue to the city. The chart below demonstrates the sales tax of cities in Santa Barbara County, including cities that have a TUT.

Carpinteria has a total sales tax rate, including its TUT, of 9%. Therefore, there is capacity to increase the amount of the TUT of .25%, and still be under the 2% cap.

Currently there are 321 cities in the state that have approved a TUT. The cities in Santa Barbara County that have TUT's include the following:

- City of Carpinteria 9.00%
- City of Goleta 8.75%
- City of Guadalupe 8.75%
- City of Lompoc 8.75%
- City of Santa Barbara 9.25%
- City of Santa Maria 8.75%
- City of Solvang 8.75%

Implementation Process

Enactment of a Transaction and Use Tax (TUT) requires a ballot measure approved by the residents of the City. For a general tax, placing the measure on the ballot requires a two-thirds vote of all members of the City Council (4 out of 5 for the City of Carpinteria), and voter approval requires a simple majority (50% plus 1). For a special tax, placing the measure on the ballot requires a majority vote of the City Council, and voter approval requires a two-thirds vote of the electorate.

Pros and Cons

Pros

Included in this report is a sales tax analysis of Resident v. Non-Residents for the City. Based upon 2023 revenue estimates, 18.1% of the TUT for Carpinteria is estimated to be paid by non-residents. This emphasizes that a TUT tax would be borne by both residents and non-residents.

Cons

Sales taxes are regressive by nature. Taxes on general goods and services consume a greater proportion of a lower/moderate income family's income.

Process to Increase the Transaction and Use Tax (TUT) Beyond the 2% Cap Limit

The existing Revenue and Taxation Code authorizes cities and counties, subject to certain limitations and approval requirements, to levy a transaction and use tax for general or specific purposes, in accordance with the procedures and requirements set forth in the Transaction and Use tax Law to exceed the 2% limit. The authorization to exceed the 2% limit requires State Legislation action, in the form of legislation to allow for a specific jurisdiction to exceed the limit. The bill must be approved by the State legislature to allow the City to make this exemption. The City will still need to follow the local voter approval process to approve the measure.

Potential Revenue Estimate

Since the City of Carpinteria has an existing Transactions Tax it is fairly easy to create an accurate estimate of what an incremental TUT increase could generate on an annual

basis. HdL calculated an estimate of 0.25% increase in the existing TUT. The estimate is an additional $694,500.

If the City were to pursue a legislative exemption to the 2% cap, the voters would need to approve a ballot measure to approve an additional tax amount. The increased tax amount can be calculated by the estimates of the additional 0.25%. In rounded numbers an additional TUT could generate an additional $700,000 per quarter cent. There would be an additional administrative cost associated with monitoring the revenue stream and compliance. The increased cost for an amendment to the city's contract with HdL to monitor the city's sales tax could be in the range of $3,600 per year.

UTILITY USER TAX

Description

A Utility User Tax (UUT) may be imposed by a city on the consumption of utility services, including (but not limited to) electricity, gas, water, sewer, telecommunications, sanitation, and cable television and other video services. Based on recent rulings, this can include streaming services and programming where the ordinance language is sufficiently broad and technology neutral. For example, a city may choose to tax some categories of utilities at a 6% rate and others at 4% or not at all. The city may also choose to tax only residential or only commercial customers for each category of utility. The tax is collected by the utility as part of its regular billing cycle and then remitted to the city. Most city UUT levies are general taxes. Currently, 157 cities in California levy utility user taxes.

Typically, UUT rates vary from one to 11 percent. The average rate is four to five percent.

Currently there are two cities in the County of Santa Barbara, Santa Barbara and Guadalupe, which impose a UUT. Cities in close proximity to Carpinteria include Grover Beach, San Luis Obispo, Port Hueneme and San Buenaventura.

Implementation Process

Enactment of a UUT requires a ballot measure approved by the residents of the City. For a general tax, placing the measure on the ballot requires a two-thirds vote of all members of the City Council (4 out of 5 for the City of Carpinteria), and voter approval requires a simple majority (50% plus 1). For a special tax, placing the measure on the ballot requires a majority vote of the City Council, and voter approval requires a two-thirds vote of the electorate. Depending on the specifics of how a tax measure is proposed it can include a "sunset" of the tax.

From June 2002 through November 2024 there were 99 measures that passed to increase or adopt a new UUT. Eleven were special taxes designated for a specific purpose. Among the 88 general taxes, 12 were accompanied by advisory measures.

As described previously, there are many variations as to which properties can be taxed, such as residents and/or commercial customers, which categories of utilities it applies to and at what rate can be for each. If the City were to pursue consideration of a UUT, a

separate analysis should be conducted. Issues to be analyzed should include who should be taxed, which categories of utilities it should apply to and at what rates.

Collection of the revenue is the responsibility of the various utilities and are remitted to the city on a regular schedule based upon negotiations with the utilities. Any time there is a reliance on an outside agency responsible for collection and remittance there are greater chances of errors. This can be further complicated if there are many variations to the UUT rates. Many cities with UUT's utilize a third-party company to help manage and audit UUT remittance.

Pros and Cons

Pros

Depending on the percentage of the tax, UUTs can generate a significant amount of revenue that can be used for general purposes.

Traditionally, UUTs are a dependable and consistent revenue stream. Revenues can increase gradually over time as the cost of the utility rates increase.

Cons

The tax is considered regressive in that the most common utilities taxed include electricity, gas and water which are basic household utilities. The utility rates users pay are based upon consumption. Therefore, the more you use the higher your bill. Utility consumption is typically dependent on the size of the user's home or property. Therefore, property owners or tenants with lower incomes pay a disproportionate percentage of their income on utilities and the UUT.

The tax is on the utility consumption of residents and businesses in the city. Businesses may also choose to pass on the cost of the UUT to their customers in the form of higher prices.

Summary

As mentioned in the pros section, historically the revenue stream is consistent. However, with current and future changes in the availability of some utilities such as water and energy, UUT revenue may become more of a volatile revenue source with greater fluctuations.

Potential Revenue Estimate

Estimating potential revenue can be a bit complex. It depends on the percentage of the tax and the utilities that the city chooses to impose the tax. This varies from city to city. In addition, revenues collected by many utilities are proprietary information, so it is difficult to know exactly the amount of revenue collected by certain utilities. One way to estimate potential revenue is to look at one or more cities in the region that currently impose the tax, determine their actual revenue, and extrapolate it for the City of Carpinteria's population.

Extrapolation Rate Approach

HdL identified six surrounding cities in close proximity to the City of Carpinteria, Santa Barbara, Guadelupe, Grover Beach, San Luis Obispo, Port Hueneme and San Buenaventura.

Utility User Tax Rates - Cities in Santa Barbara County - as of February 2021*						
County:	Santa Barbara		San Luis Obispo		Ventura	
City:	Guadalupe	Santa Barbara	Grover Beach	San Luis Obispo	Port Hueneme	San Buenaventura
Population	8,622	86,499	12,547	49,244	21,217	109,058
Amount Collected YE 2023	$1,743,990	$16,381,340	$205,840	$6,904,190	$1,229,140	$10,020,150
Telephone: IntraSt Resid	5.0%	5.75%	1.0%	4.8%	3.75%	4.5%
Telephone: IntraSt Commercial	5.0%	5.75%	1.0%	4.8%	3.75%	4.5%
Telephone: InterSt Resid		5.75%		4.8%	3.75%	4.5%
Telephone: InterSt Commercial		5.75%		4.8%	3.75%	4.5%
Telephone: IntNt'l Resid		5.75%		4.8%	3.75%	4.5%
Telephone: IntNt'l Commercial		5.75%		4.8%	3.75%	4.5%
Telephone: Wireless Resid		5.75%		4.8%	3.75%	4.5%
Telephone: Wireless Commercial		5.75%		4.8%	3.75%	4.5%
Electricity-Residential	5.0%	6.0%	1.0%	5.0%	4.0%	5.0%
Electricity - Commercial	5.0%	6.0%	1.0%	5.0%	4.0%	5.0%
Gas - Residential	5.0%	6.0%	1.0%	5.0%	4.0%	5.0%
Gas - Commercial	5.0%	6.0%	1.0%	5.0%	4.0%	5.0%
CATV Residential		6.0%	1.0%	5.0%	4.0%	4.5%
CATV Commercial		6.0%	1.0%	5.0%	4.0%	4.5%
Water Residential	5.0%	6.0%	1.0%	5.0%	4.0%	
Water Commercial	5.0%	6.0%	1.0%	5.0%	4.0%	
Garbage Residential		6.0%				
Garbage Commercial		6.0%				
Source: CaliforniaCityFinance.com from League of Calif Cities and UUTINFO.ORG Survey Data						

* Most recent available comparative dataset (February 2021)

The revenue data was reported by cities to the League of California Cities and therefore was recorded into a common database based on the Leagues' reporting requirements. This would probably be more accurate than drawing the information from each city, which may choose different reporting format, dates, and/or criteria.

Analysis of UUT Revenue Based on Average Per Capita	
Description	Amount
Total Pop. of Surveyed Cities	287,187
Total UUT Revenue of Surveyed Cities	$36,484,650
Average UUT per Capita	$127
Carpinteria Population	13,264
Potential UUT Revenue based on Avg. Per Capita	$1,685,080

Based upon the per capita analysis, it is estimated that the city might achieve approximately $1.68 million in annual revenue from a UUT based upon the presumptions in the analysis scenario.

There would be a cost to administer the collection and auditing of the UUT tax. That cost could vary depending on if the city chooses to administer the collection in house or contract with a third-party.

Statewide Average Rate

There is also another methodology to project revenues for a potential UUT. HdL has performed many other UUT revenue estimations for various clients. As another estimation method, we have found that based upon averages from across the state, a simple estimation for a basic UUT of 5% on telecom, gas and electricity could be used as a generalized average rate. This generalized average rate analysis methodology approach equates to approximately $45 in annual payments per capita. Using that estimate and the latest census population for Carpinteria of 13,264, the annual revenue for Carpinteria could be $596,880.

Just to clarify as we described above, the variables for UUT's tax can vary dramatically based upon the utilities taxed and the amount of the tax. The above estimations are just to illustrate the potential range of revenues. If the City were to consider this option furthermore detailed analysis would need to be conducted.

PARCEL TAX

Description

A parcel tax is a tax on a parcel of property within a city. The tax must be imposed for a specific purpose. The revenue collected may only be used for that specific purpose[1]. For example, library services, public safety or roads or infrastructure improvements are common purposes. The owner of the individual property pays the tax. This is a flat fee tax on each parcel and not based upon the value of the parcel, unlike property taxes. The amount of the flat fee is set by the city and can vary depending upon the type of use of the property, for example, single-family residence, multi-family properties, commercial, industrial or vacant property can have different rates. The tax rate can also be the same for all parcels regardless of land use. The city can also exempt certain classifications of properties. All of the tax rate decisions are at the discretion of the city. The tax rate should also be roughly proportional to the use of the services, so a tax rate study is required. A CPI increase may be built into the tax if supported by the tax rate study.

Parcel Taxes are most commonly imposed by school districts and special districts. The tax process is most utilized by cities for specialized services such as library or public safety services.

Parcel Taxes are not to be confused with Property Assessments which are taxes assessed on specific properties for specific services provided to those properties, such as landscape maintenance and street lighting. These are referred to as Special Districts. It is the consultant's understanding the City is currently pursuing updates to two existing assessment districts – Landscape and Right-of-Way Improvement District No. 3 and Winter Berm Assessment District No. 5 – to ensure that the assessments levied are aligned with the actual cost of providing services to those districts.

Implementation Process

Enactment of a parcel tax requires a ballot measure approved by the residents of the City. Parcel taxes are always a special tax by law. For a special tax, placing the measure on the ballot requires a majority vote of the City Council, and voter approval requires a two-thirds vote of the electorate.

As described previously in the report, and much like UUT, there are many variations as to which parcels would be taxed and at what rates and the purpose of the tax. If the City were to pursue consideration of a parcel tax, a separate analysis on defining the purpose and the taxing structure and providing more refined revenue estimates for each option would be required.

[1] General law cities have the authority to levy parcel taxes pursuant to Government Code Section 37100.5, which limits parcel taxes to those made pursuant to Article XIII A, which would include (1) 1% ad valorem taxes and (2) a special tax receiving two-thirds voter approval pursuant to Article XIII A, Section 4. This means that a parcel tax must be adopted as a special tax receiving two-thirds voter approval; however, parcel taxes may be levied for general purposes in addition to being restricted to a particular purpose.

Potential Revenue Estimate

The City can set the tax rate based upon a fixed amount for various categories of property use. The table below identifies the parcel inventory for the city.

Type	Percent	Number
Commercial	3.8%	164
Industrial	1.75%	90
Residential, including multi-family	86.7%	4,471
Misc.	8.4%	433
Total	**100.0%**	**5,158**

As mentioned, the city can set a different taxing rate for the different land use categories. However, we can provide a simplistic illustration of revenue potential. For example, assuming a city-wide parcel of tax of $100 per parcel for land use categories of commercial, industrial, and residential properties, at 4,725 parcels, the tax would generate approximately $472,500 annually.

There are many combinations of rates and property types the city could choose to produce the most equitable tax structure. For example, using the table below as a model, the city could choose to cap the residential rate at $100 per parcel, generating approximately $447,100 in revenue, along with a $150 per parcel rate for commercial and industrial properties, for a total of $38,100 ($24,600 for commercial plus $13,500) for a grand total of $485,200 per year. The possible combination of rates is too long to be detailed in this report, but the table should give city staff and Council members an idea of how a parcel tax can be structured.

		Rate per Parcel					
Property Type	**No. of Parcels**	**$75**	**$100**	**$125**	**$150**	**$175**	**$200**
Commercial	164	$12,300	$16,400	$20,500	$24,600	$28,700	$32,800
Industrial	90	$6,750	$9,000	$11,250	$13,500	$15,750	$18,000
Residential, including multi-family	4,471	$335,330	$447,100	$558,880	$670,650	$782,430	$894,200
Total Potential Revenue	-	**$354,380**	**$472,500**	**$590,630**	**$708,750**	**$826,880**	**$945,000**

As described above, the tax amount per parcel category can vary significantly. The illustration provided is intended to offer a general understanding of how a parcel tax could be structured and the potential revenue it could generate.

As with the other tax options described in this report, there may be additional costs associated with monitoring and auditing the collection of the tax. These functions would most likely be performed by a third-party consultant.

Pros and Cons

Pros

Parcel taxes are a steady stream of income because they are based upon a fixed fee. They are not subject to the volatility of land values.

Parcel taxes are less regressive than sales or value-based taxes since they are a fixed amount.

Cons

Residents and landowners of the city pay parcel taxes. Non-residents or visitors of the city are not subject to this type of tax.

Though parcel taxes are less regressive than sales taxes, they still impact lower/moderate income individuals disproportionately.

BUSINESS LICENSE TAX

Description

Most cities impose a business license tax on businesses that operate within the physical boundaries of the city. There are various methodologies on how the tax is calculated. The presumption of a business license tax is to tax business for the services provided by the city to support its business community, i.e., public safety, infrastructure impacts, etc.

Implementation Process

Changes to a business license tax require a ballot measure approved by the residents of the City. For a general tax, placing the measure on the ballot requires a two-thirds vote of all members of the City Council (4 out of 5 for the City of Carpinteria), and voter approval requires a simple majority (50% plus 1). For a special tax, placing the measure on the ballot requires a majority vote of the City Council, and voter approval requires a two-thirds vote of the electorate. In the November 2024 election, there were 15 cities in California that proposed general revisions or updates to their business license or special operations taxes, all of which passed.

Pros and Cons

Pros

Business license taxes can generate a significant amount of revenue. Voter approval is by the residents and not necessarily the business owners with residents more likely to approve the tax.

Cons

It can be considered a regressive tax in that the amount that businesses pay is considered a cost of doing business and therefore passed on to customer in the cost of goods and services.

A business license tax, depending on the amount, may dissuade businesses, most likely small businesses from locating or staying within the city. However, the tax structure can be tailored to minimize the impact on small or locally owned businesses through tiered rates, exemptions, or lower thresholds for certain classifications.

Potential Revenue Estimates

There are several different models that cities use for business licenses taxes. Some are based on flat fees, based upon the number of employees or gross revenue generated by the business. A city can impose differing tax rates based upon the classification of business. However, more variations in tax rates make the administration and collection of the tax more complicated and thus more costly.

In 2023, the City of Carpinteria requested a Business License fee study by HdL Companies. The study was completed in January 2024. The study evaluated the current business license fee structure of the city and made recommendations for potential adjustments to the structure to increase revenue and make the structure more equitable amongst all businesses.

This current report analyzed the previous study and determined though there were changes in the business license composition of the city from 2024 to now, that the recommendations in the previous study are still valid. In January 2023, the City received $76,923 in annual business license revenue. In 2024, the city received $62,026, a decrease, but on average for the past 3 years. However, the number of businesses who were issued licenses increased from 1,431 in 2023 to 1,910 in 2024.

This trend—an increase in the number of licenses issued alongside a decline in total revenue—suggests that the City's current business license fee structure may not scale effectively with business activity. In other words, more businesses are entering the system, but the flat or capped fee structure limits the amount of revenue collected, especially from larger or higher-earning businesses. As a result, small businesses may be paying a disproportionately higher share relative to their size or revenue. Updating the fee structure to better reflect business size or gross receipts could improve revenue generation while also creating a more equitable distribution of the tax burden.

The summary of the study concludes that the city could benefit from an adjustment to its Business License fee structure to increase revenues and make the structure more equitable to businesses.

The following are excerpts from the previous study. The complete study is included as a part of this report.

The City of Carpinteria (City) requires all businesses operating within the city, both those businesses located in the city and those located elsewhere but do work or provide service to locations in the city, to obtain a business license and pay business license taxes. (City's Municipal Code (Code) section 5.04.110).

The City's current structure has a lot of potential for improvement. It is currently producing very low revenues when compared even to similar employee-based jurisdictions. If the City were to consider updating its tax structure, we recommend that the city consider adopting a gross receipt tax structure like Model 3. That model keeps the tax structure simple to administer improves equity and could increase revenue for the future.

The report describes various options; however, the report does recommend the option for the gross receipts model. The city can also explore other options as well. If the city does want to consider the gross receipts option, there are some considerations to be considered regarding the revenue projections in the report.

The estimates of the gross receipts revenue projections in the report are illustrative and not based upon reported actual gross receipts. If the City were to consider changing the business tax structure a gross receipts data collection would be needed so the city has a more accurate revenue projection before placing a measure on the ballot.

Similar to the UUT option there may be some additional costs in administering the new business license tax structure. The amount may vary depending on whether the City administers the tax in house or contracts out to a third party.

SUMMARY

Transaction Use Tax (TUT)

From experiences of other cities, a TUT has one of the higher feasibilities of voter approval than other tax options. One of the reasons is that a portion of the revenue collected will come from non-residents making purchases within the city and the fact that many surrounding communities already impose a similar tax. The potential revenue generated is on the higher side of other options at approximately $700,000 for a .25% increase or higher if the city chooses to receive legislative relief for an amount higher than the State cap.

Utility User Tax (UUT)

The payers of UUT are residents and businesses within the city. The feasibility of passage of a UUT measure is less than other tax forms because of this fact. Businesses may pass on the cost they pay in a UUT at higher prices. The cost to administer a UUT may be higher in auditing collections from utilities depending on the number of utilities and variations in rates. As the report describes, revenue estimates can vary depending on the utilities taxed and the amount of tax on each utility.

Parcel Tax

Parcel tax revenue can only be used for the specific purpose for which the tax is levied. Like a UUT, the tax is borne by the property owners within the city. The feasibility of passing a ballot measure is less than other tax forms because of this fact and the ability to demonstrate the need for the revenue for the specific purpose of the tax. The cost of administration is less than other tax options because the collection is the responsibility of

the County. Similar to the UUT the revenue estimations depend on the amount of tax levied for specific parcels.

Business License Tax

The feasibility of voter approval of a business license tax may be slightly less than a TUT. The tax is borne by the businesses in the city, who may pass on the additional cost in higher prices for goods and services. There are many variations in how the tax is structured. The City's current business license is based on an employee model. The report and analysis completed by HdL in 2024 suggests that a change in the Business License model could result in a more equitable tax structure and result in increased revenue to the city.

Potential Tax Summary

Potential Tax Evaluation Matrix				
	Possible Tax Types			
Evaluation Category	TUT	UUT	Parcel	Business License
Administrative Ease	The City already administers a TUT so the additional administration would be slightly incremental.	There would be costs and effort with setting up the collection process and noticing the utilities and customers and tracking and monitoring the collections.	Prior to placing the ballot on the measure there is a requirement for a study to quantify the nexus of the fee to service. Monitoring and verifying the collection would most likely require a third party	A change in the structure would require notification to business and for the city to change its BL administration process.
Equity	Regressive, but nonresidents would pay a percentage of tax within city purchases.	Regressive. It is only paid by residents and business. Lower income residents pay higher	Somewhat regressive and impacts only property owners.	Potentially regressive. Tax is only on businesses, but they may pass extra costs to customers.

		percentage of income on utilities.		
Revenue Potential	$694,500	$1,685,080	$354,380 - $945,000	Unknown until tax and rates are established.
Est. Compliance/Admin. costs	There would be an additional cost for HdL to monitor the increased tax, but that cost is minimal,	Relatively high since it requires coordination with local utility providers and to monitor collections.	Monitoring and compliance would require a third-party to administer.	The cost will be in transitioning and implementing the new structure.

Resident v. Non-Resident Report Analysis

The city requested an estimate of the approximate amount of sales and use tax revenue generated by residents versus non-residents. A full copy of the report is attached.

The table below summarizes the results of the analysis based on actual Bradley-Burns 1% Sales Tax revenue and Transactions & Use Tax at 1.25% in 2024 (Calendar Year), it also reflects the percentages of sales tax estimated from non-residents for the seven major industry groups. The 1% Bradley-Burns tax is based on where the sale is negotiated or the place where the order is taken, while Transactions and Use Taxes (TUT) are applied in accordance with where purchased goods are delivered or placed into use. This difference is what accounts for the variation in resident vs. non-resident patterns represented below. Non-resident purchases in some of the categories are not factored into calculation.

In summary, HdL companies estimates that 39.3 % of the 1% Bradley-Burns Sales Tax in 2024 is generated from non-residents, while the percentage of a 1.25% TUT paid by non-residents is estimated at 18.1%.

Economic Segment	Bradley-Burns 1% Sales & Use Tax	Transactions & Use Tax (TUT)
Autos & Transportation	44.0%	1.3%
Building & Construction	26.3%	5.0%
Business & Industry	57.6%	13.7%
Food & Drugs	34.6%	36.7%

Fuel & Service Stations	35.9%	35.0%
General Consumer Goods	30.5%	8.1%
Restaurants & Hotels	35.4%	34.4%
Estimated Average Non-Resident Generated Revenue	**39.3%**	**18.1%**

It is worth noting that several key factors contribute to the lower Transactions & Use tax (TUT) percentage. One of the factors is the structure of the Business & Industry (B&I) sector, which accounts for 20.3% of the city's total sales tax revenue. Because the Transactions and Use Tax (TUT) is destination-based, many of these transactions generate tax revenue for the cities where the goods are delivered—often outside the originating city. Combined with high levels of non-resident spending, which reduces the local share of TUT revenue.

Other contributing factors are from economic sectors including General Consumer Goods and Autos & Transportation. While the General Consumer Goods sector contributes 8.7% of the city's total sales tax revenue and draws in non-resident shoppers, analysis suggests that the inflow of non-resident spending may not fully offset the outflow of resident spending at businesses outside the city. This imbalance further contributes to the reduced share of TUT revenue retained by the city. Additionally, the absence of auto dealerships within the city limits impacts on the Autos & Transportation sector. Since vehicle purchases are one of the major sources of TUT for this economic sector and are taxed based on the buyer's residence, residents purchasing vehicles elsewhere contribute to the city's TUT. With that, making resident spending the primary source of TUT in this sector, lowering the percentages for TUT from non-residents.

Attachments

- Estimate for Transaction Tax/District Add-on Sales Tax – June 2025
- City of Carpinteria Business License Tax Analysis – January 2024
- City of Carpinteria Resident /Non-Resident Analysis

Attachment 1- Estimate for Transaction Tax/ District Add-On Sales Tax

City of Carpinteria

Estimate for Transactions Tax/District Add-on Sales Tax – June 2025

The following district tax estimate was developed using comparisons of active voter approved transactions tax overrides of comparable juridictions within the region, including the City's current district tax. Per-capita figures at the countywide, statewide and regional levels were all considered when projecting and adjusting certain categories. The current cap would allow for an additional .25% district tax to be presented for future voter consideration.

	FY 2026-27 Projection	
Major Industry Group	Local Tax	0.25% District Tax
Autos/Transportation	$27,373	$111,750
Building & Construction	61,761	50,500
Business & Industry	333,538	116,000
Food & Drugs	264,361	66,000
Fuel/Service Stations	409,091	102,250
General Consumer Goods	157,887	119,500
Restaurants/Hotels	513,833	128,500
Transfers/Unidentified	1,106	
State & County Pools	399,941	
Total*	**$2,168,891**	**$694,500**
District Tax / Local Tax Ratio		**32%**
* prior to CDTFA Admin Fees		

NOTE – Transactions tax estimate is based on the Bradley-Burns Local (1%) projection for FY 2026-27 from April 2025. The above figure is before administration fees.

Functional Differences: Bradley Burns (1%) local tax vs Voter Approved District Tax

Traditionally, local tax is allocated based on an origin methodology where tax is allocated based on the place-of-sale. In other words, where the business is located. Voter approved district taxes are allocated on a destination methodology where tax generally follows the buyer. Traditional brick & mortar retailers, restaurants, and service stations will continue to generate a proportional amount of district tax compared to their normal local tax reporting. Below, highlights the most common and notable differences in respect to the two tax sources.

	Local Tax	District Tax
Vehicles	Dealership (place-of-sale)	District of vehicle registration
Delivered Materials/Equipment	Sales office, warehouse, county pool	Destination of use (ship to location)
Online Sales	Ship from location (fulfillment center and/or county pool)	Destination of use (ship to location)
Construction Contracts	County Pool	District of Jobsite location

These functional differences create variations dependent on a jurisdiction's tax base. An agency without auto dealerships typically experiences an influx of district tax revenue from that segment. Similarly, an agency heavy in industrial or warehousing sectors is likely shipping more products outside of the city, resulting in less district tax compared to their local tax revenues. These factors are all considered in the above estimate.

Attachment 2- City of Carpinteria Business License Tax Analysis

CITY OF CARPINTERIA BUSINESS LICENSE TAX ANALYSIS

January 22, 2024

HdL Companies

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Executive Summary

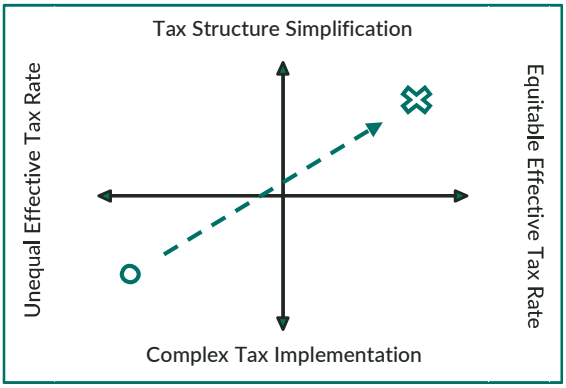
Background

The City of Carpinteria (City) requires all businesses operating within the City, both those businesses located in the city and those located elsewhere but do work or provide service to locations in the city, to obtain a business license and pay business license taxes. (City's Municipal Code (Code) section 5.04.110). This revenue is locally controlled and funds essential services. Businesses typically pay one or both fees and taxes. Fees are imposed for the primary purpose of covering the costs of a service or operation. Taxes are imposed for the primary purpose of generating revenue. The City does not impose fees as part of its business license code but is currently undertaking an independent cost analysis study.

The City commissioned the HdL Companies ("HdL" or "we," "us," "our," or similar terms) to prepare this tax study to review the administrative efficiency of the current structures, to review options for improving the equity of the business license tax structure, if any, and to investigate the possibilities for additional revenue generation.

The models and recommendations in this study should be evaluated not only on whether they increase revenue but, ideally, also on whether they move the City's business license structure up and to the right in the four quadrants presented below in Chart 1.

Chart 1: Key Attributes Of Modern Business Tax Structures



Recommendation

The City's current structure has a lot of potential for improvement. It is currently producing very low revenues when compared even to similar employee-based jurisdictions. If the City were to consider updating its tax structure, we recommend that the City consider adopting a gross receipt tax structure like Model 3. That model keeps the tax structure simple to administer, improves equity, and could increase revenue for the future.

Report Structure

We have divided this report into two major sections and two appendices.

Section 1 - Pages: 4 to 11

In the first section, we review the City's current revenue and tax structures to describe the City's current situation.

Section 2 - Pages: 12 – 22

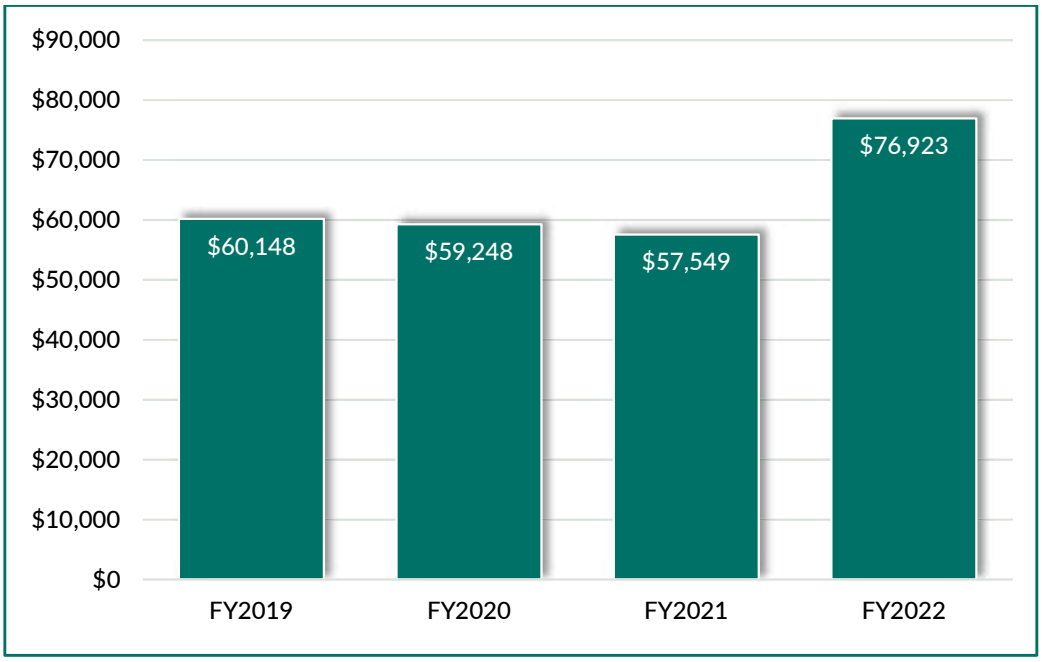
In this section, we review three alternative tax structures. Model 1 is a simple percentage increase applied to the existing tax structure. Model 2 explores a single flat gross receipts rate. Model 3 explores the impact of increase rates by category.

Please note that regardless of which models may be selected or if none are selected, the City Attorney and HdL will have additional proposed recommendations for the Carpinteria Municipal Code, which will be presented at a later date.

Business Tax - Analysis

The City currently has approximately 1,431[1] businesses that are paying their business license tax. Over the last four fiscal years (FY), business license tax revenue has averaged approximately $63,000 per fiscal year. As you can see in Chart 2, the City's business tax revenue peaked pre-pandemic and has dropped each fiscal year since. City resolution 5958 waived the tax for any business with less than 100 employees. The resolution's financial impact was spread over the two fiscal years FY2020 and FY2021. This resolution is the main source of the lower revenues year over year through the pandemic. However, it looks favorable for fiscal year 2022 to be above pre-pandemic levels.

Chart 2: City of Carpinteria Business Tax Revenue 4-Year Revenue Trend



Actual and estimated revenues are retrieved from data reported to the California State Controller.

1 This count comprises the active accounts in the city with recent payments. This gives a better representation of the businesses that will likely contribute to revenue in the future because they have contributed in the past.

Business Tax - Equity of Contribution

The City currently uses employee count to calculate the tax for almost all businesses, although the city does have other categories that use other business activity metrics such as number of rental units, or a flat rate.

Table 1: Current Tax Structures

Business Category Type	Total Count	Primary Tax Type
General Business (Employee Fees)	1,419	Employee
Apartments/Motels/Hotels/Dwellings	7	Per Unit
Coin Operated Machines	3	Per Unit
Vehicle and Equipment Rentals or Leasing	1	Flat Rate
Storage Warehouse	1	Flat Rate
TOTALS	**1,431**	

As you can see in chart 4a, the City's current tiered rate employee-based tax results in a regressive tax structure. Since the highest a business will pay is $100 if they have 21 or more employees it is essentially capped at $100. Where the smallest[2] businesses pay a proportionally higher tax rate for the business license tax in the City.

Chart 4a: Examples of Current Tax Rate as Percent of Estimated Gross Receipts[3]

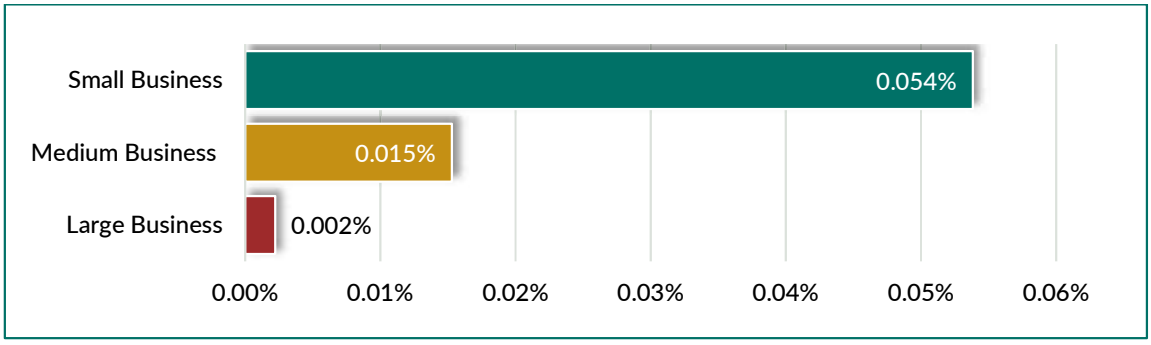
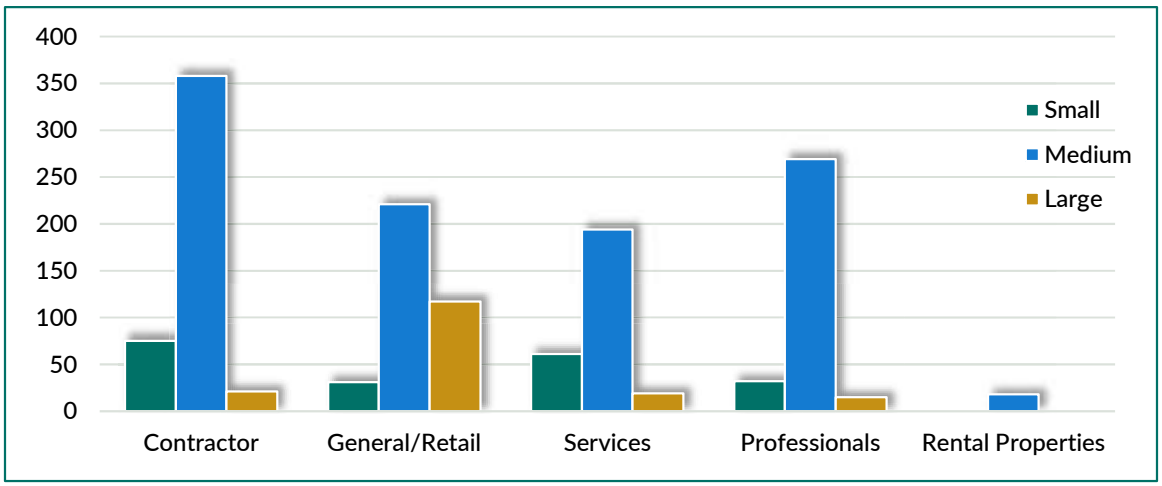


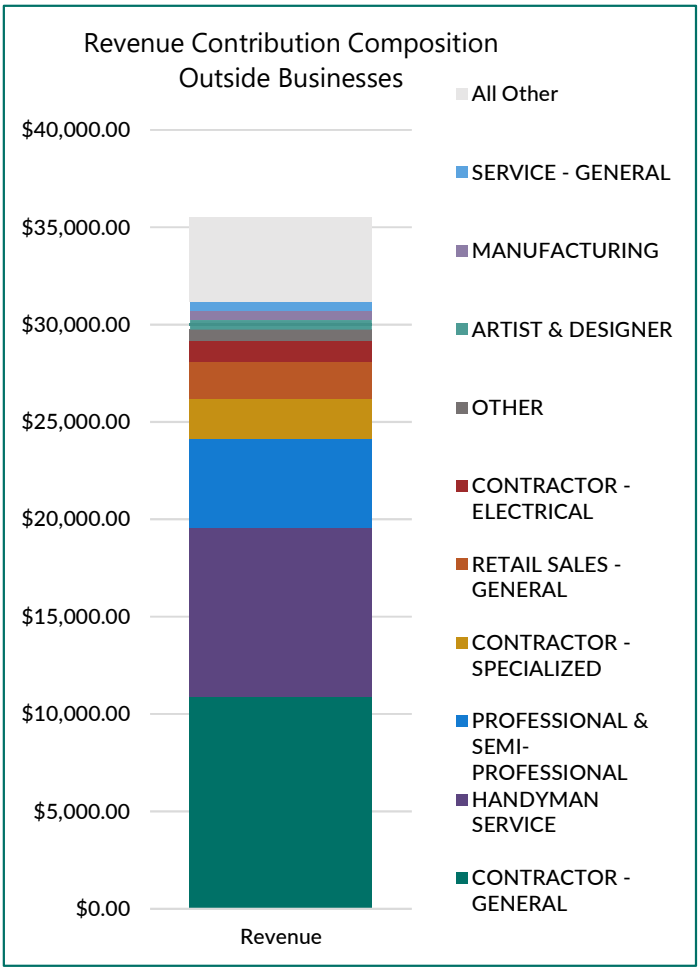
Chart 4b: Distribution of Business by Size within Category



2 Small. Medium, and Large businesses are defined by estimated gross receipts and are split into percentile groupings where the smallest third are categorized as "small", the middle third are "medium", and the largest third are "Large".
3 Estimated gross receipts are based on NAICS industry averages and a more detailed explanation is available on page 14.

City of Carpinteria: Business Tax – Business Type Summary

The two tables below show the composition of business licenses issued to businesses inside and outside the city. The composition inside the city is concentrated in the General Retail, Restaurants, and Professional Services categories. In table 2 below are the average number of employees for businesses in the top 10 contributing business types.



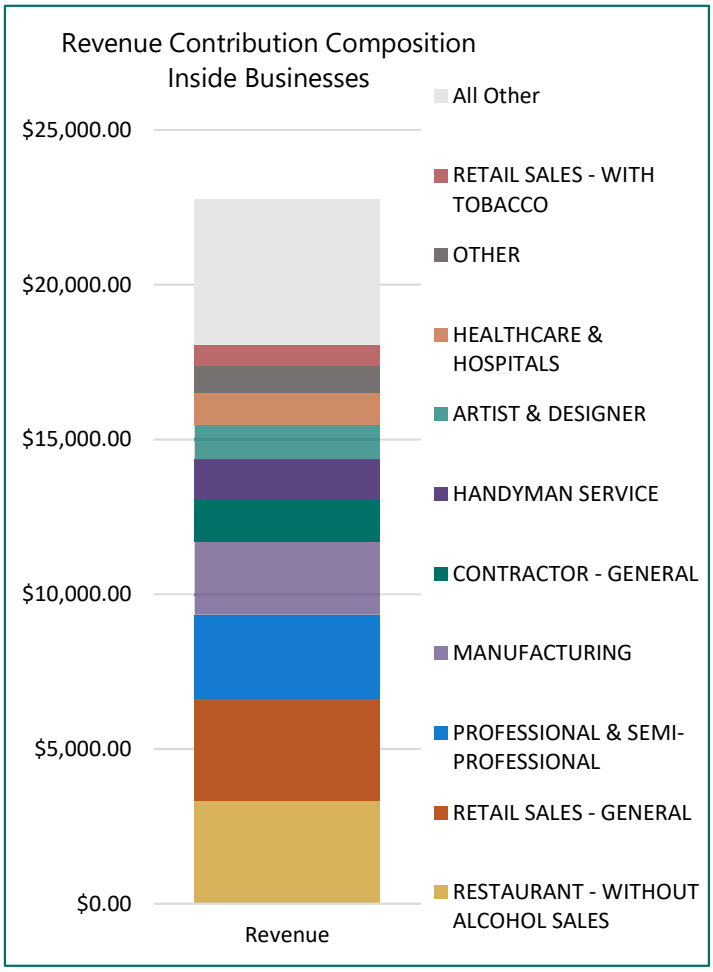


Table 2: Average Total Employees

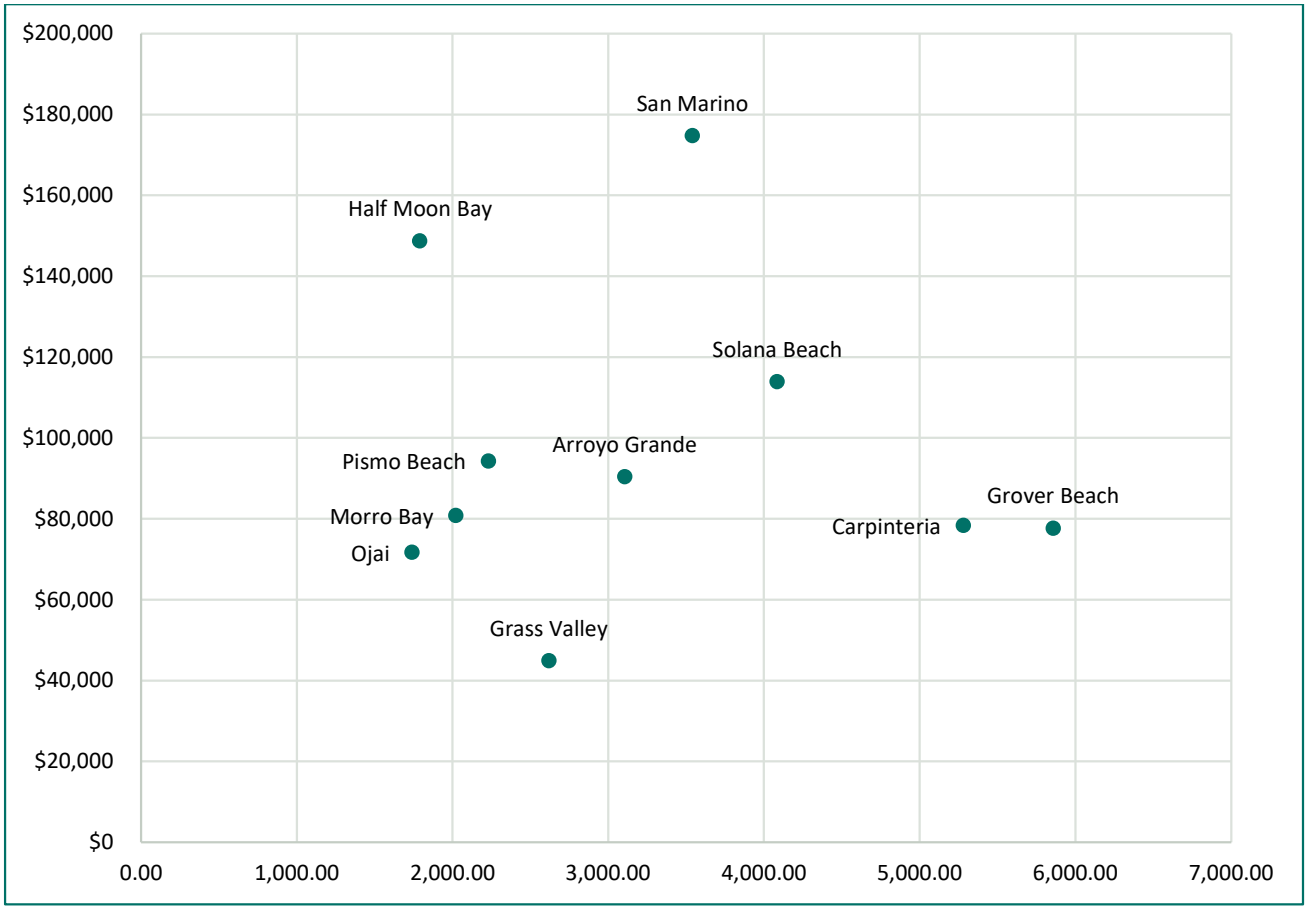
Business Type	Average Total Employees
Restaurant - Without Alcohol Sales	11
Retail Sales – General	6
Professional & Semi-Professional	4
Manufacturing	31
Contractor - General	7
Handyman Service	6
Artist & Designer	1
Healthcare & Hospitals	4
Other	9
Retail Sales - With Tobacco	13

City of Carpinteria: Comparison to Neighboring Cities

Below you can see the comparison jurisdictions that the City and HdL chose as a baseline. They were chosen because they were: (1) in similar geographic regions, (2) were like the City in median income, and (3) were relatively similar in population density.

As you can see below, the City is right in the middle in terms of estimated median household income and one of the higher cities for population density.

Chart 5: Household Income (Vertical) with Population Density (Horizontal)



The table below highlights population, the estimated number of licensed businesses, and estimated annual revenue for quick comparison. Below the table are some key graphics showing how the City compares to other jurisdictions. For purposes of comparison, we use the fiscal year 18-19 data. We do so because that data is pre-COVID and so avoids the 'noise' in the data caused by the impact of the pandemic on the City and the comparison jurisdictions.

Comparison Cities Summary Table (Using FY 18-19 data)

Table 3: Comparison Data

Jurisdiction Name	Est. Square Miles	Est. Population	Est. Median Household Income	Est. Businesses	**Tax Schedules**	Est. Revenue FY21-22	5-Year State Report Business Tax Revenue
Morro Bay	5.33	10,779	$80,808	2,680	Base + Employee	$487,955.00	
San Marino	3.77	13,352	$174,722	2,330	Employee	$406,759.00	
Ojai	4.36	7,590	$71,700	1,200	Base + Employee	$386,516.00	
Half Moon Bay	6.24	11,176	$148,702	1,100	Employee	$312,608.00	
Pismo Beach	3.6	8,036	$94,268	1,510	Gross Receipts	$241,062.00	
Solana Beach	3.41	13,933	$113,903	3,100	Flat Rate	$231,375.00	
Grass Valley	5.25	13,754	$44,906	2,400	Employee ($100.00 Min)	$200,044.00	
Grover Beach	2.31	13,533	$77,637	1,100	Base + SqFt	$156,970.00	
Arroyo Grande	5.94	18,456	$90,405	1,700	Base + Employee	$97,812.00	
Carpinteria	2.59	13,680	$78,349	1,431	Employee	$76,923.00	

As you can see from the above table, the City's FY19 business tax revenues place it at the bottom amongst this comparison group. One interesting comparison is between the City and Pismo Beach. Both are similar size and similar estimated businesses. Pismo, however, has a gross receipts structure which is leading to higher revenues as it is better capturing the economic activity in the city.

Chart 6: Est. Count of Businesses by Jurisdiction

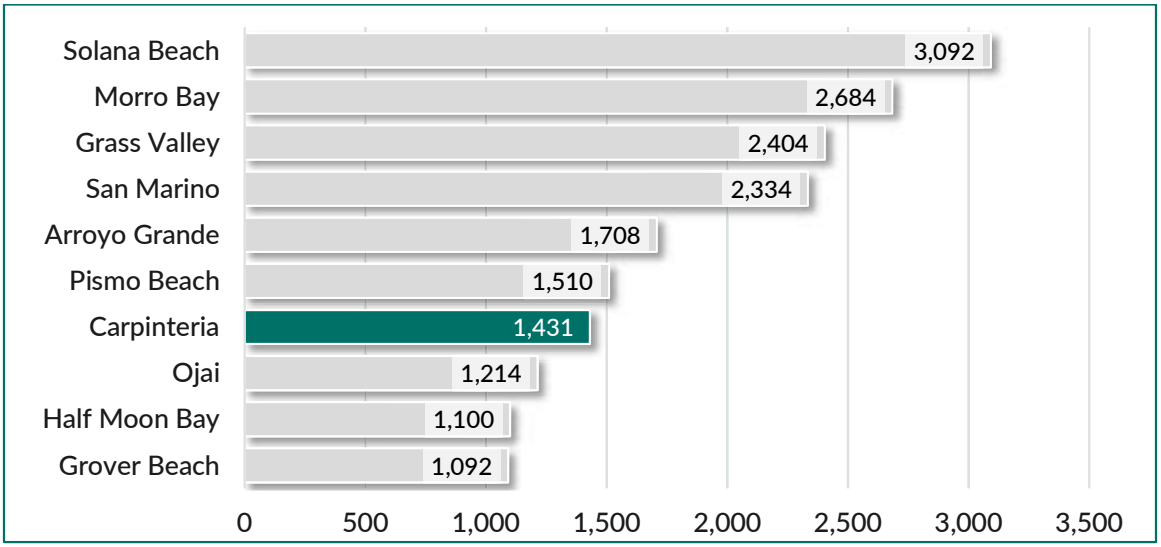


Chart 7: Business Tax Per Capita Comparison

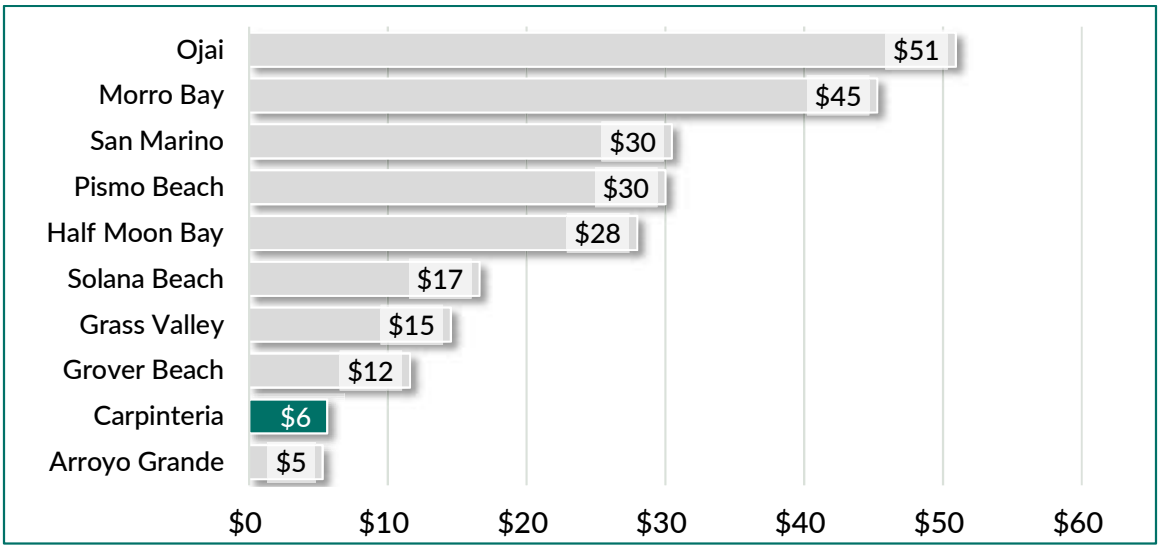
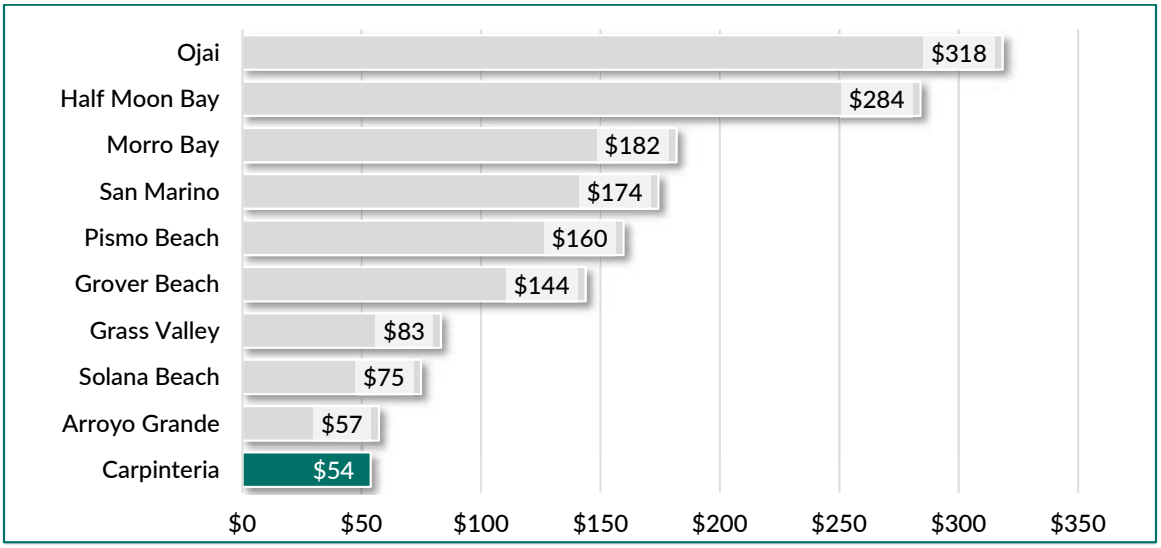


Chart 8: Business Tax per Business Comparison



Rate Comparison - City of Carpinteria vs. Neighbors

Current Rate Comparison (Table 4)

Sample Business	Carpinteria	Ojai	Half Moon Bay	San Marino	Grass Valley	Arroyo Grande
Small Craft Business: 1 employee / <$20,000	$25.00	$108.00	$135.00	$50.00	$22.50	$39.00
Restaurant: 3 Employees / $150,000	$25.00	$124.00	$135.00	$50.00	$57.00	$49.00
Big Retailer: 275 Employees / $19,000,000	$100.00	$2,300.00	$2,485.00	$200.00	$803.00	$1,409.00
Hotel / Rental Property: 50 Employees / $1,500,000	$100.00	$600.00	$1,755.00	$200.00	$353.00	$84.00
Doctors Office: 20 Employees / $2,000,000	$75.00	$280.00	$890.00	$100.00	$288.00	$109.00
Professional Firm: 15 Employees / $1,100,000	$75.00	$280.00	$890.00	$100.00	$288.00	$109.00
Small Contractor: 1 Employee / $75,000 (outside)	$25.00	$100.00	$180.00	$100.00	$22.50	$65.00
Contracting Firm: 3 Employees / $225,000 (outside)	$25.00	$100.00	$180.00	$100.00	$57.00	$65.00

Sample Business	Carpinteria	Grover Beach	Solana Beach	Pismo Beach	Morro Bay
Small Craft Business: 1 employee / <$20,000	$25.00	$60.00	$50.00	$26.00	$168.12
Restaurant: 3 Employees / $150,000	$25.00	$125.00	$50.00	$71.00	$168.12
Big Retailer: 275 Employees / $19,000,000	$100.00	$950.00	$50.00	$3,886.00	$168.12
Hotel / Rental Property: 50 Employees / $1,500,000	$100.00	$650.00	$50.00	$536.00	$481.49
Doctors Office: 20 Employees / $2,000,000	$75.00	$350.00	$50.00	$636.00	$168.12
Professional Firm: 15 Employees / $1,100,000	$75.00	$500.00	$50.00	$456.00	$168.12
Small Contractor: 1 Employee / $75,000 (outside)	$25.00	$125.00	$50.00	$46.00	$335.15
Contracting Firm: 3 Employees / $225,000 (outside)	$25.00	$125.00	$50.00	$80.00	$335.15

SECTION 2 – Category & Tax Analysis

The City requested that HdL conduct an analysis of the current license structures and explore options for modifying the rates and categories. In Section 1, we summarized the current structure of the City's business tax and compared the City to neighboring jurisdictions to give an idea of how the various tax structures and markets in nearby municipalities are creating different revenue outcomes.

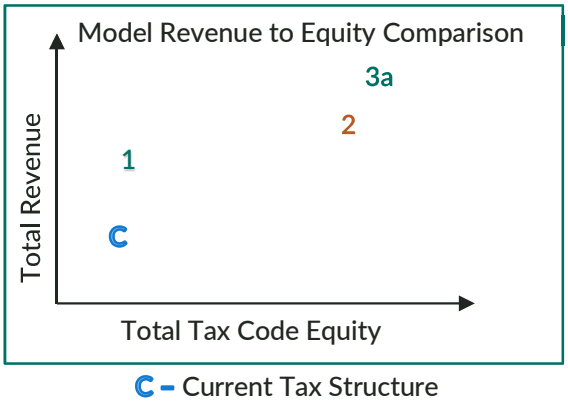
In this section, we provide options for modifying the City's business tax rates and classifications. Using the data compiled in section 1 of this report on current license revenues, we developed models to estimate potential fiscal impacts to the City from the different models. You can find summary charts on pages 17-19 that provide a quick look at each proposed model's impact on the City revenues and the business community.

Tax Model Revenue and Equity Comparison

The three models below illustrate different frameworks the City can adopt to better meet the needs of the city and possibly achieve greater equity in the taxation of the business community. Model one is a straight increase in the current rates and structure of the tax code. It adds substantial additional revenue but does nothing to address any inequities inherent in the current structure of taxation. Model two provides advantages in three areas, it provides equality in the taxation of the whole business community, increases revenue, and simplifies the tax structure making it the easiest to administer and calculate. Model 3's focus is on maximizing equity by structuring the rates for business industries or categories in a way that considers other revenue contributions to the city like sales tax and property tax. Model 3 allows businesses who contribute in other ways a tax break in the Business License portion of their total city taxation.

Below is an illustration comparing each model's effect on revenue and equity. Total equity as represented below is a heuristic estimate of the potential additional equity to be expected with the proposed models. Equity is a complex and difficult concept to quantify, so we use an effective tax rate as a proxy for equitability. Th effective tax rate is the ratio or percentage of the total business license tax burden to the total gross receipts. The goal of an equitable tax code is to create a fair and reasonable tax load for all businesses. Equality would be defined as everyone pays exactly the same effective tax rate. However, because certain industries contribute to local revenues in other areas such as sales tax and property tax, allowing them to have a lower tax rate may be fairer (or more equitable) even if it is not "equal". While a perfectly equitable tax code is in practice an impossibility, modern tax codes try to maximize the total equity in taxation.

Chart 9: Model Revenue to Equity Comparison



Model 1: Existing Categories with Simple Increases

The City may elect to retain the existing structure while modifying the tax amounts for each category. Keeping the current structure in place would eliminate the need to create different categories and allow for a much simpler implementation for the City and the business community.

Table 5: Estimated revenue from a simple percentage increase

Number of Businesses	Current Revenue	Model 1A: 20% Increase	Model 1A: 40% Increase
1,431	$59,258.81	$69,910.57	$81,562.33

**Business count is lower here and in models 2 and 3, than in the comparisons above since we used only the businesses who paid and are active in the City to get the best representation of historical revenues and potential changes in revenue.*

Model 1 – Highlights and Impact Review

As indicated in the model above, a simple increase could keep the existing structures in place while yielding higher revenues to the City. A 20%-40% increase across all sectors of industry is easy to implement but it does nothing to address equity. The drawback of model 1 is that the tax remains regressive.

Composite Businesses Table4 – Model 1

Hypothetical Business	Current	Model 1A	Model 1B
Large Contractor (GR: $667,000 - Employees: 100)	$100.00	$120.00	$140.00
Large General/Retail (GR: $8,622,000 - Employees: 100)	$100.00	$120.00	$140.00
Large Service (GR: $3,052,000 - Employees: 100)	$100.00	$120.00	$140.00
Large Professional (GR: $5,779,000 - Employees: 100)	$100.00	$120.00	$140.00
Medium Contractor (GR: $100,000 - Employees: 15)	$75.00	$90.00	$105.00
Medium General/Retail (GR: $1,293,000 - Employees: 15)	$75.00	$90.00	$105.00
Medium Service (GR: $458,000 - Employees: 15)	$75.00	$90.00	$105.00
Medium Professional (GR: $867,000 - Employees: 15)	$75.00	$90.00	$105.00
Small Contractor (GR: $13,000 - Employees: 2)	$25.00	$30.00	$35.00
Small General/Retail (GR: $172,000 - Employees: 2)	$25.00	$30.00	$35.00
Small Service (GR: $61,000 - Employees: 2)	$25.00	$30.00	$35.00
Small Professional (GR: $116,000 - Employees: 2)	$25.00	$30.00	$35.00
Totals	$800.00	$960.00	$1,120.00

4 Please note that the size of the hypothetical business ("small", "medium", "large") is based on employee count and not estimated gross receipts.

Models 2 and 3: Gross Receipts Tax

We now turn to consider two models that are additional variations on the theme of a gross-receipts-based tax.

Many California cities use some form of gross receipts tax structure. Many of those cities use a standard rate multiplier to determine the tax amount owed, or by setting the rate for each business category. For example, a city may choose to charge $1 per thousand dollars of gross receipts (0.001 x Gross) for a retail business while charging a rate of $3.00 per thousand dollars of gross receipts (0.003 x Gross) for service or professional businesses.

The benefits of gross receipts-based taxes are the potential equity of their effective tax rate, ease of calculation, and potential for capturing revenue from growth in the economy. The drawback is that it exposes City revenues to the fluctuations of gross receipts in the economy.

Gross Receipts Tax – Estimates

Since we do not have complete information on gross receipts for the City's current businesses, we used multiple assumptions in the options below, which are meant to provide an estimate of the possible impact and should not be relied upon for precise budgeting. We have used NAICS industry averages to estimate the gross receipts of the city. These averages are nationwide averages for businesses in that industry. While they may not perfectly reflect the business activity in Carpinteria specifically, they do give us a reasonable gross receipts estimate of what a typical business with that NAICS code assigned would have. The following information was used as a basis for the tax tables and models in the options below.

Table 6: Key Estimates Used In The Gross Receipts Models

Number of Businesses	Total Business Taxable Gross Receipts (Est.)
1,431	$657 Million

Model 2: Gross Receipts Tax – Single Gross Receipts Rate

Model 2 reflects the potential revenues for converting the City tax to a single-rate, gross-receipts model. This model is simple to administer—everyone is charged the same rate—but it allows the City to increase revenue. Model 2 also creates an annual minimum rate to a uniform $25, to provide some tax relief for very small businesses from the current structure.

Table 7: Model 2—Potential Tax Structure

Tax Basis	Tax Rate
Minimum Tax	$25 Minimum (up to $25,000 Gross Receipts)
Gross Receipts Tax	$1.25 per thousand dollars of Gross Receipts (0.00125 x Gross Receipts)

Model 2 Estimates Table

The table below indicates the potential revenues from implementing a gross receipts tax with two options, $1.25 per thousand and $0.50 per thousand. Information for the estimates comes from the data in the section above. Please note that this model and model three do not include the actual gross receipts, since this data is not currently collected. These models use estimated gross receipts based on the business classification which may overestimate or underestimate the actual gross receipts in the city. We believe however, it gives a useful representation of the potential impact of the proposed tax structures. While these numbers should not be used for precise budgeting, useful insights are contained in the industry averages for the business classifications.

Table 8: Model 2 – Rough Estimates from a simple gross receipts structure

Number of Accts	Taxable Gross Receipts	Tax Amount $1.25/ thousand	Tax Amount $0.50/ thousand
1,431	$657 Million	$813,000*	$347,000*

**These estimates are heavily dependent on the estimated taxable gross receipts being close to the actual gross receipts in the city.*

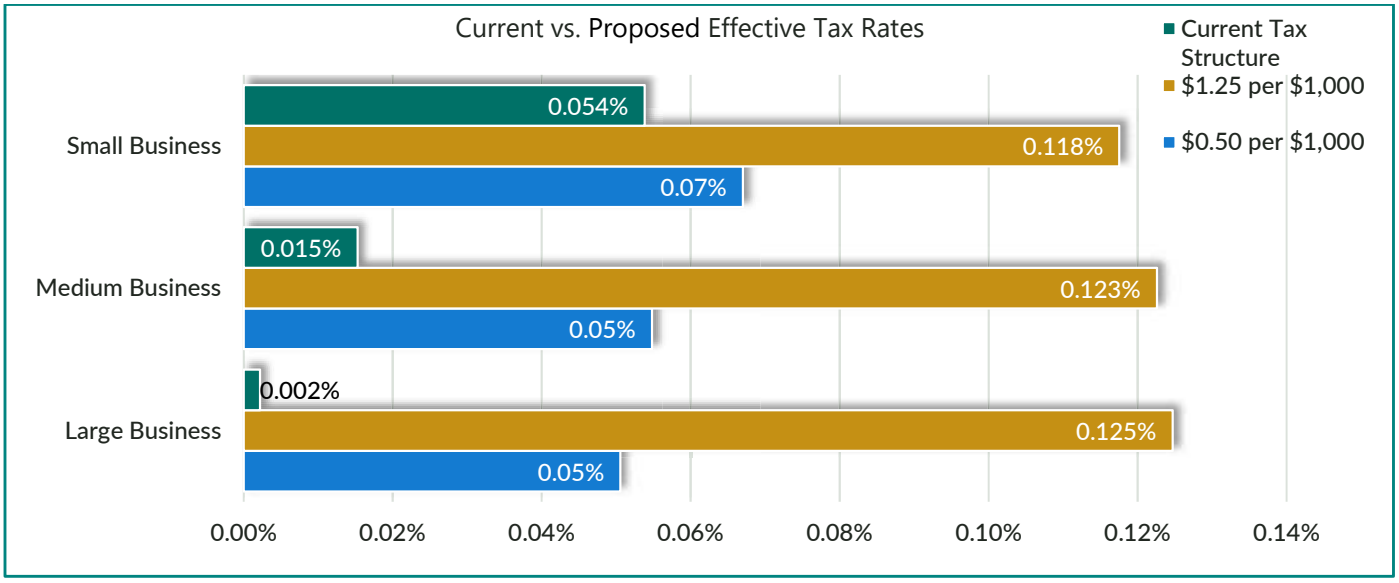
Model 2 – Highlights and Impact Review

The "single rate" method of taxing on gross receipts provides an even distribution of the effective tax rate because all businesses subject to the tax will pay the same rate. Under this method, no cap is put in place, and therefore most of the revenues are received from the highest-grossing businesses. In the case of $1.25 per thousand gross receipts approximately 80% of total revenue is generated by businesses in the large category. Model 2 expands revenue while keeping the tax structure simple and easy to understand for businesses, while asking larger businesses to pay a proportionally equivalent share. It does, however, more than quadruple the tax rate for some businesses and would likely face significant opposition from the business community. In the case of the smallest businesses the base minimum of $25 up to $25,000 in gross receipts places the effective tax rate slightly above equal. This is, however, a small sum of money, and the economic impact of lowering the base rate from the current structure would be most noticeable to the smallest businesses.

Composite Businesses Table – Model 2

Hypothetical Business	Current Revenue	Model 2a	Model 2b
Large Contractor (GR: $667,000 - Employees: 100)	$100.00	$827.50	$346.00
Large General/Retail (GR: $8,622,000 - Employees: 100)	$100.00	$10,771.25	$4,323.50
Large Service (GR: $3,052,000 - Employees: 100)	$100.00	$3,808.75	$1,538.50
Large Professional (GR: $5,779,000 - Employees: 100)	$100.00	$7,217.50	$2,902.00
Medium Contractor (GR: $100,000 - Employees: 15)	$75.00	$118.75	$62.50
Medium General/Retail (GR: $1,293,000 - Employees: 15)	$75.00	$1,610.00	$659.00
Medium Service (GR: $458,000 - Employees: 15)	$75.00	$566.25	$241.50
Medium Professional (GR: $867,000 - Employees: 15)	$75.00	$1,077.50	$446.00
Small Contractor (GR: $13,000 - Employees: 2)	$25.00	$25.00	$25.00
Small General/Retail (GR: $172,000 - Employees: 2)	$25.00	$208.75	$98.50
Small Service (GR: $61,000 - Employees: 2)	$25.00	$70.00	$43.00
Small Professional (GR: $116,000 - Employees: 2)	$25.00	$138.75	$70.50
Totals	$800.00	$26,440.00	$10,756.00

Chart 10: Estimated Effective Tax Rates Under A Simple Gross Receipt Model



Model 3: Gross Receipts Tax – Classification-Based Rates

Model 3, as indicated below, would create different rates for different business classifications. For example, the City might choose to implement a rate for the retail/wholesale/miscellaneous business activities at a base rate of 0.001, recognizing the higher costs of goods sold and lower profit margins for these types of business as well as their contribution to other City revenues such as sales tax. At the same time, the City could consider implementing a higher rate for professionals due to the nature of their business model. This model offers the most flexibility for increasing revenues while accommodating certain business categories.

We have tailored Model 3 to provide a revenue increase and to focus on shifting more of the tax to property rentals and professional services.

License Classification and Rate Types

In Model 3, we use five basic categories of businesses. These are five basic structures that are common across municipalities. The definitions below are general and not meant to be the complete definitions that would appear in a municipal code.

Contractors: These are persons or firms that are carrying on the business of a contractor, subcontractor, or builder particularly the construction or repair of any buildings. Examples include but are not limited to construction, plumbing, HVAC, etc.

General Commerce/Retail: These are retailers, wholesalers, hoteliers, restaurateurs, and manufacturers. All these businesses are likely to contribute to your tax base in other ways (i.e., property tax and sales tax) and often have lower profit margins.

Rental (Commercial & Residential): This category includes any business that leases, rents, or provides use of real property to another individual or entity for compensation. Examples include but are not limited to commercial leasing, residential rental, parcel leasing, etc. This would also be a category where the City could include language and rates for taxing short-term rentals.

Service: This is the offering of services that require minimal to no higher education training. This is also the default category for any business that is not specifically defined in one of the other five categories. Examples include but are not limited to hair stylists, gardeners, nail salons, etc.

Professional: These businesses offer services that require a rigorous amount of training through any type of higher education, or vocational institutions that exclusively certifies, complete obtainment of skills and the ability to offer such professional services. Examples include but are not limited to a doctors' office, a law office, a consulting firm, etc.

Please note that in the table below we have excluded the non-profit businesses along with the "revenue" attributable to their fees to give a clearer picture of the tax revenue producing businesses in the City.

Approximate grouping of City's Businesses by the proposed categories

Business Category Type	Total Count	Total Current Taxes
Contractor	454	$17,416.12
General Commerce/Retail	369	$17,076.50
Rental (Commercial & Residential)	18	$864.64
Service	274	$12,408.05
Professional	316	$10,493.50
TOTALS	1,431	$58,258.81

Tax Structure and Estimated Revenue

The structure provided in the table below is just one example of how the City might utilize a gross receipt model to improve the equity of rates and increase revenue. Should the City decide to use a gross receipts model like model 3, HdL will work with City staff to finalize a structure that best serves the City's goals. Categories are defined and summary statistics are available in Appendix B below. It is important to remember that like model 2 these models use estimated gross receipts based on the business classification which may overestimate or underestimate the actual gross receipts in the city. We believe however, it gives a useful representation of the potential impact of the proposed tax structure. While these numbers should not be used for precise budgeting there are useful insights contained in the industry averages for the business classifications.

Table 9: Basic tax structure for classification-based gross receipts

Categories	Minimum Rate	Tax Rate 3A	Tax Rate 3B
Contractor	$25 (GR less than $25,000)	0.002 X Gross	0.001 X Gross
General Commerce/Retail		0.001 X Gross	0.0005 X Gross
Rental (Commercial & Residential)		0.003 X Gross	0.0015 X Gross
Service		0.002 X Gross	0.001 X Gross
Professional		0.003 X Gross	0.0015 X Gross

Table 10: Estimated revenue from classification-based gross receipts

Business Type	Number of Accts	Est. Taxable Gross Receipts	Current Taxes	Model 3A	Model 3B
Contractor	454	$113,501,000.00	$17,416.12	$215,651.88	$113,500.94
General Commerce/Retail*	369	$323,657,000.00	$17,076.50	$323,764.36	$166,494.68
Rental (Commercial & Residential)	18	$6,859,000.00	$864.64	$19,677.79	$10,063.89
Service	274	$87,652,000.00	$12,408.05	$168,454.87	$87,652.44
Professional	316	$125,751,000.00	$10,493.50	$361,452.22	$184,676.11
	1,431	$657,421,000.00	$58,258.81	$1,089,001.12	$562,388.06

*These estimates are heavily dependent on the estimated taxable gross receipts being close to the actual gross receipts in the city.

Model 3 – Highlights and Impact Review

This option has the benefit of spreading the burden of an increase across multiple business types. This model retains some administrative efficiency by having a simple structure of 5 categories and would increase revenue and, as the City will see in the charts that follow, there would be greater equity in the effective tax rates compared to the current model.

Composite Businesses Table – Model 3

Hypothetical Business	Current Revenue	Model 3a	Model 3b
Large Contractor (GR: $667,000 - Employees: 100)	$100.00	$1,309.00	$667.00
Large General/Retail (GR: $8,622,000 - Employees: 100)	$100.00	$8,622.00	$4,323.50
Large Service (GR: $3,052,000 - Employees: 100)	$100.00	$6,079.00	$3,052.00
Large Professional (GR: $5,779,000 - Employees: 100)	$100.00	$17,287.00	$8,656.00
Medium Contractor (GR: $100,000 - Employees: 15)	$75.00	$175.00	$100.00
Medium General/Retail (GR: $1,293,000 - Employees: 15)	$75.00	$1,293.00	$659.00
Medium Service (GR: $458,000 - Employees: 15)	$75.00	$891.00	$458.00
Medium Professional (GR: $867,000 - Employees: 15)	$75.00	$2,551.00	$1,288.00
Small Contractor (GR: $13,000 - Employees: 2)	$25.00	$25.00	$25.00
Small General/Retail (GR: $172,000 - Employees: 2)	$25.00	$172.00	$98.50
Small Service (GR: $61,000 - Employees: 2)	$25.00	$97.00	$61.00
Small Professional (GR: $116,000 - Employees: 2)	$25.00	$298.00	$161.50
Totals	$800.00	$38,799.00	$19,549.50

Model 4: Registration Tax Model

Model 4 as shown below explores the possibility of changing the structure of business license tax to a registration tax. This would require every business to register with the city and pay a small fee to cover the administration costs and potentially provide a small amount of revenue for the city. In table 11 we explore two options for the registration tax rate, $25 per year and $50 per year. A consumer price index (CPI) clause in the tax code would allow this registration tax the ability to increase with inflation to continue to cover the cost of administration in subsequent years.

Table 11: Estimated Revenue from a Registration Tax

Number of Accts	Registration Tax $25	Registration Tax $50
1,431	**$35,775**	**$71,550**

Model 4 – Highlights and Impact Review

Model 4 has the potential to simplify the tax structure greatly. It is easy for the businesses to know how much they will pay each year because it is not dependent on any business inputs. It also has the advantage that it is more resilient to downturns in the economy. A drawback of model 4 is that it is regressive, where the smaller businesses are proportionally more. However, since the tax is small there is little chance of resistance from the business community.

Composite Businesses – Model 4

Hypothetical Business	Current Revenue	Model 4
Large Contractor (GR: $667,000 - Employees: 100)	$100.00	$50.00
Large General/Retail (GR: $8,622,000 - Employees: 100)	$100.00	$50.00
Large Service (GR: $3,052,000 - Employees: 100)	$100.00	$50.00
Large Professional (GR: $5,779,000 - Employees: 100)	$100.00	$50.00
Medium Contractor (GR: $100,000 - Employees: 15)	$75.00	$50.00
Medium General/Retail (GR: $1,293,000 - Employees: 15)	$75.00	$50.00
Medium Service (GR: $458,000 - Employees: 15)	$75.00	$50.00
Medium Professional (GR: $867,000 - Employees: 15)	$75.00	$50.00
Small Contractor (GR: $13,000 - Employees: 2)	$25.00	$50.00
Small General/Retail (GR: $172,000 - Employees: 2)	$25.00	$50.00
Small Service (GR: $61,000 - Employees: 2)	$25.00	$50.00
Small Professional (GR: $116,000 - Employees: 2)	$25.00	$50.00
Totals	$800.00	$600.00

Proposed Rates Comparisons

Table 12: Comparing Gross-Receipt Models By Hypothetical Business Type

Sample Business	Current Rates	Model 1a	Model 1b	Model 2A $1.25/1000	Model 2B $0.50/1000	Model 3A	Model 3B	Model 4
Large Contractor (GR: $667,000 - Employees: 100)	$100.00	$120.00	$140.00	$827.50	$346.00	$1,309.00	$667.00	$50.00
Large General/Retail (GR: $8,622,000 - Employees: 100)	$100.00	$120.00	$140.00	$10,771.25	$4,323.50	$8,622.00	$4,323.50	$50.00
Large Service (GR: $3,052,000 - Employees: 100)	$100.00	$120.00	$140.00	$3,808.75	$1,538.50	$6,079.00	$3,052.00	$50.00
Large Professional (GR: $5,779,000 - Employees: 100)	$100.00	$120.00	$140.00	$7,217.50	$2,902.00	$17,287.00	$8,656.00	$50.00
Medium Contractor (GR: $100,000 - Employees: 15)	$75.00	$90.00	$105.00	$118.75	$62.50	$175.00	$100.00	$50.00
Medium General/Retail (GR: $1,293,000 - Employees: 15)	$75.00	$90.00	$105.00	$1,610.00	$659.00	$1,293.00	$659.00	$50.00
Medium Service (GR: $458,000 - Employees: 15)	$75.00	$90.00	$105.00	$566.25	$241.50	$891.00	$458.00	$50.00
Medium Professional (GR: $867,000 - Employees: 15)	$75.00	$90.00	$105.00	$1,077.50	$446.00	$2,551.00	$1,288.00	$50.00
Small Contractor (GR: $13,000 - Employees: 2)	$25.00	$30.00	$35.00	$25.00	$25.00	$25.00	$25.00	$50.00
Small General/Retail (GR: $172,000 - Employees: 2)	$25.00	$30.00	$35.00	$208.75	$98.50	$172.00	$98.50	$50.00
Small Service (GR: $61,000 - Employees: 2)	$25.00	$30.00	$35.00	$70.00	$43.00	$97.00	$61.00	$50.00
Small Professional (GR: $116,000 - Employees: 2)	$25.00	$30.00	$35.00	$138.75	$70.50	$298.00	$161.50	$50.00
Estimated Totals	$800.00	$960.00	$1,120.00	$26,440.00	$10,756.00	$38,799.00	$19,549.50	$600.00

Chart 11: Average Revenue Yield Per Model by Business Category

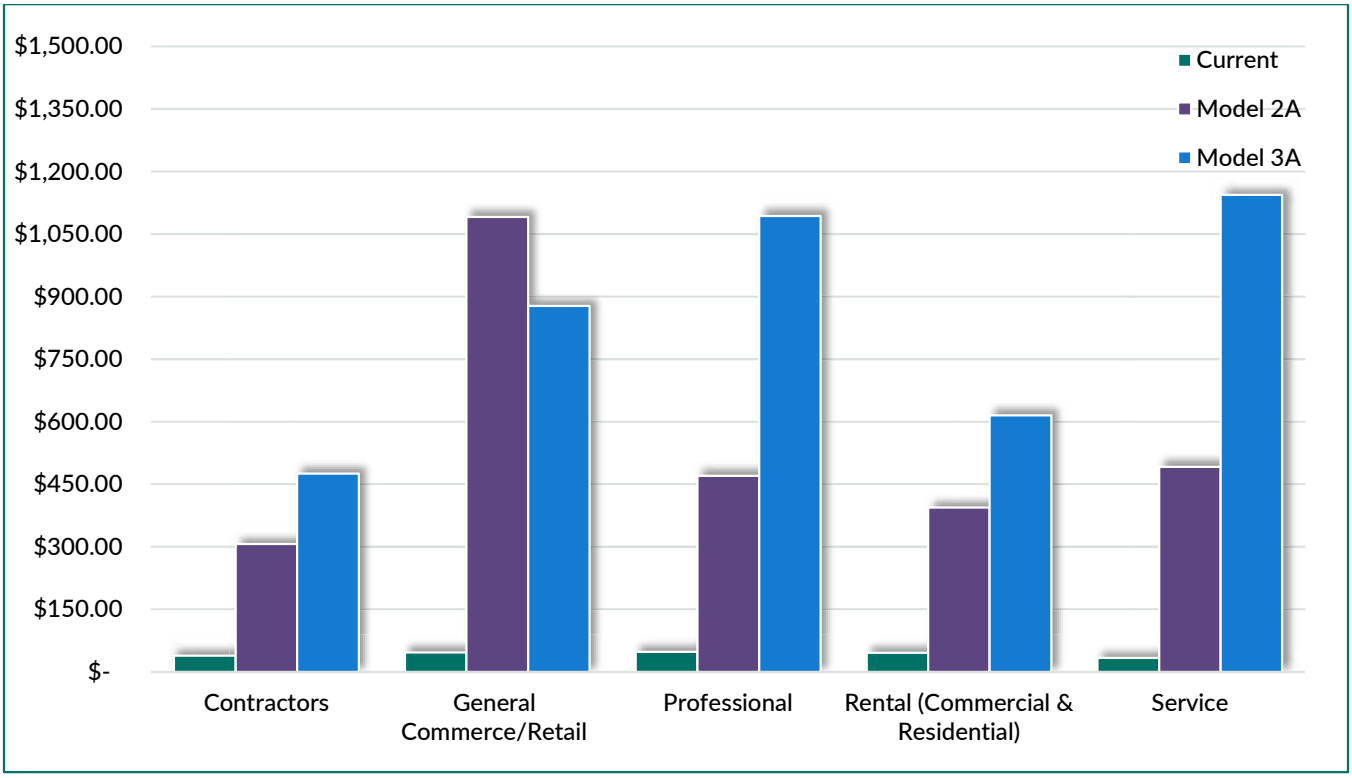
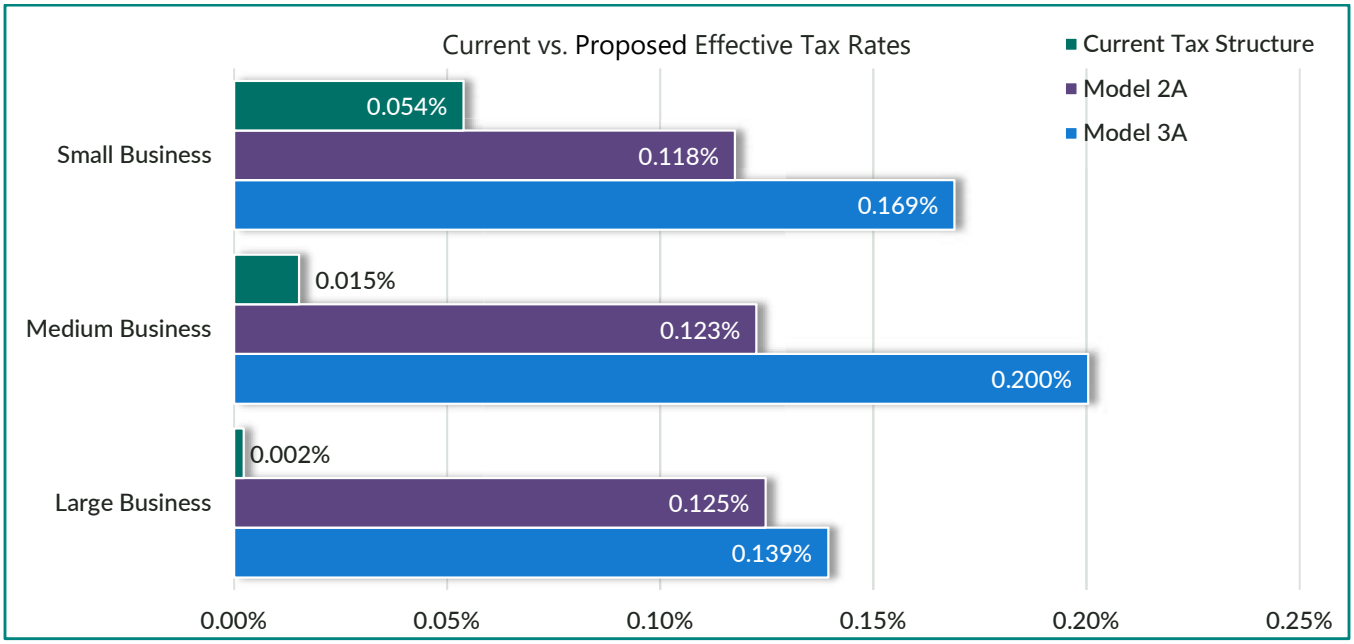
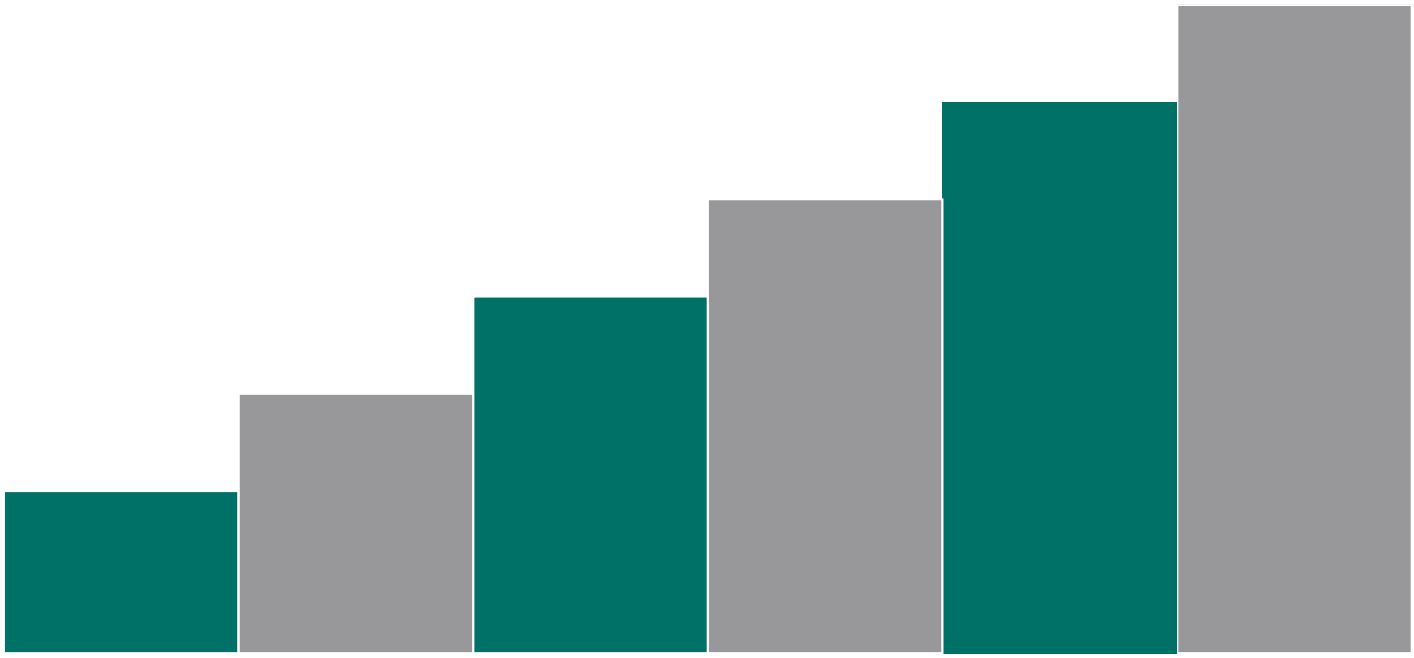


Chart 12: Equity of Models



Attachment 3- City of Carpinteria Resident vs Non-Resident Analysis



Development Driven by Data

City of Carpinteria Resident/Non-Resident Analysis

HdL ECONSolutions
120 S. State College Blvd., Ste 200
Brea, CA 92821
www.hdlcompanies.com

HdL ECONSolutions

Overview

Incorporated in 1965, the City of Carpinteria is a picturesque seaside town located along the Pacific Coast in Santa Barbara County. Nestled between the Santa Ynez Mountains and the Pacific Ocean, Carpinteria boasts stunning natural beauty. The city is bordered by Santa Barbara to the west and the unincorporated community of La Conchita and the City of Ventura to the east. It is easily accessible via U.S. Route 101 or the Pacific Coast Highway (PCH).

Carpinteria is a popular destination known for its relaxed atmosphere and beautiful beaches. The city hosts several popular events, including the Surf 'n' Suds Beer Fest, the California Avocado Festival, the Rods & Roses Classic Car Show, and the 4th of July Parade, attracting not only residents but regional visitors.

The Restaurants & Hotels sector generates the highest amount of sales tax revenue for the City of Carpinteria. Visitors can find accommodations at establishments like Western Plus and Holiday Inn Express & Suites. Dining options range from casual, family-owned restaurants such as Teddy's by the Sea, Little Dom's Seafood, and Rusty's Pizza Parlor, to quick-service options like McDonald's, Carl's Jr, Taco Bell, Starbucks, Subway, and Jersey Mike's. These restaurants and hotels provide comfortable lodging and a variety of dining choices, enhancing the overall experience for tourists and visitors to Carpinteria.

Below is a summary of the market analytics, for the City of Carpinteria and trade area within a 15-minute drive.

	City of Carpinteria	15-Minute Drive Time
Population	12,771	22,893
Households	4,784	9,074
Average HH Income	$154,320	$205,151
Daytime Population	11,698	24,365

There are 590 established businesses in the City of Carpinteria that employ approximately 4,989 employees in specialized industries such as Retail Trade, Arts Entertainment, & Recreation and Accommodation *(Source: SiteSeer Demographics)*. The largest industry category in the City of Carpinteria is Retail Trade providing employment to approximately 20.1% of the total workforce within the city.

Non-Resident Spending Summary

The city has requested an estimate of the approximate amount of sales and use tax revenue generated by residents versus non-residents. Hereafter, individuals and businesses residing and located within the city will collectively be referred to as residents. While individuals and businesses residing and located outside of the city will collectively be referred to as non-residents.

The table below summarizes the results of the analysis based on actual Bradley Bruns 1% Sales Tax revenue and Transactions & Use Tax at 1.25% in 2024 (Calendar Year), it also reflects the percentages of sales tax estimated from non-residents for the seven major industry groups. The 1% Bradley Burns tax is based on where the sale is negotiated or the place where the order is taken, while Transactions and Use Taxes (TUT) are applied in accordance with where purchased goods are delivered or placed into use.

In summary, HdL companies estimates that 39.3 % of the 1% Bradley Burns Sales Tax in 2024 is generated from non-residents, while the percentage of a 1.25% TUT paid by non-residents is estimated at 18.1%.

Economic Segment	Bradley Burns 1% Sales & Use Tax	Transactions & Use Tax (TUT)
Autos & Transportation	44.0%	1.3%
Building & Construction	26.3%	5.0%
Business & Industry	57.6%	13.7%
Food & Drugs	34.6%	36.7%
Fuel & Service Stations	35.9%	35.0%
General Consumer Goods	30.5%	8.1%
Restaurants & Hotels	35.4%	34.4%
Estimated Average Non-Resident Generated Revenue	**39.3%**	**18.1%**

Estimated % of Sales Tax Revenue Generated from Non-Residents

The figures shown above were obtained utilizing a variety of methodologies customized to each economic segment. These methodologies consider the mix of businesses located in the City, per capita sales within the City of Carpinteria versus the per capita sales across Santa Barbara County, as well as factoring average income population and daytime – population from the designated trade areas previously described as a percentage of those categories within the City. The findings for each economic segment that led to the conclusions are listed below.

Autos & Transportation

The Autos & Transportation sector accounted for 1.4% of the Bradley Burns Sales Tax revenue for the City of Carpinteria. When comparing per capita sales in 2024, the City of Carpinteria produced significantly lower level than Santa Barbara County per capita sales level, this is primarily due to the fact the city has few businesses in this segment. This suggests that non-residents are not purchasing vehicles as well as auto-related items in large quantities within the city. This is also supported by a review of the Consumer Demand & Market Supply Assessment as the Autos & Transportation segment reflects that the businesses located within the City of Carpinteria supplied less than consumer demand. The combined information further suggests that car dealerships, automotive services, and automotive retailers located within the city's limits are not providing for non-residents and are not meeting the consumer demand entirely. An estimated 44% of the sector's 1% Bradley Bruns Sales Tax revenue is generated from non-residents.

It should be noted that a majority of TUT revenue is generated by residents and local businesses when they purchase and register a vehicle at an address within the City of Carpinteria. In addition, TUT would also be generated from sales of auto supplies, repairs, tires, and auto related items which would include transactions to non-residents. Therefore, the estimated percentage of a TUT revenue in this sector generated by non-residents is estimated much lower at 1.3%.

Building & Construction (B&C)/ Business& Industry (B&I)

The Building & Construction and Business & Industry sectors together generated 23.8% of city's total 1% Bradley Burns Sales Tax in 2024. Most sales within these sectors rely on Business-to-Business transactions. The methodology used to estimate revenue from non-residents relies on adjustments to both segments' top sales tax producers, which were used as a relative sampling of sales tax generation within these industry groups. The top 5 businesses in the Building & Construction(B&C) group accounted for 93% of the revenue generated the B&C sector in 2024, while 83% of the revenue generated in the Business & Industry (B&I) group was attributed to its top 10 sales tax producers.

The City of Carpinteria had lower per capita sales in the Building & Construction (B&C) sector compared to Santa Barbara County. However, in the Business & Industry sector, the city produced higher per capita sales than the county. This conclusion is supported by a review of the Consumer Demand & Market Supply Assessment as the Building & Construction segment indicates that establishments within this business group supplied less than the consumer demand, whereas the Business & Industry segment supplied more than the consumer demand. This combined information further suggests that businesses in the Building &Construction sector located within the city limits are not primarily focused on serving non-residents, while businesses in the Business & Industry sector located within the city limits are effectively meeting the demand from non-residents.

The estimated 1% Bradley Burns Tax for the Building & Construction and Business & Industry sectors generated from non-residents is 26.3% and 57.6% respectively. Applying the same methodology used for the 1% Bradley Burns Sales Tax estimate to Transactions & Use Tax for B&C & B&I sectors, it is estimated that 5% & 13.7% of the revenue would be generated from non-residents, respectively.

Food & Drugs

The Food & Drugs sectors accounted for 15.5% of the Bradley Burns Sales Tax revenue for the City of Carpinteria. Analysis of the Food & Drugs segment indicates that the City of Carpinteria produced remarkably higher per capita sales than Santa Barbara County's per capita sales level at grocery and drug stores. This suggests that non-residents are purchasing grocery related items in Carpinteria to fullfil their needs in Food & Drugs sector in large quantities. This is supported by a review of the Consumer Demand & Market Supply Assessment as the Grocery & Drugs segment reflects that the establishments in this business group within the City of Carpinteria supplied more than consumer demand. The combined information suggests that businesses located within the city limits of Carpinteria are providing for non-residents and are meeting the consumer demand.

It should be noted that generally only about 20% to 30% of grocery store sales are taxable and the receipts in this group are generally very close to 1:1 ratio between the Bradley Burns and Transaction & Use tax. Therefore, an estimated 34.6% of the sector's revenue is generated from non-residents for the Bradley Burns Sales Tax and the estimated percentage for the Transaction & Use Tax generated from non-residents is 33.7%.

Fuel & Service Stations

The Fuel & Service Station(F&SS) sector generated 23.0% of the Bradley Burns Sales Tax revenue for the City of Carpinteria and the city produced significantly higher per capita sales than Santa Barbara County's per capita sales level. This suggests that non-residents are purchasing auto fuel in large quantities from the service stations located within the city's limits. This is supported by reviewing the Consumer Demand & Market Supply Assessment, the Fuel & Service Stations segment reflects that gasoline stations supplied more than 50% of the consumer demand for the city. The combined information suggests that the gas stations within the city's boundaries are focused on providing for non-residents. The estimated percentage of non-resident sales for the 1% Bradley Burns Sales Tax is 35.9% and the estimated percentage for Transaction & Use Tax from non-residents is 35%.

General Consumer Goods

The General Consumer Goods sector accounted for 8.7% of the Bradley Burns Sales Tax revenue for the City of Carpinteria and the city produced lower per capita sales than Santa Barbara County's per capita sales level. The Electronics/Appliance stores category accounted for 25% of the sector's revenue, while the Specialty Stores category contributed 17%. Sporting Goods/Bike Stores made up 12% of the revenue, and Family Apparel also contributed 12%.

A review from the General Consumer Goods segment of the Consumer Demand & Market Supply Assessment reflects that the businesses located within the city's boundaries supplied less than consumer demand. The combined information suggests that retailers located within the city limits of Carpinteria are not meeting the consumer demand for residents and non-residents. An estimated 30.5% of the sectors 1% Bradley Burns Sales Tax revenue is generated from non-residents. Applying the same methodology used for the 1% Bradley Burns Sales Tax estimate to Transactions & Use Tax, it is estimated that 8.1% of the revenue would be generated from non-residents from TUT.

Restaurants & Hotels

The Restaurants & Hotels sector accounted for 27.5% of the Bradley Burns Sales Tax revenue for the City of Carpinteria. Within this sector, Casual Dining generated a significant 67 of the Bradley Burns Sales Tax revenue for the City of Carpinteria while the Quick Services category contributed 29%.

Analysis of the Restaurants & Hotels sector shows that the city produced slighly higher per capita sales level than Santa Barbara County's per capita sales level, suggesting that non-residents are dining and staying in the City of Carpinteria. This is supported by a review of the Consumer Demand & Market Supply Assessment as the Restaurants & Hotels segment reflects that the businesses located within the city's limits supplied the same amount as the consumer demand. The combined information suggests that the restaurants and hotels located within the city's limits are providing for non-residents and are meeting the consumer demand.

An estimated 35.4% of the sectors 1% Bradley Burns Sales Tax revenue is generated from non-residents. Applying the same methodology used for the 1% Bradley Burns Sales Tax estimate to Transactions & Use Tax, it is estimated that 34.4% of the revenue would be generated from non-residents.

Conclusion

Local tax is the general term for sales and use taxes imposed under the Bradley Burns Uniform Sales and Use Tax Law. Please keep in mind that while per capita sales comparison is one of the methods that is being used to measure the 'the City vs County' trends, HdL also uses a methodology that is based on characteristics unique to each economic segment as well as examining the demographic data and the Consumer Demand and Market Supply Assessment for a drive-time trade area.

Non-residents living around the city, visiting, or commuting for work in Carpinteria are producing and generating sales tax revenue in all categories, particularly in Business & Industry, Food & Drugs, Fuel & Service Stations and Restaurants & Hotels where the city's per capita sales levels are higher than Santa Barbara County's per capita sales levels. In conclusion, the estimated percentage for sales tax revenue generated by non-residents in the City of Carpinteria is 39.3% for the 1% Bradley Burns that is based on actual sales tax revenue in 2024 and the Transactions & Use Tax generated by non-residents based on actual sales tax revenue in 2024 is estimated at 18.1%.

It is worth noting that several key factors contribute to the lower Transactions & Use tax (TUT) percentage. One of the factors is the structure of the Business & Industry (B&I) sector, which accounts for 20.3% of the city's total sales tax revenue. Because the Transactions and Use Tax (TUT) is destination-based, many of these transactions generate tax revenue for the cities where the goods are delivered—often outside the originating city. Combined with high levels of non-resident spending, reducing the local share of TUT revenue.

Other contributing factors are from economic sectors including General Consumer Goods and Autos & Transportation. While the General Consumer Goods sector contributes 8.7% of the city's total sales tax revenue and draws in non-resident shoppers, analysis suggests that the inflow of non-resident spending may not fully offset the outflow of resident spending at businesses outside the city. This imbalance further contributes to the reduced share of TUT revenue retained by the city. Additionally, the absence of auto dealerships within the city limits impacts the Autos & Transportation sector. Since vehicle purchases are one of the major sources of TUT for this economic sector and are taxed based on the buyer's residence, residents purchasing vehicles elsewhere contribute to the city's TUT. With that, making resident spending the primary source of TUT in this sector, lowering the percentages for TUT from non-residents.

ATTACHMENT B

Amendment No 1 to Agreement No. 2025-048 with CliffordMoss

FIRST AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES

This First Amendment to the Agreement for Consultant Services dated July 14, 2025 ("Original Agreement") is made and effective as of the 13th of April , 2026 by and between the City of Carpinteria, a municipal corporation ("City"), and CliffordMoss ("Consultant").

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 $30,000.00 as shown in Exhibit "A" for a total amended agreement of $130,000.00. The $30,000 in additional services includes an additional one month at $8,000/month for professional services, an additional $16,000 for direct mail/collateral, and an additional $6,000 for online paid PSA packages.

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.

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

"CONSULTANT"
CliffordMoss

By:_____
Amanda Clifford, Principal

ATTEST:
City of Carpinteria

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

25176991.2

EXHIBIT A

BASIC SERVICES TO BE PERFORMED

City of Carpinteria

Revenue Measure Project – Updated Informational Communications Budget

Our fee structure is **specifically designed** to bring the very best strategic guidance to you to achieve YOUR strategic and electoral objectives, while also meeting predictable and prudent cost control requirements. Our clients tell us the investment in CliffordMoss is well worth it, given our record of doing the job once, doing it right, and getting it done. Accordingly, here is our cost proposal to the City:

CliffordMoss Fee: **$8,000/month – Monthly Retainer** (plus approved business expenses).
Service Window: March - August 2026. *See Budget Sheet for further details.*

RE Program costs: It is too early to tell at this time what exactly additional **program costs** will be needed here, but direct mail, online design work, and video production for a robust information and engagement effort would be good examples of the kind of costs we expect. Our commitment is to collaborate with you to build a smart stakeholder and public engagement program budget if/when we get to that point. **With this reduced budget we will be relying heavily on inhouse City of Carpentaria communications that you already utilize.**

November Revenue Measure Recommended Project Budget (March-August 2026)		
Program Budget Item	**2026 Quoted Cost**	**DETAILS / NOTES**
CliffordMoss Professional Services	$48,000 ($8,000 per month for 6 months)	**Services may include:** • Political Analysis • Messaging Development • Research Support • Opinion Leader & Stakeholder Strategy/Guidance • City-Sponsored Advisory Group Strategy • Public Communications Strategy • Develop Info-ONLY communications material • Media/Messaging support across media platforms • Recommendations for a Nov 2026 local revenue measure, informed by research/community input • On-call strategic communications counsel as needed • Attendance at City meetings as needed (virtual /in-person)
Direct Mail/Collateral	$28,000	3 Direct Mailers (ALL voter households (HH) 8,370 Voters in 4,688 Houses/Mailboxes) 20% Commission
Online Paid PSA Packages	6,000	Digital Display Design Banners + Paid Reach to Voters on Social Media/Online (1 Round) 15% Commission
Data	$1,000	Voter file info & data merging
ORGANIC (unpaid) Social Media	City-Driven	To be executed in alignment with City/CliffordMoss plans.
Miscellaneous Expenses/Travel	$1,000	MISC Step 2 expenses, including consultant travel. These costs can be minimized if we meet via Zoom or other remote meeting platform.
TOTAL	**$84,000**	$30,000 budget increase for informational communication

EXHIBIT B

UPDATED CERTIFICATE OF INSURANCE

ATTACHMENT C

HdL Revenue Enhancement Report Presentation

City of Carpinteria

Revenue Enhancement Opportunities

April 13, 2026

HdL ECONSolutions

Executive Summary

City of Carpinteria

Revenue Enhancement Opportunities Report

About This Report

The City of Carpinteria retained HdL ECONSolutions to evaluate potential revenue enhancement opportunities to support the City's long-term fiscal health. This report examines four options, each assessed on its nature, implementation process, revenue potential, and equity considerations.

Four Options Reviewed

- Transactions and Use Tax (**TUT**)
- Utility Users Tax (**UUT**)
- Parcel Tax
- Business License Tax

HdL ECONSolutions

Evaluation of Revenue Enhancement Opportunities

HdL ECONSolutions

Voter Approval Requirements

City of Carpinteria

Each option requires voter approval. The path to the ballot differs depending on whether the tax is designated for general or specific use.

General Use of Funds

- Require 2/3 majority approval by City Council
- Require simple majority (50 + 1) for voter approval of measure

Special Use of Funds

- Require simple majority (50 + 1) approval by City Council
- Require 2/3 majority (66 + 1) for voter approval of measure

HdL ECONSolutions

Transactions and Use Tax (TUT)

Description

- A sales tax add-on applied where goods are delivered or used, collected alongside the state Bradley-Burns 1% rate
- Carpinteria voters approved a 1.25% TUT in 2018, bringing the City's **combined rate to 9.00%**
- The City has room to **increase** its TUT by **up to 0.25%** before reaching the state's 2% cap

Revenue Opportunity

- An additional **0.25% TUT increase** is estimated to **generate** approximately **$694,500** in new annual general fund revenue
- Approximately **18% of TUT** revenue is **paid by non-residents**
- All seven cities in Santa Barbara County with a TUT **range from 8.75% to 9.25%;** Carpinteria is already in line with regional peers
- Like all sales taxes, a TUT has a **regressive impact;** it represents a larger share of income for lower-income households
- Of the four options, TUT has the **strongest track record** of **voter approval** in comparable California cities

HdL ECONSolutions

Utility Users Tax (UUT)

Description

- A tax on electricity, gas, water, sewer, telecommunications, and cable television
- The city can determine which utilities are taxed, at what rates, and whether it applies to residential, commercial, or both
- Carpinteria **does not** currently **have** a UUT; **157** California cities do

Revenue Opportunity

- Based on per capita analysis of comparable regional cities, a UUT could generate between **$597,000 and $1,685,000** annually
- The range reflects significant variation in rate structures and utility scope across cities

Considerations

- UUT revenue is **generally stable** and **grows gradually** over time as utility rates increase
- The tax is paid by residents and/or businesses within the city: **non-residents do not contribute**
- Like other utility-based taxes, it is considered **regressive**, as lower-income households pay a higher proportion of their income on essential utilities

HdL ECONSolutions

Parcel Tax

Description

- A flat fee assessed on each parcel of property within the city, regardless of property value
- **Must be** levied for a **specific stated purpose:** revenue may only be used for that purpose (e.g., public safety, road maintenance, or library services)
- The City sets the rate and can differentiate by land use type, and may exempt certain property classes

Revenue Opportunity

- Carpinteria has 5,158 parcels: 86.7% residential, 3.8% commercial, 1.75% industrial
- At **$75 per parcel**: approximately **$354,000** annually
- At **$200 per parcel**: approximately **$945,000** annually
- The County of Santa Barbara administers collection, reducing the City's administrative burden

Considerations

- A **tax rate study** is **required** before a measure can be placed on the ballot
- The tax falls only on property owners within Carpinteria — **non-residents and visitors do not contribute**
- **Less regressive** than a sales tax, but still impacts lower- and fixed-income property owners disproportionately

HdL ECONSolutions

Business License Tax

Description

- A tax on businesses within city limits to fund services that support the business community
- Carpinteria **currently requires all businesses to obtain a license** and pay an employee-based tax
- **Annual revenue** has **averaged** approximately **$63,000**, with **1,910 businesses** licensed in 2024

Current Situation

- **Despite growth** in licensed businesses — from **1,431 in 2023 to 1,910 in 2024** — total **revenue declined**
- The **current** flat, employee-based **model does not scale** with business size or economic activity
- **HdL's 2024 Business License Tax Analysis found** Carpinteria's revenue per business to be **among the lowest of comparable peer cities**

Path Forward

- A gross receipts model would allow businesses to contribute proportional to their economic activity
- Actual gross receipts **data collection would be needed before placing** a measure on the ballot

Considerations

- Voter approval by residents, not business owners, is required; historically, **residents have been supportive** of business license tax measures
- **Some** of the tax **cost** may be **passed through to customers** in the form of higher prices

HdL ECONSolutions

Resident vs. Non-Resident Spending Analysis

City of Carpinteria

2024 Sales Tax Non-Resident Revenue Analysis

Non-residents represent 39.3% of Bradley-Burns and **18.1% of TUT revenue**. Breakdown by segment:

Economic Segment	Bradley-Burns 1% Sales Tax	TUT 1.25%
Autos & Transportation	44.0%	1.3%
Building & Construction	26.3%	5.0%
Business & Industry	57.6%	13.7%
Food & Drugs	34.6%	36.7%
Fuel & Service Stations	35.9%	35.0%
General Consumer Goods	30.5%	8.1%
Restaurants & Hotels	35.4%	34.4%
Estimated Average — Non-Resident Generated Revenue	**39.3%**	**18.1%**

HdL ECONSolutions

Conclusion

City of Carpinteria

Each of the four revenue options offers a viable path to strengthening Carpinteria's fiscal position. The right choice will depend on the City Council's priorities across four key dimensions

Administrative Ease:

- **TUT** carries **lowest setup burden**;
- **Parcel Tax** benefits from **County collection**.
- **UUT** and **Business License** Tax require **more coordination**.

Equity:

- **All** options **carry regressive** impact
- **TUT**: **only option** where non-residents **share the burden** (**~18%** of revenue).
- **Parcel Tax** is **the least regressive**.

Revenue Potential:

- TUT: **~$694,500**
- UUT: **$597K–$1.68M**
- Parcel Tax: **$354K–$945K**
- Business License: TBD

Estimated Admin Costs:

- TUT: **~$3,600/yr**
- UUT: **higher** (utility coordination + auditing)
- Parcel Tax: **moderate**
- Business License: **one-time** transition **investment**

HdL is available to support the City Council in evaluating next steps for any of these options.

HdL ECONSolutions

Questions?

HdL ECONSolutions

Agenda Section: Legislative Update

Agenda Item No.: 19

Council Meeting Date: April 13, 2026

Take Action

Home / Advocacy / Take Action

Cal Cities' advocacy efforts are strongest when joined by the voices of city leaders. Below is a list of current legislative proposals that local officials should act on to support cities' top legislative priorities, along with sample support or opposition letters.

Oppose Unless Amended SB 866 (Blakespear) Housing Element Mandates: Homelessness

What the bill does: SB 866 requires all but 14 cities in the state to add extensive and burdensome homelessness reporting requirements to their housing elements. This bill specifically targets cities that do not have direct access to state homelessness funding.

Why SB 866 is bad for cities:

- SB 866 only applies to cities that do not have access to direct state funding from the Homeless Housing Assistance and Prevention (HHAP) grant program, placing extensive new reporting burdens on those with the **fewest resources**.
- SB 866 mandates reporting on metrics that nearly all cities lack the ability to collect. This information could only be collected through regional collaboration with counties, hospitals, jails, and other partners.
- The reporting required in SB 866 does not belong in a long-term housing planning document that, for most cities, is updated every eight years and would quickly become outdated and unresponsive to the evolving needs of unhoused residents.

Additional background: Since 2019, HHAP has provided state funding to the 14 largest cities, all 58 counties, and 44 Continuums of Care — leaving the other **469 cities** in California without direct state support. To receive funding, HHAP recipients must submit regional plans that include system performance metrics. SB 866 applies these same metrics as a new housing element requirement **only** for cities that do not receive HHAP funding.

What cities need: Amend SB 866 to instead include all cities in the regional planning process. This will provide transparency into the system metrics that SB 866 includes, but through the same regional process already used by California's largest cities.

Where to send letter: *Provide Legislative Portal information to upload letter; cityletters@calcities.org*

Cal Cities opposition letter Sample city opposition letter