

City of Carpinteria
City Council Regular Meeting Agenda
Monday, June 27, 2016
Council Chamber, 5775 Carpinteria Avenue

5:30 p.m. Regular Session

INFORMATION ABOUT CITY COUNCIL MEETINGS:

- The time at which an item on the agenda is scheduled to be heard is an estimate only. The City Council may consider and act on an agenda item in any order it deems appropriate. In addition, an item may be considered earlier or later than the Estimated Time, depending on the length of time which is devoted to other agenda items. All persons interested in an item listed on the agenda are advised to be present throughout the meeting to ensure that they are present when the item is called.
- The regular meeting will be broadcast live over Government Access Television Channel 21. The City Council meetings will be rebroadcast on Wednesdays at 8:00 p.m. and Saturdays at 5:00 p.m.
- Materials related to an Agenda item submitted to the City Council after distribution of the agenda packet are available for public inspection in the City Clerk's Office at 5775 Carpinteria Avenue, Carpinteria, during normal business hours. Such documents are also available on the City of Carpinteria website at www.carpinteria.ca.us subject to staff's ability to post the documents before the meeting.
- Any written or printed material and/or exhibits presented at a City Council meeting or work session become the property of the City.
- Any information presented to the City Council by the public on any agenda item and during Public Comment using electronic media to be displayed on the overhead projector must be arranged with staff for review of materials in advance of the meeting and no later than close of business Wednesday prior to the Council meeting.
- As a courtesy to others and to avoid interference with the public address system, please refrain from using cell phones in the Council Chambers and please turn off all audible pagers and rings.
- If you wish to speak on a matter scheduled for consideration in a closed session, you will have an opportunity to address the City Council before the Council retires to its closed session deliberations.

**ESTIMATED
TIME:**

5:30 p.m. **CALL TO ORDER**

5:30 p.m. **ROLL CALL**

5:31 p.m. **PLEDGE OF ALLEGIANCE**

5:31 p.m. **INTRODUCTIONS, PROCLAMATIONS AND PRESENTATIONS**

5:32 p.m. **PUBLIC INFORMATION REPORTS AND ANNOUNCEMENTS**

5:32 p.m. **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.

5:35 p.m. **PRESENTATIONS BY CITIZENS/PUBLIC COMMENT**

This is a time for public comments on matters not otherwise on the agenda but within the subject matter jurisdiction of the City Council. The Public Comment period is limited to 15 minutes and divided among those persons desiring to speak. No person shall speak longer than three minutes; however, the Mayor may establish shorter periods based on the time available and/or the number of persons waiting to speak. Persons wishing to speak on a specific item will be recognized at the time the agenda item is considered.

Please be aware that items on the consent calendar are considered to be routine and are normally enacted by one unanimous vote of the Council. If you wish to speak on a consent calendar item, or on a matter scheduled for consideration in a closed session at the end of the agenda, please do so during the Presentations by Citizens/Public Comment portion of the meeting.

The City and the City Council are not responsible for the content of statements made during the public comment period, or the factual accuracy of any such statements.

AGENDA MODIFICATIONS: The City Council may modify the regular agenda by tabling items, adding urgency items to the agenda or changing

the order in which items are considered. Changes to the Consent Calendar are considered at the time the Consent Calendar is considered.

5:50 p.m.

CONSENT CALENDAR: Individual items may be removed and considered separately at the request of a Councilmember. Any item, which is removed from the Consent Calendar, will be added to the end of the agenda under Other Business.

1. Minutes of the regular meeting held June 13, 2016.
2. Receive the Expenditures Report for the period beginning June 8, 2016 and ending June 21, 2016.
3. Application to the State of California for an Environmental Enhancement Mitigation (EEM) Program Grant for funds to purchase coastal open space.
4. Direct staff to review the City's Conflict of Interest Code and prepare any necessary updates.
5. Approval of Program Supplement Agreement with Caltrans Related to the Carpinteria Avenue Bridge Replacement Project.
6. Designation of a Voting Delegate and Alternate for the League of California Cities Annual Conference.
7. Contract between the City of Carpinteria and the City of Santa Barbara in its capacity as operator of the Carpinteria Branch Library (Carpinteria Library) to Fund, in part, library related services.

5:52 p.m.

ADMINISTRATIVE MATTERS:

8. Authorization and Award to Berry General Engineering Contractors, Inc. for Construction of City Maintenance Project No. 15047 – Main School Sidewalk Improvement Project

Recommendation:

1. Find Berry General Engineering's bid responsive and authorize the Mayor to sign the contract with Berry, the lowest responsible bidder, subject to meeting all mandatory contract document requirements for the construction of the City Maintenance Project No. 15047, Main School Sidewalk Improvements Project; and

2. Approve a Construction Budget of \$142,600.

(Staff: Matt Maechler, Civil Engineer)

6:02 p.m. **PUBLIC HEARING: None.**

6:02 p.m. **OTHER BUSINESS:**

6:02 p.m. 9. Adoption of Resolution No. 5678, Superseding Resolution No. 5473, Reauthorizing a Red Curb Along the West End of Cravens Lane

Recommendation: Adopt Resolution No. 5678 Superseding Resolution No. 5473, and reauthorizing a red curb along the west side of Cravens Lane.

Staff presenter: Charles Ebeling, Public Works Director

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

6:15 p.m. 10. Authorization and Award to Willdan Financial Services to Provide Consultant Services for Updating the Development Impact Fee Program/Nexus Study

Recommendation: Find Willdan Financial Services' proposal to be responsive and authorize the City Manager to sign the agreement with Willdan Financial Services to update the Development Impact Fee Program/Nexus Study for a not-to exceed amount of \$52,600.

Staff presenter: Brian C. Barrett, Management Analyst

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

6:30 p.m. 11. Second reading of Ordinance No. 668, amending the City's Local Coastal Program, specifically consisting of amendments to Title 14 (Zoning) of the Carpinteria Municipal Code concerning density bonus, transitional and supportive housing, single room occupancy housing, agricultural employee housing, emergency shelters and housing for persons with disabilities to be consistent with the City's Housing Element and state housing law; and adoption of Resolution No. 5676, acknowledging receipt of, and accepting, the California Coastal Commission's approval of LCP Amendment

LCP-4-CPN-140832-1 Part B with suggested modifications (Zoning Code Housing Updates Project 14-1712-ORD/LCPA), and directing the City Manager to transmit this Resolution to the Coastal Commission Executive Director.

Recommendation: Adopt Ordinance No. 668 (second reading); and Approve Resolution No. 5676

Staff presenter: Steve Goggia, Community Development Director

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

6:45 p.m.

12. Second reading of Ordinance No. 669, amending the City's Local Coastal Program, specifically consisting of amendments to the City's Zoning Map and Land Use Map. Ordinance No. 669 amends the zoning designation of 37 properties and the land use designation of four properties to achieve vertical consistency between zoning and General Plan/Coastal Plan designation; and adoption of Resolution No. 5675, acknowledging receipt of, and accepting, the California Coastal Commission's approval of LCP Amendment LCP-4-CPN-14-0832-1 Part A (Consistency Zoning and Land Use Maps Amendments, Project 14-1711-RZ/GPA/LCPA), and directing the City Manager to transmit this resolution to the Coastal Commission Executive Director.

Recommendation: Adopt Ordinance No. 669 (second reading); and Approve Resolution No. 5675.

Staff presenter: Steve Goggia, Community Development Director

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

7:00 p.m.

13. Adjustment of 1.3% to Salary Grade Structure for all Full-time Employees and Grade Changes to Certain Identified Full-time Positions

Recommendation: Approve Resolution Nos. 5680 and 5681, thereby (1) adjusting management and miscellaneous unrepresented salary ranges; (2) making changes to the salary grade of four identified positions; and, (3) adjusting compensation to the hourly rated positions.

Staff presenter: Arlene Balmadrid, Human Resource Manager

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

7:10 p.m.

14. Amendment of Contract with Central Coast Charge Ahead Program for Three Additional Dual-Port Electric Charging Stations

Recommendation: Authorize the City Manager to sign the Central Coast Charge Ahead Program Approval to Proceed with ABM Inc., installing three new dual-port electric vehicle charging stations and related equipment and services.

Staff presenter: Charles Ebeling, Public Works Director

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

7:20 p.m.

**COMMITTEE REPORTS, INQUIRIES AND OTHER MATTERS
PRESENTED BY COUNCILMEMBERS**

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

1. Representatives to Regional Agencies and Committees

- a. Beach Erosion Authority for Clean Oceans and Nourishment (BEACON) (Shaw/Alt. Carty)
- b. California Joint Powers Insurance Authority (CJPIA) (Clark/Alt. Shaw)
- c. Channel Counties Division, League of California Cities (Nomura/Alt. Shaw)
- d. Santa Barbara County Association of Governments (SBCAG)(Clark/Alt. Nomura)
- e. Santa Barbara County Air Pollution Control District (APCD)(Clark/Alt. Nomura)
- f. Santa Barbara Joint Housing Task Group (Carty &Shaw)
- g. Central Coast Collaborative on Homelessness (C3H) (Clark)
- h. South Coast Task Force on Youth Safety Leadership and Executive Council (Carty & Clark)

2. Joint and Standing Committees

- a. City Council/Chamber of Commerce Board of Directors Committee (Carty & Nomura)
- b. City Council/Public Safety Committee (Clark & Shaw)
- c. City Council/School Board Committee (Stein & Carty)
- d. City Council/Utilities Committee (Stein & Nomura)
- e. City Council/First District Supervisor Committee (Stein & Carty)
- f. City Council Finance/Budget Committee (Stein & Clark)

3. Ad Hoc Committees

- a. Public Facility Site Acquisition/Development Committee (Carty & Nomura)
- b. Transportation Committee (Stein & Shaw)
- c. Joint City Council / Planning Committee General Plan and Coastal Plan Update Committee (Stein & Clark)
- d. Housing Assistance Benefit Committee (Stein & Nomura)

4. City Representatives on other Committees

- a. Community Media Access Center (Gary Dobbins)
- b. Santa Barbara Coastal Vector Control District (Ronald Hurd)
- c. Santa Barbara Metropolitan Transit District (Chuck McQuary)

7:25 p.m.

ATTENDANCE OF COUNCILMEMBERS FOR FUTURE MEETINGS

7:25 p.m.

ADJOURNMENT

The next regular meeting to be held on **Monday, July 11, 2016** at **5:30 P.M.**, in the Council Chamber, City Hall, 5775 Carpinteria Avenue, Carpinteria, California.

In compliance with the Americans with Disabilities Act, if you need assistance to participate in this meeting, please contact the City Clerk's Office at 755-5405 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.

This agenda was posted on Wednesday, June 22, 2016, in the City Clerk's Office, on the City Hall Public Notices Board, and on the Internet.

**City of Carpinteria
City Council Minutes
Regular Meeting
Council Chambers
Monday, June 13, 2016**

CALL TO ORDER

Vice Mayor Shaw called the meeting to order at 4:18 p.m.

ROLL CALL

Councilmember Al Clark, Councilmember Wade Nomura, Councilmember J. Bradley Stein, and Vice Mayor Fred Shaw were present. Mayor Gregg A. Carty was absent during roll call. City Manager Dave Durflinger, Community Development Director Steve Goggia, Dylan Johnson on behalf of Brownstein Hyatt Farber Schreck, LLP, acting as City Attorney of the City of Carpinteria, and Peter Brown on behalf of Brownstein Hyatt Farber Schreck, LLP, acting as City Attorney of the City of Carpinteria were also present.

PUBLIC COMMENT ON CLOSED SESSION MATTERS: None.

CLOSED SESSION

Peter Brown on behalf of Brownstein Hyatt Farber Schreck, LLP, acting as City Attorney of the City of Carpinteria announced that the City Council would temporarily adjourn to a Closed Session for the purpose of the following item:

1. Conference with Real Property Negotiator(s) – Government Code Section 54956.8

Property: 001-210-024 and 001-210-020

Negotiating Parties: City of Carpinteria and Land Trust of Santa Barbara County

Agency Negotiators: Dave Durflinger, City Manager; Matthew Roberts, Parks and Recreation Director; Steve Goggia, Community Development Director, and Peter Brown and Dylan Johnson of Brownstein Hyatt Farber Schreck, acting as City Attorney for City of Carpinteria

Under Negotiation: price and terms of payment

TEMPORARY ADJOURNMENT TO CLOSED SESSION

The City Council recessed to Closed Session at 4:19 p.m.

Mayor Carty arrived at 4:30 p.m.

CALL BACK TO ORDER

The meeting was called to order by Mayor Carty at 5:38 p.m.

ROLL CALL

Councilmembers present:

Councilmember Al Clark
Councilmember Wade Nomura
Councilmember J. Bradley Stein
Vice Mayor Fred Shaw
Mayor Gregg A. Carty

Staff members present:

Dave Durflinger, City Manager
Peter Brown on behalf of Brownstein Hyatt Farber Schreck, LLP, acting as City Attorney of the City of Carpinteria
Fidela Garcia, City Clerk
Steve Goggia, Community Development Director
John Thornberry, Administrative Services Director
Charles Ebeling, Public Works Director
Matt Roberts, Parks and Recreation Director

CLOSED SESSION REPORT

Peter Brown on behalf of Brownstein Hyatt Farber Schreck, LLP, acting as City Attorney of the City of Carpinteria Attorney noted that the City Council met in Closed Session to discuss:

Conference with Real Property Negotiator(s) – Government Code Section 54956.8

Property: 001-210-024 and 001-210-020

Negotiating Parties: City of Carpinteria and Land Trust of Santa Barbara County

Agency Negotiators: Dave Durflinger, City Manager; Matthew Roberts, Parks and Recreation Director; Steve Goggia, Community Development Director, and Peter Brown and Dylan Johnson of Brownstein Hyatt Farber Schreck, acting as City Attorney for City of Carpinteria

Under Negotiation: price and terms of payment

Peter Brown on behalf of Brownstein Hyatt Farber Schreck, LLP, acting as City Attorney of the City of Carpinteria announced there was no reportable action from the Closed Session.

PLEDGE OF ALLEGIANCE

Mayor Carty asked everyone to stand and take a moment of silence for the people who were killed, their families, and the people who were wounded in Orlando, Florida.

All present were led in the salute to the flag by Mayor Carty.

INTRODUCTIONS, PROCLAMATIONS AND PRESENTATIONS: None

PUBLIC INFORMATION REPORTS AND ANNOUNCEMENTS: None

CITY MANAGER'S REPORT

- Seasonal, part-time positions are available for cashiers, lifeguards, etc. People interested in applying may contact City Hall or visit the City's website for information and job descriptions.

PRESENTATIONS BY CITIZENS/PUBLIC COMMENT

Art Willner read from his written statement requesting the City Council reconsider its decision to provide parking spaces on the west side of Cravens Lane just north of Via Real along the Sandpiper Village in order to support the needs of tourists, hikers, pedestrians, bicyclists, and dog walkers. He asked people in the audience from Villas of Carpinteria to stand to show their opposition to the additional parking spaces. He questioned whether the 72-hour parking limit was being enforced. He stated that it appeared the additional parking spaces were installed to accommodate the Sandpiper Village residents; however, it appeared that those residents are not utilizing the additional parking spaces.

Joyce Donaldson, representing Carpinteria Valley Chamber of Commerce, invited everyone to the Chamber Mixer on June 22 at Venoco, which would be held in collaboration with the Business Giving Roundtable. She noted that Chamber Member Appreciation Day would be held at the Santa Barbara Polo and Racquet Club on June 26 at 5:30 p.m. She acknowledged City Manager Dave Durlinger and Assistant to the City Manager Kevin Silk for meeting with her to discuss a proposed event to be held in the Downtown to feature living windows the Saturday after Thanksgiving to promote shopping in the Downtown.

John McCann, representing McCann Mini Storage, concurred with Mr. Willner's

comments regarding asking the City Council to reconsider the additional parking on Cravens Lane. He commented that it appeared Sandpiper Village has approximately 28 parking spaces that are rarely occupied, which includes 20 visitor spaces in front of the tennis court, 8 or 9 spaces next to the swimming pool, and additional spaces in the motorhome area. He suggested the parking situation could be resolved in-house without disturbing people who live or work on Cravens Lane. He noted that several of the City Councilmembers expressed an interest in having this issue brought back at a future meeting. City Manager Dave Durlinger noted that this item was originally brought to the Traffic Safety Committee and subsequently to the City Council for approval, and subsequently another issue was brought forth for parking across the street to create a buffer at the driveway and the issue was raised again at the Traffic Safety Committee. He stated that the Traffic Safety Committee scheduled the matter for reconsideration. He noted that the parking spaces had not yet been installed and if the City Council wished to reconsider it may do so at its discretion. Councilmember Nomura noted that he would abstain because they are one of his clients.

Judy Goodbody, representing Help of Carpinteria, stated that they have been serving the non-driving community since 1998, and they have been dependent on donations from organizations and individuals because of the increasing cost of purchasing and maintaining three vehicles, fuel, insurance, and other services. She noted that only 25 percent of donations from their riders support the cost of providing the transportation and 75 percent comes from other individuals who make tax deductible donations, foundations, the City of Carpinteria. She stated that they were not confident that they would be able to secure the grant that they depend on. She noted that the Board of Directors voted to increase the donation amount that they request of their riders effective July 1. She also noted that this would be the first time in 10 years that they have increased their donation amount from \$1 round trip to \$2 round trip in Carpinteria, and \$6 round trip to \$10 round trip to Santa Barbara.

A letter was submitted by Mike Smith, which was distributed at the meeting to the City Council, in opposition to the reduction of traffic lanes on Cravens Lane from three to two lanes.

AGENDA MODIFICATIONS: None.

CONSENT CALENDAR

Motion by Councilmember Stein, seconded by Vice Mayor Shaw, to approve the Consent Calendar as read by title only.

Upon voice vote, motion carried unanimously

2. Minutes of the regular meeting held May 23, 2016.

3. Receive the Expenditures Report for the period beginning May 17, 2016 and ending June 7, 2016.
4. Special City Council Commendation recognizing Charles B. Hamilton, General Manager, Carpinteria Water District on his retirement.

ADMINISTRATIVE MATTER: None

PUBLIC HEARING:

5. Consideration of Adoption of the 2016-17 Budget and Setting of Appropriation Limits as Required by State Law

Recommendation: Receive the staff report, open the public hearing and receive public comment, close the public comment, provide staff with direction concerning any amendments to the proposed budget and take the following actions:

1. Establish the appropriations limit for Street Lighting District No. 1 for the 2016-17 Fiscal Year through adoption of Resolution No. 5671; and,
2. Establish the appropriation limit for the City of Carpinteria for the 2016-17 Fiscal Year through adoption of Resolution No. 5672; and,
3. Approve the Municipal Budget for Fiscal Year 2016-17 through adoption of the Resolution No. 5673.

Dave Durflinger, City Manager, provided open remarks regarding the proposed 2016-17 Fiscal Year Budget.

John Thornberry, Administrative Services Director, provided a PowerPoint presentation and presented the General Fund budget.

Steve Goggia, Community Development Director, presented the Community Development budget. City Manager Dave Durflinger noted that development review activity affects the budget both near-term and long-term. He stated that the number of cases presented at City Hall affect the amount that is charged to applicants to process the applications and in order to offset the City's costs for plan checking. He also stated that long-term affects include new development and reinvestment in the community, which helps in terms of supporting the property tax base, helps potential retail sales tax, commercial uses, and enhancement of revenue sources.

Charlie Ebeling, Public Works Director, presented the Public Works Department budget.

Matt Roberts, Parks and Recreation Director, presented the Parks and Recreation Department budget. Councilmember Stein inquired whether the ozone for the pool helps

to extend the life of the plaster. Mr. Roberts responded that instead of using sodium hypochlorite they are now using calcium hypochlorite, which has a lower pH and which requires the use of less acid. Vice Mayor Shaw inquired regarding obtaining solar panels for the roof at the pool and the cost for some type of storage when electricity is not being generated. Mr. Roberts responded that the issue with storage was batteries, which are expensive; however, if they have a 10 kilowatt system on the roof they would still be using more than they would be producing during peak times and it would offset the most expensive power during the peak hours afternoon times. He stated that he believed they had a very efficient and good orientation of that site.

Mr. Thornberry presented the Administrative Services budget.

Mr. Durflinger presented the General Government Department budget, including the Community Services Support Program/Grants.

Mayor Carty opened the Public Hearing at 7:38 p.m.

Idalia Gomez, Program Director at Santa Barbara Rape Crisis Center, thanked the City Council for their support over the last several years. She asked that the City Council consider their request for grant funding for sexual assault counseling, support services, and community education. She noted that the counseling center provides 24-hour counseling services via the hotline or in person, couples counseling, and support groups. She stated that support services include medical and legal advocacy, medical and legal accompaniment, information, and community referrals. She noted that the community education program provides rape prevention education to increase awareness and understanding of sexual violence, assists participants with developing behaviors, and increase attitudes, which helps prevention of sexual assault. She also noted that they also offer in-services for law enforcement, medical, and mental health professionals. She asked the City Council to consider extending its continued support.

Mayor Carty noted that Judy Goodbody spoke during Public Comments regarding a donation increase to Help of Carpinteria.

Chuck Flackes, Executive Director of Central Coast Collaborative on Homelessness (C3H), noted that Councilmember Clark participates on this committee and their mission is to reduce homelessness and its impact on the community across Santa Barbara County. He stated that they are experiencing an impact on the regional level bringing together stakeholders groups. He noted that a Coordinated Outreach Team model was created to bring together teams and individuals to work and have an impact locally. He acknowledged City Manager David Durflinger for his ongoing support.

Luke Barrett, representing C3H, stated that he is responsible for Isla Vista, Santa Barbara, Goleta, and Carpinteria areas. He noted that Carpinteria has a small homeless population and C3H could have a large impact in assisting them. He also noted that he works with several programs including the Carpinteria Creative Housing Solutions

Committee led by John Polansky from the County Housing Authority and Peoples Self Help Housing, and they meet with City staff on how to develop low-income properties for people who are homeless in Carpinteria. He further noted that they meet monthly at City Hall bringing together stakeholders to discuss what is needed and bring resources. He stated Coordinated Outreach Team meets weekly to discuss how to help people who are homeless in Carpinteria. Councilmember Stein inquired whether they have been successful with any homeless in Carpinteria. Mr. Barrett responded that they have assisted a few people who were living on the streets in Carpinteria to go to shelters in Santa Barbara; however, they have not located permanent housing for them.

Roberta Lehtinen, representing HopeNet of Carpinteria, thanked the City Council and staff for consideration of their grant. She explained that they are a grassroots, volunteer organization formed in 2012 after a local friend committed suicide. She stated that their mission is to lessen the number of attempted and completed suicides in the community and improve the mental health of residents through information, support, and advocacy. She noted that Vice Mayor Shaw serves as the City Council's liaison in this organization. She stated that HopeNet has brought direct, no-cost, drop-in and bilingual mental health services twice monthly through the County Department of Behavioral Wellness at the Veterans Memorial Building. She also stated that they help to distribute Carpinteria Resource Guides in English and Spanish to local government agencies, schools, and businesses and on the City's website, and printing and distributing 3,500 of their wallet sized suicide prevention cards to businesses and schools. She noted that the grant from the City helps them to continue their endeavors. She invited everyone to their third candlelight vigil at the seal statue on September 10 to recognize National Suicide Prevention Day.

Dave Moore encouraged the City Council to fully support HopeNet of Carpinteria's request for community service funding. He noted that national statistics show that suicide rates continue to rise. He asked the City Council to support HopeNet in its endeavor.

Gabby Edwards, representing the Friends of the Library, thanked the City Council and staff for their continued support of the library, especially the recent five-year extension of their lease for the bookstore building. She noted that the Santa Barbara Central Library administers their budget and if the library is to stay open six days a week and with the City's generous contribution, the Friends of the Library contribution, and the per capita given by the County, they are facing a \$30,000 deficit. She stated that the Friends of the Library has stepped up and would increase its donation from \$53,000 to \$80,000 to contribute to the library's operating expenses. She also stated that in addition to contributing to other library programs, the Friends of the Library would be contributing a total of \$92,000. She noted that the Friends of the Library would do whatever is possible to raise money for the library, including applying for grants. She stated that the Friends of the Library and the County are looking into a parcel tax, and they are available to work with the City to seek public support.

Holly Carmody, representing Community Action Commission of Santa Barbara County, thanked the City Council and staff for their continued support of their programs, especially the Healthy Senior Lunch Program that feeds dozens of seniors per day at the Veterans Memorial Center and delivers meals to homebound and disabled seniors. She stated that the donation that the City provides is very important to this program.

Mayor Clark closed the Public Hearing at 7:57 p.m.

Councilmember Clark noted that he serves on the Board of Directors for Help of Carpinteria, and he would be unable to participate for that particular item.

Councilmember Stein noted that the assessment districts that were created in the 1980s and 1990s have not been increased and the City is beginning to get to the point of subsidizing everything. He also noted that several communities in the County have parcel taxes to support the library and they are very important and successful. He suggested the City Council might need to start to consider looking into increasing the assessment districts.

Mayor Carty and Vice Mayor Shaw concurred with Councilmember Stein's comments.

Councilmember Stein also noted that City staff wear a lot of different hats in order to provide service to the community. He also noted that the new contract with the Sheriff's Department would be coming up as well, which would allow the City to budget accordingly.

Mayor Carty questioned where increased funding would come from if the City Council were to increase funding to community service groups, especially for Help of Carpinteria and the library.

Councilmember Clark stated the he was very pleased with the community service budget and the organizations do much with the small amount of money the City gives them. He also stated that the City needed to do what it can to help the library, and that he would support increased funding.

Mr. Durflinger recommended a \$50,000 increase for the law enforcement contract as a placeholder because the Board of Supervisors had not yet made a decision. He noted that as far as shifting funds to the Community Services budget, \$15,000 could be shifted from contracts for feasibility studies in the Administration budget to support something else. He suggested that at the time of the quarterly budget review, the City Council could revisit and consider additional funding for one of the community services requests.

Peter Brown on behalf of Brownstein Hyatt Farber Schreck, LLP, acting as City Attorney of the City of Carpinteria stated that in response to Councilmember Clark not wanting to participate in any vote that affects Help of Carpinteria, he would advise that the City

Council segregate the matter, and if the City Council references some other social service agency, then the City Council could make the same motion regarding Help of Carpinteria so that Councilmember Clark need not participate in that vote. He also noted that Councilmember Clark could abstain from approving an appropriation to Help of Carpinteria.

Motion by Councilmember Stein to adopt Resolutions Nos. 5671, 5672, and 5673 approving the Municipal Budget for Fiscal Year 2016-17 and setting the related appropriations limits with the inclusion of reviewing specifically the Carpinteria Library funding and Help of Carpinteria funding at the next quarterly meeting and readjust accordingly.

Mr. Durflinger inquired whether Councilmember Stein would include the Sheriff's contract amount.

Amended motion by Councilmember Stein, seconded by Councilmember Nomura, to include the Sheriff's contract amount with the inclusion of as read as title only.

Councilmember Clark stated that he would abstain from the motion because it includes Help of Carpinteria unless Councilmember Stein bifurcates into two motions; one for the entire budget and everything else and one separately regarding Help of Carpinteria from which he would abstain. Peter Brown on behalf of Brownstein Hyatt Farber Schreck, LLP, acting as City Attorney of the City of Carpinteria stated that he agreed with Councilmember Clark's suggestion.

Amended motion by Councilmember Stein, seconded by Councilmember Nomura, to exclude the line item for Help of Carpinteria.

Upon voice vote, motion carried unanimously.

Motion by Councilmember Stein, seconded by Councilmember Nomura, to review the future funding for Help of Carpinteria at the next quarterly meeting and approve the budget as read by title only.

Upon voice vote, Councilmember Nomura, Councilmember Stein, Vice Mayor Shaw, and Mayor Carty were in favor. Councilmember Clark abstained. Motion carried.

COMMITTEE REPORTS, INQUIRIES AND OTHER MATTERS PRESENTED BY COUNCILMEMBERS

Councilmember Nomura suggested that the Budget Committee start to look at the hard numbers that will be needed for infrastructure improvements and isolate that from what is included in the budget.

ATTENDANCE OF COUNCILMEMBERS FOR FUTURE MEETINGS

All Councilmembers, with the exception of Councilmember Clark, are expected to be in attendance at the June 13, 2016 City Council meeting.

ADJOURNMENT

The meeting was adjourned at 8:20 p.m. by Mayor Carty.

Gregg A. Carty, Mayor

ATTEST:

Fidela Garcia, CMC, City Clerk



City of Carpinteria

COUNCIL AGENDA STAFF REPORT June 27, 2016

ITEM FOR COUNCIL CONSIDERATION

Expenditures for the period beginning June 8, 2016 and ending June 21, 2016.

STAFF RECOMMENDATION

Action Item ____ ; Non-Action Item X

That the City Council accept this report concerning the current list of warrants pursuant to Carpinteria Municipal Code 2.08.150(F).

DISCUSSION

As part of each regular City Council agenda, a list of all checks (attached) dispersed since the last reporting period is presented to the City Council pursuant to C.M.C. 2.08.150(F). The report is provided for City Council and public information and serves as Staff's verification that the expenditures have been reviewed and are within budgeted appropriations.

FINANCIAL CONSIDERATIONS

The warrant register included as an attachment is designed to communicate fiscal activity since the prior reporting period. No action is requested as part of this report.

ATTACHMENTS

Attachment A: Warrant Register for the period beginning June 8, 2016 and ending June 21, 2016.

Staff contact: Monique Epley, Finance Supervisor
(805) 684-5405 ext. 406

moniquee@ci.carpinteria.ca.us


Signature

Reviewed by: John Thornberry, Admin. Services Director



Signature

Reviewed by: Dave Durflinger, City Manager



Signature

9:47 AM

06/21/16

CITY OF CARPINTERIA
Warrant Register
 June 8 - 21, 2016

Date	Num	Name	Source Name	Memo	Account	Paid Amount
06/08/16	88234	BROWNSTEIN HYATT FARBER SCHRECK	BROWNSTEIN HYA...	INVOICE #639629	1000101 · Operating Cash 10	
05/25/16	639629		BROWNSTEIN HYA...	CITY ATTORNEY RETAINER	1017220 · City Attorney Retainer	(37,499.50)
TOTAL						(37,499.50)
06/08/16	88235	FLOWERS & ASSOCIATES INC	FLOWERS & ASSO...	INVOICE #16-1772	1000101 · Operating Cash 10	
05/16/16	16-1772		FLOWERS & ASSO...	STORMWATER CONSULTATION	2536226 · Engineering Retainer	(211.50)
TOTAL						(211.50)
06/08/16	88236	FRONTIER COMMUNICATIONS	FRONTIER COMM...	805-684-7613-042205-5	1000101 · Operating Cash 10	
05/22/16	805-684-45...		FRONTIER COMMU...	OUTSIDE PD	1013301 · Telephone 13	(90.72)
TOTAL						(90.72)
06/08/16	88237	GRANITE CONSTRUCTION COMPANY	GRANITE CONSTR...		1000101 · Operating Cash 10	
06/07/16	580240		GRANITE CONSTR...		2779612 · Pavement Rehabilitation	(165,980.70)
TOTAL						(165,980.70)
06/08/16	88238	PAVEMENT ENGINEERING, INC.	PAVEMENT ENGIN...	INVOICE #1604-088	1000101 · Operating Cash 10	
05/13/16	1604-088		PAVEMENT ENGIN...	PAVEMENT REHAB	2779612 · Pavement Rehabilitation	(10,861.25)
TOTAL						(10,861.25)
06/08/16	88239	PIRANHA BAY	PIRANHA BAY		1000101 · Operating Cash 10	
05/17/16	1002627		PIRANHA BAY	RESALE ITEMS	4864302 · Purchases for Inventory...	(547.96)
05/18/16	1002629		PIRANHA BAY	RESALE ITEMS	4864302 · Purchases for Inventory...	(439.94)
TOTAL						(987.90)
06/08/16	88240	SO CA EDISON	SO CA EDISON	2-22-684-6459	1000101 · Operating Cash 10	
05/28/16	2-22-684-64...		SO CA EDISON	100 LINDEN	2923220 · Street Lighting	(28.38)
TOTAL						(28.38)
06/08/16	88241	VENCO WESTERN INC	VENCO WESTERN ...	INVOICE #0149019-IN	1000101 · Operating Cash 10	
05/24/16			VENCO WESTERN ...	ROW	3332221 · Miscellaneous Contract...	(1,582.00)
			VENCO WESTERN ...	CITY HALL	1013225 · Grounds Maintenance	(742.10)
			VENCO WESTERN ...	PROJ 4865	1000251 · Development Deposits	(221.26)
			VENCO WESTERN ...	VETS HALL	4865220 · Grounds Maintenance 65	(108.66)
			VENCO WESTERN ...	POOL	4866220 · Grounds Maintenance 66	(221.73)

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			VENCO WESTERN ...	ROW	3323220 · Parking Lot Landscape	(422.38)
			VENCO WESTERN ...	PARKS	2361225 · Park Maintenance 61	(4,523.56)
TOTAL						(7,821.69)
06/08/16	88242	WATER GEAR INC	WATER GEAR INC	INVOICE 00249879	1000101 · Operating Cash 10	
05/25/16	00249879		WATER GEAR INC	POOL RESALE ITEMS	4866308 · Supplies & Materials 66	(156.54)
TOTAL						(156.54)
06/08/16	88248	MAKER, ERIN	MAKER, ERIN	STATEWIDE ENERGY FORUM	1000101 · Operating Cash 10	
06/08/16			MAKER, ERIN	TRAVEL ADVANCE	1037201 · Supplies & Materials 37	(129.50)
TOTAL						(129.50)
06/08/16	88249	CANON FINANCIAL SERVICES, INC	CANON FINANCIA...	INVOICE #16111651	1000101 · Operating Cash 10	
05/22/16	16111651		CANON FINANCIAL...	COPIER SERVICE	1018222 · Equipment Maintenance	(618.31)
TOTAL						(618.31)
06/08/16	88250	COASTAL VIEW NEWS	COASTAL VIEW N...	AQUATICS PROGRAM GRANT	1000101 · Operating Cash 10	
05/12/16	47916		COASTAL VIEW NE...	AQUATICS PROGRAM GRANT	2000261 · Deferred Revenue 20	(248.00)
TOTAL						(248.00)
06/08/16	88251	KEYSER MARSTON ASSOCIATES, INC. *	KEYSER MARSTO...	HOTEL PROTOTYPE FEASIBILITY	1000101 · Operating Cash 10	
05/04/16	0029623		KEYSER MARSTO...	HOTEL PROTOTYPE FEASIBILITY	2870414 · Lifeguard Tower Refit	(1,620.00)
TOTAL						(1,620.00)
06/08/16	88252	PROFESSIONAL WASH CENTER	PROFESSIONAL W...	YELLOW RIBBON BANNERS	1000101 · Operating Cash 10	
06/01/16	8634		PROFESSIONAL W...	YELLOW RIBBON BANNERS	3845222 · Marketing/Project Carpi...	(28.13)
TOTAL						(28.13)
06/08/16	88253	SOUTHERN CALIFORNIA EDISON CO	SOUTHERN CALIF...	COMMUNITY GARDEN GRANT	1000101 · Operating Cash 10	
05/24/16	2426296		SOUTHERN CALIF...	COMMUNITY GARDEN GRANT	2000261 · Deferred Revenue 20	(1,765.88)
TOTAL						(1,765.88)
06/08/16	88254	SOUTHERN CALIFORNIA SWIMMING	SOUTHERN CALIF...	JUNE BUG SWIM MEET	1000101 · Operating Cash 10	
06/08/16			SOUTHERN CALIF...	JUNE BUG SWIM MEET	4868308 · Supplies & Materials 68	(224.00)

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TOTAL						(224.00)
06/08/16	88255	US BANK	US BANK	ACCOUNT 95462880	1000101 · Operating Cash 10	
05/25/16	4306967		US BANK	COP TRUSTEE FEES 2016	1014220 · CPIC Trustee Fees	(4,082.50)
TOTAL						(4,082.50)
06/09/16	88256	C3 INTELLIGENCE, INC	C3 INTELLIGENCE,...	9310	1000101 · Operating Cash 10	
06/01/16			C3 INTELLIGENCE,...	RECRUITMENT	1016320 · Pre-placement Health S...	(260.00)
TOTAL						(260.00)
06/09/16	88257	CENTRAL COAST IMAGING SOLUTIONS	CENTRAL COAST I...		1000101 · Operating Cash 10	
06/07/16			CENTRAL COAST I...	COPIER SERVICING	1018222 · Equipment Maintenance	(90.81)
06/07/16			CENTRAL COAST I...	COPIER SERVICING	1018222 · Equipment Maintenance	(800.59)
TOTAL						(891.40)
06/09/16	88258	ERIK OLSON CONSTRUCTION CO	ERIK OLSON CON...	PROJ 5737 REFUND	1000101 · Operating Cash 10	
03/01/16			ERIK OLSON CON...	PROJ 5737 REFUND	2734223 · Civil Engineering Retai...	(331.28)
TOTAL						(331.28)
06/09/16	88259	HOLLIDAY ROCK CO, INC	HOLLIDAY ROCK ...	INVOICE #805027	1000101 · Operating Cash 10	
05/10/16			HOLLIDAY ROCK C...	PW SUPPLIES	2779611 · Misc. Concrete Repairs ...	(387.63)
TOTAL						(387.63)
06/09/16	88260	KIMBALL MIDWEST	KIMBALL MIDWEST		1000101 · Operating Cash 10	
04/28/16			KIMBALL MIDWEST	PW SUPPLIES	2531308 · Supplies & Materials 31	(67.99)
05/03/16			KIMBALL MIDWEST	PW SUPPLIES	2531308 · Supplies & Materials 31	(64.75)
TOTAL						(132.74)
06/09/16	88261	SANTA BARBARA COUNTY, PUBLIC WOR...	SANTA BARBARA ...	INVOICE #CAR03152016	1000101 · Operating Cash 10	
03/15/16	CAR031520...		SANTA BARBARA ...	POLLUTANT LOAD MODELING	1072217 · WM Program Implemen...	(33.53)
TOTAL						(33.53)
06/09/16	88262	WEST COAST ARBORIST INC	WEST COAST ARB...	115043	1000101 · Operating Cash 10	
05/15/16	15043		WEST COAST ARB...	TREE MAINTENANCE	2732220 · Public Tree Maintenanc...	(10,268.00)

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TOTAL						(10,268.00)
06/09/16	88263	BONNER PETER	BONNER PETER	PROJ 1824 REFUND	1000101 · Operating Cash 10	
06/08/16			BONNER PETER	PROJ 1824 REFUND	1000251 · Development Deposits	(290.38)
TOTAL						(290.38)
06/09/16	88264	OMNI CATERING	OMNI CATERING	PROJ 1819 REFUND	1000101 · Operating Cash 10	
06/08/16			OMNI CATERING	PROJ 1819 REFUND	1000251 · Development Deposits	(401.57)
TOTAL						(401.57)
06/09/16	88265	ST JOSEPH CHURCH	ST JOSEPH CHUR...	PROJ 1759 REFUND	1000101 · Operating Cash 10	
06/08/16			ST JOSEPH CHUR...	PROJ 1759 REFUND	1000251 · Development Deposits	(268.13)
TOTAL						(268.13)
06/10/16	88266	CALIFORNIA STATE DISBURSEMENT UNIT	CALIFORNIA STAT...	CASE NUMBER 0850182383-01	1000101 · Operating Cash 10	
06/10/16	PAYROLL 0...		CALIFORNIA STAT...	PAYROLL WITHHOLDING 06-09-16	1000105 · ICMA Cash	(330.46)
TOTAL						(330.46)
06/10/16	88267	EDD-SDI	EDD-SDI	776-5147-9	1000101 · Operating Cash 10	
06/10/16	PAYROLL 0...		EDD-SDI	PAYROLL 06-09-16	1000223 · SDI Withheld	(840.69)
TOTAL						(840.69)
06/10/16	88268	EDD-SIT	EDD-SIT	932-0283-6	1000101 · Operating Cash 10	
06/10/16	PAYROLL 0...		EDD-SIT	PAYROLL 06-09-16	1000221 · SIT Withheld	(3,520.57)
TOTAL						(3,520.57)
06/10/16	88269	GRAHAM, CHUCK	GRAHAM, CHUCK	PAYROLL 06-09-16	1000101 · Operating Cash 10	
06/10/16	PAYROLL 0...		GRAHAM, CHUCK	PAYROLL 06-09-16	1000101 · Operating Cash 10	(1,054.45)
TOTAL						(1,054.45)
06/10/16	88270	KELL, RYAN	KELL, RYAN	PAYROLL 06-09-16	1000101 · Operating Cash 10	
06/10/16	PAYROLL 0...		KELL, RYAN	PAYROLL 06-09-16	1000101 · Operating Cash 10	(408.73)
TOTAL						(408.73)

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06/10/16	88271	SEUI LOCAL 620	SEUI LOCAL 620	PAYROLL 06-09-16	1000101 · Operating Cash 10	
06/10/16	PAYROLL 0...		SEUI LOCAL 620	PAYROLL 06-09-16	1000229 · SEIU Local 620	(153.84)
TOTAL						(153.84)
06/10/16	88272	T. ROWE PRICE	T. ROWE PRICE	PAYROLL CONTRIBUTION - ANTHONY VEGA	1000101 · Operating Cash 10	
06/10/16	PAYROLL 0...		T. ROWE PRICE	PAYROLL 06-09-16 ANTHONY VEGA	1000105 · ICMA Cash	(50.00)
TOTAL						(50.00)
06/10/16	88273	UNITED WAY OF SANTA BARBARA COUN...	UNITED WAY OF S...	PAYROLL 06-09-16	1000101 · Operating Cash 10	
06/10/16	PAYROLL 0...		UNITED WAY OF S...	PAYROLL 06-09-16	1000224 · United Way Payable	(24.00)
TOTAL						(24.00)
06/10/16	88274	VANTAGEPOINT TRANSFER AGENTS - 457	VANTAGEPOINT T...	PAYROLL 06-09-16	1000101 · Operating Cash 10	
06/10/16	PAYROLL 0...		VANTAGEPOINT T...	PAYROLL 06-09-16	1000105 · ICMA Cash	(1,075.00)
TOTAL						(1,075.00)
06/13/16	88275	EDD-SDI	EDD-SDI	776-5147-9	1000101 · Operating Cash 10	
04/20/16	PAYROLL 0...		EDD-SDI	PAYROLL 05-26-16	1000223 · SDI Withheld	(963.78)
TOTAL						(963.78)
06/13/16	88276	FLY, JOHN	FLY, JOHN	PAYROLL 06-09-16	1000101 · Operating Cash 10	
06/13/16	PAYROLL 0...		FLY, JOHN	PAYROLL 06-09-16	1000101 · Operating Cash 10	(346.34)
TOTAL						(346.34)
06/13/16	88277	GARIBAY, SIERRA *	GARIBAY, SIERRA *	PAYROLL 06-09-16	1000101 · Operating Cash 10	
06/13/16	PAYROLL 0...		GARIBAY, SIERRA *	PAYROLL 06-09-16	1000101 · Operating Cash 10	(83.72)
TOTAL						(83.72)
06/13/16	88278	SIEBEN, ALEC	SIEBEN, ALEC	PAYROLL 06-09-16	1000101 · Operating Cash 10	
06/13/16	PAYROLL 0...		SIEBEN, ALEC	PAYROLL 06-09-16	1000101 · Operating Cash 10	(236.40)
TOTAL						(236.40)
06/14/16	88279	GARCIA, FIDELA	GARCIA, FIDELA	CELL PHONE REIMBURSEMENT	1000101 · Operating Cash 10	

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06/01/16			GARCIA, FIDELA	CELL PHONE REIMBURSEMENT	1011308 · Supplies & Materials 11	(65.00)
TOTAL						(65.00)
06/14/16	88280	JAIMES, FERMIN *	JAIMES, FERMIN *	VOID: VETS DEPOSIT REFUND	1000101 · Operating Cash 10	
TOTAL						0.00
06/14/16	88280	JAIMES, FERMIN *	JAIMES, FERMIN *	VETS DEPOSIT REFUND	1000101 · Operating Cash 10	
05/31/16	DEPOSIT R...		JAIMES, FERMIN *	VETS HALL REFUND	1000231 · Veterans Building Depo...	(300.00)
			JAIMES, FERMIN *	SECURITY DEPOSIT REFUND	4848352 · VETS HALL RENTALS	(30.25)
TOTAL						(330.25)
06/15/16	88281	76 FLEET SERVICES	76 FLEET SERVICES	45636188	1000101 · Operating Cash 10	
06/02/16	45636188		76 FLEET SERVICES	VEHICLE FUEL	1013307 · Vehicle Oper & Mainten...	(3.00)
			76 FLEET SERVICES	VEHICLE FUEL	2531307 · Vehicle Oper & Mainten...	(21.33)
			76 FLEET SERVICES	VEHICLE FUEL	3332307 · Vehicle Oper & Mainten...	(115.59)
TOTAL						(139.92)
06/15/16	88282	A-OK POWER EQUIPMENT	A-OK POWER EQU...	171451	1000101 · Operating Cash 10	
05/20/16			A-OK POWER EQU...	PW SHOP	2531308 · Supplies & Materials 31	(90.69)
TOTAL						(90.69)
06/15/16	88283	A T & T MOBILITY	A T & T MOBILITY	ACCOUNT 337015224648	1000101 · Operating Cash 10	
05/23/16	3370152246...		A T & T MOBILITY	PW CREW	1013308 · Supplies & Materials 13	(45.23)
			A T & T MOBILITY	PW CREW	3332308 · Supplies & Materials 32	(98.48)
			A T & T MOBILITY	PW CREW	2531308 · Supplies & Materials 31	(18.48)
TOTAL						(162.19)
06/15/16	88284	AERIOCONNECT	AERIOCONNECT	819373	1000101 · Operating Cash 10	
06/01/16	819373		AERIOCONNECT	DSL MONTHLY SERVICE CHARGE - JUNE 2016	1018222 · Equipment Maintenance	(66.06)
TOTAL						(66.06)
06/15/16	88285	BIG GREEN CLEANING COMPANY	BIG GREEN CLEA...		1000101 · Operating Cash 10	
05/18/16	476777		BIG GREEN CLEAN...	VETS HALL	4865309 · Misc Operating Expens...	(240.00)
05/18/16	476798		BIG GREEN CLEAN...	ROW	3332221 · Miscellaneous Contract...	(360.00)
05/18/16	476789		BIG GREEN CLEAN...	ROW	3937302 · Environmental Services	(260.00)
TOTAL						(860.00)

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06/15/16	88286	CA STATE PARKS	CA STATE PARKS	FY 15-16 DAY USE FEES	1000101 · Operating Cash 10	
06/01/16	FY 15-16 D...		CA STATE PARKS	STATE PARK FEES	2323103 · STATE DAY USE PAR...	(16,918.00)
TOTAL						(16,918.00)
06/15/16	88287	CARPINTERIA LOCK & KEY	CARPINTERIA LOC...		1000101 · Operating Cash 10	
04/29/16	1186		CARPINTERIA LOC...	PROJ 4865	1000251 · Development Deposits	(388.18)
05/05/16	1203		CARPINTERIA LOC...	SEASIDE	4865309 · Misc Operating Expens...	(85.00)
TOTAL						(473.18)
06/15/16	88288	CARPINTERIA SANITARY DISTRICT	CARPINTERIA SAN...	COMMUNITY GARDEN FEES	1000101 · Operating Cash 10	
06/14/16	COMMUNIT...		CARPINTERIA SAN...	COMMUNITY GARDEN GRANT	2000261 · Deferred Revenue 20	(10,103.00)
TOTAL						(10,103.00)
06/15/16	88289	CARPINTERIA VALLEY CHAMBER OF CO...	CARPINTERIA VAL...	7494	1000101 · Operating Cash 10	
06/02/16	7494		CARPINTERIA VAL...	LEGISLATIVE BREAKFAST SEAT	1051306 · Meetings & Travel 51	(30.00)
TOTAL						(30.00)
06/15/16	88290	CARPINTERIA VALLEY LUMBER CO	CARPINTERIA VAL...	ACCOUNT 164	1000101 · Operating Cash 10	
05/31/16	MAY 2016 B...		CARPINTERIA VAL...	HOLLY	2862308 · Supplies & Materials 62	(10.98)
05/31/16	MAY 2016 B...		CARPINTERIA VAL...	POOL	4866308 · Supplies & Materials 66	(34.29)
			CARPINTERIA VAL...	POOL	4866308 · Supplies & Materials 66	(13.71)
			CARPINTERIA VAL...	COMMUNITY GARDEN GRANT	2000261 · Deferred Revenue 20	(294.78)
			CARPINTERIA VAL...	PW SUPPLIES	2531308 · Supplies & Materials 31	(9.70)
			CARPINTERIA VAL...	LINDEN TOWER	2862308 · Supplies & Materials 62	(8.94)
			CARPINTERIA VAL...	ROW	3332308 · Supplies & Materials 32	(69.79)
			CARPINTERIA VAL...	POOL	4866308 · Supplies & Materials 66	(20.12)
			CARPINTERIA VAL...	ROW	3332308 · Supplies & Materials 32	(89.31)
			CARPINTERIA VAL...	PW SUPPLIES	2531308 · Supplies & Materials 31	(15.11)
			CARPINTERIA VAL...	BEACH STORE	4864308 · Supplies & Materials 64	(19.36)
			CARPINTERIA VAL...	POOL	4866308 · Supplies & Materials 66	(8.72)
			CARPINTERIA VAL...	SEASIDE	4865309 · Misc Operating Expens...	(20.51)
			CARPINTERIA VAL...	COMMUNITY GARDEN GRANT	2000261 · Deferred Revenue 20	(129.29)
			CARPINTERIA VAL...	COMMUNITY GARDEN GRANT	2000261 · Deferred Revenue 20	(87.87)
			CARPINTERIA VAL...	COMMUNITY GARDEN GRANT	2000261 · Deferred Revenue 20	(28.27)
			CARPINTERIA VAL...	POOL	4866308 · Supplies & Materials 66	(30.70)
			CARPINTERIA VAL...	COMMUNITY GARDEN GRANT	2000261 · Deferred Revenue 20	(46.08)
			CARPINTERIA VAL...	BEACH	2862308 · Supplies & Materials 62	(14.40)
			CARPINTERIA VAL...	SHERIFF	1013224 · Interior Maintenance	(92.33)
			CARPINTERIA VAL...	PW SUPPLIES	2531308 · Supplies & Materials 31	(6.69)
			CARPINTERIA VAL...	PW SUPPLIES	2531308 · Supplies & Materials 31	(6.53)
TOTAL						(1,057.48)
06/15/16	88291	CARPINTERIA VALLEY WATER DISTRICT	CARPINTERIA VAL...	MAY 2016 BILLING	1000101 · Operating Cash 10	

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05/28/16	MAY 2016 B...		CARPINTERIA VAL...	CIVIC CENTER	1013312 · Utility - Water 13	(369.48)
			CARPINTERIA VAL...	PARKING	3332312 · Utility - Water 32	(1,344.54)
			CARPINTERIA VAL...	PARKS	2361312 · Utility - Water 23	(6,733.56)
			CARPINTERIA VAL...	POOL	4866312 · Utility - Water 66	(1,095.05)
			CARPINTERIA VAL...	VETS HALL	4865309 · Misc Operating Expens...	(234.83)
			CARPINTERIA VAL...	PROJ 4865	1000251 · Development Deposits	(476.77)
TOTAL						(10,254.23)
06/15/16	88292	CARPINTERIA VETERINARY HOSPITAL INC	CARPINTERIA VET...		1000101 · Operating Cash 10	
05/06/16	256060		CARPINTERIA VET...	DOG LICENSE	1047213 · Animal Sheltering	(40.00)
05/13/16	256514		CARPINTERIA VET...	DOG LICENSE	1047213 · Animal Sheltering	(60.00)
05/26/16	257222		CARPINTERIA VET...	DOG LICENSE	1047213 · Animal Sheltering	(55.00)
TOTAL						(155.00)
06/15/16	88293	CHALLENGE ASPHALT INC	CHALLENGE ASP...	4860	1000101 · Operating Cash 10	
05/23/16	4860		CHALLENGE ASPH...	LISA ST	2531224 · Street Drainage Improv...	(2,600.00)
TOTAL						(2,600.00)
06/15/16	88294	CLASSIC CAR WASH	CLASSIC CAR WA...	MAY 2016 SERVICES	1000101 · Operating Cash 10	
06/14/16	MAY 2016 S...		CLASSIC CAR WASH	MAY 2016 SERVICES	1013307 · Vehicle Oper & Mainten...	(51.00)
TOTAL						(51.00)
06/15/16	88295	COAST AUTO PARTS, INC.	COAST AUTO PAR...	MAY 2016 BILLING	1000101 · Operating Cash 10	
05/31/16	MAY 2016 B...		COAST AUTO PAR...	VEHICLE MAINTENANCE	2531307 · Vehicle Oper & Mainten...	(45.17)
TOTAL						(45.17)
06/15/16	88296	COASTAL VIEW NEWS	COASTAL VIEW N...		1000101 · Operating Cash 10	
05/26/16	48089		COASTAL VIEW NE...	EMPLOYMENT AD	1016303 · Recruitment Advertising	(216.00)
05/26/16	48116		COASTAL VIEW NE...	LEGAL NOTICE	1011303 · Printing & Advertising 11	(63.00)
06/02/16	48144		COASTAL VIEW NE...	FIRST FRIDAY	1044302 · Marketing Materials	(952.00)
06/06/16	48160		COASTAL VIEW NE...	LEGAL NOTICE	1011303 · Printing & Advertising 11	(64.00)
06/06/16	48113		COASTAL VIEW NE...	LEGAL NOTICE	1011303 · Printing & Advertising 11	(132.00)
TOTAL						(1,427.00)
06/15/16	88297	COX COMMUNICATIONS	COX COMMUNICA...	001-3011-022093901	1000101 · Operating Cash 10	
06/01/16	0013011022...		COX COMMUNICA...	INTERNET SERVICES	1018222 · Equipment Maintenance	(132.00)
TOTAL						(132.00)

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06/15/16	88298	DAL POZZO TIRE CORP	DAL POZZO TIRE ...	INVOICE 78218	1000101 · Operating Cash 10	
05/25/16	78218		DAL POZZO TIRE C...	VEHICLE REPAIR & SERVICE	2531307 · Vehicle Oper & Mainten...	(215.00)
TOTAL						(215.00)
06/15/16	88299	DLT SOLUTIONS, INC.	DLT SOLUTIONS, I...	INVOICE #1174845	1000101 · Operating Cash 10	
06/14/16	1174845		DLT SOLUTIONS, I...	AUTOCAD SOFTWARE RENEWAL	1030305 · Dues & Subscriptions 30	(517.80)
TOTAL						(517.80)
06/15/16	88300	FIDELITY SECURITY LIFE INSURANCE	FIDELITY SECURIT...	INVOICE #2037213	1000101 · Operating Cash 10	
06/01/16	2037213		FIDELITY SECURIT...	JUNE 2016	1016194 · Wellness 16	(8.78)
			FIDELITY SECURIT...	JUNE 2016	1041194 · Wellness 41	(8.78)
			FIDELITY SECURIT...	JUNE 2016	1030194 · Wellness 30	(8.78)
			FIDELITY SECURIT...	JUNE 2016	1030194 · Wellness 30	(25.81)
			FIDELITY SECURIT...	JUNE 2016	1022194 · Wellness 22	(17.56)
			FIDELITY SECURIT...	JUNE 2016	2531194 · Wellness 31	(25.81)
			FIDELITY SECURIT...	JUNE 2016	1069194 · Wellness 69	(8.78)
			FIDELITY SECURIT...	JUNE 2016	1051194 · Wellness 51	(16.68)
			FIDELITY SECURIT...	JUNE 2016	1011194 · Wellness 11	(8.78)
			FIDELITY SECURIT...	JUNE 2016	1069194 · Wellness 69	(25.81)
			FIDELITY SECURIT...	JUNE 2016	1044194 · Wellness 44	(16.68)
			FIDELITY SECURIT...	JUNE 2016	2531194 · Wellness 31	(8.78)
			FIDELITY SECURIT...	JUNE 2016	1012194 · Wellness 12	(16.68)
TOTAL						(197.71)
06/15/16	88301	FIRST BANKCARD	FIRST BANKCARD		1000101 · Operating Cash 10	
05/26/16	2142		FIRST BANKCARD	BEACH PROGRAMS	4864302 · Purchases for Inventory...	(2,056.80)
			FIRST BANKCARD	AQUATICS GRANT	2000261 · Deferred Revenue 20	(22.98)
			FIRST BANKCARD	COMMUNITY GARDEN GRANT	2000261 · Deferred Revenue 20	(2,277.15)
			FIRST BANKCARD	AQUATICS GRANT	2000261 · Deferred Revenue 20	(7.08)
			FIRST BANKCARD	AQUATICS GRANT	2000261 · Deferred Revenue 20	(21.55)
05/26/16	1438		FIRST BANKCARD	BEACH	4864302 · Purchases for Inventory...	(51.98)
			FIRST BANKCARD	EMPLOYMENT AD	1016303 · Recruitment Advertising	(119.95)
			FIRST BANKCARD	GET WELL GIFT	1016320 · Pre-placement Health S...	(62.64)
			FIRST BANKCARD	MEMORIAL DAY BANNER	1051310 · Public Relations 51	(149.04)
			FIRST BANKCARD	RECRUITMENT AD	1016303 · Recruitment Advertising	(757.50)
			FIRST BANKCARD	RECRUITMENT AD	1016303 · Recruitment Advertising	(18.00)
05/26/16	9259		FIRST BANKCARD	PW OFFICE SUPPLIES	3332308 · Supplies & Materials 32	(43.18)
			FIRST BANKCARD	PW OFFICE SUPPLIES	3332308 · Supplies & Materials 32	(20.50)
05/26/16	1644		FIRST BANKCARD	HOST SUPPLIES	1045308 · Supplies & Materials 45	(73.96)
			FIRST BANKCARD	HOST SUPPLIES	1045308 · Supplies & Materials 45	(8.94)
			FIRST BANKCARD	CERT SUPPLIES	1024308 · Supplies & Materials 24	(28.24)
			FIRST BANKCARD	CERT SUPPLIES	1024308 · Supplies & Materials 24	(50.00)
			FIRST BANKCARD	CERT SUPPLIES	1024308 · Supplies & Materials 24	(87.19)
05/26/16	0570		FIRST BANKCARD	AQUATICS GRANT	2000261 · Deferred Revenue 20	(298.39)
			FIRST BANKCARD	AQUATICS GRANT	2000261 · Deferred Revenue 20	(274.96)
			FIRST BANKCARD	AQUATICS GRANT	2000261 · Deferred Revenue 20	(44.91)

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			FIRST BANKCARD	AQUATICS GRANT	2000261 · Deferred Revenue 20	(309.89)
			FIRST BANKCARD	HOST NAME TAGS	1045308 · Supplies & Materials 45	(82.48)
			FIRST BANKCARD	HOST MEETING	1045308 · Supplies & Materials 45	(78.35)
			FIRST BANKCARD	POOL	4866308 · Supplies & Materials 66	(59.77)
			FIRST BANKCARD	CERT TRAINING	1024308 · Supplies & Materials 24	(158.54)
			FIRST BANKCARD	CERT TRAINING	1024308 · Supplies & Materials 24	(117.59)
			FIRST BANKCARD	HOST KIOSK	1045308 · Supplies & Materials 45	(55.98)
			FIRST BANKCARD	HOST KIOSK	1045308 · Supplies & Materials 45	(129.14)
			FIRST BANKCARD	CPIC ANUAL STATEMENT OF INFORMATION	1051305 · Dues & Subscriptions 51	(19.93)
			FIRST BANKCARD	COMMUNITY GARDEN GRANT	2000261 · Deferred Revenue 20	(313.24)
			FIRST BANKCARD	COMMUNITY GARDEN GRANT	2000261 · Deferred Revenue 20	(318.95)
			FIRST BANKCARD	AQUATICS GRANT	2000261 · Deferred Revenue 20	(320.37)
TOTAL						(8,439.17)
06/15/16	88302	GRAINGER	GRAINGER	9116379885	1000101 · Operating Cash 10	
05/19/16	9116379885		GRAINGER	ROW	2531308 · Supplies & Materials 31	(111.03)
TOTAL						(111.03)
06/15/16	88303	GUZMAN, JOSEPHINE	GUZMAN, JOSEPH...	INVOICE #1013	1000101 · Operating Cash 10	
05/27/16	1013		GUZMAN, JOSEPHI...	05-23-16 CC MINUTES	1011221 · Contract Services 11	(175.00)
TOTAL						(175.00)
06/15/16	88304	HARTHORN, ROY	HARTHORN, ROY	1275	1000101 · Operating Cash 10	
06/11/16	1275		HARTHORN, ROY	BUILDING PLAN CHECK	1010188 · BLDG PLAN CHECK C...	(6,069.36)
TOTAL						(6,069.36)
06/15/16	88305	INT SOFTBOARDS	INT SOFTBOARDS	141019	1000101 · Operating Cash 10	
05/11/16	141019		INT SOFTBOARDS	JG PADDLE BOARDS	4867308 · Supplies & Materials 67	(2,315.52)
TOTAL						(2,315.52)
06/15/16	88306	JUAN O'S MOBILE REPAIR	JUAN O'S MOBILE ...	INVOICE 409	1000101 · Operating Cash 10	
06/01/16	409		JUAN O'S MOBILE ...	VEHICLE MAINTENANCE	2531307 · Vehicle Oper & Mainten...	(1,235.00)
TOTAL						(1,235.00)
06/15/16	88307	KIMBALL MIDWEST	KIMBALL MIDWEST	4907321	1000101 · Operating Cash 10	
05/16/16	4907321		KIMBALL MIDWEST	PW SUPPLIES	3332308 · Supplies & Materials 32	(190.54)
TOTAL						(190.54)

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06/15/16	88308	LEO'S SEWER AND DRAIN	LEO'S SEWER AN...	101103	1000101 · Operating Cash 10	
04/22/16	101103		LEO'S SEWER AN...	PARKS	2361221 · Miscellaneous Contracts	(385.00)
TOTAL						(385.00)
06/15/16	88309	LESLIE'S POOL SUPPLIES INC	LESLIE'S POOL SU...	3013-103247	1000101 · Operating Cash 10	
06/03/16	3013-103247		LESLIE'S POOL SU...	CITY POOL	4866338 · Chemicals	(3,897.36)
TOTAL						(3,897.36)
06/15/16	88310	LINCOLN FINANCIAL GROUP	LINCOLN FINANCI...	JUNE 2016	1000101 · Operating Cash 10	
05/20/16	JUNE 2016		LINCOLN FINANCIA...	JUNE 2016	1051191 · Life Insurance Premium...	(67.78)
			LINCOLN FINANCIA...	JUNE 2016	1011191 · Life Insurance Premium...	(107.68)
			LINCOLN FINANCIA...	JUNE 2016	1012191 · Life Insurance Premium...	(130.60)
			LINCOLN FINANCIA...	JUNE 2016	1013191 · Life Insurance Premium...	(34.68)
			LINCOLN FINANCIA...	JUNE 2016	1014191 · Life Insurance Premium...	(230.50)
			LINCOLN FINANCIA...	JUNE 2016	1016191 · Life Insurance Premium...	(177.46)
			LINCOLN FINANCIA...	JUNE 2016	1030191 · Life Insurance Premium...	(306.72)
			LINCOLN FINANCIA...	JUNE 2016	2531191 · Life Insurance Premium...	(195.74)
			LINCOLN FINANCIA...	JUNE 2016	1041191 · Life Insurance Premium...	(331.19)
			LINCOLN FINANCIA...	JUNE 2016	1042191 · Life Insurance Premium...	(200.61)
			LINCOLN FINANCIA...	JUNE 2016	1069191 · Life Insurance Premium...	(195.16)
			LINCOLN FINANCIA...	JUNE 2016	1022191 · Life Insurance Premium...	(138.51)
			LINCOLN FINANCIA...	JUNE 2016	3332191 · Life Insurance Premium...	(85.39)
			LINCOLN FINANCIA...	JUNE 2016	1044191 · Life Insurance Premium...	(112.40)
			LINCOLN FINANCIA...	JUNE 2016	2361191 · Life Insurance Premium...	(61.33)
			LINCOLN FINANCIA...	JUNE 2016	4868191 · Life Insurance Premium...	(70.26)
TOTAL						(2,446.01)
06/15/16	88311	MCCORMIX CORP	MCCORMIX CORP	INVOICE #916750	1000101 · Operating Cash 10	
05/31/16	916750		MCCORMIX CORP	PW VEHICLE FUEL	3332307 · Vehicle Oper & Mainten...	(142.58)
TOTAL						(142.58)
06/15/16	88312	MCCOY, MARGARET	MCCOY, MARGARET	REFUND	1000101 · Operating Cash 10	
05/31/16	REFUND		MCCOY, MARGARET	SWIM LESSON REFUND	4848401 · LEARN TO SWIM TUIT...	(110.00)
TOTAL						(110.00)
06/15/16	88313	MEDCO SUPPLY COMPANY	MEDCO SUPPLY C...	INVOICE 42082419	1000101 · Operating Cash 10	
05/13/16	42082419		MEDCO SUPPLY C...	POOL SUPPLIES	4863302 · Softball League Expens...	(69.02)
TOTAL						(69.02)
06/15/16	88314	MISSION UNIFORM SERVICE	MISSION UNIFORM...	MAY 2016 UNIFORM	1000101 · Operating Cash 10	

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05/13/16	MAY 2016 ...		MISSION UNIFORM...	UNIFORM EXPENSE	2531198 · Uniform Rental 31	(120.78)
			MISSION UNIFORM...	UNIFORM EXPENSE	3332198 · Uniform Rental 32	(120.74)
			MISSION UNIFORM...	UNIFORM EXPENSE	1013198 · Uniform Rental 13	(60.39)
			MISSION UNIFORM...	UNIFORM EXPENSE	2361198 · Uniform Rental 61	(60.39)
TOTAL						(362.30)
06/15/16	88315	MNS ENGINEERS INC	MNS ENGINEERS I...	67023	1000101 · Operating Cash 10	
05/25/16	67023		MNS ENGINEERS I...	ENGINEERING SERVICES	1000251 · Development Deposits	(200.00)
TOTAL						(200.00)
06/15/16	88316	PACIFIC PLUMBING SPECIALITIES	PACIFIC PLUMBIN...	INVOICE 808-0	1000101 · Operating Cash 10	
02/17/16	808-0		PACIFIC PLUMBIN...	SHERIFF STATION	1013224 · Interior Maintenance	(171.46)
TOTAL						(171.46)
06/15/16	88317	PRAXAIR	PRAXAIR		1000101 · Operating Cash 10	
05/13/16	3126590		PRAXAIR	BEACH	2862308 · Supplies & Materials 62	(80.98)
05/20/16	55230952		PRAXAIR	PW SUPPLIES	2531308 · Supplies & Materials 31	(27.60)
TOTAL						(108.58)
06/15/16	88318	RADIOSHACK	RADIOSHACK	ACCT: 00000403062193	1000101 · Operating Cash 10	
05/16/16	020837		RADIOSHACK	STREETS	3332308 · Supplies & Materials 32	(132.74)
TOTAL						(132.74)
06/15/16	88319	REAL GREEN GARDENING	REAL GREEN GAR...		1000101 · Operating Cash 10	
12/31/15	DECEMBE...		REAL GREEN GAR...	VARIOUS	2361221 · Miscellaneous Contracts	(6,226.86)
			REAL GREEN GAR...	SEASIDE	4865220 · Grounds Maintenance 65	(54.00)
01/31/16	001472		REAL GREEN GAR...	EL CARRO	2361221 · Miscellaneous Contracts	(314.90)
02/28/16	FEB 2016		REAL GREEN GAR...	BAILARD	2361306 · Bluffs Park Expense	(540.00)
			REAL GREEN GAR...	CARP CREEK	2361225 · Park Maintenance 61	(540.00)
			REAL GREEN GAR...	PROJ 4865	1000251 · Development Deposits	(75.00)
			REAL GREEN GAR...	PALM LINDEN TRAIL	2361225 · Park Maintenance 61	(540.00)
			REAL GREEN GAR...	MARSH	2861225 · Marsh Park Maintenance	(450.00)
			REAL GREEN GAR...	MONTE VISTA	2361225 · Park Maintenance 61	(1,375.00)
			REAL GREEN GAR...	SEASIDE	4865220 · Grounds Maintenance 65	(275.00)
			REAL GREEN GAR...	COASTAL VISTA	2861225 · Marsh Park Maintenance	(360.00)
			REAL GREEN GAR...	TAR PITTS	2861225 · Marsh Park Maintenance	(450.00)
			REAL GREEN GAR...	PROJ 4865	1000251 · Development Deposits	(120.60)
			REAL GREEN GAR...	VETS HALL	4865309 · Misc Operating Expens...	(59.40)
			REAL GREEN GAR...	VIOLA	2361306 · Bluffs Park Expense	(720.00)
02/28/16	FEBRUARY...		REAL GREEN GAR...	PARKS	2361221 · Miscellaneous Contracts	(2,203.26)
			REAL GREEN GAR...	SEASIDE	4865220 · Grounds Maintenance 65	(398.00)
03/31/16	MAR 2016		REAL GREEN GAR...	BAILARD	2361306 · Bluffs Park Expense	(540.00)

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04/30/16	APRIL 2016	REAL GREEN GAR...	REAL GREEN GAR...	CARP CREEK	2361225 · Park Maintenance 61	(540.00)
		REAL GREEN GAR...	REAL GREEN GAR...	PROJ 4865	1000251 · Development Deposits	(75.00)
		REAL GREEN GAR...	REAL GREEN GAR...	PALM LINDEN TRAIL	2361225 · Park Maintenance 61	(540.00)
		REAL GREEN GAR...	REAL GREEN GAR...	MARSH	2861225 · Marsh Park Maintenance	(450.00)
		REAL GREEN GAR...	REAL GREEN GAR...	MONTE VISTA	2361225 · Park Maintenance 61	(1,375.00)
		REAL GREEN GAR...	REAL GREEN GAR...	SEASIDE	4865220 · Grounds Maintenance 65	(275.00)
		REAL GREEN GAR...	REAL GREEN GAR...	COASTAL VISTA	2861225 · Marsh Park Maintenance	(360.00)
		REAL GREEN GAR...	REAL GREEN GAR...	TAR PITS	2861225 · Marsh Park Maintenance	(450.00)
		REAL GREEN GAR...	REAL GREEN GAR...	PROJ 4865	1000251 · Development Deposits	(120.60)
		REAL GREEN GAR...	REAL GREEN GAR...	VETS HALL	4865309 · Misc Operating Expens...	(59.40)
		REAL GREEN GAR...	REAL GREEN GAR...	VIOLA	2361306 · Bluffs Park Expense	(720.00)
		REAL GREEN GAR...	REAL GREEN GAR...	BAILARD	2361306 · Bluffs Park Expense	(600.00)
		REAL GREEN GAR...	REAL GREEN GAR...	CARP CREEK	2361225 · Park Maintenance 61	(600.00)
		REAL GREEN GAR...	REAL GREEN GAR...	PROJ 4865	1000251 · Development Deposits	(80.00)
		REAL GREEN GAR...	REAL GREEN GAR...	PALM LINDEN TRAIL	2361225 · Park Maintenance 61	(600.00)
		REAL GREEN GAR...	REAL GREEN GAR...	MARSH	2861225 · Marsh Park Maintenance	(500.00)
		REAL GREEN GAR...	REAL GREEN GAR...	MONTE VISTA	2361225 · Park Maintenance 61	(1,450.00)
		REAL GREEN GAR...	REAL GREEN GAR...	SEASIDE	4865220 · Grounds Maintenance 65	(275.00)
		REAL GREEN GAR...	REAL GREEN GAR...	COASTAL VISTA	2861225 · Marsh Park Maintenance	(400.00)
		REAL GREEN GAR...	REAL GREEN GAR...	TAR PITS	2861225 · Marsh Park Maintenance	(500.00)
		REAL GREEN GAR...	REAL GREEN GAR...	PROJ 4865	1000251 · Development Deposits	(134.00)
		REAL GREEN GAR...	REAL GREEN GAR...	VETS HALL	4865309 · Misc Operating Expens...	(66.00)
		REAL GREEN GAR...	REAL GREEN GAR...	VIOLA	2361306 · Bluffs Park Expense	(800.00)
		04/30/16	APRIL 2016	REAL GREEN GAR...	REAL GREEN GAR...	PARKS
TOTAL						(28,010.02)
06/15/16	88320	RED WING SHOE STORE	RED WING SHOE S...	000000001-131	1000101 · Operating Cash 10	
06/01/16	000000001-...		RED WING SHOE S...	SAFETY EQUIPMENT	3332308 · Supplies & Materials 32	(202.24)
TOTAL						(202.24)
06/15/16	88321	SANSUM CLINIC	SANSUM CLINIC		1000101 · Operating Cash 10	
05/27/16	120748-002		SANSUM CLINIC	COX	1016320 · Pre-placement Health S...	(111.00)
05/27/16	120748-003		SANSUM CLINIC	COX	1016320 · Pre-placement Health S...	(35.00)
TOTAL						(146.00)
06/15/16	88322	SANTA BARBARA PEST CONTROL	SANTA BARBARA ...		1000101 · Operating Cash 10	
03/14/16	69673		SANTA BARBARA ...	RODENT CONTROL	3332220 · Public Tree Maintenance	(45.00)
04/28/16	70897		SANTA BARBARA ...	RODENT CONTROL	3332220 · Public Tree Maintenance	(65.00)
04/28/16	70898		SANTA BARBARA ...	RODENT CONTROL	3332220 · Public Tree Maintenance	(125.00)
TOTAL						(235.00)
06/15/16	88323	SO CA EDISON	SO CA EDISON		1000101 · Operating Cash 10	
06/01/16	2-30-652-42...		SO CA EDISON	SEASIDE	4865309 · Misc Operating Expens...	(67.98)
06/01/16	2-32-832-75...		SO CA EDISON	PROJ 4865	1000251 · Development Deposits	(587.41)
			SO CA EDISON	VETS HALL	4865309 · Misc Operating Expens...	(289.34)

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06/02/16	2-26-504-72...		SO CA EDISON	STREET LIGHTING	2923210 · Traffic Signals	(27.63)
TOTAL						(972.36)
06/15/16	88324	SO CA GAS COMPANY	SO CA GAS COMP...		1000101 · Operating Cash 10	
06/03/16	01691395006		SO CA GAS COMP...	CIVIC CENTER	1013314 · Utility - Natural Gas	(168.20)
06/06/16	00651427007		SO CA GAS COMP...	POOL	4866314 · Utility - Natural Gas 66	(1,383.92)
06/06/16	01491432397		SO CA GAS COMP...	SEASIDE	4865309 · Misc Operating Expens...	(10.29)
06/09/16	14091430844		SO CA GAS COMP...	PROJ 4865	1000251 · Development Deposits	(66.67)
			SO CA GAS COMP...	VETS HALL	4865309 · Misc Operating Expens...	(32.83)
TOTAL						(1,661.91)
06/15/16	88325	SOLID WASTE SOLUTIONS INC	SOLID WASTE SO...	INVOICE #124	1000101 · Operating Cash 10	
06/01/16	124		SOLID WASTE SOL...	AB949 COORDINATION	3937221 · Solid Waste	(1,193.00)
TOTAL						(1,193.00)
06/15/16	88326	STAPLES ADVANTAGE	STAPLES ADVANT...		1000101 · Operating Cash 10	
05/19/16	3302816815		STAPLES ADVANT...	OFFICE SUPPLIES	1045308 · Supplies & Materials 45	(48.69)
			STAPLES ADVANT...	OFFICE SUPPLIES	1024308 · Supplies & Materials 24	(21.57)
			STAPLES ADVANT...	OFFICE SUPPLIES	1013308 · Supplies & Materials 13	(201.06)
05/19/16	3302816824		STAPLES ADVANT...	OFFICE SUPPLIES	1013308 · Supplies & Materials 13	(77.10)
05/19/16	3302816819		STAPLES ADVANT...	OFFICE SUPPLIES	1013308 · Supplies & Materials 13	(12.63)
05/21/16	3303086359		STAPLES ADVANT...	OFFICE SUPPLIES	2531308 · Supplies & Materials 31	(261.45)
TOTAL						(622.50)
06/15/16	88327	THE BOTTOM LINE	THE BOTTOM LINE	INVOICE #9128	1000101 · Operating Cash 10	
03/31/16	9128		THE BOTTOM LINE	QUICKBOOKS CONSULTING	1018220 · System Administration	(400.00)
TOTAL						(400.00)
06/15/16	88328	THE WHARF	THE WHARF	10660	1000101 · Operating Cash 10	
04/23/16	10660		THE WHARF	HUFF SAFETY BOOTS	2531308 · Supplies & Materials 31	(159.58)
TOTAL						(159.58)
06/15/16	88329	VENCO WESTERN INC	VENCO WESTERN ...	2500731-IN	1000101 · Operating Cash 10	
05/31/16	2500731-IN		VENCO WESTERN ...	PARKS	2361221 · Miscellaneous Contracts	(175.90)
TOTAL						(175.90)
06/15/16	88330	VILLAGE POOL SUPPLY	VILLAGE POOL SU...	ACCOUNT #C159	1000101 · Operating Cash 10	

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05/06/16	26110		VILLAGE POOL SU...	POOL	4866338 · Chemicals	(58.95)
05/07/16	25014		VILLAGE POOL SU...	POOL	4866338 · Chemicals	(37.37)
TOTAL						(96.32)
06/15/16	88331	WEST COAST ARBORIST INC	WEST COAST ARB...	114572	1000101 · Operating Cash 10	
03/31/16	114572		WEST COAST ARB...	TREE MAINTENANCE	2732220 · Public Tree Maintenanc...	(13,967.00)
TOTAL						(13,967.00)
06/15/16	88332	SANTA BARBARA PEST CONTROL	SANTA BARBARA ...		1000101 · Operating Cash 10	
05/17/16	71417		SANTA BARBARA ...	RODENT CONTROL	3332220 · Public Tree Maintenance	(45.00)
05/17/16	71418		SANTA BARBARA ...	RODENT CONTROL	3332220 · Public Tree Maintenance	(65.00)
TOTAL						(110.00)
06/15/16	88333	AIR DELIGHTS INC.	AIR DELIGHTS INC.	47111	1000101 · Operating Cash 10	
05/24/16	47111		AIR DELIGHTS INC.	VIOLA RESTROOM SUPPLIES	2361221 · Miscellaneous Contracts	(175.91)
TOTAL						(175.91)
06/15/16	88334	BIG GREEN CLEANING COMPANY	BIG GREEN CLEA...		1000101 · Operating Cash 10	
05/25/16	477028		BIG GREEN CLEAN...	JANITORIAL SERVICE	3332221 · Miscellaneous Contract...	(126.00)
05/25/16	477020		BIG GREEN CLEAN...	ROW	3937302 · Environmental Services	(65.00)
TOTAL						(191.00)
06/15/16	88335	CROCKER REFRIGERATION	CROCKER REFRIG...	0001012507	1000101 · Operating Cash 10	
05/24/16	0001012507		CROCKER REFRIG...	VETS HALL REFRIGERATOR	4865309 · Misc Operating Expens...	(916.26)
TOTAL						(916.26)
06/15/16	88336	MSC INDUSTRIAL SUPPLY CO. INC	MSC INDUSTRIAL ...	INVOICE C77353386	1000101 · Operating Cash 10	
05/23/16	C77353386		MSC INDUSTRIAL ...	CITY HALL	1013224 · Interior Maintenance	(127.10)
TOTAL						(127.10)
06/15/16	88337	SANTA BARBARA COUNTY, SHERIFF'S D...	SANTA BARBARA ...	16-292	1000101 · Operating Cash 10	
05/31/16	16-292		SANTA BARBARA ...	SHERIFF OVERTIME	1021215 · Sheriff's Overtime	(62.98)
TOTAL						(62.98)
06/15/16	88338	SANTA BARBARA PEST CONTROL	SANTA BARBARA ...		1000101 · Operating Cash 10	

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05/17/16	72003		SANTA BARBARA ...	RODENT CONTROL	3332220 · Public Tree Maintenance	(65.00)
05/17/16	72004		SANTA BARBARA ...	PROJ 4865	1000251 · Development Deposits	(30.15)
			SANTA BARBARA ...	VETS HALL	4865309 · Misc Operating Expens...	(14.85)
06/01/16	73602		SANTA BARBARA ...	RODENT CONTROL	3332223 · Chemical Treatment	(690.00)
TOTAL						(800.00)
06/15/16	88339	SO CA EDISON	SO CA EDISON	2-01-201-6465	1000101 · Operating Cash 10	
06/08/16	2-01-201-64...		SO CA EDISON	STREET LIGHTING	2923220 · Street Lighting	(7,403.45)
TOTAL						(7,403.45)
06/15/16	88340	THE STORAGE PLACE	THE STORAGE PL...	STORAGE JUNE 2016	1000101 · Operating Cash 10	
06/03/16	7291		THE STORAGE PL...	OFFSITE STORAGE RENTAL	1013221 · Miscellaneous Contract...	(325.00)
TOTAL						(325.00)
06/15/16	88341	TIPSY INC	TIPSY INC	INVOICE 223367	1000101 · Operating Cash 10	
05/23/16	223367		TIPSY INC	BEACH CONCESSION - ADULTS & KIDS T-SHI...	4864302 · Purchases for Inventory...	(329.69)
TOTAL						(329.69)
06/15/16	88342	WEST COAST ARBORIST INC	WEST COAST ARB...	115618	1000101 · Operating Cash 10	
04/30/16	115618		WEST COAST ARB...	TREE MAINTENANCE	2732220 · Public Tree Maintenanc...	(8,432.00)
TOTAL						(8,432.00)
06/15/16	88343	WESTERN EXTERMINATOR COMPANY	WESTERN EXTER...	MAY 2016 BILLING	1000101 · Operating Cash 10	
05/31/16	MAY 2016		WESTERN EXTER...	PROJ 4865 MEDICAL CLINIC	1000251 · Development Deposits	(48.50)
TOTAL						(48.50)
06/15/16	88344	ICMA MEMBERSHIP RENEWALS	ICMA MEMBERSHI...	MEMBER #391466 MEMBERSHIP RENEWAL	1000101 · Operating Cash 10	
06/02/16	2016-2017 ...		ICMA MEMBERSHI...	2016-2017 MEMBERSHIP RENEWAL	1012305 · Dues & Subscriptions 12	(1,272.79)
TOTAL						(1,272.79)
TOTAL						\$395,195.00



City of Carpinteria

COUNCIL AGENDA STAFF REPORT June 27, 2016

ITEM FOR COUNCIL CONSIDERATION

Application to the State of California for an Environmental Enhancement Mitigation (EEM) Program grant for funds to purchase coastal open space.

STAFF RECOMMENDATION

Action Item; X Non-Action Item

Adopt Resolution No. 5679 approving the application for grants funds for the Environmental Enhancement and Mitigation Program to purchase coastal open space.

MOTION: I move to adopt Resolution No. 5679, as read by title only.

BACKGROUND

The Legislature and Governor of the State of California have enacted Section 164.56 of the California Streets and Highways Code, which is intended to provide grant funds to local, state and federal agencies and nonprofit entities for projects to enhance and mitigate the environmental impacts of modified or new public transportation facilities.

In the Carpinteria area, new transportation facilities projects include the Mussel Shoals widening and bicycle lane project, the US 101 Linden Avenue/Casitas Pass Road Interchanges Project, widening will begin construction in September 2016, and the South Coast HOV widening between Carpinteria and Summerland.

Impacts of this project to be enhanced and mitigated by the EEM Program project include the removal of 2.51 acres of open space recreation land; impacts to visual and storm water resources due to additional pavement, larger bridge structures, new sound and retaining walls and loss of mature vegetation resulting in a visual change from suburban to urban; temporary impacts to riparian vegetation and removal of two oak trees; permanent filling of coastal wetlands; removal of trees used by red-tailed hawks for nesting; temporary and permanent impacts to aquatic wildlife and migratory birds.

Caltrans has awarded a construction contract for the project, scheduled to begin in September 2016.

DISCUSSION

The City has been approached by the Land Trust for Santa Barbara County (LTSBC) asking for the City's cooperation in acquiring 21 acres of coastal open space in Bluffs Area III for public coastal access and preservation of Open Space.

The LTSBC is interested in transferring ownership to the City if sufficient funding can be obtained to retire a mortgage and establish an endowment fund for property management.

The City is eligible to apply for EEM Program Grant funds up to \$500,000 for land acquisition projects that comply with the criteria of the grant program. Staff believes that the Bluffs III acquisition project is an excellent candidate and will score well in the EEM Program for funding.

If the City is successful and is offered a grant, it can apply the funds to purchase Property from LTSBC.

POLICY CONSIDERATIONS

The Carpinteria General Plan and Local Coastal Plan envisions support preservation of native plants, expansion of public trails, protection of environmentally sensitive habitat areas, and protection of view sheds. Please see the follow Objectives of the City's GP/LCP.

Objective OSC-7: Conserve native plant communities.

Objective OSC-13: Preserve Carpinteria's visual resources.

Objective OSC-15: Maintain the existing trail system and provide additional recreation and access opportunities by expanding the trail system.

FINANCIAL CONSIDERATIONS

If the grant application is successful and a grant is offered to the City, a thorough financial analysis of the acquisition and long term management will be prepared for City Council consideration. In this case, the City Council may accept the grant and acquire the property or decline the grant.

LEGAL

Should the City accept the grant, if awarded, the State of California will have an interest in the property that requires the City to operate the property consistent with the EEM Program criteria.

OPTIONS

The City Council could provide additional direction to staff regarding the subject grant application.

PRINCIPAL PARTIES EXPECTED AT MEETING

None

ATTACHMENTS

Resolution No. 5679

Staff contact: Matthew Roberts, Parks and Recreation Director

(805) 684-5405 x449 Mattr@ci.Carpinteria.ca.us


Signature

Signature

Reviewed by: Dave Durflinger, City Manager

RESOLUTION NO. 5679

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA APPROVING THE APPLICATION FOR GRANT FUNDS FOR THE ENVIRONMENTAL ENHANCEMENT AND MITIGATION (EEM) PROGRAM

WHEREAS, the Legislature and Governor of the State of California have enacted Section 164.56 of the California Streets And Highways Code, which is intended to provide grant funds to local, state and federal agencies and nonprofit entities for projects to enhance and mitigate the environmental impacts of modified or new public transportation facilities; and

WHEREAS, the California Natural Resources Agency has been delegated the responsibility for the administration of this grant program, establishing necessary procedures and criteria, and is required to submit to the California Transportation Commission a list of recommended projects from which the grant recipients will be selected; and

WHEREAS, said procedures established by the California Natural Resources Agency require a resolution certifying the approval of an application by the Applicants governing board before submission of said application to the State; and

WHEREAS, the Applicant, if selected, will enter into an agreement with the State of California to carry out the Project.

NOW, THEREFORE, BE IT RESOLVED that the Carpinteria City Council:

1. Approves the filing of an application for the Carpinteria Bluffs III Acquisition; and
2. Certifies that the City understands the requirements of the Program Guidelines; and
3. Certifies that the City or title holder will have sufficient funds to operate and maintain the project consistent with the land tenure requirements; or will secure the resources to do so; and
4. Certifies that the City will record a document against the real property that defines the State's interest in the property whether the Grantee owns the property or not; and
5. Certifies that the City will comply with the provisions of Section 1771.5 of the State Labor Code regarding payment of prevailing wages on Projects awarded EEM Program Funds; and

6. If applicable, certifies that the project will comply with any laws and regulations including, but not limited to, legal requirements for building codes, health and safety codes, disabled access laws, environmental laws and that, prior to commencement of construction, all applicable licenses and permits will have been obtained; and
7. Certifies that the City will work towards the Governor's State Planning Priorities intended to promote equity, strengthen the economy, protect the environment, and promote public health and safety as included in Government Code Section 65041.1; and
8. Appoints the City Manager, or designee, as agent to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, payment requests etc., which may be necessary for the completion of the aforementioned project.

PASSED, APPROVED AND ADOPTED on June 27, 2016, by the following vote:

AYES: COUNCILMEMBER(S):

NOES: COUNCILMEMBER(S):

ABSENT: COUNCILMEMBER(S):

ABSTAIN: COUNCILMEMBER(S):

Mayor, City of Carpinteria

ATTEST:

City Clerk, City of Carpinteria

I hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Carpinteria held on June 27, 2016.

City Clerk, City of Carpinteria

APPROVED AS TO FORM:

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



City of Carpinteria

COUNCIL AGENDA STAFF REPORT June 27, 2016

ITEM FOR COUNCIL CONSIDERATION

Review of Conflict of Interest Code

STAFF RECOMMENDATION

Action Item X; Non-Action Item ____

Direct Staff to review the City's Conflict of Interest Code and prepare any necessary updates.

Motion: I move to direct staff to review the City's Conflict of Interest Code and prepare any necessary updates.

BACKGROUND/DISCUSSION

The Political Reform Act requires each local government agency to review its Conflict of Interest Code biennially to incorporate any new regulations, requirements or designated positions (Gov. Code §81000 et seq.) The City Council as the code reviewing body for the City must initiate the review of the City's Conflict of Interest Code by July 1, 2016. Therefore, the City Council should direct staff to review its Conflict of Interest Code to determine if an amendment is required. If no amendment is required, a statement to that effect must be submitted to the City Council by no later than October 1, 2016 (Gov. Code §87306.5)

FINANCIAL CONSIDERATIONS

There are no financial considerations.

LEGAL

State law requires all local agencies to conduct a biennial review its Conflict of Interest Code.

ATTACHMENTS

Resolution No. 5550

Staff contact: Fidela Garcia, City Clerk
(805) 755-4403; fidelag@ci.carpinteria.ca.us


Signature

Reviewed by: Dave Durflinger, City Manager


Signature

RESOLUTION NO. 5550

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA
APPROVING AN AMENDMENT OF ITS CONFLICT OF INTEREST CODE**

WHEREAS, the Political Reform Act, Government Code section 81000 *et seq.*, requires each state and local government agency to adopt and promulgate a conflict of interest code; and

WHEREAS, the City may amend its conflict of interest code pursuant to sections 87303 and 87306 of the Government Code; and

WHEREAS, the Fair Political Practices Commission has adopted a regulation, 2 California Code of Regulations section 18730, which contains the terms of a standard conflict of interest code; and

WHEREAS, section 18730 may be incorporated by reference to constitute the amendment of a conflict of interest code within the meaning of Government Code section 87306; and

WHEREAS, section 18730 may be amended by the Fair Political Practices Commission to conform to amendments in the Fair Political Reform Act after public notice and hearings; and

WHEREAS, the Fair Political Practices Commission requires that the City review its conflict of interest code every other year and make amendments as are necessary; and

WHEREAS, the City has reviewed its conflict of interest code and desires to update the list of designated officials and employees.

**NOW, THEREFORE, THE CARPINTERIA CITY COUNCIL HEREBY
RESOLVES AS FOLLOWS:**

1. The Carpinteria City Council adopts, as its conflict of interest code, (i) the terms of 2 California Code of Regulations section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission, which are hereby incorporated by reference, (ii) the attached Appendix A-1 (designated officials and employees), and (iii) the attached Appendix A-2 (disclosure categories).

2. Designated employees shall file statements of economic interests with the City of Carpinteria, which shall make the statements available for public inspection and reproduction in accordance with Government Code section 81008.

3. The Carpinteria City Council authorizes the City Manager, Dave Durlinger, to sign the 2014 Local Agency Biennial Notice, attached hereto as Appendix A-3.

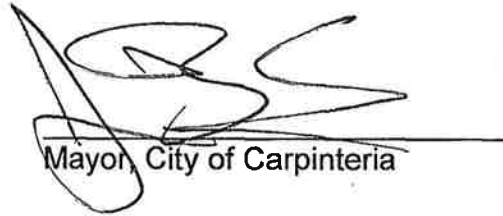
PASSED, APPROVED AND ADOPTED this 22nd day of September, 2014, by the following called vote:

AYES: COUNCILMEMBER: CARTY, CLARK, NOMURA, SHAW AND STEIN

NOES: COUNCILMEMBER: NONE

ABSENT: COUNCILMEMBER: NONE

ABSTAIN: COUNCILMEMBER: NONE



Mayor, City of Carpinteria

ATTEST:

City Clerk, City of Carpinteria



Fidela Garcia

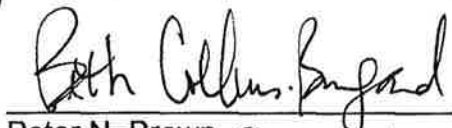
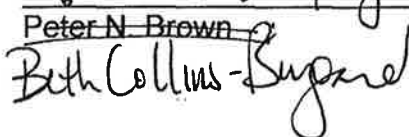
I hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of the City of Carpinteria held the 22nd day of September, 2014.

City Clerk, City of Carpinteria



Fidela Garcia

APPROVED AS TO FORM:

 **City Attorney**

~~Peter N. Brown~~


APPENDIX A – 1

DESIGNATED OFFICIALS AND EMPLOYEES

General Government	Categories
City Clerk	1, 2, 3, 4, 5, 6
Assistant to the City Manager	1, 2, 3, 4, 5, 6
Volunteer and Emergency Services Coordinator	1, 2, 3, 4, 5, 6
Public Works Director/City Engineer	1, 2, 3, 4, 5, 6
Civil Engineer	1, 2, 3, 4, 5, 6
Management Analyst	1, 2, 3, 4, 5, 6
Public Works Supervisor	1, 2, 3, 4, 5, 6
Environmental Coordinator	1, 2, 3, 4, 5, 6
Engineering Technician	1, 2, 3, 4, 5, 6
Administrative Services Director	1, 2, 3, 4, 5, 6
Human Resources Administrator/Risk Manager	1, 2, 3, 4, 5, 6
Finance Supervisor	1, 2, 3, 4, 5, 6
Parks and Recreation Director	1, 2, 3, 4, 5, 6
Community Development Director	1, 2, 3, 4, 5, 6
Building Inspector	1, 2, 3, 4, 5, 6
Code Compliance Supervisor	1, 2, 3, 4, 5, 6
Senior Planner	1, 2, 3, 4, 5, 6
Associate Planner	1, 2, 3, 4, 5, 6
Assistant Planner	1, 2, 3, 4, 5, 6
Consultants	
City Attorney's Office	1, 2, 3, 4, 5, 6
Other Consultants ¹	1, 2, 3, 4, 5, 6
Other	
Mobile Home Park Rent Stabilization Board Members	1, 2, 3, 4, 5, 6
Architectural Review Board Members	1, 2, 3, 4, 5, 6
Parking and Business Improvement Area Advisory Board Members	1, 2, 3, 4, 5, 6
Carpinteria First Committee Members	1, 2, 3, 4, 5, 6

Note: City Council Members, City Manager, City Treasurer, and the Planning Commissioners are required to file Conflict of Interest Statements pursuant to Government Code Section 87200, et seq.

¹Consultants are considered to be "designated employees." However, the City Manager may determine in writing that a particular consultant, although in a "designated position," performs a limited range of duties and should not be required to fully comply with the disclosure requirements described in this section. Such written determination shall include a written description of the consultant's duties and, based upon that description, a statement of the extent of the disclosure requirements. The City Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

APPENDIX A – 2

DISCLOSURE CATEGORIES

Category 1: Interests in real property located within the jurisdiction of the City,² including any leasehold, beneficial or ownership interest or option to acquire such interest in real property.

Category 2: Business positions or investments in or income from persons or businesses which have an interest in real property in the City or which are engaged in the appraisal, acquisition, or disposal of real property within the jurisdiction of the City.

Category 3: Business positions or investments in business entities and income from any source doing business within the City or having done business within the City during the two years prior to the date of the disclosure statement.

Category 4: Business positions or investments in business entities or income from any source, if the business entities or sources of income are of the type which are subject to the regulation or supervision of the City, including, but not limited to, the issuance or granting of franchises, building permits or other use or business permits or any other land use control or regulation.

Category 5: Business positions or investments in business entities contracting with, or selling to, the City, or which foreseeably will contract with or sell to the City.

Category 6: Business positions or investments in business entities and income from any sources, if:

- a) The business entities or sources of income have filed a claim, or have a claim pending against the City; and
- b) The designated employee's duties involve the handling or processing of such claim.

²Real property is located within the jurisdiction of the City if any part of the property is located within or not more than two miles outside the boundaries of the City, or within two miles of any land owned or used by the City.

2014 Local Agency Biennial Notice

Name of Agency: City of Carpinteria
 Mailing Address: 5775 Carpinteria Avenue, Carpinteria, CA 93013
 Contact Person: Fidela Garcia, City Clerk Phone No: (805) 684-5405
 E-Mail: fidelag@ci.carpinteria.ca.us

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions.

This agency has reviewed its conflict of interest code and has determined that (check one box):

☒ **An amendment is required. The following amendments are necessary:**

(Mark all that apply.)

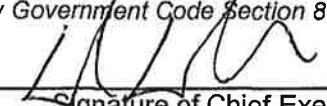
- Include new positions (including consultants) that must be designated
- Revise disclosure categories
- Revise the titles of existing positions
- Delete positions that no longer make or participate in making governmental decisions
- Other (describe) _____

☐ **The code is currently under review by the code reviewing body.**

☐ **No amendment is required.** (If your code is more than five years old, amendments may be necessary.)

Verification

This agency's conflict of interest code accurately designates all positions that make or participate in the making of governmental decisions. The disclosure categories assigned to those positions accurately require the disclosure of all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding designated positions. The code includes all other provisions required by Government Code Section 87302.



 Signature of Chief Executive Officer

9/23/14

 Date

Complete and return this notice regardless of how recently your code was approved or amended. Please return this notice no later than **October 1, 2014**, or by the date specified by your agency, if earlier, to:

(PLACE RETURN ADDRESS OF THE CODE REVIEWING BODY HERE)

City Council, City of Carpinteria, 5775 Carpinteria Avenue, Carpinteria, CA 93013

PLEASE DO NOT RETURN THIS FORM TO THE FPPC



City of Carpinteria

COUNCIL AGENDA STAFF REPORT June 27, 2016

ITEM FOR COUNCIL CONSIDERATION

Approval of Program Supplement Agreement with Caltrans Related to the Carpinteria Avenue Bridge Replacement Project

STAFF RECOMMENDATION

Action Item X ; Non-Action Item

Approve and authorize the City Manager to sign the Program Supplement Agreement with Caltrans for the Carpinteria Avenue Bridge Replacement Project.

Motion: I move to approve and authorize the City Manager to sign the Program Supplement Agreement with Caltrans for the Carpinteria Avenue Bridge Replacement Project.

BACKGROUND

Carpinteria Avenue, including the Carpinteria Creek Bridge, serves as the main east-west roadway in the City. The roadway and bridge also serve as an important alternative route to U.S. 101 during emergencies. The last inspection report by the California Department of Transportation (Caltrans) was completed in November 2012. The bridge received a low rating because it is structurally deficient and does not pass the 100-year flood. Being that this bridge serves as a widely used arterial road in the City, it is critical to replace the existing bridge structure in order to make it more structurally sound and pass the 100-year flood.

In 2010, the City secured Federal funding through the Highway Bridge Program to address the structural deficiencies of the 1937 Carpinteria Avenue Bridge over Carpinteria Creek. Caltrans Division of Local Assistance manages the Highway Bridge Program for the Federal Highway Administration. Since the award of the grant to the City, the Department of Public Works has worked closely with Caltrans District No. 5 Local Assistance on proceeding with the Preliminary Engineering (PE) Phase of this

project. The PE phase includes all conceptual design, environmental review, permitting and final engineering design work.

The purpose of this item is to request approval of a Program Supplement Agreement with Caltrans to continue receiving Federal funds for the project.

DISCUSSION

The City has a Master Agreement with the California Department of Transportation (acting through their delegated authority from the Federal Highway Administration) that the City Council authorized via Resolution No. 5240 in March 2010. The Master Agreement is required to establish the terms and conditions under which the City of Carpinteria may receive federal funding for any federally funded transportation project.

The execution of a Program Supplement Agreement to the Master Agreement for a specific project is required to further define the conditions under which the City may receive federal reimbursement. A Program Supplement is usually executed when additional federal funding is allocated for the specific project. The City executed a Program Supplement in July 2011 to initiate the project. A second Program Supplement was executed in May 2014, due to additional Preliminary Engineering funds being obligated to the City.

On May 19, 2016, Caltrans authorized the use of Federal funds for the Right-of-Way/Acquisition Phase of the project. This phase will include Right-of-Way Certification, utility coordination, temporary construction easements, and coordination with affected property owners. The purpose of the Right-of-Way Certification is to document that any interests necessary for the project have been, or are being secured, and physical obstructions including buildings, utilities and railroads have been, or will be removed, relocated or protected as required for construction, operations and maintenance of the proposed project. The project requires no additional land to be acquired only utility relocation. The total cost of this phase is \$400,000 of which the grant will pay 88.53% (\$354,120) and the City contributing 11.47% (\$45,880).

Approving and authorizing the Supplement Agreement is a part of the process to receive Federal funds and proceed with the Right-of-Way/Acquisition Phase of the project.

POLICY CONSISTENCY

The Carpinteria Avenue Bridge Replacement Project is included in the City's Capital Improvement Program / Development Impact Fee Program and it addresses many of the goals and policy statements in the City's General Plan and other policy documents including the following:

- *The purpose of the Circulation Element is to designate an efficient system of streets and highways that will provide adequate linkages between land uses in*

the City. This Element complements the Land Use Element by contributing to the achievement of the economic, physical, and social goals of the community.

- *Circulation and infrastructure needs are typically granted high priority in municipal capital budgets.*
- *C-1b. The City shall strive to improve vehicular and pedestrian over crossings of the freeway and the various creeks while respecting their habitat value and sensitivity.*
- *OSC-6a. Support the preservation of creeks and their corridors as open space, and maintain and restore riparian habitat to protect the community's water quality, wildlife diversity, aesthetic values, and recreation opportunities.*
- *OSC-6b. Protect and restore degraded creeks on City-owned land where protection and restoration does not interfere with good flood control practices.*
- *Creeks Preservation Program Implementation Policy 2.10, Implementation Measure 2.10.2. The City will specifically promote, through both public and private efforts, the aquatic and riparian habitats of Carpinteria Creek for restoration. (This policy includes several more elements that can be found on Pages 3-34 to 3-36).*

FINANCIAL CONSIDERATIONS

This project is being funded through the Federal Highway Bridge Program (HBP) and the City's Development Impact Fee Program and Measure A funds. The HBP requires a local match to the Federal funding it provides. The City will provide the minimum match which is 11.47% of the total cost.

LEGAL

There are no legal issues presented with this item.

OPTIONS

The Council could choose not to approve nor authorize the City Manager to sign the Program Supplement; however, this would jeopardize the City receiving grant funds and completing the high priority Carpinteria Avenue Bridge Replacement Project.

PRINCIPAL PARTIES EXPECTED AT MEETING

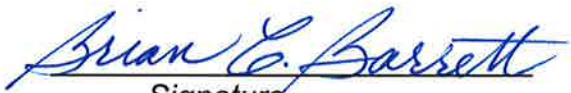
There are no principal parties expected at the meeting.

ATTACHMENTS

Attachment A: Program Supplement No. N006 Rev. 2
Attachment B: Adopted Resolution No. 5240

Staff contact:

Brian C. Barrett, Management Analyst
(805) 755-4446
brianb@ci.carpinteria.ca.us


Signature

Reviewed by:
Charles W. Ebeling, P.E., Public Works Director


Signature

Reviewed by: Dave Durflinger, City Manager


Signature

Attachment A
Program Supplement No. N006 Rev. 2

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PROGRAM SUPPLEMENT NO. N006 Rev. 2
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 05-5397R

Adv Project ID Date: May 27, 2016
0500020333 Location: 05-SB-0-CARP
Project Number: BRLS-5397(010)
E.A. Number: 05-930331
Locode: 5397

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 04/30/10 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. _____ approved by the Administering Agency on _____
(See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

PROJECT LOCATION:

In the City of Carpinteria at Carpinteria Avenue Bridge #51C0172

TYPE OF WORK: Bridge Replacement

LENGTH: 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds	
			LOCAL	OTHER
\$1,976,000.00	L1CR	\$265,590.00	\$226,647.00	\$0.00
	LQC0	\$287,723.00		
	M240	\$841,920.00		
	Z001	\$354,120.00		

CITY OF CARPINTERIA

STATE OF CALIFORNIA
Department of Transportation

By _____

Title _____

Date _____

Attest _____

By _____
Chief, Office of Project Implementation
Division of Local Assistance

Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer _____

Date

5/31/16

\$1,749,353.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

TO: STATE CONTROLLER'S OFFICE Claims Audits 3301 "C" Street, Rm 404 Sacramento, CA 95816	DATE PREPARED: 27-May-16	PROJECT NUMBER: 0500020333
	REQUISITION NUMBER / CONTRACT NUMBER: CT 055397006N	

FROM:

Department of Transportation

SUBJECT:

Encumbrance Document

VENDOR / LOCAL AGENCY:

City of Carpinteria

CONTRACT AMOUNT:

\$1,749,353.00

PROCUREMENT TYPE:

Local Assistance

[illegible]

ADA Notice

For individuals with sensory disabilities, this document is available in alternate formats. For information, call (915) 654-6410 or TDD (916) -3880 or write Records and Forms Management, 1120 N. Street, MS-89, Sacramento, CA 95814.

SPECIAL COVENANTS OR REMARKS

1. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.
2.
 - A. ADMINISTERING AGENCY shall conform to all State statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of Federal Regulation (CFR) and 2 CFR Part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.
 - B. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.
 - C. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.
 - D. Indirect Cost Allocation Plan/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.
 - E. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.
 - F. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty

SPECIAL COVENANTS OR REMARKS

(30) days of such invoice.

G. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

H. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

I. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

J. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

K. STATE reserves the right to conduct technical and financial audits of PROJECT WORK and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by the following paragraph:

ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT, and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.

L. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices set to or paid by STATE.

SPECIAL COVENANTS OR REMARKS

M. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends \$750,000 or more in Federal Funds in a single fiscal year of the Catalogue of Federal Domestic Assistance.

N. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.

O. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contracts over \$10,000, or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

P. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions B, C, F, H, I, K, and L under Section 2 of this agreement.

3. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).
4. In the event that right of way acquisition for or construction of this project of the initial federal authorization for preliminary engineering is not started by the close of the tenth fiscal year following the fiscal year in which the project is authorized, the ADMINISTERING AGENCY shall repay the Federal Highway Administration through Caltrans the sum of Federal funds paid under the terms of this agreement.
5. STATE and LOCAL AGENCY agree that any additional funds which might be made available by future Federal obligations will be encumbered on this PROJECT by use of a STATE approved "Authorization to Proceed" and Finance Letter. LOCAL AGENCY agrees that Federal funds available for reimbursement will be limited to the amounts obligated by the Federal Highway Administration.
6. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if

SPECIAL COVENANTS OR REMARKS

PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

7. The Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
8. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal

SPECIAL COVENANTS OR REMARKS

year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

9. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Please refer to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

10. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Exclusion List. Exclusions can be found at www.sam.gov.

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Attachment B
Adopted Resolution No. 5240

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RESOLUTION NO. 5240

**A RESOLUTION OF THE
CITY COUNCIL OF THE CITY OF CARPINTERIA**

**AUTHORIZING THE CITY MANAGER TO EXECUTE MASTER AGREEMENTS,
PROGRAM SUPPLEMENT AGREEMENTS, FUND EXCHANGE AGREEMENTS,
FUND TRANSFER AGREEMENTS AND ANY AMMENDMANTS THERETO WITH THE
CALIFORNIA DEPARTMENT OF TRANSPORTATION, AND TO ADMINISTER THE
LOCAL AGENCY-STATE AGREEMENT FOR FEDERAL FUNDED PROJECTS
(MASTER AGREEMENT NO. 05-5397R) AND PROGRAM SUPPLEMENT
AGREEMENTS (AGREEMENT NO. 005-N)**

WHEREAS, The City of Carpinteria is eligible to receive federal and/or state funding for certain Transportation projects, through the California Department of Transportation; and

WHEREAS, Master Agreements, Program Supplement Agreements, Fund Exchange Agreements and/or Fund Transfer Agreements need to be executed with the California Department of Transportation before such funds could be claimed; and

WHEREAS, the City wishes to delegate authorization to execute these agreements and any amendments thereto to the City Manager, who will hereby be authorized to execute all Master Agreements, Program Supplement Agreements, Fund Exchange Agreements, Fund Transfer Agreements and any amendments thereto with the California Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED that the Carpinteria City Council as follows:

That the City Manager of the City of Carpinteria is hereby authorized and directed to execute Administering Agency-State Agreements for Federal Aid Projects (Master Agreement No. 05-5397) and for State-Aid Projects (Master Agreement 000395) between the City of Carpinteria and the State of California Department of Transportation.

PASSED, APPROVED AND ADOPTED this 22nd day of March 2010 by the following called votes:

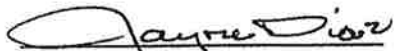
AYES: COUNCILMEMBER: Reddington, Stein, Carty, Clark

NOES: COUNCILMEMBER: Armendariz

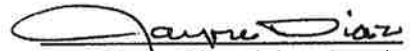
ABSENT: COUNCILMEMBER: None


Mayor, City of Carpinteria

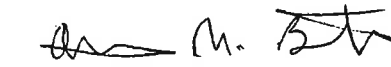
ATTEST:


City Clerk, City of Carpinteria

I hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of the City of Carpinteria held the 22nd day of March 2010.


City Clerk, City of Carpinteria

APPROVED AS TO FORM:


City Attorney



City of Carpinteria

COUNCIL AGENDA STAFF REPORT June 27, 2016

ITEM FOR COUNCIL CONSIDERATION

Designation of Voting Delegate and Alternate for the League of California Cities Annual Conference

STAFF RECOMMENDATION

Action Item X ; Non-Action Item

That the City Council take the following action:

1. Approve the travel request of Vice Mayor Shaw and Councilmember Nomura to attend the League of California Cities Annual 2016 Annual Conference in Long Beach.
2. Designate a voting delegate and alternate from among the two Council representatives.

Motion: I move to designate _____ as the City's voting delegate, _____ as the City's voting alternate, and approve travel for both Vice Mayor Shaw and Councilmember Nomura to the League's 2016 Annual Conference in Long Beach.

BACKGROUND/DISCUSSION

The League of California Cities (League) 2016 Annual Conference is scheduled for October 5 – October 7, in Long Beach. An important part of the Annual Conference is the Annual Business Meeting, scheduled for noon on Friday, October 7, at the Long Beach Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the League's Annual Business Meeting, the City Council must designate a voting delegate. In the event that the designated voting delegate is unable to serve in that capacity, the City may appoint up to two alternate voting delegates.

Councilmember Nomura (the City's representative to the Channel Counties Division of the League) and Vice Mayor Shaw (the City's alternate to the Channel Counties Division of the League) are both planning to attend the Annual Conference this year and have stated a willingness to serve as the City's voting delegate or alternate delegate.

For the fiscal year 2016-17, the City Council meetings and travel allocation is \$5,000. The current balance is \$5,000. The total estimated travel costs, which includes conference registration, accommodations, meals and transportation is \$1,400 for each person.

ATTACHMENTS

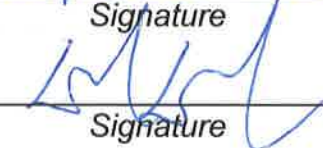
A. League of California Cities Letter, Voting Procedures and Delegate Form

Staff contact: Fidela Garcia, City Clerk
(805) 755-4403

Reviewed by: Dave Durlinger, City Manager



Signature



Signature



1400 K Street, Suite 400 • Sacramento, California 95814
Phone: 916.658.8200 Fax: 916.658.8240
www.cacities.org

Council Action Advised by July 31, 2016
--

June 10, 2016

TO: Mayors, City Managers and City Clerks

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference – October 5 – 7, Long Beach**

The League's 2016 Annual Conference is scheduled for October 5 – 7 in Long Beach. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly), scheduled for noon on Friday, October 7, at the Long Beach Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to the League's office no later than Friday, September 23, 2016. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please note the following procedures that are intended to ensure the integrity of the voting process at the Annual Business Meeting.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates must be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. To register for the conference, please go to our website: www.cacities.org. In order to cast a vote, at least one voter must be present at the

Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.

- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.
- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Long Beach Convention Center, will be open at the following times: Wednesday, October 5, 8:00 a.m. – 6:00 p.m.; Thursday, October 6, 7:00 a.m. – 4:00 p.m.; and Friday, October 7, 7:30–10:00 a.m. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League office by Friday, September 23. If you have questions, please call Kayla Gibson at (916) 658-8247.

Attachments:

- Annual Conference Voting Procedures
- Voting Delegate/Alternate Form



CITY: _____

**2016 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM**

Please complete this form and return it to the League office by Friday, September 23, 2016. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____ E-mail: _____

Mayor or City Clerk _____ Phone: _____
(circle one) (signature)

Date: _____

Please complete and return by Friday, September 23, 2016

League of California Cities
ATTN: Kayla Gibson
1400 K Street, 4th Floor
Sacramento, CA 95814

FAX: (916) 658-8240
E-mail: kgibson@cacities.org
(916) 658-8247

Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



City of Carpinteria

COUNCIL AGENDA STAFF REPORT June 27, 2016

ITEM FOR COUNCIL CONSIDERATION

Contract between the City of Carpinteria and the City of Santa Barbara in its capacity as the operator of the Carpinteria Branch Library (Carpinteria Library), to fund, in part, library related services.

STAFF RECOMMENDATION

Action Item X ; Non-Action Item ____

Approve the attached contract between the City of Carpinteria and the Carpinteria Library, to fund, in part, library related services and authorize execution of the contract by the City Manager.

BACKGROUND / DISCUSSION

The City of Carpinteria has contracted for supplemental funding of library related services with the City of Santa Barbara for several years. The City funding for the current fiscal year of thirty-five thousand five hundred dollars (\$35,500) is used to support day-to-day operations of the library and helps preserve the after-school Homework Center for a minimum of 4 days a week (see attached Exhibit A, #10).

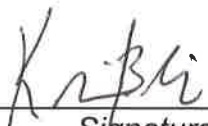
FINANCIAL CONSIDERATIONS

Funding for this item has been appropriated from the Community Services Funding Program (Fiscal Year 2015-16).

ATTACHMENTS

Contract between the City of Carpinteria and the Carpinteria Library.

Staff contact: Kevin Silk, Assist. to the City Manager
805/755-4450; email kevins@ci.carpinteria.ca.us



Signature

Reviewed by: Dave Durflinger, City Manager



Signature

Agreement No. 25,573

Santa Barbara County Library, Carpinteria Branch

This Contract is made between the City of Carpinteria, a municipal corporation, hereinafter called "City", and the City of Santa Barbara, in its capacity as the operator of the Carpinteria Branch Library, hereinafter called "Contractor".

CITY AND CONTRACTOR AGREE AS FOLLOWS:

1. PROGRAM DESCRIPTION AND AUTHORITY; OBJECTIVES AND REPORTS

A. Contractor agrees to conduct the program described in Exhibit A, attached hereto and by this reference made a part hereof, sometimes hereinafter referred to as the "the program". To the extent that any procedure or provision of the program proposed conflicts with any provision of this contract, the provisions of this contract shall prevail.

B. Minor program changes may be made to Exhibit A upon approval of the City Manager.

C. In carrying out its program hereunder, Contractor agrees that the objectives of the program are those stated and set out in Exhibit A, attached hereto and made a part hereof. Contractor agrees to submit to the City Manager, a final report setting out which of the said objectives Contractor has accomplished and which objectives were not accomplished, with sufficient detail to enable City to evaluate properly Contractor's program.

The final report is to be delivered no later than June 1, 2016.

2. EFFECTIVE DATE OF CONTRACT TERM

The term of this contract shall be from July 1, 2015 to and including June 30, 2016, unless sooner terminated as provided herein.

3. METHOD AND CONDITIONS OF DISBURSEMENTS

Subject to the terms and conditions contained in this contract, City agrees to provide funds in an amount not to exceed the sum of thirty-five thousand five hundred dollars (\$35,500.00) to enable Contractor to conduct the program. Payment to Contractor of the sum provided for in this paragraph shall be made within thirty (30) days of receipt – by the City – of an invoice from Contractor. The invoice will be on Contractor's own letterhead. Contractor shall indemnify and hold City harmless from any liability or damage resulting from any failure to make, or delay in making such payments.

4. CONTRACTOR TO KEEP RECORDS

The Contractor shall keep accurate written records of all expenses incurred by it and of monies received by it and of all studies, statistics and reports made or issued by Contractor in conducting the program. The Contractor shall also keep accurate written minutes of all meetings of the Board of Directors or Committees of Contractor and shall keep accurate employment records, correspondence records and other records necessary to enable City to review Contractor's operations during the conduct of the program. At City's request, Contractor shall furnish City with a copy of any records maintained by Contractor pursuant to the terms of this contract. Contractor shall maintain all such records for at least five (5) years after the date on which this contract terminates.

5. AUDIT OF CONTRACTOR'S RECORDS

City shall have the right to audit and review all records maintained by Contractor pursuant to the terms of this contract. Any such audit and review may be conducted at any time during regular business hours.

6. COMPLIANCE WITH LAWS AND REGULATIONS

Contractor agrees that it shall comply with all the provisions of all State and Federal laws and regulations applicable to the program to be conducted hereunder. Without limiting the generality of the foregoing, Contractor:

A. Shall obtain and maintain at Contractor's own expense, any and all licenses and permits necessary to conduct the program and to maintain the facilities and render the services proposed to be maintained or rendered in connection with the program.

B. Shall not, on the grounds of race, color, national origin, sex, sexual orientation, religion, age or handicap when otherwise qualified:

(1) Deny any service or other benefit provided under the program;

(2) Provide any service or other benefit which is different, or is provided in a different form from that provided to others under the program;

(3) Subject to segregated or separate treatment in any facility in, or in any matter or process related to receipt of any service or benefit under the program;

(4) Restrict in any way the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit under the program;

(5) Treat an individual differently from others in determining whether he satisfies any admission, enrollment, eligibility, membership, or other requirement or

conditions which individuals must meet in order to be provided any services or other benefit provided under the program;

(6) Deny an opportunity to participate in the program as an employee.

C. Shall maintain such records and enforce and comply with such procedure as City may specify or require in order to ensure that only persons eligible for services under State and/or Federal laws or regulations are admitted to the program or are provided with such services.

D. Shall not engage in any religious instructions nor use any part of the funds provided hereunder to purchase any religious books, materials or equipment or other property, or to share the salary of any person who participates in any such religious or sectarian purpose whatsoever.

7. HOLD HARMLESS

It is understood and agreed that City, its Officers, Agents and Employees, shall not be liable or responsible for any injury or damage to persons or property resulting from the operations or activities of Contractor, its Officers, Agents or Employees, in connection with the program; and Contractor agrees to defend, indemnify and hold harmless the City and its Officers, Agents and Employees, from and against any and all claims and liability for damage or injury to persons or property resulting from the activities or omissions of Contractor, its Officers, Agents, Employees or Subcontractors, in connection with the operation or conduct of the program or the operation or maintenance of any buildings, equipment and other facilities used in connection with the program.

8. LIABILITY INSURANCE

Prior to disbursement of any funds, Contractor agrees to procure and maintain commercial general liability insurance with limits of \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate naming the City as additional insured. Contractor may substitute evidence of self-insurance to satisfy this requirement.

Said insurance policy or policies and policy endorsements shall be procured at Contractor's expense from an insurance company or companies which are licensed to do business in California and shall be evidenced satisfactory to the City Manager.

In case of failure to procure or renew the required insurance, City may, at its discretion and in addition to other remedies offered it by this Contract, procure or renew such insurance at Contractor's expense.

9. WORKERS' COMPENSATION INSURANCE

Contractor shall provide during the term of this Contract, Workers' Compensation Insurance for all of its employees engaged in conducting the program for whom

Workers' Compensation Insurance is required. The Contractor shall file with the City, a certificate from the insurance carrier showing that Contractor and all its employees are covered by Workers' Compensation Insurance.

Workers' Compensation Insurance procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its sub-consultants.

10. PRIMARY/NON-CONTRIBUTING

Any insurance policy procured by the Contractor shall be primary, and no contribution shall be required of the City.

11. ASSIGNMENT

Contractor shall not assign this Contract or any part thereof or any monies payable hereunder without the prior approval of the City Council of City.

12. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not correctly inserted, then upon application of either party, this Contract shall forthwith be physically amended to make such insertion or correction.

13. CITY'S RIGHT TO TERMINATE CONTRACT

City shall have the right to terminate this Contract or any extension thereof immediately if City determines that Contractor has incurred obligations or made expenditures for purposes which are not permitted or are prohibited under the terms of the program or of this Contract. City shall also have the right to terminate this contract or any extension thereof immediately if City determines that the Contractor is conducting the program in violation of any of the terms of the program application or this Contract, or has filed any other petition in bankruptcy, or for receivership or reorganization or has filed any other petition under the Bankruptcy Act (11 USCA 1 *et seq.*) or has taken or committed any act preparatory to the filing of any such petition or has become or is insolvent or has committed any other act of bankruptcy or insolvency. City shall also have the right to terminate this Contract or any extension thereof any time that funds are no longer available. In any event, City shall have the right to terminate this Contract or any extension thereof at any time, with or without notice of City's intent to terminate the Contract; provided that upon such termination, City shall

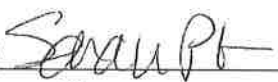
pay all obligations incurred by Contractor prior to the date of such termination as authorized under the terms of the program and of this Contract.

14. CONTRACT BINDING ON SUCCESSORS

The conditions of this Contract and the respective rights and obligations of the parties hereunder shall be binding upon the heirs, assigns and successors in interest of each of the parties.

CONTRACTOR

By 
Title Library Director
Date 6/8/16

By 
Title City Clerk Secretary
Date 6/10/16

CITY OF CARPINTERIA

By _____
City Manager
Date _____

ATTEST:

Fidela Garcia, City Clerk

APPROVED AS TO FORM:

By _____
Peter N. Brown, on behalf of
Brownstein Hyatt Farber Schreck, LLP
Acting as City Attorney of the City of
Carpinteria

APPROVED AS TO FORM

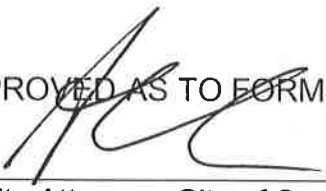
By 
City Attorney, City of Santa Barbara

EXHIBIT A

CITY OF CARPINTERIA

Community Services Support Program Description

JULY 1, 2015 - JUNE 30, 2016

1. Agency Name:

Carpinteria Library (Santa Barbara Public Library System)

2. Program Title:

Public Library Services

3. Program Street Address, City, Zip Code:

5141 Carpinteria Ave. Carpinteria, CA 93013

4. Program Mailing Address, City, Zip Code:

c/o Santa Barbara Public Library, P.O. Box 1019, Santa Barbara, CA 93102-1019

5. Contact Person, Position:

Jessica Cadiente, Library Director

6. Phone Numbers: TELE: (805) 564-5608 FAX: (805) 683-3721

7. Target Population: Residents of the City of Carpinteria and surrounding communities

8. Days and hours open: Monday and Wednesday 10 am to 7:30 pm; Tuesday, Thursday, and Friday 10 am to 5:30 pm; Saturday 10 am to 4 pm; closed Sunday

9. List the zip codes from which clients are drawn: primarily 93012 and 93067

10. Description of services to be provided with funds:

The grant monies will be used to fund the day-to-day operations of the Carpinteria Library. The funding helps preserve the library's after-school Homework Center for a minimum of 4 days a week.

11. Describe your procedures for monitoring the services. List the records you keep; give the dates of scheduled reviews:

Payroll is monitored by the City of Santa Barbara, and is reported on a bi-weekly basis.

12. Description of your overall agency:

The mission of the Carpinteria Branch Library is to provide literacy and pre-literacy services, information services, reading materials, and educational resources to people of all ages in the Carpinteria Valley. Students receive valuable after-school homework with resources which include personalized assistance. At the library, services to residents and visitors include free Internet access, free WiFi access, assistance with reference inquiries, teen programs, story times and literacy-based programs for children, and interlibrary borrowing. Added services are available 24/7 because, with a library card and a computer, smart phone or tablet, residents in the Carpinteria area can access and download research articles, eBooks, audio books, videos, and e-magazines.

Projections for year JULY 1, 2015 TO JUNE 30, 2016

Objective # 1:

To continue to provide quality services in a timely manner to residents who may otherwise not be able to afford the services.

Objective #2:

Provide literacy and pre-literacy services, such as story time and an annual summer reading program to support the educational needs of children and youth. Provide a place where students can receive assistance with their homework, access computers to help with that homework, check out age appropriate reading materials for free, and have a productive and safe place to go after school.

Objective #3:

Provide free access to the Internet by providing computers for residents and visitors.. Visitors can rely on access at the library to investigate local attractions, book accommodations or travel plans and stay in touch with friends and families. Residents without access to home computers or printers can use those at the library. Anyone of any age who needs assistance to find information or services online receives that help at the library.



City of Carpinteria

COUNCIL AGENDA STAFF REPORT June 27, 2016

ITEM FOR COUNCIL CONSIDERATION

Authorization and Award to Berry General Engineering Contractors, Inc. for Construction of City Maintenance Project Number 15047 – Main School Sidewalk Improvements Project.

STAFF RECOMMENDATION

Action Item X ; Non-Action Item

1. Find Berry General Engineering's bid responsive and authorize the Mayor to sign the contract with Berry, the lowest responsible bidder, subject to meeting all mandatory contract document requirements for the construction of City Maintenance Project #15047, Main School Sidewalk Improvements Project.
2. Approve a Construction Budget of \$142,600.

Motion: I move to:

1. Find Berry General Engineering's bid responsive and authorize the Mayor to sign the contract with Berry, the lowest responsible bidder, subject to meeting all mandatory contract document requirements for the construction of City Maintenance Project #15047, Main School Sidewalk Improvements Project and
2. Approve a Construction Budget of \$142,600.

BACKGROUND

Since 2006, the City has participated in the Community Development Block Grant (CDBG) program as part of a consortium managed by the County of Santa Barbara and includes the cities of Lompoc, Buellton, Solvang, and Guadalupe. Carpinteria receives a portion of the overall funds that are made available annually to the County from the Federal Department of Housing and Urban Development (HUD). The City Council has full authority over how its funds are allocated and may make recommendations to the County Board of Supervisors on how the County allocates its funds (County funds can

be directed to projects in the unincorporated area or in a city). Funds can be used to support housing units or programs that are affordable and available for low and very-low income households. Funds can also be used to support capital projects that contribute to a suitable living environment by improving the quality of life in low-income neighborhoods.

In 2014, the Department of Public Works submitted an application for \$112,230 to construct sidewalk and curb ramp improvements. The project would bring curb ramps into current Americans with Disabilities Act (ADA) compliance along the Sixth Street and Walnut Avenue street frontage of the Carpinteria Children's Project (CCP) (formerly Main School). In February 2014, the City Council approved reserving 100% of the City of Carpinteria 2014-2015 CDBG capital fund for the Main School Sidewalk In-fill Project.

The proposed sidewalk in-fill project is located immediately around the Main Elementary School campus where sidewalks currently do not exist. Many of the families using CCP rely on alternative modes of transportation to get to the site, with many arriving on foot and bringing toddlers to the day care center in strollers. Given the current lack of sidewalks along Sixth Street and Walnut Avenue, some are forced to walk on dirt surfaces or in the street. In addition to completing sidewalks around campus, the proposed application includes construction of curb ramps that meet current accessibility standards.

The County CDBG staff prepared the funding agreement between the City and the County. The agreement was taken to City Council and approved on 11/23/15. It was signed by the City and returned to CDBG staff.

DISCUSSION

Public Works directed Michael Baker Int. to prepare a plans, specifications and estimates package to satisfy the sidewalk project. Bids from qualified contractors were solicited using the formal bid process required by California Public Contract Code, and the Uniform Construction Cost Accounting Commission Manual, as adopted by the City of Carpinteria. Requests for bids were issued on May 26th, 2016 and a notice was posted in the Coastal View newspaper. Bids were received from four contractors and the lowest responsive bid was provided by Berry General Engineering Contractors, Inc.

POLICY CONSISTENCY

General Plan/Local Coastal Plan

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

Circulation Element

Pedestrian Facilities: Walking to shopping and recreational sites promotes direct interface with the physical environment as well as ecologically benefitting the community. Safe well-maintained sidewalks, trails and other street improvements, as well as pedestrian-oriented design standards, encourage pedestrian transportation.

The proposed Main School Sidewalk In-fill Project will bridge a gap between the sidewalk on the northwest frontage of the school and pedestrian facilities along Palm Avenue by extending sidewalk along Walnut Avenue and Sixth Street.

FINANCIAL CONSIDERATIONS

The Main School Sidewalk Improvements Project is listed in the FY 2016-2017 Adopted Budget and the Draft Capital Improvements Plan. The project, including design, construction and staff time, will be funded by a Measure A Cycle III grant and the CDBG. Below is an estimated breakdown of project construction costs and funding.

<u>Project Costs:</u>		<u>Project Funding:</u>	
Construction Contract	\$ 118,831.80	CDBG	\$ 147,921.00
Const. Contingency (20%)	\$ 23,768.20	Measure A	\$ 19,265.90
<u>Subtotal Const. Costs</u>	<u>\$ 142,600.00</u>	Measure A Grant	\$ 8,256.82
Preliminary Engineering	\$ 17,843.72		
Administrative Costs*	\$ 15,000.00		
Total:	\$ 175,443.72	Total:	\$ 175,443.72

*Estimated Costs

LEGAL

The City has entered into an agreement with the County to utilize the awarded CDBG funds for the proposed sidewalk project.

OPTIONS

The City Council could choose not to authorize awarding of the project to Berry General Engineering Contractors, Inc. and give further direction to staff.

PRINCIPAL PARTIES EXPECTED AT MEETING

There are no principal parties expected at the meeting.

ATTACHMENTS

Attachment A – Bid Schedule

Staff contact: Matt Maechler, P.E.
805-684-5405 x441, MattM@ ci.carpinteria.ca.us


Signature

Reviewed by: Charles W. Ebeling, P.E., T.E.
805-684-5405 x402, CharlesE@ ci.carpinteria.ca.us

 FOR C.E.
Signature

Reviewed by: Dave Durflinger, City Manager


Signature

Attachment A
Bid Schedule

BIDDING SCHEDULE

PROJECT: Children's Project at Main Sidewalk Improvements

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

The Contractor shall perform an independent take off of the plans and bid accordingly. Quantities listed in the Proposal Bid Items Lists are intended only as a guide for the Contractor as to the anticipated order of magnitude of work. Contractor will be reimbursed for the quantity of items required by the Contract Documents and shown on the plans to neat line and grade or as actually installed. The Contractor will not be reimbursed for work performed for his convenience, or as required to adapt to field conditions, or work outside of that required by the Contract Documents. The cost of all labor, material and equipment necessary for the completion of the work itemized under this schedule, even though not shown or specified, shall be included in the unit price for the various items shown herein.

Item No.	Item Description	Estimated Quantity	Unit	Unit Cost	Total Price	Payment Reference
1	Mobilization / Demobilization	1	LS	10,160 ⁻	10,160 ⁻	300 - 1
2	Traffic Control and Construction Signing	1	LS	2,170 ⁻	2,170 ⁻	7 - 10
3	Demolition, Clear & Grub	1	LS	10,220 ⁻	10,220 ⁻	300 - 1
4	Erosion Control	1	LS	1,675 ⁻	1,675 ⁻	7 - 8
5	Roadway Excavation	91	CY	86 ³⁰	7,853 ³⁰	300 - 2
6	Traffic Signs Relocation	5	EA	229 ⁻	1,145 ⁻	7-10
7	Sub-Grade Preparation	600	SY	119 ⁵	7,170 ⁻	301 - 1
8	Aggregate Base	13	CY	155 ⁻	2,015 ⁻	302 - 5
9	6" Curb and 18" Gutter	291	LF	38 ⁻	11,058 ⁻	303 - 5
10	Asphalt Concrete	55	Ton	165 ⁻	9,075 ⁻	302 - 5
11	Slurry Seal	16250	SF	109	17,712 ⁵⁰	302 - 4
12	Pavement Delineation	1	LS	3,940 ⁻	3,940 ⁻	314
13	Sidewalk	3,475	SF	5 ⁻	17,375 ⁻	303 - 5
14	Curb Cut Ramp	3	EA	1,563 ⁻	4,689 ⁻	303 - 5
15	Cold Mill	4400	SF	185	8,140 ⁻	302 - 1
16	Sidewalk Curb Outlet Drain	1	LS	634 ⁻	634 ⁻	306
17	Adjust Utility to Grade	4	EA	950 ⁻	3,800 ⁻	306

BIDDING SCHEDULE TOTAL \$ 118,833⁸⁰

Total Bid (in words) One Hundred Eighteen Thousand Eight Hundred Thirty Three & 80/100 -

The City reserves the right to reject any and all bids, to waive any informality in a bid, and to make awards in the interest of the City. The award of bid will be based in part on the lowest bidding schedule total. The specific unit prices shall govern if there is a mathematical discrepancy in the figures. The Contractor must notify the Engineer prior to construction, of any difference between estimated quantities and actual quantities.



City of Carpinteria

COUNCIL AGENDA STAFF REPORT June 27, 2016

ITEM FOR COUNCIL CONSIDERATION

Adoption of Resolution No. 5678, superseding Resolution No. 5473, and reauthorizing a red curb along the west side of Cravens Lane

STAFF RECOMMENDATION

Action Item X ; Non-Action Item

Adopt Resolution No. 5678, superseding Resolution No. 5473, and reauthorizing a red curb along the west side of Cravens Lane.

Motion: I move to adopt Resolution No. 5678, as read by title only.

BACKGROUND

In 1996, the City Council approved the installation of red curb along the west side of Cravens Lane (Figure 1) to prohibit commercial truck parking that had become a nuisance. Since that time, the City has received requests from adjacent residents to restripe Cravens Lane to allow parking along the westerly curb due to the lack of available on-street parking. The Department of Public Works has also received numerous requests for temporary parking along the red curb for special events or when the adjacent properties are conducting maintenance activities.

After receiving comments from adjacent residents to increase on-street parking, as well as numerous requests for temporary parking permits, the Department of Public Works brought forward a request to the Traffic Safety Committee (TSC) to consider recommending the removal of red curb and installation of parking spaces along the westerly curb of Cravens Lane.

Public Works conducted a field visit and found that the addition of parking spaces would not compromise traffic safety. The City follows its adopted Engineering Standards, adopted by Resolution No. 5413, that are based on State and Federal standards for roadway design. The Committee reviewed the request and concurred with Public Works that adding parking would not compromise traffic safety. The TSC unanimously

recommended the removal of the red curb and installation of parking spaces at this location. On June 24, 2013 the City Council adopted Resolution No. 5473, approving the recommendation of the TSC.

The purpose of this matter is to allow the City Council to reconsider its action to remove the red curb and install parking spaces along the west side of Cravens Lane as established by Resolution No. 5473.

Figure 1



DISCUSSION

After the City Council's authorization to remove the red curb and install parking on the west side of Cravens Lane, concerned residents requested that the matter be brought back to the TSC. On June 2, 2016, the TSC considered public comment that included concerns that the addition of parking would decrease the safety of drivers, pedestrians and bicyclists due to the narrowing of the roadway; increase loitering; encourage overnight camping; and increase littering. Several residents also stated that Sandpiper Mobile Home Park, The Villas of Carpinteria, McCann Storage and Franciscan Village have sufficient private parking available. Other residents spoke in favor of the addition of parking suggesting that adding parking would increase public safety by reducing the distance that residents have to walk to access their homes in the late evening and reducing vehicle speeding due to the narrowing of the roadway.

After further discussion, the TSC voted 3-1 not to request City Council reconsideration and to move forward with the implementation of parking spaces along the west side of the street.

Public Works conducted field measurements and determined that a maximum of eighteen 20-foot parking spaces could be installed with "T" markings. Pursuant to Carpinteria Municipal Code Section 10.32.070, where "T" markings exist, it is a violation to park outside of the markers and as a result, oversized vehicles such as large trucks would not be allowed to legally park at this location.

The City Council has the discretion, as a matter of policy, to determine the appropriate response to the competing neighborhood requests, taking into consideration public parking demand in the area and other potential issues created by adding public parking at the subject location. The City Council has received testimony regarding concerns of decreased public safety and potential nuisance activities that would arise with the addition of parking including loitering, littering and overnight camping.

At the City Council's request, Public Works is bringing this matter before the Council for reconsideration of its action to remove the red curb and install parking spaces along the west side of Cravens Lane as established by Resolution No. 5473.

POLICY CONSISTENCY

The City of Carpinteria established the Traffic Safety Committee and assigned the purpose of the Committee as an advisory body to the City Council (C.M.C. 10.08.080 and 10.08.090). The purpose of the Traffic Safety Committee is to receive complaints having to do with traffic matters, to receive and publish traffic reports, to suggest practical means for coordinating the activities of the various departments of the City, law enforcement and emergency response teams, and to recommend to the City Council and to the City Traffic Engineer, measures that improve traffic conditions and enforcement of traffic regulations.

The City follows its adopted Engineering Standards, adopted by Resolution No. 5413, that are based on State and Federal Standards for roadway design. Public Works and the Traffic Safety Committee have found that the existing roadway conditions are in compliance with the Engineering Standards and that the subject parking does not have the potential to compromise engineering design standards or affect traffic safety. The addition of parking could also be designed to comply with Engineering Standards and traffic safety would not be compromised.

FINANCIAL CONSIDERATIONS

Maintaining red curbing can reduce costs associated with the enforcement of other parking restrictions, e.g., T-spaces. However, maintaining the red curbs would also be expected to increase costs associated with issuing temporary parking permits and

monitoring. Between 2012 and 2016, Public Works has issued eight temporary parking permits for this location.

The recommended item can be completed within the existing Street Maintenance and Repairs budget. No impact to the General Fund is expected with the approval of the recommended improvement.

LEGAL

The Traffic Safety Committee's role is to provide recommendations to the City Traffic Engineer and to the City Council on traffic safety matters pursuant to C.M.C. Sections 10.08.080 and 10.08.090. The City Council has the authority to confirm or modify those recommendations of the Committee and the City Traffic Engineer.

The Council, as a matter of policy, has the authority to establish parking restrictions such as red curbing as it deems appropriate and necessary.

OPTIONS

1. Adopt Resolution No. 5678, superseding Resolution No. 5473, and reauthorizing a red curb along the west side of Cravens Lane.
2. Proceed with the removal of red curb and installation of parking spaces along the west side of Cravens Lane, as established by Resolution No. 5473.

PRINCIPAL PARTIES EXPECTED AT MEETING

No principal parties are expected to attend.

ATTACHMENTS

Attachment A: Adopted Resolution No. 5473
Attachment B: Proposed Resolution No. 5678

Staff contact:

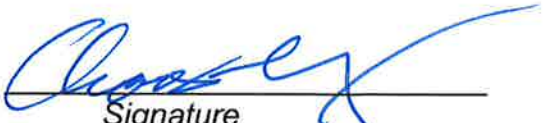
Melissa Angeles, Engineering Technician
(805) 755-4445
MelissaA@ci.carpinteria.ca.us



Signature

Reviewed by:

Charles W. Ebeling, Public Works Director



Signature

Reviewed by: Dave Durflinger, City Manager



Signature

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ATTACHMENT A

Adopted Resolution No. 5473

RESOLUTION NO. 5473

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA ADOPTING
THE RECOMMENDATIONS OF THE TRAFFIC SAFETY COMMITTEE AS SET
FORTH AT THE MAY 29, 2013 TRAFFIC SAFETY COMMITTEE MEETING**

WHEREAS, Section 10.08.080 of the Carpinteria Municipal Code (CMC) establishes a Traffic Safety Committee as an advisory body to the Carpinteria City Council, and;

WHEREAS, the Traffic Safety Committee received various requests to address traffic matters around the City;

WHEREAS, angled parking is enabled on designated streets by CMC Section 10.32.060;

WHEREAS, angled parking would improve the number of parking spaces in portions of the Beach Area without being a detriment to the general public health and safety,

WHEREAS, the Traffic Safety Committee has reviewed the requests at its May 29, 2013 meeting and recommends that the City Council approve the following actions:

1. Designate the following as angled parking areas: east and westsides of Linden Avenue, Elm Avenue and Holly Avenue, southerly of Sandyland Road; and the easterly side of Linden Avenue south of Sixth Street
2. Install 2-hour parking signs along the eastside of Cravens Lane for the seven closest spaces to Via Real.
3. Remove red curb and install on-street parking along the westside of Cravens Lane.
4. Install No Parking signs along the southside of Fourth Street, west of Ash Avenue.
5. Install 24 minute parking signs and curb marking on the west side of Holly Avenue closest to Carpinteria Avenue.
6. Install No Parking in Alley signs on the north and south sides of Willow Place between Palm Avenue and Oak Avenue (two each per block each direction).
7. Install 90-minute time limit parking signs for the Seaside Parking Lot.
8. Extend red curb on the northside of Via Real easterly of Lomita Lane by 50 feet on Via Real to improve lateral sight distance.
9. Install 160 linear feet of red curb on Seventh Street near the Chapel Court Apartments driveway at Franklin Creek to improve lateral sight distance (110' to the west of the driveway and 50 feet to the east of the driveway along the southside of Seventh Street).
10. Install red curb between the first and second driveways on the east and west sides of Holly Avenue south of Carpinteria Avenue.
11. Install 13 linear feet of red curb at 4994 Carpinteria Avenue (northside of street).
12. Extend red curb to a total of 25 linear feet on both sides of the accessibility ramp on the eastside of Santa Ynez Avenue at Memorial Park.

WHEREAS, the City Traffic Engineer has reviewed the Traffic Safety Committee measures and based on his professional opinion recommends that the City Council approve the recommendations of the Committee;

NOW, THEREFORE, THE CARPINTERIA CITY COUNCIL HEREBY resolves that the above recommendations of the Traffic Safety Committee;; be approved.

Passed, approved and adopted this 24 day of June 2013 by the following called votes:

AYES: COUNCILMEMBER: CARTY, CLARK, SHAW, STEIN

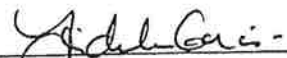
NOES: COUNCILMEMBER: NONE

ABSENT: COUNCILMEMBER: NOMURA



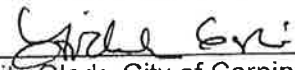
Mayor, City of Carpinteria

ATTEST:



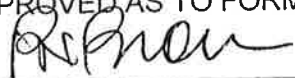
City Clerk, City of Carpinteria

I hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of the City of Carpinteria held the 24 day of June 2013.



City Clerk, City of Carpinteria

APPROVED AS TO FORM:



City Attorney

ATTACHMENT B

Proposed Resolution No. 5678

RESOLUTION NO. 5678

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CARPINTERIA, SUPERSEDING RESOLUTION NO. 5473, AND
REAUTHORIZING A RED CURB ALONG THE WEST SIDE OF
CRAVENS LANE**

WHEREAS, Section 10.08.080 of the Carpinteria Municipal Code (CMC) establishes a Traffic Safety Committee as an advisory body to the Carpinteria City Council; and

WHEREAS, at its May 29, 2013 meeting, the Traffic Safety Committee made a recommendation to remove an existing red curb and install on-street parking along the west side of Cravens Lane; and

WHEREAS, at its June 24, 2013 meeting, the City Council adopted Resolution No. 5473, authorizing the removal of red curb and installation of on-street parking along the west side of Cravens Lane; and

WHEREAS, at its June 27, 2016 meeting, the City Council reconsidered its action to remove a red curb and install on-street parking along the west side of Cravens Lane, as established by Resolution No. 5473, and moved to maintain the red curb.

NOW, THEREFORE, BE IT RESOLVED as follows: Resolution No. 5473 is superseded by this resolution and the red curb along the west side of Cravens Lane is hereby reauthorized.

PASSED, APPROVED AND ADOPTED on June 27, 2016, by the following vote:

AYES: COUNCILMEMBER(S):

NOES: COUNCILMEMBER(S):

ABSENT: COUNCILMEMBER(S):

ABSTAIN: COUNCILMEMBER(S):

ATTEST:

Mayor, City of Carpinteria

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 June 27, 2016.

City Clerk, City of Carpinteria

APPROVED AS TO FORM:

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

June 17, 2016

Russell A. Roberts
3950 Via Real, Spc 200
Carpinteria, CA 93013

Carpinteria City Council
C/o Dan Durflinger, City Manager
City Hall
5775 Carpinteria Avenue
Carpinteria, CA 93013

RECEIVED

JUN 20 2016

CITY OF CARPINTERIA

City Council Members:

I wish to express my concern over the proposal to expand the parking along Cravens Ln., thereby narrowing the thoroughfare. Although I am a resident of Sandpiper Mobile Village, I think it is a bad idea.

It would be an added hazard to an already dangerous street, where motor vehicles travel far too fast coming down from Foothill Rd., combined with the number of large semi-trucks that frequent the nurseries and the McCann Mini Storage business along the way, particularly for bicyclists. Can you imagine the danger to a bicyclist with somebody opening his car door when exiting his vehicle, let alone pulling out of or backing his vehicle into a parking space at the same time?

For full disclosure: I am a bicyclist as well as an automobile owner. However, knowing of the potential hazard the added parking would have on Cravens Ln., I could adapt by exiting SMV onto Via Real, though it also is attended with danger because there is no stop sign at that point.

I hope you, in your decision, will put safety above convenience.

Yours truly,



Russell A. Roberts



City of Carpinteria

COUNCIL AGENDA STAFF REPORT June 27, 2016

ITEM FOR COUNCIL CONSIDERATION

Authorization and Award to Willdan Financial Services to Provide Consultant Services for Updating the Development Impact Fee Program/Nexus Study

STAFF RECOMMENDATION

Action Item X ; Non-Action Item

Find Willdan Financial Services' proposal to be responsive and authorize the City Manager to sign the agreement with Willdan Financial Services for providing consultant services to update the Development Impact Fee Program/Nexus Study for a not-to-exceed amount of \$52,600.

Motion: I move to find Willdan Financial Services' proposal to be responsive and authorize the City Manager to sign the agreement with Willdan Financial Services to update the Development Impact Fee Program/Nexus Study for a not-to-exceed amount of \$52,600.

BACKGROUND

The City's Development Impact Fee (DIF) Program is authorized by AB 1600 (Mitigation Fee Act) and codified as Government Code Sections 66000-69000. AB 1600, adopted in 1989, permits local agencies to collect fees from developers and apply the revenue to public improvement projects that are needed to serve new land development projects. The fees provide funding for public services for new development and include improvements such as roads, parks, and storm drains. Under AB 1600, the fees that new development is assessed must serve to mitigate the impact of new development, not those caused by existing or other future development.

The City collects eleven categories of Development Impact Fees (DIF's) (see below) to help offset the additional demands generated by new development on public facilities

throughout the City. The City has been collecting DIF's consistent with the established program.

- | | |
|------------------------------|----------------------------------|
| * Streets & Thoroughfares | * Highway Interchanges & Bridges |
| * Traffic Control Facilities | * General Facilities & Equipment |
| * Storm Drain | * Park Land Acquisition |
| * Park Improvement | * Park Open Space Acquisition |
| * Aquatic Facilities | * Parking Facilities |
| * Quimby | |

The City's Capital Improvement Program (CIP) is a list of capital projects that the City has determined are needed to improve public facilities and related services. Both new capital projects that are necessary in part to serve new development and significant capital maintenance projects are identified and prioritized in the Capital Improvement Program. Projects that are needed to respond to new development are typically funded, in part if not entirely, by DIF Program fee payments, as discussed above.

The current City of Carpinteria Development Impact Fee and Capital Improvement Programs were established in 2003. The cost estimates for the projects included in the CIP were updated in 2007. It is important for the City to update its CIP and DIF Programs to assist the Department of Public Works in planning and budgeting for capital and maintenance projects as well as ensuring that development impact fees reflect a fair share allocation to new development of the cost of identified projects.

On March 10, 2014 the City Council authorized the Department of Public Works to solicit proposals for updating the City's DIF and CIP Programs. As a part of the update work, Public Works, with the assistance of a consultant, has prepared a draft CIP Plan and an updated capital project list and project cost estimates.

DISCUSSION

Public Works solicited Requests for Proposal to update the DIF Program and prepare a Nexus Study on April 21, 2016 and received six proposals. Staff performed a thorough review of the proposals and selected Willdan Financial Services (Willdan) as the best fit for the City's needs. The decision was based on a variety of factors, including relevant experience completing projects of a similar type, size, and complexity, a demonstrated understanding of the proposed project and the City of Carpinteria, the proposed approach to work, and the cost.

Willdan will provide the following services:

Task 1: Develop Project Strategy

- Review City documents related to existing capital planning policies, existing development impact fees, the City's most recent evaluation of its existing facility inventory, and future facility needs.
- Bring policy issues to the attention of City staff and seek guidance as appropriate.
- Suggest modifications to the existing fee structure.
- Discuss the objective of creating a single fee schedule for the entire City.

Task 2: Project Kickoff and Management Meetings

- Hold kickoff meeting to discuss project deliverables, timeline, and any modifications.
- Provide biweekly updates to staff and ensure City staff understands tasks to be completed.

Task 3: Data Collection and Development

- Work with City departments to collect all available data (e.g., demographic projections, capital facilities, including existing and planned facilities as available) and develop additional data required to fully support a comprehensive impact fee study of each existing fee study.
- Review the project cost estimates for rough reasonableness.

Task 4: Fee Calculation and Analysis

- Prepare a calculation of the maximum fee that can be charged to new development to support growth over the next 20 years.
- Prepare the fees using several methodologies for comparison by the City.
- Suggest ways of segmenting the fee programs, or capital facilities to accommodate particular needs in the City.
- Work closely with the City to ensure the fee level, methodologies, and categories are consistent with the City's needs and strategies.

Task 5: Administrative Draft Impact Fee Study

- Prepare and provide a comprehensive administrative draft and technical reports for each fee category, including methodology, findings, supporting justification, recommended impact fees, recommendation for the elimination/consolidation of existing fees based on the creation of new fees, methodology for calculating and applying fee credits in each category, and calculations that provide the legal nexus between the fee recommendations and new development.
- The administrative draft will also include strategies and options for policymakers to set fees below full cost recovery, and an analysis of how these options would result in the elimination of specific projects or types of projects from the proposed project list for each fee category.

Task 6: Prepare Public Review Draft Fee Update and Nexus Study

- Develop and conduct a workshop/presentation of a Public Review Draft before the City Council to solicit community and stakeholder input.

- Handouts will be developed for the meetings that summarize the findings and analysis from the Public Review Draft.

Task 7: Final Update and Nexus Study and Adoption by City Council

- Prepare a final report based on comments from City staff.
- Review a draft of a proposed ordinance prepared by the City.
- Present Final Update and Study at a City Council Public Hearing and make revisions, if any, requested by the City Council.

Willdan will also provide recommendations for appropriate procedures in regularly updating fees for capital project cost inflation, updating capital facility needs based on changing demands, and including an administrative charge in the fee program.

Public Outreach

Engaging the public is a very important aspect of this project. Willdan supports stakeholder participation throughout the process of updating the DIF Program. Gaining consensus among various groups requires a balanced discussion of both economic development and community service objectives. Willdan has extensive experience facilitating meetings to explain the program and gain input. The attached proposal provides for two public stakeholder meetings before the City Council.

Project Schedule and Timing

Work on this project is anticipated to begin in July. A Draft DIF & CIP Report is expected to be presented to the City Council in November and the adoption of a Final DIF & CIP Program is expected to be completed in January 2017, pending strategic discussions between the City and Willdan.

POLICY CONSISTENCY

The Capital Improvement Program is consistent with many of the goals, objectives, and policies included in the General Plan/Local Coastal Plan. In particular:

Policy LU-3i. Ensure the provision of adequate services and resources, including parking, public transit and recreational facilities, to serve proposed development.

Objective PF-5: To provide a high quality and broad range of public services, facilities and utilities to meet the needs of all present and future residents of the Carpinteria Planning Area.

Policy PF-5b. The City will require proposed new developments to pay a fair share of the cost of needed public facilities and services. Further, in areas of the city designated for non-residential use but where residential use may be permitted, the City shall monitor total residential development and report annually to the School, Fire, Water and Sanitary districts to permit proper facilities planning by these special districts.

Policy PF-5c. The City will ensure that new development will not adversely impact services and facilities provided to existing development.

Updates to the Development Impact Fee Program are appropriate. The CIP/DIF updates are part of the Public Works 2016 Work Plan approved by the City Council as high priority projects.

FINANCIAL CONSIDERATIONS

The proposed contract with Willdan Financial Services is for a not-to-exceed \$52,600. The project cost, including staff time, is being funded by the General Fund and has been included in the Adopted FY 2016-17 Budget.

LEGAL

This item complies with the requirements of the Mitigation Fee Act.

OPTIONS

The City Council could choose not to authorize the City Manager to execute the proposed agreement with Willdan Financial Services and give further direction to staff.

PRINCIPAL PARTIES EXPECTED AT MEETING

There are no principal parties expected at the meeting.

ATTACHMENTS

Attachment A: Agreement with Willdan Financial Services

Staff contact:

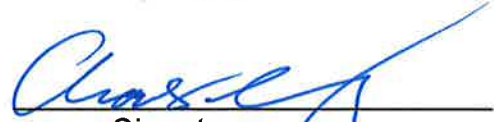
Brian C. Barrett, Management Analyst
(805) 755-4446

brianb@ci.carpinteria.ca.us


Signature

Reviewed by:

Charles W. Ebeling, P.E., Public Works Director


Signature

Reviewed by: Dave Durlinger, City Manager


Signature

ATTACHMENT A
Agreement with Willdan Financial Services

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT FOR CONSULTANT SERVICES (“**Agreement**”) is made and effective as of the 27th day of June, 2016 by and between the City of Carpinteria, a municipal corporation (“**City**”), and Willdan Financial Services (“**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 30th day of June, 2017; 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 Fifty Two Thousand Six Hundred Dollars (\$52,600.00) as full compensation for all labor, materials, equipment, tools, transportation, and Services. This compensation shall be paid in accordance with the payment rates and schedule as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based on the actual time spent on the tasks and the actual price of the necessary materials.

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

5. **RECORDS.**

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

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

6. **TERMINATION.**

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

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

11. **RELATIONSHIP TO CITY.**

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

12. GENERAL PROVISIONS.

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

To City:

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

To Consultant:

Chris Fisher, Vice President
Willdan Financial Services
27368 Via Industria, Suite 200
Temecula, CA 92590
P:(951) 587-3500
P:(951) 587-3510

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

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

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

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

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

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

"CITY"
City of Carpinteria

"CONSULTANT"
Willdan Financial Services

By: _____
David Durflinger, City Manager

By:  _____
Chris Fisher, Vice President

APPROVED AS TO FORM:
City of Carpinteria

By: _____
Peter N. Brown, on behalf of
Brownstein Hyatt Farber Schreck, LLP
Acting as City Attorney of the City of Carpinteria

EXHIBIT A

TASKS TO BE PERFORMED

City of Carpinteria

Proposal for

Development Impact Fee Program Update/ Nexus Study



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May 26, 2016

Mr. Brian C. Barrett
Management Analyst
City of Carpinteria
5775 Carpinteria Avenue
Carpinteria, California 93013

Re: Proposal for a Development Impact Fee Update and Nexus Study

Dear Mr. Barrett:

Willdan Financial Services ("Willdan"), as an expression of our interest in the Carpinteria Development Impact Fee Update and Nexus Study, is pleased to present the following proposal for services. Willdan's proposal has been prepared to give you an updated impact fee program that will withstand technical challenges and public scrutiny. We understand the City is interested in a comprehensive examination of its fee program, updating costs, and demographics, and also examining the fee structure and comparing the fee program to other jurisdictions. Willdan has wide experience in California and further afield, and can bring a broad and comprehensive perspective in its review of the City's fee program.

Given Willdan's unmatched impact fee experience, we are particularly well positioned to serve the City and help it reach its long-term goals. Explained below are our primary advantages.

Unmatched experience defending and implementing fee programs. Willdan's impact fee staff has assisted more than 100 California government agencies with the update of fees of all types, and is fortunate to be in a position that will provide a tremendous benefit to the City of Carpinteria Development Impact Fee Update and Nexus Study. Each project update has required defensible documentation and thorough coordination of fee program changes for different agency departments and stakeholders within the business community. In some cases, Willdan has been required to negotiate fees with stakeholders and, on occasion, defend them in meetings and public forums. Willdan has in every case been able to avoid a legal challenge of its fee programs. We are particularly strong in advising our clients on the advantages and disadvantages of different fee schedule structures (citywide versus multiple-fee districts; more versus fewer land-use categories; etc.) and methods of fee calculation that are based on the City's and stakeholder priorities. Willdan prepared the City's last fee update doing business as its predecessor, MuniFinancial.

Best-in-class impact fee team that can work immediately with the City. The Willdan Team begins a project by evaluating the City's options for creating new fees and/or updating and strengthening existing ones. Not all capital projects are amenable to funding from impact fee programs, and we identify sources that complement fee revenues to fully fund your capital improvement program. In a highly visible fee program, the consultant's work assisting the City with upfront selection of fee types and the facilities included in each fee will pay dividends when the City begins to administer the program.

Successful Project Completion. As indicated within our submission Willdan and the incorporated team members have successfully completed many impact fee studies, including most recently in the Cities of Fremont and Alameda. Both fee programs were approved by their respective City Councils.

Commitment and Availability to the Project. Please be assured that Willdan has the workforce available and resources to begin the project immediately upon selection, and that the current workload will not detract from providing timely, high-quality services consistent with both industry standards and those required by the City.

While each member of the project team currently has work in progress with other clients, the workload is at a manageable level with sufficient capacity to meet the needs of the City of Carpinteria with regard to the schedule and budget for this engagement.

In addition, Mr. Edison has access to sufficient staffing and other resources to ensure compliance with the City's budget and scheduling requirements; if necessary, we are able and committed to utilizing additional team members from our staff of over 70 professionals, to ensure that project deliverables and deadlines are realized.

Willdan utilizes a project management plan in each engagement. We will use this plan in the City of Carpinteria project to uphold the agreed upon budget and schedule. Our project management plan, in detail, has been included in this proposal, and follows the presentation of resumes.

We are excited about this opportunity to use our skills and expertise to assist the City of Carpinteria. To discuss any aspect of our qualifications, or to arrange for an interview with our team, please contact Mr. Edison at (510) 853-2612, or via email at JEdison@Willdan.com. Furthermore, I am an officer of the firm, and therefore authorized to bind the firm.

Sincerely,

WILLDAN FINANCIAL SERVICES



Chris Fisher
Vice President – Group Manager
Financial Consulting Services



Relevant Experience

Firm Description

Willdan Financial Services is one of four operating divisions within Willdan Group, Inc. (WGI), which was founded in 1964 as an engineering firm working with local governments. Today, WGI is a publicly owned company on NASDAQ (NASDAQ ticker: WLDN). WGI provides technical and consulting services that ensure the quality, value, and security of our nation's infrastructure, systems, facilities, and environment. The firm has been a consistent industry leader in providing all aspects of municipal and infrastructure engineering, public works contracting, public financing, planning, building and safety, construction management, homeland security, and energy efficiency and sustainability services. Today, WGI has over 600 employees operating from offices in Arkansas, Arizona, California, Colorado, District of Columbia, Florida, Illinois, Kansas, Nevada, New Jersey, New York, Ohio, Oregon, Texas, and Washington.



Established on June 24, 1988, Willdan Financial Services is one of the largest public sector financial consulting firms in the United States. Since that time, we have helped over 800 public agencies successfully address a broad range of financial challenges, such as financing the costs of growth and generating revenues to fund desired services. Willdan assists local public agencies by providing the following services:

- Real estate economic analysis;
- Economic development plans and strategies;
- Tax increment finance district formation and amendment;
- Housing development and implementation strategies;
- Financial consulting;
- Real estate acquisition;
- Classification/compensation surveys and analysis;
- Development impact fee establishment and analysis;
- Utility rate and cost of service studies;
- Feasibility studies;
- Debt issuance support;
- Long-term financial plans and cash flow modeling;
- Cost allocation studies; and
- Property tax audits.

Our staff of over 70 full-time employees supports our clients by conducting year-round workshops and on-site training to assist them in keeping current with the latest developments in our areas of expertise.

The organization chart located to the right represents Willdan's reporting structure, including the operating groups and the responsible manager.



Recent Projects

Representative project descriptions, including client contact information, are provided below. We are proud of our reputation for customer service and encourage you to contact these clients in regards to our commitment to excellence.

County of Riverside, CA | Comprehensive Impact Fee Update

Willdan is assisting the County of Riverside with an update of its comprehensive impact fee program. The fee categories were broad and diverse including countywide facilities such as jail detention facilities and county parks and trails; unincorporated only facilities such as fire stations and libraries; and County planning area specific facilities including storm drain and traffic improvements. Other facilities needed to be differentiated between the Eastern and Western portions of the County due to separation by distance as well as varying level of facilities by region. The process has been lengthy, involving significant efforts to inform staff of methodological differences between the Willdan methodology and the methodology of the previous consultant.

Client Contact: Ms. Serena Chow, Administrative Services Manager II
Riverside County Economic Development Agency
4080 Lemon Street, Riverside, CA 92501
Tel #: (951) 955-6619 | Email: schow@rivcoeda.org

Project Budget \$276,300

Time Period: February 2011 to May 2013

City of Alameda, CA | Development Impact Fee Update

The City of Alameda had not updated their development impact fees in over a decade, and required a nexus study and other assistance in order to comply with the Mitigation Fee Act. The fees to be updated included Streets/Transportation, Parking, Police, Fire, Housing, Public Art, Parks and Open Space, and Capital Facilities. In addition to the updates the City sought advice on restructuring its current fees and updating City ordinances.

Willdan prepared a full nexus study, including demographic projections, updated capital facilities, and the required findings to establish the legality of the City's fees under the *Mitigation Fee Act*. Willdan also prepare a survey of comparable fees in neighboring jurisdictions and a burden analysis. The purpose of the burden analysis was to measure the economic feasibility of the proposed fee program by examining the total cost of public facilities imposed when a building permit is pulled compared to development project market value.

Client Contact: Mr. Liam Garland; Administrative Services Manager
2263 Santa Clara Avenue, Alameda, CA 94501
Tel #: (510) 747-7962 | Email: lgarland@ci.alameda.ca.us

Project Budget \$81,071

Time Period: January 2014 to June 2014

City of Fremont, CA | Development Impact Fee Update

Willdan has recently completed a Master Plan Update and a Comprehensive Development Impact Fee Study Update for the City of Fremont. The City was in need of an update to the city's current development impact fee program for park, capital, and fire facilities; plus, park dedication in-lieu funds and traffic fees. Comparison reports, along with the updated proposed fees were presented, and adopted May 2015.

The Willdan team was selected to serve in this capacity due to our deep knowledge of the economics and politics of impact fee programs, and our experience crystallizing consensus around key issues.

Client Contact: Ms. Jennifer Brame, Associate Planner
39550 Liberty Street, Fremont, CA 94538
Tel #: (510) 494-4554 | Email: jbrame@fremont.gov

Project Budget \$178,000

Time Period: January 2013 to May 2015

City of Soledad, CA | Development Impact Fee Update

The City of Soledad charges a wide range of development impact fees to new development. Willdan developed the general government, fire protection, police, parks, and storm drainage fees in 2006. In 2012, the City sought to comprehensively update its impact fee program for potential changes in demographics, growth projections, project costs and facility standards. The resulting fees funded new development's share of planned facilities, while not overburdening development with unnecessary costs. Willdan developed a technically defensible fee justification based on the reasonable relationship and deferential review standards; provided a schedule of maximum-justified fees by land use category; engaged stakeholders to facilitate public support for the impact fee; and provided comprehensive documentation of all assumptions, methodologies, and results, including findings required by the *Mitigation Fee Act* (California Government Code 66000 to 66025).

Client Contact: Donald Wilcox, PE, Public Works Director
248 Main Street, Soledad, CA 93960
Tel #: (831) 223-5173; Email: donald.wilcox@cityofsoledad.com

Project Budget \$55,670

Time Period: March 2013 to October 2013

City of Santa Clara, CA | Park Fee Update

Willdan was contracted to update the City's existing park impact fee. The City faced a unique challenge as their park fee dated back many years, and was not aligned with the City's newly adopted General Plan. Willdan utilized the information specific to parks contained within the City's current Capital Improvement Plan, as well as demographic information within the City's General Plan. Willdan prepared a nexus study establishing the fee that could be charged to new development, which was adopted by the City Council, and is currently in effect.

Client Contact: Jim Teixeira, Director of Parks and Recreation
1500 Warburton Road, Santa Clara, CA 95050
Tel #: (408) 615-2260; Email: jteixeira@santacclaraca.gov

Project Budget \$18,000

Time Period: May 2013 to December 2013

Development Impact Experience

The firm's commitment to public agencies and public solutions has helped us develop the broad finance expertise that will be utilized to support the City of Carpinteria with upcoming financial related engagements. Willdan has worked on virtually every aspect of municipal finance, including fiscal and economic impact studies related to development and re-organization, the financing of infrastructure and services through special district or supplemental taxes, and even working under contract as a department head of an entire municipality. This experience has provided Willdan team members with deep insight into the sources of municipal revenue and the costs of services.

Managing Principal Mr. James A. Edison, and his team have worked with cities on a number of development projects, including the full range of analysis related to feasibility, economic and fiscal impacts, infrastructure finance, and negotiations with private developers.

Willdan's impact fee staff has assisted more than 100 agencies with impact fee-related projects. The following identifies a partial listing of our development impact fee clients.

Willdan Financial Services Development Impact Fee Studies Partial Client List	
Alpine Springs Water District, CA	City of Sebastopol, CA
Cambria Community Services District, CA	City of Sierra Madre, CA
City and County of Broomfield, CO	City of Soledad, CA
City and County of Denver, CO	City of South Gate, CA
City of Alameda, CA	City of South San Francisco, CA
City of Antioch, CA	City of Stockton, CA
City of Arcadia, CA	City of Tehachapi, CA
City of Bellflower, CA	City of Tracy, CA
City of Beverly Hills, CA	City of Upland, CA
City of Brea, CA	City of Visalia, CA
City of Bullhead, AZ	Coachella Valley Association of Governments, CA
City of Burlingame, CA	Contra Costa Fire Protection District, CA
City of Calimesa, CA	County of Alameda Congestion Management Agency, CA
City of Carpinteria, CA	County of El Dorado, CA
City of Chandler, AZ	County of Fresno, CA
City of Coachella, CA	County of Kern, CA
City of Covina, CA	County of Kings, CA
City of Dublin, CA	County of Los Angeles, CA
City of El Centro, CA	County of Madera, CA
City of El Monte, CA	County of Merced, CA
City of El Segundo, CA	County of Placer, CA
City of Emeryville, CA	County of Riverside, CA
City of Flagstaff, AZ	County of Sacramento, CA
City of Fremont, CA	County of San Joaquin, CA
City of Fresno, CA	County of San Luis Obispo, CA
City of Gilroy, CA	County of Santa Clara Congestion Management Agency, CA
City of Grass Valley, CA	County of Shasta, CA
City of Greeley, CO	County of Solano, CA
City of Gustine, CA	County of Stanislaus, CA
City of Hawthorne, CA	County of Tulare, CA
City of Hercules, CA	County of Yolo, CA
City of Hollister, CA	Diamond Springs Fire Protection District, CA
City of Huntington Beach, CA	Dixon Public Library District, CA

**Willdan Financial Services
Development Impact Fee Studies
Partial Client List**

City of Huntington Park, CA	East Contra Costa Fire Protection District, CA
City of Indian Wells, CA	Foresthill Fire Protection District, CA
City of Irwindale, CA	Fremont Unified School District, CA
City of Kingsburg, CA	Herald Fire Protection District, CA
City of La Mesa, CA	Kern Council of Governments, CA
City of Lake Elsinore, CA	Keyes Fire Protection District, CA
City of Lake Havasu City, AZ	Lake Durango Water Authority, CO
City of Lancaster, CA	Metro Wastewater Reclamation District, CO
City of Littleton, CO	Milpitas Unified School District, CA
City of Livermore, CA	Mountain View Fire Protection District, CA
City of Long Beach, CA	Mt. Diablo Fire Protection District, CA
City of Madera, CA	North Tahoe Fire Protection District, CA
City of Maitland, FL	Oakdale Rural Fire Protection District, CA
City of Manteca, CA	Pinery Water and Wastewater District, CO
City of Montebello, CA	Rincon Valley Fire Protection District, CA
City of Monterey, CA	Salida Fire Protection District, CA
City of Mountain View, CA	San Joaquin Area Flood Control Agency, CA
City of Oakley, CA	San Miguel Fire Protection District, CA
City of Oceanside, CA	San Ramon Fire Protection District, CA
City of Oxnard, CA	Security Water and Wastewater District, CO
City of Pacifica, CA	Shasta County Regional Transportation Agency, CA
City of Palmdale, CA	Stanislaus Council of Governments, CA
City of Phoenix, AZ	Stanislaus County Fire Protection District, CA
City of Pittsburg, CA	Stockton-San Joaquin Library District, CA
City of Pleasant Hill, CA	Suisun Fire Protection District, CA
City of Porterville, CA	Tehachapi Valley Rec. & Park District, CA
City of Redding, CA	Tehama County Regional Transportation Agency, CA
City of Redlands, CA	Town of Buckeye, AZ
City of Redwood City, CA	Town of Clarkdale, AZ
City of Reedley, CA	Town of Eagar, AZ
City of Rialto, CA	Town of Florence, AZ
City of Richmond, CA	Town of Parker, AZ
City of Rio Rancho, NM	Town of Portola Valley, CA
City of Rio Vista, CA	Town of Prescott Valley, AZ
City of Rocklin, CA	Town of Wickenburg, AZ
City of Rolling Hills Estates, CA	Town of Windsor, CA
City of Rosemead, CA	Town of Yucca Valley, CA
City of Roseville, CA	Triview Metropolitan District, CO
City of Sacramento, CA	Truckee Fire Protection District, CA
City of San Carlos, CA	Tulare County Association of Governments, CA
City of San Jose, CA	West Stanislaus Fire Protection District, CA
City of San Leandro, CA	Westport Fire Protection District, CA
City of San Luis Obispo, CA	Widefield Water and Sanitation District, CO
City of Santa Clarita, CA	William S. Hart Union School District, CA
City of Santa Rosa, CA	



Project Manager/Key Staff

Project Team

Our management and supervision philosophy for the project team is very simple: staff every position in sufficient numbers, with experienced personnel, to deliver a superior product and convey results to decision makers in meetings, on time and on budget. With that philosophy in mind, we have selected experienced professionals for the City's Development Impact Fee Update and Nexus Study engagement. We are confident that our team possesses the depth of experience that will successfully fulfill the desired work performance.

Mr. **James Edison**, Managing Principal, will serve as the **Principal-in-Charge and Project Manager** for the City's engagement. His responsibilities will include overseeing the quality of work products, and assuring timely completion of the project, and will be present at key meetings. He has been selected for this role because of his familiarity with innovative approaches to funding public facilities and recent legislative and case-law changes that alter how California agencies can use the Mitigation Fee Act.

Mr. Edison is a former bond attorney, and an active member of the California State BAR. With this knowledge and expertise overseeing the City's project, he can be of assistance in advising, and addressing matters that are related to the review or preparation of a nexus study.

Mr. **Carlos Villarreal**, Project Manager, will serve as **Lead Analyst** for the City's engagement, as well the as the day-to-day and principal contact. Mr. Villarreal will be responsible for data gathering and report writing. He will also be responsible for leading tasks and coordinating with the client to ensure that data gathering proceeds smoothly and minimizes the burden on client staff. He has been selected to serve in this capacity due to his prior experience developing and updating a variety of impact fee programs throughout the State of California.

Billing Rates

The table below denotes the specific billing rates for the project team mentioned above. A full project budget has been included in the section entitled Budget and Schedule, as requested.

Team Member	Title	Hourly Rate
James Edison	Managing Principal	\$200
Carlos Villarreal	Project Manager	\$145

Resumes

Provided on the following pages, are resumes for each of the individuals identified above. Each resume describes the team members' professional credentials and experience, which will be drawn upon in order to complete the City's engagement.

James Edison

Education

*Juris Doctorate, Boalt
Hall School of Law,
University of California,
Berkeley*

*Master of Public Policy,
Richard and Rhoda
Goldman School of
Public Policy, University
of California, Berkeley*

*Bachelor of Arts, magna
cum laude, Harvard
University*

Professional Registrations

*Member of State Bar,
California*

*Licensed Real Estate
Broker, California*

Affiliations

*Council of Development
Finance Agencies*

*CFA Society of
San Francisco*

*Congress for the
New Urbanism*

Urban Land Institute

Seaside Institute

*International Economic
Development Council*

16 Years' Experience

Principal-in-Charge/Project Manager

Mr. James Edison has been selected to serve in the capacity of Principal-in-Charge/Project Manager, due to his extensive experience, innovative approaches to funding public facilities and recent legislative and case law changes that dictate how public agencies can utilize the Mitigation Fee Act.

Mr. Edison specializes in the nexus between public and private, with particular expertise in public-private partnerships, and the benefits of economic development to municipalities and state, provincial, regional and national governments. He possesses deep expertise in land use economics, with a specialty in finance and implementation, including fiscal impact and the public and private financing of infrastructure and development projects, both in the U.S. and internationally. Mr. Edison's public sector experience includes local and regional economic impact studies; fiscal impact evaluations; new government formation strategies; and the creation of impact fees, assessments, and special taxes to fund infrastructure and public facilities. Mr. Edison has conducted numerous evaluations of the economic and fiscal impact of specific plans, and consulted on a wide variety of land use planning topics related to community revitalization and the economic and fiscal impacts of development.

As a former bond attorney, Mr. Edison understands the legal underpinnings and technical requirements of public financing instruments, and has advised both public and private clients on the use of individual instruments, and the interaction between those instruments and the needs of developers and project finance.

Project Experience

City of Alameda, CA – Comprehensive Impact Fee Update: Mr. Edison led the Willdan team updating the impact fee programs of the City of Alameda, and creating a separate impact fee program for Alameda Point, the former Alameda Naval Air Station.

County of Tulare, CA – Countywide Impact Fees: Mr. Edison served as project manager for a study that involves the creation of an impact fee program for the County. The study includes a range of facilities including public protection, library and parks facilities, as well as a transportation facilities impact fee, with different fees calculated for two zones in the County.

City of Fremont, CA – Comprehensive Impact Fee Update: Mr. Edison led the Willdan Team in the successful update of the impact fee programs for the City of Fremont. The effort included an update of the City's transportation impact fee program and capital improvement program.

County of Riverside, CA – Comprehensive Impact Fee Update: Mr. Edison led the effort to establish a comprehensive fee program for the County, including facilities fees for fire, police, parks, criminal justice, libraries and traffic. He prepared the technical and analytical documents necessary to calculate the fee and establish the necessary nexus to collect it, as well as presented the fees during public hearings to the County Board of Supervisors.

City of Murrieta, CA – Master Facilities Plan and Development Impact Fee Calculation Report Update: Mr. Edison is currently serving as the principal-in-charge of the City's study to update their Master Facilities Plan and Development Impact Fee Calculation Report, to ensure that new development pays the capital costs associated with growth. The existing fees were adopted in 1998.

City of Manteca, CA – Fire Impact Fee Update: Mr. Edison served in the capacity of project manager for the update of the City's fire services impact fee program.

City of Pacifica, CA – Park Fee Update: Mr. Edison served as the City's project manager to update their park fee to include new costs and to impose fees for home expansion/remodels, in addition to new development.



J. Edison
Resume Continued

Imperial County, CA – Solar Farm Fiscal and Economic Analysis: Mr. Edison was engaged by the County of Imperial to evaluate the fiscal and economic impacts of a series of proposed solar-voltaic facilities (or "solar farms") on land near the Town of Calipatria in Imperial County. For each, Mr. Edison calculated the tax revenues and service expenditures accruing to the County from development of the project, and also estimated the economic impacts of the project using IMPLAN, including the impact of the construction and ongoing operation of the solar farm, along with the negative impact of the removal of the project site from agricultural production.

Stanislaus County Council of Governments, CA – Regional Transportation Fee Update: Mr. Edison worked on an update of the County's transportation impact fee program. Key tasks included a revised capital improvement program and fee model, along with a public participation process that ensures buyin from the communities of Stanislaus County and the County government itself.

City of Foster City, CA – Gilead, Chess Drive, and Mirabella Fiscal Impact Studies: The City of Foster City hired Mr. Edison to provide an evaluation of the fiscal impact of three specific plans in the City. He evaluated the impact on services of each plan, the anticipated new revenues and expenditures, and the necessity for new public facilities to serve the projects.

City of Vallejo, CA – Costco Expansion Urban Decay, Economic, and Fiscal Impact Analysis: In response to the request of the City of Vallejo, Mr. Edison examined the economic impact of a proposed expansion of an existing Costco. The analysis included projections of the impact on sales tax, employment, property tax and the net impact to the City's budget. Based on the analysis, the City Planning Commission approved the Costco expansion.

City of Vallejo, CA – Service Island Annexation Fiscal Impact Analysis: The City of Vallejo engaged Mr. Edison to provide an analysis of the fiscal impact of the annexation of three unincorporated areas within the boundaries of the City of Vallejo, areas commonly called "service islands." Solano County LAFCO requested the City to examine the impact of annexation as part of larger annexation proposal by the City. He provided an examination of the fiscal implications of the annexation of each area, including population, business activity, and the likely revenues and costs associated with adding each area to the City.

County of Placer, CA – Bohemia Lumber Site, Fiscal Impact and Urban Decay Analysis: The County of Placer engaged Mr. Edison to examine the fiscal impact and potential urban decay effects from the development of the former Bohemia Lumber site into a retail center. Mr. Edison prepared the analysis and presented the results to the County Board of Supervisors.

City of Redding, CA – Oasis Towne Centre Financing and Fiscal/Economic Impact Analysis – Hired by the Levenson Development Company (LDC) to assist with an economic/fiscal impact study and a financing plan for the Oasis Towne Center, a retail development of approximately one million square feet in Redding, California. Mr. Edison advised LDC on how to structure the financing of the development in order to provide public benefits from the project and minimize the need for public resources. He prepared an economic and fiscal analysis and negotiated a series of service plans and fiscal mitigation measures with the City of Redding. Mr. Edison also prepared a financing plan for infrastructure needed not only for the immediate project but also for development within the entire Oasis Road Specific Plan area

Carlos Villarreal

Lead Analyst

Education

*Master of Public Policy,
Richard and Rhoda
Goldman School of
Public Policy, University
of California, Berkeley*

*Bachelor of Arts,
Geography, University of
California, Los Angeles;
Minor in Public Policy and
Urban Planning*

Areas of Expertise

Fiscal Impact Analyses

*Development Impact
Fees*

*Public Facilities
Financing Plans*

GIS Analysis

10 Years' Experience

Mr. Carlos Villarreal will serve in the role of Lead Analyst for the City's engagement. He has been selected for this role due to his prior experience documenting nexus findings for development impact fees, preparing capital improvement plans, facilitating stakeholder involvement, and analyzing the economic impacts of fee programs. He has supported adoption of fee programs funding a variety of facility types, including, but not limited to transportation, parks, library, fire, law enforcement, and utilities.

Project Experience

City of Alameda, CA – Alameda Development Impact Fee Update: Mr. Villarreal served as the Lead Project Analyst for the the City of Alameda engagement to upate the City's impact fee program. He coordinated with the City to gather the pertinent data for the project, and was instrumental in preparing the nexus study, in addition to participating in the presentation to stakeholderds and City Council

City of Morgan Hill, CA – Development Impact Fee Update: Mr. Villarreal served as Project Manager for a study to update the City's existing nexus study, including general government, fire, police, parks and recreation, library and storm drain fee categories. Project scope includes stakeholder outreach.

City of Santa Clara, CA – Parks Fee Update: As Assistant Project Manager to Mr. Edison, Mr. Villarreal collected the necessary data to update the City's parks fee. Willdan prepared a comprehensive update of the City's parks fee, including demographic analysis and estimation of the cost of acquiring and improving public park land.

City of Upland, CA – Impact Fee Study Update: Conducted a study to update the City's impact fee program, including general government, regional transportation, water, sewer, storm drain and park fees. Traffic fees were established within the San Bernardino Associated Governments' (SANBAG) guidelines to provide a local funding source for improvements of regional significance.

County of Stanislaus, CA – Impact Fee Study Update: Mr. Villarreal served in the role of project manager for a study updating the County's existing impact fee program. The program includes a range of facilities including public protection, library, and park facilities. The study also includes a transportation facilities impact fee, with different fees calculated for two zones in the County. Considerable stakeholder outreach was an integral component of this project.

County of San Benito, CA – Comprehensive Impact Fee Study: In the role of project manager, Mr. Villarreal assisted the County of San Benito with the preparation of an updated and expanded impact fee program. The fee programs included: 1) Capital Improvements Impact Fee; 2) Road Equipment Impact Fee; 3) Fire Mitigation Impact Fee; and 4) Park and Recreation Impact Fee.

City of Soledad, CA – Development Impact Fee Study Update: Mr. Villarreal managed the update of the City's impact fee program, specifically changes in demographics, growth projections, project costs, and facility standards. In particular, the City needed to revise its capital facilities needs to accommodate a much lower amount of growth than what was projected before 2007. The resulting fees funded new development's share of planned facilities, while not overburdening development with unnecessary costs.

Rodeo-Hercules Fire Protection District, CA – Fire Impact Fee Update: Mr. Villarreal served as Project Manager for the District's fire impact fees update. The fee will be charged in two jurisdictions, the City of Hercules, and the unincorporated community of Rodeo. The fees were adopted by the City Council in September 2009, and were presented to the Board of Supervisors in December 2009.

References

James Edison, Principal-in-Charge/Project Manager

Ms. Serena Chow
Administrative Services Manager II
Riverside County Economic Development Agency
Tel #: (951) 955-6619

Mr. Keith Rogal
President
Napa Development Partners, LLC
Tel #: (707) 251-0123

Ms. Jennifer Ott
Chief Operating Officer
Alameda Point
Tel #: (510) 747-4747

Mr. Ian Gillis
President
Urban Community Partners
Tel #: (415) 215-6800

Carlos Villarreal, Lead Analyst

Chief Mitch Higgins
Fire Chief
Penryn Fire Protection District
Tel #: (916) 663-3389

Ms. Karen Nelson
Community Development
Support Services Supervisor
City of Morgan Hill
Tel #: (408) 310-4671

Ms. Margie Riopel
Management Analyst
San Benito County
Tel #: (831) 636-4000

Project Management & QA / QC

Project Management Approach

To ensure that the project stays on schedule and is properly focused on City objectives, Mr. Edison, in collaboration with Mr. Villarreal, will provide City staff with updates to summarize our progress against the project timeline, and update the status of upcoming deliverables. We will also document discussions leading to important policy decisions and/or the choice of critical assumptions used in constructing the analysis. It will be important to the overall success of the project to ensure that work progresses according to the timeline that is agreed to during the project kick-off call. We will also schedule and conduct conference calls necessary to review project progress, and address changes in objectives or direction of the project. Finally, following key stakeholder discussions, we will schedule a call to summarize findings and direction with City staff, to make certain that we are in agreement with stated objectives, and that feedback is incorporated as appropriate.

All of these steps guarantee that as the project moves forward success will be achieved by continually aligning our approach and work with stakeholder and City objectives, adjusting where necessary.

At Willdan, we utilize a project management process that ensures projects are completed on time, within budget and most importantly yield results that match our clients' expectations. Our complete project management process has five primary principles common to successful projects:

1. **Define** the project to be completed. Mr. Edison will identify the project scope, set objectives, list potential constraints, document assumptions, choose a course of action and develop an effective communication plan.
2. **Plan** the project schedule. Mr. Edison, in collaboration with the project team and City staff, will create an agreed upon timeline to meet the City's estimated project timeline. He will assign workload functions to appropriately qualified staff to ensure milestones are met, on time. Furthermore, the project team will meet bi-weekly to assess the status of the project and Mr. Edison will direct existing and upcoming project tasks. These meetings ensure that staffing resources are well-matched to provide the highest quality of work product, high responsiveness to the City, and to keep the project on schedule. These meetings also provide a forum for applying the team's collective expertise to solving difficult analytical issues that arise in complex projects.
3. **Manage** the execution of the project. Mr. Edison has been selected to fulfill the role of project manager due to his strong project management skills. He will be responsible for controlling the work in progress, providing feedback to project team members and City staff, and will be accountable to the City for meeting the schedule, budget and technical requirements of the project. Most importantly, Mr. Edison will ensure constant collaboration and communication between City staff and the project team through frequent progress memorandums, conference calls and in-person meetings.
4. **Review** all work product and deliverables through a structured quality assurance process involving up to three levels of review at the peer level, project manager level, and if necessary executive officer level. We have designed a formal and structured quality assurance system that will be utilized throughout the course of the project.
5. **Communication** with the client regarding work status and progress. Mr. Edison will ensure that the City receives regular updates of status, and will schedule regular conference calls to touch base. He will also inform the City of any roadblocks encountered, or whether the amount of work associated with an element of the project is more than was projected, or outside of the agreed upon scope of services. From this point, he will work with the City to address and resolve these types of issues.

We have utilized these guiding principles for all of our firm's projects. The City of Carpinteria can be assured that through the utilization of these principles, Mr. Edison will ensure the project deliverables for the Development Impact Fee and Nexus Study will be of the highest quality and will be delivered on time and within the agreed upon budget.

Through the process of providing regular updates and conducting status conference calls, potential issues will be highlighted, discussed and resolved. Any deviances from the project timeline will be identified and plans will be developed for course corrections. If necessary, changes in approach or strategy will be discussed with City staff, to meet the City of Carpinteria's needs. In doing this, we will ensure the project stays on track and evolves, based upon current thinking and outside dynamics.



Quality Assurance / Quality Control Process

Our quality control program is incorporated as a required element of Willdan's day-to-day activities. There are three levels of reviews incorporated for our deliverables:

- 1) Peer review;
- 2) Project Manager review; and
- 3) Final quality assurance manager review.

Peer reviews involve one analyst reviewing the work of another, while project manager reviews are conducted prior to delivery to the quality assurance manager. The quality assurance manager then performs a final review. This assures that our final product has been thoroughly evaluated for potential errors; thus providing quality client deliverables, and high levels of integrity and outcomes.

The primary mission of our quality control plan is to provide staff with the technical and managerial expertise to plan, organize, implement, and control the overall quality effort, thereby ensuring the completion of a quality project within the time and budget established.

The goals of the Willdan quality assurance / control process team are to:

- Establish a set of planned and systematic actions for maintaining a high level of quality in the professional services performed;
- Establish a consistent and uniform approach to the services performed;
- Ensure efficient use of resources;
- Emphasize quality in every phase of work; and
- Implement appropriate quality control measures for each work task of the project.

The above activities will be a critical part of initiation and implementation of the quality control plan and will set the tone for successful team cooperation throughout the life of the project. The following list defines the basic elements that will be covered in the plan:

- Contract deliverables;
- Specific quality control procedures;
- Special quality control emphasis;
- Responsibility and authority;
- Budget and manpower requirements;
- Overall project schedule and budget; and
- Project documentation requirements

The Willdan team will work to ensure that these elements are strictly adhered, so that our quality assurance objectives and proper identification of costs are achieved.

Quality Assurance Levels of Review



Scope of Work

This section outlines Willdan's understanding of the situation surrounding the City of Carpinteria's need for a comprehensive update to their impact fees; and explains the project objectives. Furthermore, we provide background regarding public facilities financing in California, and an overview of our approach to development impact fee programs.

Project Understanding

Willdan understands that the City wishes to review its overall fee program, examining the structure (including potential sub areas), and its general level relative to comparable jurisdictions. In addition to updating existing fees, the City seeks to ensure that that new development pays its fair share of necessary infrastructure. The City therefore seeks assistance with identifying any additional fee categories that would be appropriate.

Many municipalities in California have seen increases in applications for building permits in the past year or so, and the City of Carpinteria is well positioned to capture a significant portion of the projected growth in the area. The City is seeking a consultant to develop an impact fee program to ensure a fair and reasonable fee structure, while meeting the requirements of the California Mitigation Fee Act (*California Government Code 66000 to 66025*). The resulting fees will fund new development's share of planned facilities, while not overburdening development with unnecessary costs.

Objectives

The objective of this project is to update the City's development impact fee pursuant to State law, which requires an update every five years. To accomplish this objective, this study will:

- Develop a technically defensible fee justification, based on the reasonable relationship and deferential review standards;
- Review and update facility standards, capital facilities plans, and costs and development and growth assumptions;
- Provide a schedule of maximum-justified fees by land use category; and
- Provide comprehensive documentation of assumptions, methodologies, and results, including findings required by the Mitigation Fee Act.

Public Facilities Financing in California

The changing fiscal landscape in California during the past 30 years has steadily undercut the financial capacity of local governments to fund infrastructure. Four dominant trends stand out:

1. The passage of a string of tax limitation measures starting with Proposition 13 in 1978 and continuing through the passage of Proposition 218 in 1996;
2. Declining popular support for bond measures to finance infrastructure for the next generation of residents and businesses;
3. Steep reductions in Federal and State assistance; and
4. Permanent shifting by the State of local tax resources to the State General Fund to offset deficit spending brought on by recessions.

Faced with these trends, many cities and counties have had to adopt a policy of "growth pays its own way." This policy shifts the burden of funding infrastructure expansion from existing rate and taxpayers onto new development. This funding shift has been accomplished primarily through the imposition of assessments, special taxes, and development impact fees, also known as public facilities fees. Assessments and special taxes require approval of property owners or registered voters and are appropriate when the funded facilities are directly related to the developing property. Development fees, on the other hand, are an appropriate funding source for facilities that benefit development jurisdiction-wide. Development fees need only a majority vote of the legislative body for adoption.

Summary of Approach

Willdan's methodology for calculating public facilities fees is both simple and flexible. Simplicity is important so that the development community and the public can easily understand the justification for the fee program. At the same time, we use our expertise to reasonably ensure that the program is technically defensible.

Flexibility is important so we can tailor our approach to the available data, and the agency's policy objectives. Our understanding of the technical standards established by statutes and case law suggests that a range of approaches are technically defensible. Consequently, we can address policy objectives related to the fee program, such as economic development and affordable housing. Flexibility also enables us to avoid excessive engineering costs associated with detailed facility planning. We calculate the maximum justifiable impact fee and provide flexibility for the agency to adopt fees up to that amount.

Development impact fees are calculated to fund the cost of facilities required to accommodate growth. The four steps followed in an impact fee study include:

- **Estimate existing development and future growth:** Identify a base year for existing development and a growth forecast that reflects increased demand for public facilities;
- **Identify facility standards:** Determine the facility standards used to plan for new and expanded facilities;
- **Determine facilities required to serve new development and their costs:** Estimate the total amount and cost of planned facilities, and identify the share required to accommodate new development; and
- **Calculate fee schedule:** Allocate facilities costs per unit of new development to calculate the public facilities fee schedule.

We discuss key aspects of our approach to each of these steps in the subsections that follow.

Growth Projections

In most cases, we recommend use of long-range market-based projections of new development. By "long-range" we suggest 20 to 30 years to: (1) capture the total demand often associated with major public facility investments; and (2) support analysis of debt financing, if needed. In contrast to build out projections, market based projections provide a more realistic estimate of development across all land uses. Build out projections typically overestimate commercial and industrial development because of the oversupply of these land uses relative to residential development.

Facility Standards

The key public policy issue in development impact fee studies is the identification of facility standards (step #2, above). Facility standards document a reasonable relationship between new development and the need for new facilities. Standards ensure that new development does not fund deficiencies associated with existing development.

Our approach recognizes three separate components of facility standards:

1. **Demand standards** determine the amount of facilities required to accommodate growth. Examples include park acres per thousand residents, square feet of library space per capita, or gallons of water per day. Demand standards may also reflect a level of service such as the vehicles-to-capacity (V/C) ratio used in traffic planning;
2. **Design standards** determine how a facility should be designed to meet expected demand, for example park improvement requirements and technology infrastructure for office space. Design standards are typically not explicitly evaluated as part of an impact fee analysis but can have a significant impact on the cost of facilities. Our approach incorporates current facility design standards into the fee program to reflect the increasing construction cost of public facilities; and
3. **Cost standards** are an alternate method for determining the amount of facilities required to accommodate growth based on facility costs per unit of demand. Cost standards are useful when demand standards were not explicitly developed for the facility planning process. Cost standards also enable different types of facilities to be analyzed based on a single measure (cost or value), useful when disparate facilities are funded by a single fee program. Examples include facility costs per capita, per vehicle trip, or cost per gallon of water per day.

Identifying New Development Facility Needs and Costs

We have a number of approaches that can be used to identify facility needs and costs to serve new development. Often this is a two-step process: (1) identify total facility needs; and (2) allocate to new development its fair share of those needs. Total facility needs are often identified through a master facility planning process that typically takes place concurrent with or prior to conducting the fee study. Engineered facility plans are particularly important in the areas of traffic, water, sewer, and storm drain because of the specialized technical analysis required to identify facility needs.

There are three common methods for determining new development's fair share of planned facilities costs: (1) the existing inventory method; (2) the planned facilities method; and (3) the system plan method. Often the method selected depends on the degree to which the community has engaged in comprehensive facility master planning to identify facility needs.

The formula used by each approach and the advantages and disadvantages of each method is summarized on the page that follows:

Existing Inventory Method

The existing inventory method allocates costs based on the ratio of existing facilities to demand from existing development as follows:

$$\frac{\text{Current Value of Existing Facilities}}{\text{Existing Development Demand}} = \$/\text{unit of demand}$$

Under this method new development funds the expansion of facilities at the same standard currently serving existing development. By definition, the existing inventory method results in no facility deficiencies attributable to existing development. This method is often used when a long-range plan for new facilities is not available. Only the initial facilities to be funded with fees are identified in the fee study. Future facilities to serve growth are identified through an annual Capital Improvement Plan ("CIP") and budget process, possibly after completion of a new facility master plan.

Planned Facilities Method

The planned facilities method allocates costs based on the ratio of planned facility costs to demand from new development as follows:

$$\frac{\text{Cost of Planned Facilities}}{\text{New Development Demand}} = \$/\text{unit of demand}$$

This method is appropriate when specific planned facilities can be identified that only benefit new development. Examples include street improvements to avoid deficient levels of service or a sewer trunk line extension to a previously undeveloped area. This method is appropriate when planned facilities would not serve existing development. Under this method new development funds the expansion of facilities at the standards used for the master facility plan.

System Plan Method

This method calculates the fee based on the ratio of the value of existing facilities plus the cost of planned facilities divided by demand from existing plus new development:

$$\frac{\text{Value of Existing Facilities} + \text{Cost of Planned Facilities}}{\text{Existing} + \text{New Development Demand}} = \$/\text{unit of demand}$$

This method is useful when planned facilities need to be analyzed as part of a system that benefits both existing and new development. It is difficult, for example, to allocate a new fire station solely to new development when that station will operate as part of an integrated system of fire stations that together to achieve the desired level of service. Police substations, civic centers, and regional parks are examples of similar facilities.

The system plan method ensures that new development does not pay for existing deficiencies. Often, facility standards based on policies such as those found in General Plans are higher than existing facility standards. This method enables the calculation of the existing deficiency required to bring existing development up to the policy-based standard. The local agency must secure non-fee funding for that portion of planned facilities, required to correct the deficiency, to ensure that new development receives the level of service funded by the impact fee.

Calculating the Fee Schedule

The fee schedule uses the cost per unit of demand discussed in the last subsection to generate the fee schedule. This unit cost is multiplied by the demand associated with a new development project to calculate the fee for that project. The fee schedule uses different demand measures by land use category to provide a reasonable relationship between the type of development and the amount of the fee. We are familiar with a wide range of methods for identifying appropriate land use categories and demand measures depending on the particular study.

Related Approach Issues

Funding and Financing Strategies

In our experience, one of the most common problems with impact fee programs and with many CIPs is that the program or plan is not financially constrained to anticipated revenues. The result is a "wish list" of projects that generate community expectations that often cannot be fulfilled. Our approach is to integrate the impact fee program into the local agency's existing CIPs while encouraging those plans to be financially constrained to available resources. We clearly state the cost of correcting existing deficiencies, if any, to document the relationship between the fee program and the need for additional non-fee funding.

We can also address one of the most significant drawbacks of an impact fee program – the inability to support conventional public debt financing, so projects can be built before all fee revenues have been received. In collaboration with financial advisors and underwriters, we have developed specific underwriting criteria so that fees can be used to pay back borrowing as long as another source of credit exists. Typically, this approach involves the use of Certificates of Participation or revenue bonds that are calibrated so that they can be fully repaid using impact fee revenues.

Economic Development Concerns

The development community often is concerned that fees and other exactions will become too high for development to be financially feasible under current market conditions. Local agencies have a number of strategies to address this concern, including:

- Conducting an analysis of the total burden placed on development, by exactions, to see if feasibility may be compromised by the proposed fees;
- Gathering similar data on the total fee burden imposed by neighboring or competing jurisdictions;
- Developing a plan for phasing in the fees over several years to enable the real estate market to adjust;
- Providing options for developers to finance impact fees through assessment and other types of financing districts; and
- Imposing less than the maximum justified fee.

If less than the maximum justified fee is imposed, we will work with staff to identify alternative revenues sources for the CIP. The CIP should remain financially feasible to maintain realistic expectations among developers, policy-makers, and the public.

Our proposed scope will include an analysis of neighboring and comparable jurisdictions.

Stakeholder Participation

Stakeholder participation throughout the study supports a successful adoption process. Our approach is to create consensus first, around the need for facilities based on agreed upon facility standards. Second, we seek consensus around a feasible funding strategy for these needs, leading to an appropriate role for impact fees.

Gaining consensus among various groups requires a balanced discussion of both economic development and community service objectives. Often, our approach includes formation of an advisory committee to promote outreach to and input from the development community and other stakeholders. We have extensive experience facilitating meetings to explain the program and gain input. This proposal provides for two stakeholder meetings. Willdan can add additional meetings based upon a time and materials basis if needed.

Program Implementation

Fee programs require a certain level of administrative support for successful implementation. Our final report will include recommendations for appropriate procedures, such as:

- Regularly updating development forecasts;
- Regularly updating fees for capital project cost inflation;
- Regularly updating capital facility needs based on changing demands;
- Developing procedures for developer credits and reimbursements; and
- Including an administrative charge in the fee program.



Work Plan

Detailed within is our proposed scope, described in detail by task. We explain how we will accomplish each task and identify associated meetings and deliverables. Following the scope is a description of our expectations of support from City staff.

We want to ensure that our work plan is responsive to the City's needs and specific local circumstances. We will work with the City to revise our proposed work plan, based on input prior to approval of a contract, and as needed during the course of the study.

The facilities fees under consideration, which are specific to this particular engagement are listed below:

- Street and Thoroughfares
- Highway Interchanges & Bridges
- Traffic Control
- General Facilities and Equipment
- Storm Drainage
- Parks and Recreations Land Acquisition
- Parks and Recreational Facilities Development
- Aquatics Facilities
- Open Space Land Acquisition
- Parking Facilities
- Quimby

The City's request for service is to create a complete and defensible update of the existing fee structure, consistent with the City's goals and policies and reflecting current economic conditions. The study will also ensure the City is accurately accounting for the true cost of providing future services within the City, and that development fees collected reflect those costs. Willdan will work with City staff to review, and update a Development Impact Fee program that meets the requirements of the Mitigation Fee Act, California Government Code section 66000 *et. seq.*

Task 1: Develop Project Strategy

Sub Task 1.1: Data Review

Willdan will identify and resolve policy issues and review existing fees as well as the applicable portions of the City's Municipal Code. Review agency documents related to existing capital planning policies, funding programs including existing impact fees, and the City's most recent evaluation of its existing facility inventory, and future facility needs. Bring policy issues to the attention of City staff, as appropriate, during the project and seek guidance prior to proceeding. Willdan will make suggestions for modifications to the existing fee structure, as appropriate. Willdan will also discuss the objective of creating a single fee schedule for the entire City, and any issues associated with its implementation.

Sub Task 1.2: Comparison

Willdan will provide a comparison of the current and proposed impact fees to those of comparable/surrounding jurisdictions, including individual and aggregate fees and a comparison of policies and procedures for fee credits and transfers, as appropriate. In advance of this analysis, we will work with the City to establish the list of comparable jurisdictions.

Sub Task 1.3: Strategy Sessions

The Willdan Team will attend two strategy sessions with City staff to determine the project's direction, discuss data needs, and examination of applicable policy issues. Included in the discussion will be any new fees, consolidation of existing fees, fee policies (such as fee credits) and the City's current needs and challenges and how they relate to the impact fee program.

Task 2: Project Kickoff and Management Meetings

Upon the completion of Task 1, Willdan and the City will hold a kick off meeting to discuss the project deliverables, timeline, and any modifications needed based on the discussions and analysis in Task 1. On an ongoing basis, Willdan will provide a bi-weekly update to staff to go over the progress of the study and discuss any issues. Two days before these meetings and/or calls, Willdan will provide an agenda of items to be discussed, following each meeting/call, we will provide a summary of the discussion highlights and actions to be taken by the Team and City staff. We will provide the summary to the City staff team to ensure all are in agreement and understand tasks to be complied to avoid delays.

Task 3: Data Collection and Development

Willdan will work with City departments to collect all available data, and to develop additional data required to fully support a comprehensive impact fee study of each existing fee. Typically, this includes demographic projections and capital facilities, including existing and planned facilities as available. Willdan understands that the City will provide all

data on projects to be analyzed, including cost. This includes traffic improvements and Willdan will need the City's support for the nexus between traffic improvements and new development. If needed Willdan can engage the services of a traffic engineer at additional cost to establish this nexus. Willdan will review the project cost estimates for rough reasonableness, and in limited circumstances Willdan can provide high level cost estimates for certain improvements based on comparable projects elsewhere.

Task 4: Fee Calculation and Analysis

Based on the data collected in Task 3, Willdan will prepare a calculation of the maximum fee that can be charged to new development, to support growth over the next 20 years. In most cases Willdan will prepare the fees using several methodologies for comparison by the City. As needed, Willdan will also suggest fee zones, or other ways of segmenting the fee programs, or capital facilities to accommodate particular needs in the City, such as development areas or City policies. Willdan will work closely with the City as it develops the fee schedule to ensure that the fee level, methodologies, and categories are consistent with the City's needs and strategies (as developed in Task 1 and over the course of the work effort).

Task 5: Administrative Draft Impact Fee Study

Willdan will prepare and provide a comprehensive administrative draft, as well as technical reports for each fee category, including but not limited to, methodology, findings, supporting justification, recommended impact fees, recommendation for the elimination/consolidation of existing fees based on the creation of new fees, methodology for calculating and applying fee credits in each category, and calculations that provide the legal nexus between the fee recommendations and new development as required by law. We will document all work assumptions, analysis procedures, findings, graphics, impacts, and recommendations, with technical documentation in appendices. The administrative draft and individual technical reports will include an executive summary and conclusion. In general, the administrative draft will consist of a discussion of the framework, description of the project, applicable statutory/legal framework, methodologies used, analysis, a list of projects to fund and their prioritization by type, and fee and fee credit methodology recommendations. The administrative draft will include strategies and options for policymakers to set fees below full cost recovery, and an analysis of how these options would result in the elimination of specific projects or types of projects from the proposed project list for each fee category. We will also will revise the administrative draft according to one set of consolidated comments on the draft reports from City staff.

Task 6: Prepare Public Review Draft Fee Update and Nexus Study

Based on Tasks 1 through 5 Willdan will develop and then conduct a workshop/presentation of a Public Review Draft before the City Council. The purpose of these meetings is to solicit community and stakeholder input. The proposed budget should include a cost per meeting in case additional public meetings are necessary. Handouts will be developed for the meetings that summarize the findings and analysis from the Public Review Draft.

Task 7: Final Update and Nexus Study and Adoption by City Council

After incorporating input from the community on the Public Review Draft, Willdan will prepare a final draft of the report. We will make revisions based on one set of consolidated comments on the final draft from City staff, and will review a draft of a proposed ordinance prepared by the City.

Willdan will present the Final Update and Study to the City Council during a public hearing, and make revisions, if any, requested by the City Council. We will assist staff and participate in the presentation to the Council if any additional follow-up Council meetings are needed to complete the City Council's adoption of new development impact fee update and nexus study. Additional assistance or participation in further presentations to the City Council, beyond our proposed six in-person meetings, will be billed at our hourly rates or additional per meeting fee provided in Section 6.

Deliverables

Willdan will be responsible for the preparation of documents, in both draft and final forms, as required by the Mitigation Fee Act, and City requirements under contract. It is anticipated that such documents will include the following:

- 1) Draft tables and administrative draft document for staff review; Ten (10) hard copies, One (1) electronic copy;
- 2) Draft document for public distribution; Ten (10) hard copies, Twenty (20) electronic copies;
- 3) Final documents for City Council and public distribution, including electronic files in Word and/or Excel file; Twenty (20) hard copies, Twenty (20) electronic copies;
- 4) Attendance at five in-person meetings, and a City Council meeting; and
- 5) Display materials for all presentations, public hearings, and meetings.

Meetings

The project manager and other necessary Willdan staff will attend six in-person meetings. Phone conferences are not considered meetings for the purposes of this scope.

Additional meetings, assistance, or participation in further presentations to the City Council, beyond our proposed six in-person meetings, will be billed at an additional per meeting fee as quoted in our cost proposal.

City Staff Support

To complete our tasks on schedule, we will need the cooperation of City staff. We suggest that the City of Carpinteria assign a key individual as project manager, for the agency. As the development impact fee study is developed, it is expected that the City's appointed project manager will:

- 1) Help resolve policy issues;
- 2) Coordinate responses to informational requests; and
- 3) Coordinate review of work products.

We will ask for responses to initial information and follow-up requests within five business days. If there are delays on the City's part, the City's project manager will be contacted to help steer the project back on schedule.

Willdan will endeavor to minimize the impact on the City of Carpinteria staff in the completion of this project.

Willdan will rely on the validity and accuracy of the City's data and documentation to complete our analysis. Willdan will rely on the data as being accurate without performing an independent verification of accuracy, and Willdan will not be responsible for any errors that result from inaccurate data provided by the client.

Budget and Schedule

Project Schedule

The following outlines the estimated number of weeks to complete each task outlined in our scope of services. A specific project schedule will be developed following consultation with, and in concert with, City staff.

City of Carpinteria Development Impact Fee Update and Nexus Study Project Schedule																															
Scope of Services - Work Plan	July				August				September				October				November				December				January, 2017						
	4	11	18	25	1	8	15	22	29	5	12	19	26	3	10	17	24	31	7	14	21	28	5	12	19	26	2	9	16	23	30
Task 1: Develop Project Strategy																															
Sub Task 1 A: Data Review																															
Sub Task 1 B: Comparison																															
Sub Task 1 C: Strategy Sessions																															
Task 2: Project Kick-off and Management Meetings & Conference Calls																															
Task 3: Data Collection and Development																															
Task 4: Fee Calculation and Analysis																															
Task 5: Administrative Draft Impact Fee Update																															
Task 6: Prepare Public Review Draft Fee Update																															
Task 7: Final Update and Nexus Study and Adoption																															

Budget

Based on the proposed scope of services outlined within this submission, we propose a **fixed fee of \$52,600**.

The table below provides a breakdown of this fee by task, project team member and their anticipated hours, as well as a total number of hours to complete the project.

This fee includes all direct expenses associated with the project. Willdan will invoice the City monthly, based on percentage of project completed.

City of Carpinteria Development Impact Fee Update and Nexus Study Project Budget				
	James Edison Principal-in-Charge Project Manager	Carlos Villarreal Lead Analyst	Total	
	\$200	\$145	Hours	Cost
Scope of Services - Work Plan				
Task 1: Develop Project Strategy				
Sub Task 1.A: Data Review	8.0	14.0	22.0	\$ 3,630
Sub Task 1.B: Comparison	6.0	20.0	26.0	\$ 4,100
Sub Task 1.C: Strategy Sessions	8.0	8.0	16.0	\$ 2,760
Task 2: Project Kick-off and Management Meetings & Conference Calls	24.0	24.0	48.0	\$ 8,280
Task 3: Data Collection and Development	12.0	24.0	36.0	\$ 5,880
Task 4: Fee Calculation and Analysis	12.0	26.0	38.0	\$ 6,170
Task 5: Administrative Draft Impact Fee Update	16.0	32.0	48.0	\$ 7,840
Task 6: Prepare Public Review Draft Fee Update	16.0	26.0	42.0	\$ 6,970
Task 7: Final Update and Nexus Study and Adoption	16.0	26.0	42.0	\$ 6,970
Total Willdan Labor Costs	118.0	200.0	318.0	\$ 52,600
Additional Per Meeting Attendance Costs:				
Per Meeting (as needed)				\$2,000

Limitations

Our fees stated in the Budget above include attendance at a total of six in-person meetings with City staff, stakeholders, and City Council. Attendance at more than six in-person meetings shall be billed at the fee indicated in the table.

Comprehensive written responses to resolve conflicts or preparation of more than one set of major revisions to the draft report, will be classified as Additional Services, and may require additional billing at hourly rates stated in the Hourly Rates table listed below. These additional fees shall only take effect once the fixed fee stated above has been exceeded.

Examples of Additional Services include:

- Additional analysis based on revised assumptions requested by the City, including possible changes in Facilities needs list, infrastructure costs, populations projections, and related data once preparation of draft administrative report has been approved;
- Negotiations with stakeholders once the report has been prepared; and
- Time expended related to obtaining data assigned to City under "City Staff Support", as stated in our work plan.

Hourly Rates

Additional services may be authorized by the City and will be billed at our then-current hourly overhead consulting rates. Our current hourly rates are listed below.

Hourly Rate Schedule	
Position	Hourly Rate
Group Manager	\$210
Principal	\$200
Senior Project Manager	\$165
Project Manager	\$145
Senior Project Analyst	\$130
Senior Analyst	\$120
Analyst	\$100
Assistant Analyst	\$75

Required Form

Addendum #1

CITY of CARPINTERIA, CALIFORNIA



May 24, 2016

ADDENDUM NO. 1
RFP for Development Impact Fee Program Update / Nexus Study

This addendum includes the City's 2003 Development Impact Fee Report for use in preparing the above RFP.

This addendum must be signed and returned with the RFP.

Acknowledged by:



Name

May 26, 2016
Date

Enclosures:

2003 Development Impact Fee Report for City of Carpinteria



1939 Harrison Street, Suite 430
Oakland, California 94612-3527
510.832.0899 | Fax: 510.832.0898
www.willdan.com

EXHIBIT B
PAYMENT SCHEDULE
(See Exhibit A)

EXHIBIT C

INSURANCE REQUIREMENTS

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

Consultant shall provide the following types and amounts of insurance:

Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$1,000,000 per occurrence and \$2,000,000 general aggregate.

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. Best 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 with an edition prior to 1992. Consultant also agrees to require all contractors and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
3. All insurance coverage and limits provided by Contractor and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.
4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.
5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g., elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.
7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at City option.
8. Certificate(s) are to reflect that the insurer will provide 30 (thirty) days notice to City of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/13/2016

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 Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA	CONTACT NAME: PHONE (A/C. No. Ext.): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:																		
	INSURER(S) AFFORDING COVERAGE <table border="1"><tr><td>INSURER A:</td><td>National Fire Ins. Co. of Hartford</td><td>20478</td></tr><tr><td>INSURER B:</td><td>The Continental Insurance Company</td><td>35289</td></tr><tr><td>INSURER C:</td><td>Lexington Insurance Company</td><td>19437</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>		INSURER A:	National Fire Ins. Co. of Hartford	20478	INSURER B:	The Continental Insurance Company	35289	INSURER C:	Lexington Insurance Company	19437	INSURER D:			INSURER E:			INSURER F:	
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INSURER D:																			
INSURER E:																			
INSURER F:																			
INSURED Willdan Financial Services 27368 Via Industria Suite 200 Temecula, CA 92590 USA	NAIC #																		

COVERAGES**CERTIFICATE NUMBER:** 570062448230**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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:			5088210281	11/09/2015	11/09/2016	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$15,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			C 6020541619	11/09/2015	11/09/2016	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	☐ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION	☐ OCCUR ☐ CLAIMS-MADE					EACH OCCURRENCE	
							AGGREGATE	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☒ N	N/A	WC622647422 Workers Compensation AOS WC620541572 Workers Compensation CA	11/09/2015	11/09/2016	☒ PER STATUTE ☐ OTHER	
B					11/09/2015	11/09/2016	E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000
C	Env Contr Prof			028174912 Claims Made SIR applies per policy terms & conditions	11/09/2015	11/09/2016	Per Claim Aggregate	\$1,000,000 \$2,000,000

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

RE: Development Impact Fe and Nexus Study. The City of Carpinteria, its officials, employees, volunteers and agents are included as Additional Insured with respect to the General Liability policy; and granted a waiver of Subrogation for General Liability, Automobile Liability and workers' Compensation policies in accordance with the policy provisions.

CERTIFICATE HOLDER**CANCELLATION**

City of Carpinteria Attn: Mr. Brian C. Barrett Management Analyst 5775 Carpinteria Avenue Carpinteria CA 93013 USA	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 <i>Aon Risk Insurance Services West, Inc.</i>

Holder Identifier : ACDGTUWfm

Certificate No : 570062448230



CNA PARAMOUNT

**Blanket Additional Insured - Owners, Lessees or
Contractors - with Products-Completed
Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. The **WHO IS AN INSURED** section is amended to add as an **Insured** any person or organization whom the **Named Insured** is required by **written contract** to add as an additional insured on this **coverage part**, including any such person or organization, if any, specifically set forth on the Schedule attachment to this endorsement. However, such person or organization is an **Insured** only with respect to such person or organization's liability for:
 - A. unless paragraph B. below applies,
 1. **bodily injury, property damage, or personal and advertising injury** caused in whole or in part by the acts or omissions by or on behalf of the **Named Insured** and in the performance of such **Named Insured's** ongoing operations as specified in such **written contract**; or
 2. **bodily injury or property damage** caused in whole or in part by **your work** and included in the **products-completed operations hazard**, and only if
 - a. the **written contract** requires the **Named Insured** to provide the additional insured such coverage; and
 - b. this **coverage part** provides such coverage.
 - B. **bodily injury, property damage, or personal and advertising injury** arising out of **your work** described in such **written contract**, but only if:
 1. this **coverage part** provides coverage for **bodily injury or property damage** included within the **products completed operations hazard**; and
 2. the **written contract** specifically requires the **Named Insured** to provide additional insured coverage under the 11-85 or 10-01 edition of CG2010 or the 10-01 edition of CG2037.
- II. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - A. coverage broader than required by the **written contract**; or
 - B. a higher limit of insurance than required by the **written contract**.
- III. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
 - A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 2. supervisory, inspection, architectural or engineering activities; or
 - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- IV. Notwithstanding anything to the contrary in the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance**, this insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or any other basis. However, if this insurance is required by **written**

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**CNA PARAMOUNT**

**Blanket Additional Insured - Owners, Lessees or
Contractors - with Products-Completed
Operations Coverage Endorsement**

contract to be primary and non-contributory, this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

V. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. except as provided in Paragraph IV. of this endorsement, agree to make available any other insurance the additional insured has for any loss covered under this **coverage part**;
3. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
4. tender the defense and indemnity of any **claim** to any other insurer or self insurer whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph (4) does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires the **Named Insured** to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury or property damage**; or
 2. the offense that caused the **personal and advertising injury**
 for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

**CNA PARAMOUNT**

Waiver of Transfer of Rights of Recovery Against Others to the Insurer Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE
Name Of Person Or Organization:
ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

It is understood and agreed that the condition entitled **Transfer Of Rights Of Recovery Against Others To The Insurer** is amended by the addition of the following:

Solely with respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the **Named Insured's** ongoing operations or **your work** done under a contract with that person or organization and included in the **products-completed operations hazard**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement changes the policy to which it is attached.

It is agreed that **Part One Workers' Compensation Insurance G. Recovery From Others** and **Part Two Employers' Liability Insurance H. Recovery From Others** are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

PREMIUM CHARGE -

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is

00020006460202820643592



WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION ON WHOSE BEHALF YOU ARE REQUIRED TO OBTAIN
THIS WAIVER OF OUR RIGHT TO RECOVER FROM UNDER A WRITTEN CONTRACT
OR AGREEMENT.

20020007860202820793612



This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 11/09/2015

Policy No. 6020541572

Endorsement No. N/A

Insured Willdan Group, Inc.

Premium \$ N/A

Insurance Company The Continental Insurance Company

Countersigned by _____



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS EXTENDED COVERAGE ENDORSEMENT

- BUSINESS AUTO PLUS -

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to **Section II, Paragraph A.1., Who Is An Insured:**

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,
 - b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an "insured" under any other liability "policy" providing "auto" coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision **A.2.:**

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
 - (1) "Bodily injury" or "property damage" caused by an "accident" that occurred before you acquired or formed the organization; or
 - (2) Any such organization that is an "insured" under any other liability "policy" providing "auto" coverage.
3. Any person or organization that you are required by a written contract to name as an additional insured is an "insured" but only with respect to their legal liability for acts or omissions of a person, who qualifies as an "insured" under Section II – Who Is An Insured and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.
4. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's"

name, with your permission, while performing duties related to the conduct of your business.

"Policy," as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2. (2) and A.2. (4) are revised as follows:

1. In **a.(2)**, the limit for the cost of bail bonds is changed from \$2,000 to \$5,000; and
2. In **a.(4)**, the limit for the loss of earnings is changed from \$250 to \$500 a day.

C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision **C.** is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

The following is added to **Section III, Paragraph A.3.:**

With respect to any covered "auto," any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

B. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to
- b. \$1,800 maximum, in lieu of \$600.

C. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

- a. \$1,000 maximum, in lieu of \$600.



D. Hired "Autos"

The following is added to **Section III, Paragraph A.:**

5. Hired "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

- a. Any covered "auto" you lease, hire, rent or borrow without a driver; and
- b. Any covered "auto" hired or rented by your "employee" without a driver, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.
- c. The most we will pay for any one "accident" or "loss" is the actual cash value, cost of repair, cost of replacement or \$75,000, whichever is less, minus a \$500 deductible for each covered auto. No deductible applies to "loss" caused by fire or lightning.
- d. The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned "autos."
- e. Such physical damage coverage for hired "autos" will:
 - (1) Include loss of use, provided it is the consequence of an "accident" for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
 - (2) Such coverage as is provided by this provision will be subject to a limit of \$750 per "accident."

E. Airbag Coverage

The following is added to **Section III, Paragraph B.3.:**

The accidental discharge of an airbag shall not be considered mechanical breakdown.

F. Electronic Equipment

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

- c. Physical Damage Coverage on a covered "auto" also applies to "loss" to any permanently installed electronic equipment including its antennas and other accessories.

- d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

G. Diminution In Value

The following is added to **Section III, Paragraph B.6.:**

Subject to the following, the "diminution in value" exclusion does not apply to:

- a. Any covered "auto" of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and
- b. Any covered "auto" of the private passenger type hired or rented by your "employee" without a driver for a period of 30 days or less, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.
- c. Such coverage as is provided by this provision is limited to a "diminution in value" loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.
- d. The most we will pay for "loss" to a covered "auto" in any one accident is the lesser of:
 - (1) \$5,000; or
 - (2) 20% of the "auto's" actual cash value (ACV).

III. Drive Other Car Coverage – Executive Officers

The following is added to **Sections II and III:**

- 1. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers," except:
 - a. An "auto" owned by that "executive officer" or a member of that person's household; or
 - b. An "auto" used by that "executive officer" while working in a business of selling, servicing, repairing or parking "autos."

Such Liability and/or Physical Damage Coverage as is afforded by this provision.

- (1) Equal to the greatest of those coverages afforded any covered "auto"; and

- (2) Excess over any other collectible insurance.
2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are "insureds" while using a covered "auto" described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to **Section IV, Paragraph A.2.a.**:

- (4) Your "employees" may know of an "accident" or "loss." This will not mean that you have such knowledge, unless such "accident" or "loss" is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.**:

- (6) Your "employees" may know of documents received concerning a claim or "suit." This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Transfer Of Rights Of Recovery Against Others To Us

The following is added to **Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have, because of payments we make for injury or

damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an "accident" or "loss."

C. Concealment, Misrepresentation or Fraud

The following is added to **Section IV, Paragraph B.2.**:

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

D. Other Insurance

The following is added to **Section IV, Paragraph B.5.**:

Regardless of the provisions of Paragraphs 5.a. and 5.d. above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract. That written contract must have been entered into prior to "Accident" or "Loss."

E. Policy Period, Coverage Territory

Section IV, Paragraph B. 7.(5).(a). is revised to provide:

- a. 45 days of coverage in lieu of 30 days.

V. DEFINITIONS

Section V. Paragraph C. is deleted and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.

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NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificate holders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificate holder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.



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NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificate holders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificate holder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT #

This endorsement, effective 12:01 A.M. 11/09/2015 forms a part of

Policy No. 028174912 issued to Willdan Group, Inc.

By: Lexington Insurance Company

**ADVICE OF CANCELLATION TO ENTITIES OTHER THAN THE NAMED INSURED LIMITED
TO E-MAIL NOTIFICATION**

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non payment of premium, and

1. The cancellation effective date is prior to this policy's expiration date;
2. The **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)"); and has provided to the **Insurer**, either directly or through its broker of record, the email address of the contact at such entity,

and the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to such Certificate Holders.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations Page of this policy.

All other terms, conditions and exclusions shall remain the same.

AUTHORIZED REPRESENTATIVE

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, Chris Fisher, hereby acknowledge my obligation to secure payment of Workers' Compensation before beginning work.

Willdan Financial Services

By: 

Chris Fisher, Vice President

Dated: June 22, 2016

EXHIBIT E

RESOLUTION OF CONSTRUCTION CLAIMS

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

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

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

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

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

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

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

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

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

(c) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

10. The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.
11. The City shall not fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.
13. In any suit filed under Section 20104.4, the City shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.
14. Pursuant to California Public Contract Code Section 7201, the City may not retain greater than five (5%) percent of contract price.



City of Carpinteria

COUNCIL AGENDA STAFF REPORT June 27, 2016

ITEM FOR COUNCIL CONSIDERATION

Second reading of Ordinance No. 668, amending the City's Local Coastal Program, specifically consisting of amendments to Title 14 (Zoning) of the Carpinteria Municipal Code concerning density bonus, transitional and supportive housing, single room occupancy housing, agricultural employee housing, emergency shelters and housing for persons with disabilities to be consistent with the City's Housing Element and state housing law; and

Adoption of Resolution No. 5676, acknowledging receipt of, and accepting, the California Coastal Commission's approval of LCP Amendment LCP-4-CPN-14-0832-1 Part B with suggested modifications (Zoning Code Housing Updates, Project 14-1712-ORD/LCPA), and directing the City Manager to transmit this Resolution to the Coastal Commission Executive Director.

STAFF RECOMMENDATION

Action Item X ; Non-Action Item

Adopt Ordinance No. 668 (second reading); and

Approve Resolution No. 5676.

Motion:

1. I move to approve and adopt Ordinance No. 668 (second reading), as read by title only.
2. I move to approve Resolution No. 5676, as read by title only.

BACKGROUND

The 2009-2014 Housing Element includes several Programs calling for amendments to City zoning regulations in order to comply with state housing law. Those amendments include revisions to the Municipal Code (Title 14 Zoning) regarding density bonus, transitional and supportive housing, single room occupancy housing, agricultural employee housing, emergency shelters and housing for persons with disabilities. The proposed amendments were reviewed and recommended for approval by the Planning Commission at its July 7, 2014 hearing.

On July 28, 2014, the City Council approved a first reading of the proposed Zoning amendments identified in Ordinance No. 668 (Attachment B).

As the Zoning Code (Implementation Plan) is part of the City's certified Local Coastal Program (LCP), the identified text amendments require approval and certification by the California Coastal Commission before said amendments can take effect. The City submitted its request for the subject LCP amendments to the Coastal Commission in September 2014. The application was deemed complete by the Commission staff in February 2015 and approved by the Commission at their April 15, 2016 meeting with six suggested modifications.

SUGGESTED MODIFICATIONS

The first three suggested modifications concern the Density Bonus provisions. The Coastal Commission has, in general, found that the allowance for density bonuses can be an effective tool to provide for affordable housing when such housing can be accommodated in a manner otherwise consistent with the resource protection policies of the Coastal Act or a local government's certified LCP. In this case, the proposed zoning amendment includes provisions which describe eligibility for bonus density, as well as how the subject bonus would be processed; however, to ensure that bonuses are granted consistent with the resource protection policies of the LUP, **Suggested Modification Number One** clarifies that the City may grant an incentive to accommodate the density increase unless the requested incentive will have an adverse effect on coastal resources. Furthermore, **Suggested Modification Number Two** requires that any area of land that is not potentially developable due to hazards or other environmental and resource factors shall not be considered potentially developable lot area for the purposes of calculating base density. The effect of Modification Number Two is to establish as regulation what is already City practice, i.e., to reduce the density on a given site due to hazards or environmental constraints.

Additionally, in order to ensure that bonuses are granted consistent with all other policies and provisions of the LCP, **Suggested Modification Number Three** only allows the City to grant an incentive, concession or reduce development standards, if it

is consistent with the Coastal Act and the City's certified Local Coastal Program. This change also serves to clarify and codify what is, of course, already City practice.

The Coastal Commissions suggested modifications are shown below. Language to be inserted is shown underlined. Language to be deleted is shown as ~~strikethrough~~.

Suggested Modification Number One

The following shall be added before Section 14.77.030 - Allowed Density Bonuses and numbered accordingly:

14.77.030 – Protection of Coastal Resources

Within the Coastal Zone, any housing development approved pursuant to this Chapter to include a density bonus, incentive(s), or concession(s) shall be consistent with all otherwise applicable certified local coastal program policies and development standards. Further, the City may grant the incentive or concession to accommodate the density increase in compliance with this section only if the requested incentive or concession will not have an adverse effect on coastal resources that is inconsistent with the certified local coastal program or the Chapter 3 policies of the Coastal Act.

Suggested Modification Number Two

Section 14.77.030 - Allowed Density Bonuses shall be modified as follows:

The Review authority shall determine the amount of a density bonus allowed in a housing development in compliance with this Section. For the purposes of this Chapter, "density bonus" means a density increase over the otherwise maximum allowable residential density under the applicable General Plan/Coastal Plan designation and zone as of the date of application by the applicant to the city. For purposes of calculating base density, any area of land on a given site in the Coastal Zone that is not potentially developable due to hazards or other environmental and resource factors (including but not limited to, areas of sensitive habitat or buffers to that sensitive habitat, steep slopes, public access ways, or geologic instability) shall not be considered potentially developable lot area and shall be excluded from the base density calculations (i.e., base density shall be determined based only on the potentially developable portion of a given site.).

Suggested Modification Number Three

Part C of Section 14.77.120 - Judicial Relief, Waiver of Standards shall be modified as follows:

C. City exemption. Notwithstanding the provisions of Subsections A and B, above, nothing in this Section shall be interpreted to require the city to:

1. Grant a density bonus, incentive, concession or waive or reduce development standards, if the bonus, incentive, concession, waiver or reduction would have an adverse impact, as defined in Government Code §65589.5(d)(2), upon health, safety or the physical environment, and for which there is no feasible method to satisfactorily mitigate or avoid the adverse impact; or
2. Grant a density bonus, incentive, concession or waive or reduce development standards, if the bonus, incentive, concession, waiver or reduction would have an adverse impact on any real property that is listed in the California Register of Historical Resources; or
3. Grant a density bonus, incentive, concession or waive or reduce development standards, if the bonus, incentive, concession, waiver or reduction would be inconsistent with the Coastal Act or the City's certified Local Coastal Program. Rather, the city may only grant a density bonus, incentive, concession or waive or reduce development standards, if the bonus, incentive, concession, waiver or reduction is consistent with the Coastal Act and the City's certified Local Coastal Program.

The next three suggested modifications relate to housing for agricultural employees. **Suggested Modification Number Four** clarifies that regulations concerning employee housing may not be modified independent of Coastal Commission certification. **Suggested Modifications Five and Six** implement the same clarifications in subsequent sections concerning agricultural employee housing in addition to correcting a typo in the referenced Health and Safety Code sections.

Suggested Modification Number Five also requires that employee dwellings in Agricultural Zone Districts are for employees engaged in agriculture, that dwellings are clustered to the maximum extent feasible, and that verification be submitted to the City that describes the need for the additional dwellings in order to ensure the continued protection of agriculture.

Suggested Modification Number Four

Section 14.08.222 – Employee Housing shall be modified as follows:

“Employee housing” has the same meaning as that term is defined in Section 17008 of the Health and Safety Code, ~~or successor statute.~~

Suggested Modification Number Five

Section 14.32.030 - Uses Permitted for the Agricultural Zoning District shall be modified as follows:

Uses permitted in the A district are as follows:

1. All types of agriculture and farming except a poultry ranch, dairy, hog ranch, animal feed yard, or animal sales yard, subject to the limitations hereinafter provided in this district;
2. Noncommercial raising of animals not to exceed one horse, mule, or cow; or three (3) goats, hogs, or other livestock not specifically enumerated in this chapter, shall be permitted for each twenty thousand (20,000) square feet of area of the parcel of land upon which the same are kept, except that no more than three (3) hogs shall be kept on any parcel;
3. One single-family dwelling unit per legal parcel. For purposes of this section, any employee housing providing accommodations for six or fewer employees shall be deemed a single-family structure pursuant to Section 17021.5 of the Health and Safety Code, ~~or successor statute~~;
4. Employee housing consisting of no more than 36 beds in a group quarters or 12 units or spaces designed for use by a single-family or household, in conformance with Health and Safety Code Section 170201.6, ~~or successor statute~~. Additional dwellings for employees of the owner or lessee of the land must be for employees engaged in agriculture, shall be clustered to the maximum extent feasible and the applicant shall provide the city with adequate verification of the need for such additional dwellings.

Suggested Modification Number Six

Section 14.12.030 – Uses Permitted by Right shall be modified as follows:

11. Agricultural employee housing consistent with Sections 170201.5 and 170201.6 of the Health and Safety Code ~~or successor statute~~.

DISCUSSION

The suggested modifications to Ordinance No.668, as proposed by the Coastal Commission, are minor in nature and would not trigger a rehearing of the first reading.

The Coastal Commission's acceptance and approval of Ordinance No. 668 is contingent upon completion of several steps (see Attachment A). Once completed, Ordinance No. 668 will become effective.

- a) Within six months of the Commission's certification, the City must (1) acknowledge receipt of the Commission's resolution of certification, including any modifications suggested for final certification; (2) accept and agree to any such modifications; and (3) agree to issue Coastal Development Permits for the total area included in the certified Local Coastal Program;

- b) The Executive Director of the Commission must determine in writing that the City's action and notification procedures are legally adequate to satisfy the specific requirements of the CCC's certification order;
- c) The Executive Director reports that determination to the Commission and the Commission does not object to the Executive Director's determination; and
- d) Notice of the certification is filed with the Secretary of the California Natural Resources Agency for posting and inspection.

Approval on second reading of Ordinance No. 668 and adoption of Resolution No. 5676 (Attachment C) addresses the required determinations and actions identified in item (a) above, and transmittal of the Resolution to the Commission's Executive Director will conclude the City's part of the process that remains.

Ordinance No. 668 will become effective upon the later of: (a) thirty (30) days following the second reading of Ordinance No. 668 by the City Council; or (b) immediately following notice of the certification being filed with the Secretary of the California Natural Resources Agency.

FINANCIAL CONSIDERATIONS

All staff costs associated with processing this Local Coastal Program Amendment have been paid out of the General Fund.

Staff does not anticipate any immediate fiscal impact from adoption of the proposed Ordinance. Implementation of the Ordinance may lead to future permit requests that require staff time to review; however, these costs are recoverable through the collection of normal development fees/charges.

ENVIRONMENTAL REVIEW

The City Council adopted a Negative Declaration (ND) for the City's 2009-2014 Housing Element on September 12, 2011. Pursuant to §15162 of the California Environmental Quality Act, no additional environmental review is necessary for a project when there is a previously adopted EIR or ND and there have been no changes to the scope of the project, the project's potential impacts, or any project mitigation measures/project alternatives.

Specifically, §15162 states that when a ND has been adopted for a project, no subsequent environmental review shall be prepared for that project unless the lead agency determines, on the basis of substantial evidence in light of the whole record, one or more of the following:

- a. Substantial changes are proposed in the project which will require major revisions of the previous ND due to the involvement of new significant environmental effects;

- b. Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous ND due to the involvement of new significant environmental effects; or
- c. New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous ND was adopted.

The previously adopted ND evaluated the impacts of the Housing Element update on air quality, biological resources, water resources, utilities/public services and traffic.

The Element includes policies and programs that facilitate the development of housing affordable to all segments of the community in an environmentally responsible way, by promoting development in the existing urban area of the City in proximity to urban services, consistent with the density and land use policies of the General Plan. There were no significant impacts identified in any of the issue areas, therefore no mitigation was required.

The proposed revisions to the City's Municipal Code Title 14 (Zoning) concerning density bonus, transitional and supportive housing, single room occupancy housing, agricultural employee housing, emergency shelters and housing for persons with disabilities to be consistent with the City's Housing Element and state housing law would not result in any significant environmental effects as noted in the ND. Therefore, it is appropriate that no additional environmental analysis be completed for this project. Applicable mitigation measures are included as part of the City's General Plan/Coastal Plan and would apply to any development proposals pursuant to these Zoning text amendments. The previously adopted ND for the 2009-2014 Housing Element is included as Attachment D.

LEGAL

The process for amending the Zoning Code is explained in §65853 and 65854 through 65857 of the Government Code. The process for amending the City's Local Coastal Program is explained in Title 14, Division 5.5 (California Coastal Commission Regulations) of the California Code of Regulations. This LCP Amendment will become effective after the Coastal Commission Executive Director receives the attached Resolution, determines that the City has correctly followed all procedures, the Executive Director reports his finding to the California Coastal Commission without objection by the Commission and notification of the Commission's certification has been filed with the Secretary of the California Natural Resources Agency.

OPTIONS

1. Adopt Ordinance No. 668 (second reading with the Coastal Commission's suggested modifications) and approve Resolution No. 5676 (Staff Recommendation).
2. Direct staff to modify the proposed Ordinance. Significant modifications should be redirected to the Planning Commission for further consideration. Any modifications to the Ordinance would require a new amendment to the City's Local Coastal Program to be submitted to the Coastal Commission.
3. Reject Resolution No. 5676 and Ordinance No. 668. Failure to adopt one or both of these items would result in the expiration of the Coastal Commission's LCPA approval. The Zoning Code would not be updated to be consistent with the City's Housing Element and state housing law.

PRINCIPAL PARTIES EXPECTED AT MEETING

None

ATTACHMENTS

Attachment A: Coastal Commission Action letter dated April 26, 2016 and Resolution of Certification dated March 24, 2016

Attachment B: Ordinance No. 668

Attachment C: Resolution No. 5676 with Exhibits

Attachment D: Negative Declaration Adopted for the 2009 - 2014 Housing Element

Staff contact: Steve Goggia
Community Development Director
(805) 755-44147 / steveg@ci.carpinteria.ca.us


Signature


Signature

Reviewed by: Dave Durflinger, City Manager

ATTACHMENT A

California Coastal Commission Action Letter, dated April 26, 2016
and
Resolution of Certification, excerpt from California Coastal Commission staff report
dated March 24, 2016

CALIFORNIA COASTAL COMMISSION

SOUTH CENTRAL COAST AREA
89 SOUTH CALIFORNIA ST., SUITE 200
VENTURA, CA 93001
(805) 585-1800



April 26, 2016

Steve Goggia
City of Carpinteria
5775 Carpinteria Avenue
Carpinteria, CA 93013-2697

**RE: City of Carpinteria Local Coastal Program Amendment No. LCP-4-CPN-14-0832-1
Part A and Part B**

Dear Mr. Goggia:

On April 15, 2016, the Coastal Commission approved Local Coastal Program Amendment No. LCP-4-CPN-14-0832-1 Part A as submitted and Part B with suggested modifications. The Commission's resolutions of certification are contained in the staff reports dated March 24, 2016. The suggested modifications for Part B, as approved by the Commission on April 15, 2016, are attached to this correspondence.

Section 13544 of the Commission's Administrative Regulations requires that after certification the Executive Director of the Commission shall transmit copies of the resolution of certification and any suggested modifications and findings to the governing authority, and any interested persons or agencies. Further, the certification shall not be deemed final and effective until all of the following occur:

- (a) The local government with jurisdiction over the area governed by the Local Coastal Program, by action of its governing body: (1) acknowledges receipt of the Commission's resolution of certification, including any terms or modifications suggested for final certification; (2) accepts and agrees to any such terms and modifications and takes whatever formal action is required to satisfy the terms and modifications; and (3) agrees to issue coastal development permits for the total area included in the certified Local Coastal Program. Unless the local government takes the action described above the Commission's certification with suggested modifications *shall expire six months* from the date of the Commission's action.
- (b) The Executive Director of the Commission determines in writing that the local government's action and the notification procedures for appealable development required pursuant to Article 17, Section 2 are legally adequate to satisfy any specific requirements set forth in the Commission's certification order.
- (c) The Executive Director reports the determination to the Commission at its next regularly scheduled public meeting and the Commission does not object to the Executive Director's determination. If a majority of the Commissioners present object to the Executive Director's determination and find that the local government action does not conform to the provisions of the Commission's action to certify the Local Coastal Program Amendment, the Commission shall review the local

City of Carpinteria LCP-4-CPN-14-0832-1 Part A and B

government's action and notification procedures pursuant to Articles 9-12 as if it were a resubmittal.

- (d) Notice of the certification of the Local Coastal Program Amendment shall be filed with the Secretary of Resources Agency for posting and inspection as provided in Public Resources Code Section 21080.5(d)(2)(v).

Should you have any questions regarding this matter, please contact Jacqueline Phelps in our Ventura office. The Commission and staff greatly appreciate the County's consideration of this matter.

Authorized on behalf of the California Coastal Commission by:

John Ainsworth
Acting Executive Director

By: Jacqueline Phelps
Coastal Program Analyst

LCP-4-CPN-14-0832-1 PART B SUGGESTED MODIFICATIONS

Language presently contained within the certified LCP is shown in straight type. Language proposed to be added by the City of Carpinteria in this amendment is shown underlined. Language proposed to be deleted by the City of Carpinteria in this amendment is shown as ~~striketrough~~. Language recommended by Commission staff to be inserted is shown double underlined. Language recommended by Commission staff to be deleted is shown as ~~double striketrough~~.

1. Suggested Modification Number One

The following shall be added before Section 14.77.030 - Allowed Density Bonuses and numbered accordingly:

XX.XX.XXX – Protection of Coastal Resources

Within the Coastal Zone, any housing development approved pursuant to this Chapter to include a density bonus, incentive(s), or concession(s) shall be consistent with all otherwise applicable certified local coastal program policies and development standards. Further, the City may grant the incentive or concession to accommodate the density increase in compliance with this section only if the requested incentive or concession will not have an adverse effect on coastal resources that is inconsistent with the certified local coastal program or the Chapter 3 policies of the Coastal Act.

2. Suggested Modification Number Two

Section 14.77.030 - Allowed Density Bonuses shall be modified as follows:

The Review authority shall determine the amount of a density bonus allowed in a housing development in compliance with this Section. For the purposes of this Chapter, "density bonus" means a density increase over the otherwise maximum allowable residential density under the applicable General Plan/Coastal Plan designation and zone as of the date of application by the applicant to the city. For purposes of calculating base density, any area of land on a given site in the Coastal Zone that is not potentially developable due to hazards or other environmental and resource factors (including but not limited to, areas of sensitive habitat or buffers to that sensitive habitat, steep slopes, public access ways, or geologic instability) shall not be considered potentially developable lot area and shall be excluded from the base density calculations (i.e., base density shall be determined based only on the potentially developable portion of a given site.).

3. Suggested Modification Number Three

Part C of Section 14.77.120 - Judicial Relief, Waiver of Standards shall be modified as follows:

- C. City exemption. Notwithstanding the provisions of Subsections A and B, above, nothing in this Section shall be interpreted to require the city to:

City of Carpinteria LCP-4-CPN-14-0832-1 Part A and B

1. Grant a density bonus, incentive, concession or waive or reduce development standards, if the bonus, incentive, concession, waiver or reduction would have an adverse impact, as defined in Government Code §65589.5(d)(2), upon health, safety or the physical environment, and for which there is no feasible method to satisfactorily mitigate or avoid the adverse impact; or
2. Grant a density bonus, incentive, concession or waive or reduce development standards, if the bonus, incentive, concession, waiver or reduction would have an adverse impact on any real property that is listed in the California Register of Historical Resources.; or
3. Grant a density bonus, incentive, concession or waive or reduce development standards, if the bonus, incentive, concession, waiver or reduction would be inconsistent with the Coastal Act or the City's certified Local Coastal Program. Rather, the city may only grant a density bonus, incentive, concession or waive or reduce development standards, if the bonus, incentive, concession, waiver or reduction is consistent with the Coastal Act and the City's certified Local Coastal Program.

4. **Suggested Modification Number Four**

Section 14.08.222 – Employee Housing shall be modified as follows:

“Employee housing” has the same meaning as that term is defined in Section 17008 of the Health and Safety Code, or successor statute.

5. **Suggested Modification Number Five**

Section 14.32.030 - Uses Permitted for the Agricultural Zoning District shall be modified as follows:

Uses permitted in the A district are as follows:

1. All types of agriculture and farming except a poultry ranch, dairy, hog ranch, animal feed yard, or animal sales yard, subject to the limitations hereinafter provided in this district;
2. Noncommercial raising of animals not to exceed one horse, mule, or cow; or three (3) goats, hogs, or other livestock not specifically enumerated in this chapter, shall be permitted for each twenty thousand (20,000) square feet of area of the parcel of land upon which the same are kept, except that no more than three (3) hogs shall be kept on any parcel;
3. One single-family dwelling unit per legal parcel. ~~only for occupancy by the owner or lessee of the land upon which such dwelling is located~~ For purposes of this section, any employee housing providing accommodations for six or fewer employees shall be deemed a single-family structure pursuant to Section 17021.5 of the Health and Safety Code., or successor statute;

City of Carpinteria LCP-4-CPN-14-0832-1 Part A and B

4. Employee housing consisting of no more than 36 beds in a group quarters or 12 units or spaces designed for use by a single-family or household, in conformance with Health and Safety Code Section 170201.6. Additional dwellings for employees of the owner or lessee of the land must be for employees engaged in agriculture, shall be clustered to the maximum extent feasible and the applicant shall provide the city with adequate verification of the need for such additional dwellings.
~~or successor statute.~~

6. Suggested Modification Number Six

Section 14.12.030 – Uses Permitted by Right shall be modified as follows:

...

11. Agricultural employee housing consistent with Sections 170201.5 and 170201.6 of the Health and Safety Code
~~or successor statute.~~

CALIFORNIA COASTAL COMMISSION

SOUTH CENTRAL COAST AREA
89 SOUTH CALIFORNIA ST., SUITE 200
VENTURA, CA 93001
(805) 585-1800

**F17b**

DATE: March 24, 2016

TO: Commissioners and Interested Persons

FROM: Steve Hudson, Deputy Director
Barbara Carey, District Manager
Jacqueline Phelps, Coastal Program Analyst

SUBJECT: City of Carpinteria Local Coastal Program Amendment No. LCP-4-CPN-14-0832-1-Part B for Public Hearing and Commission Action at the April 15, 2016 Commission Meeting in Santa Rosa.

DESCRIPTION OF THE SUBMITTAL

The City of Carpinteria ("City") is requesting an amendment to the Implementation Plan (IP) component of its certified Local Coastal Program (LCP) to add provisions relating to density bonus, transitional and supportive housing, single room occupancy housing, agricultural employee housing, emergency shelters, and housing for persons with disabilities.

The City of Carpinteria submitted Local Coastal Program Amendment LCP-4-CPN-14-0832-1-Part B to the Commission on September 26, 2014. After the submittal of additional information requested by Commission staff, the amendment proposal was deemed complete and filed on February 10, 2015. At the April 17, 2015 hearing, the Commission granted a one year time extension to act on the subject amendment pursuant to Coastal Act Section 30517 and California Code of Regulations, Title 14, Section 13535(c).

SUMMARY OF STAFF RECOMMENDATION

Commission staff recommends that the Commission deny the proposed City of Carpinteria LCP Amendment No. LCP-4-CPN-14-0832-1-Part B as submitted, and approve the proposed amendment with six suggested modifications. The modifications are necessary because the proposed amendment to the IP, as submitted, does not conform with and is inadequate to carry out the provisions of the Land Use Plan. The motions to accomplish this recommendation are found on **Page 4** of this staff report.

The City is proposing to add provisions relating to density bonus, transitional and supportive housing, single room occupancy housing, agricultural employee housing, emergency shelters, and housing for persons with disabilities. With regard to transitional and supportive housing, single room occupancy housing, emergency shelters, and housing for persons with disabilities, the proposed amendment, incorporates and updates provisions consistent with the goals and objectives of the City's LUP. The proposed zoning code changes do not conflict with the provision of priority land uses identified in the LUP, nor do the proposed changes raise issue with regard to the resource protection or public access policies of the LUP. Therefore, the

Commission finds that these sections of the proposed amendment, as submitted, are adequate to implement the land use policies.

The subject amendment also includes the addition of new density bonus provisions. The key issues raised with regard to density bonuses and incentives are the potential impacts to coastal resources if incentives include a reduction in development standards or other requirements in a manner inconsistent with the resource protection policies of the LUP, and/or if no maximum limits are placed on the density bonuses. In this case, to ensure that bonuses are granted consistent with the resource protection policies of the LUP, **Suggested Modification One (1)**, clarifies that the City may grant an incentive to accommodate the density increase, unless the requested incentive will have an adverse effect on coastal resources. Furthermore, **Suggested Modification Two (2)** requires that any area of land that is not potentially developable due to hazards or other environmental and resource factors shall not be considered potentially developable lot area for the purposes of calculating base density.

Lastly, as a component of the subject amendment, the City has also proposed to add provisions regarding agricultural employee housing. The LUP contains several policies which require the protection of coastal agriculture, and as proposed the subject IP amendment would weaken the existing standards that require implementation of those protections. As such, in order to ensure the continued protection of agriculture, **Suggested Modification Five (5)** requires that the employee dwellings are only for employees engaged in agriculture, that dwellings are clustered to the maximum extent feasible, and that verification be submitted to the City which describes the need for the additional dwellings.

In conclusion, the proposed amendment to the IP will not be fully adequate to carry out the certified land use plan, for the above-stated reasons and is denied as submitted. With the suggested modification, however, the proposed IP amendment can be approved as being consistent with and adequate to carry out the certified land use plan.

Additional Information: For further information, please contact Jacqueline Phelps at the South Central Coast District Office of the Coastal Commission at (805) 585-1800. The proposed amendment to the City of Carpinteria Local Coastal Program (LCP) is available for review at the Ventura Office of the Coastal Commission.

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EXHIBITS

- Exhibit 1. City of Carpinteria City Ordinance No. 668
Exhibit 2. Council Agenda Staff Report

I. PROCEDURAL ISSUES

A. STANDARD OF REVIEW

The Coastal Act provides:

The local government shall submit to the Commission the zoning ordinances, zoning district maps, and, where necessary, other implementing actions that are required pursuant to this chapter...

...The Commission may only reject ordinances, zoning district maps, or other implementing action on the grounds that they do not conform with, or are inadequate to carry out, the provisions of the certified land use plan. If the Commission rejects the zoning ordinances, zoning district maps, or other implementing actions, it shall give written notice of the rejection, specifying the provisions of the land use plan with which the rejected zoning ordinances do not conform, or which it finds will not be adequately carried out, together with its reasons for the action taken. (Section 30513)

The Commission may suggest modifications... (Section 30513)

The standard of review for the proposed amendment to the Implementation Plan (Coastal Zoning Ordinance) of the certified Local Coastal Program, pursuant to Section 30513 and 30514 (regarding amendments) of the Coastal Act, is whether the Implementation Plan, would be in conformance with, and adequate to carry out, the provisions of the Land Use Plan (LUP) portion of the City of Carpinteria's certified Local Coastal Program.

B. PUBLIC PARTICIPATION

Section 30503 of the Coastal Act requires public input in preparation, approval, certification and amendment of any LCP. The City held public hearings on the subject amendment request on July 7, 2014 and July 28, 2014. The hearings were noticed to the public consistent with Sections 13551 and 13552 of Title 14 of the California Code of Regulations. Notice of the subject amendment has been distributed to all known interested parties.

C. PROCEDURAL REQUIREMENTS

Pursuant to Section 13551 (b) of Title 14 of the California Code of Regulations, the City resolution for submittal may specify that a Local Coastal Program Amendment will either require formal local government adoption after the Commission approval, or that it is an amendment that will take effect automatically upon the Commission's approval pursuant to Public Resources Code Sections 30512, 30513, and 30519. In this case, because this approval is subject to suggested modifications by the Commission, if the Commission approves the proposed amendment pursuant to the staff recommendation, the City must act to accept the certified suggested modifications within six months from the date of Commission action in order for the amendment to become effective (California Code of Regulations, Title 14, Sections 13544 &

13544.5; and Sections 13542(b) and 13537(b)). If the Commission certifies the proposed LCP Amendment with suggested modifications and the City acts on those suggested modifications, then pursuant to Section 13544 of the Code of Regulations, the Executive Director shall determine whether the City's action is adequate to satisfy all requirements of the Commission's certification order and report on such adequacy to the Commission. Should the Commission deny the LCP Amendment, as submitted, without suggested modifications, no further action is required by either the Commission or the City, and the LCP amendment is not effective.

II. STAFF RECOMMENDATION, MOTIONS, & RESOLUTIONS ON THE IMPLEMENTATION PLAN AMENDMENT

Following public hearing, staff recommends the Commission adopt the following resolution and findings. The appropriate motion to introduce the resolution and a staff recommendation is provided prior to each resolution.

A. DENIAL OF THE IMPLEMENTATION PLAN AMENDMENT AS SUBMITTED

Motion:

*I move that the Commission **reject** City of Carpinteria Implementation Plan Amendment LCP-4-CPN-14-0832-1-Part B as submitted.*

Staff recommends a **YES** vote. Passage of this motion will result in rejection of the Implementation Plan Amendment LCP-4-CPN-14-0832-1-Part B and the adoption of the following resolution and findings. The motion passes only by an affirmative vote of a majority of the Commissioners present.

Resolution:

The Commission hereby **denies** certification of City of Carpinteria Implementation Plan Amendment LCP-4-CPN-14-0832-1-Part B, as submitted, and adopts the findings set forth below on grounds that the Implementation Plan amendment, as submitted, does not conform with and is inadequate to carry out, the provisions of the certified Land Use Plan, as amended. Certification of the Implementation Plan amendment would not meet the requirements of the California Environmental Quality Act as there are feasible alternatives and mitigation measures that would substantially lessen the significant adverse impacts on the environment that will result from certification of the Implementation Plan amendment as submitted.

B. CERTIFICATION OF THE IMPLEMENTATION PLAN AMENDMENT WITH SUGGESTED MODIFICATIONS

Motion:

*I move that the Commission **certify** City of Carpinteria Implementation Plan Amendment LCP-4-CPN-14-0832-1-Part B if it is modified as suggested in this staff report.*

Staff recommends a **YES** vote. Passage of this motion will result in certification of the Implementation Plan amendment LCP-4-CPN-14-0832-1-Part B with suggested modifications and the adoption of the following resolution and findings. The motion passes only by an affirmative vote of a majority of the Commissioners present.

Resolution:

The Commission hereby **certifies** the City of Carpinteria Implementation Plan Amendment LCP-4-CPN-14-0832-1-Part B, if modified as suggested, and adopts the findings set forth below on grounds that the Implementation Plan amendment with the suggested modifications conforms with, and is adequate to carry out, the provisions of the certified Land Use Plan, as amended. Certification of the Implementation Plan amendment if modified as suggested complies with the California Environmental Quality Act, because either 1) feasible mitigation measures and/or alternatives have been incorporated to substantially lessen any significant adverse effects of the Implementation Plan Amendment on the environment, or 2) there are no further feasible alternatives and mitigation measures that would substantially lessen any significant adverse impacts on the environment.

III. SUGGESTED MODIFICATIONS

The staff recommends the Commission certify the proposed IP amendment, with seven modifications as shown below. Language presently contained within the certified LCP is shown in straight type. Language proposed to be added by the City of Carpinteria in this amendment is shown underlined. Language proposed to be deleted by the City of Carpinteria in this amendment is shown as ~~striketrough~~. Language recommended by Commission staff to be inserted is shown double underlined. Language recommended by Commission staff to be deleted is shown as ~~double-striketrough~~.

1. Suggested Modification Number One

The following shall be added before Section 14.77.030 - Allowed Density Bonuses and numbered accordingly:

XX.XX.XXX – Protection of Coastal Resources

Within the Coastal Zone, any housing development approved pursuant to this Chapter to

include a density bonus, incentive(s), or concession(s) shall be consistent with all otherwise applicable certified local coastal program policies and development standards. Further, the City may grant the incentive or concession to accommodate the density increase in compliance with this section only if the requested incentive or concession will not have an adverse effect on coastal resources that is inconsistent with the certified local coastal program or the Chapter 3 policies of the Coastal Act.

2. Suggested Modification Number Two

Section 14.77.030 - Allowed Density Bonuses shall be modified as follows:

The Review authority shall determine the amount of a density bonus allowed in a housing development in compliance with this Section. For the purposes of this Chapter, "density bonus" means a density increase over the otherwise maximum allowable residential density under the applicable General Plan/Coastal Plan designation and zone as of the date of application by the applicant to the city. For purposes of calculating base density, any area of land on a given site in the Coastal Zone that is not potentially developable due to hazards or other environmental and resource factors (including but not limited to, areas of sensitive habitat or buffers to that sensitive habitat, steep slopes, public access ways, or geologic instability) shall not be considered potentially developable lot area and shall be excluded from the base density calculations (i.e., base density shall be determined based only on the potentially developable portion of a given site.).

3. Suggested Modification Number Three

Part C of Section 14.77.120 - Judicial Relief, Waiver of Standards shall be modified as follows:

C. City exemption. Notwithstanding the provisions of Subsections A and B, above, nothing in this Section shall be interpreted to require the city to:

1. Grant a density bonus, incentive, concession or waive or reduce development standards, if the bonus, incentive, concession, waiver or reduction would have an adverse impact, as defined in Government Code §65589.5(d)(2), upon health, safety or the physical environment, and for which there is no feasible method to satisfactorily mitigate or avoid the adverse impact; or
2. Grant a density bonus, incentive, concession or waive or reduce development standards, if the bonus, incentive, concession, waiver or reduction would have an adverse impact on any real property that is listed in the California Register of Historical Resources; or
3. Grant a density bonus, incentive, concession or waive or reduce development standards, if the bonus, incentive, concession, waiver or reduction would be inconsistent with the Coastal Act or the City's certified Local Coastal Program. Rather, the city may only grant a density bonus, incentive, concession or waive or reduce development standards, if the bonus, incentive, concession, waiver or

reduction is consistent with the Coastal Act and the City's certified Local Coastal Program.

4. Suggested Modification Number Four

Section 14.08.222 – Employee Housing shall be modified as follows:

“Employee housing” has the same meaning as that term is defined in Section 17008 of the Health and Safety Code, or successor statute.

5. Suggested Modification Number Five

Section 14.32.030 - Uses Permitted for the Agricultural Zoning District shall be modified as follows:

Uses permitted in the A district are as follows:

1. All types of agriculture and farming except a poultry ranch, dairy, hog ranch, animal feed yard, or animal sales yard, subject to the limitations hereinafter provided in this district;
2. Noncommercial raising of animals not to exceed one horse, mule, or cow; or three (3) goats, hogs, or other livestock not specifically enumerated in this chapter, shall be permitted for each twenty thousand (20,000) square feet of area of the parcel of land upon which the same are kept, except that no more than three (3) hogs shall be kept on any parcel;
3. One single-family dwelling unit per legal parcel. ~~only for occupancy by the owner or lessee of the land upon which such dwelling is located~~ For purposes of this section, any employee housing providing accommodations for six or fewer employees shall be deemed a single-family structure pursuant to Section 17021.5 of the Health and Safety Code, or successor statute;
4. Employee housing consisting of no more than 36 beds in a group quarters or 12 units or spaces designed for use by a single-family or household, in conformance with Health and Safety Code Section 170201.6. Additional dwellings for employees of the owner or lessee of the land must be for employees engaged in agriculture, shall be clustered to the maximum extent feasible and the applicant shall provide the city with adequate verification of the need for such additional dwellings. or successor statute.

6. Suggested Modification Number Six

Section 14.12.030 – Uses Permitted by Right shall be modified as follows:

11. Agricultural employee housing consistent with Sections 170201.5 and 170201.6 of the Health and Safety Code or successor statute.

IV. FINDINGS FOR DENIAL OF THE IP AMENDMENT AS SUBMITTED, AND APPROVAL OF THE IP AMENDMENT, IF MODIFIED AS SUGGESTED

The following findings support the Commission's denial of the proposed Implementation Plan Amendment as submitted, and approval of the Implementation Plan Amendment if modified as indicated in Section IV (Suggested Modifications) above. The Commission hereby finds and declares as follows:

A. AMENDMENT DESCRIPTION AND BACKGROUND

The City of Carpinteria ("City") is requesting an amendment to the Implementation Plan (IP) component of its certified Local Coastal Program (LCP) with regard to density bonus, transitional and supportive housing, single room occupancy housing, agricultural employee housing, emergency shelters, and housing for persons with disabilities. These proposed changes are described in further detail below.

Density Bonus

The City proposes to amend the IP to include a new section (Chapter 14.77), to include provisions regarding qualifications, bonus calculations, and specific incentives and regulatory concessions offered by the City for affordable housing consistent with current State Density Bonus law (California Government Code Section 65915-65918). Further, definitions for the following terms are also proposed: Affordable Housing Policies and Procedures, Affordable Units, Child Care Facility, Common Interest Development, Density Bonus Unit(s), Development Standard, Housing Cost, Housing Development, Low Income Household, Moderate Income Household, Qualifying Resident, and Very Low Income Household.

Transitional and Supportive Housing

The City proposes to add three definitions, Supportive Housing, Transitional Housing, and Target Population, to Chapter 14.08 of the IP. The definitions identify transitional and supportive housing as residential uses subject to the same restrictions as other residential uses in the R-1, PRD, PUD, MHS/PUD, MHP, CPD, CB, RES, M-RP, M, M-CD, A, and REC zone districts. These definitions also indicate that transitional and supportive housing development applications would be processed in the same manner as other applications for residential uses in these zones. As the term "target population" is utilized in the definition of supportive housing, the proposed amendment also includes a definition of target population.

Single Room Occupancy Housing

The City proposes to add a new definition of Single Room Occupancy to Chapter 14.08 of the IP. Additionally, Chapter 14.14 (Planned Residential Development District) and Chapter 14.49 (Residential Overlay District) are proposed to be modified to include single room occupancy

units as a use permitted pursuant to a conditional use permit. Furthermore, Chapter 14.62 (Conditional Use Permit) is proposed to be amended to include development standards for single room occupancy units.

Housing for Agricultural Employees

The City proposes to add a new Employee Housing definition to Chapter 14.08 of the IP. Additionally, the Uses Permitted section of Chapter 14.32 (Agricultural District) is proposed to be amended to include employee housing as a permitted use. This section is also proposed to be modified to clarify that employee housing accommodating six or fewer employees shall be considered a single-family structure.

Emergency Shelters

The City proposes to modify Chapter 14.26 (M-RP Industrial Research Park District) to include emergency shelters as a permitted use. Chapter 14.62 (M-RP Industrial Research Park District) is also proposed to be amended to include development standards for emergency shelters.

Housing for Persons with Disabilities

The City proposes to modify the existing definition of family in Chapter 14.08 of the IP. Further, definitions for the following terms are proposed to be deleted: Family Care Home- Large (14.08.240), Family Care Home- Small (14.08.245), and Special Care Home (14.08.565). The City also proposes to add definitions to Chapter 14.08 for Residential Care Facility- Large, and Residential Care Facility- Small. Lastly, Section 14.62.030 (Conditional Uses) is proposed to be amended to include a large residential care facility as a conditionally permitted use.

Background

As mentioned above, the City of Carpinteria submitted Local Coastal Program Amendment LCP-4-CPN-14-0832-1-Part B to the Commission on September 26, 2014. After the submittal of additional information requested by Commission staff, the amendment proposal was deemed complete and filed on February 10, 2015. At the April 17, 2015 hearing, the Commission granted a one year time extension to act on the subject amendment pursuant to Coastal Act Section 30517 and California Code of Regulations, Title 14, Section 13535(c).

B. CONSISTENCY ANALYSIS

City of Carpinteria Land Use Plan Objective 6 states:

Create flexible land use and zoning standards for general commercial and industrial parcels that allow opportunities for residential use to expand, as determined appropriate by the City, in response to changing needs relative to the jobs/housing balance locally and in the region, and as incentive toward the development of affordable housing.

City of Carpinteria Land Use Plan Policy 6a states:

The City may consider and permit mixed use (i.e., residential/commercial or residential/industrial) on parcels designated on Figure LU-1 for commercial or industrial use. Such mixed use may be considered if the City has found that either the allowance would encourage rehabilitation of important existing housing stock, or the residential use of the subject parcel(s) would result in the production of affordable housing in the community, and that mixed use on the site would assist the City in maintaining an appropriate balance between jobs and housing. Mixed-use development shall not be permitted on parcels designated for commercial or industrial use unless it is found by the City to be compatible with existing and anticipated uses in the area surrounding the site.

City of Carpinteria Land Use Plan Policy 6b states in relevant part:

The City may consider and permit residential use on a parcel or parcels not designated for such use under certain circumstances. Such residential use may be considered on a parcel or parcels designated for commercial or industrial use if the City has found that either the allowance would encourage rehabilitation of important existing housing stock or the residential use of the subject parcel(s) would result in the production of affordable housing in the community, and that residential use on the site would assist the City in maintaining an appropriate balance between jobs and housing...

As described above, the standard of review for the proposed amendment to the Implementation Plan of the certified Local Coastal Program, pursuant to Section 30513 and 30514 (regarding amendments) of the Coastal Act, is whether the Implementation Plan, would be in conformance with, and adequate to carry out, the provisions of the Land Use Plan (LUP) portion of the City of Carpinteria's certified Local Coastal Program.

The City of Carpinteria Land Use Plan (LUP) includes policy language that supports the continuation and expansion of various housing alternatives and uses in the City. The LUP also includes several policies that protect coastal resources, including prime and productive agricultural land, public access, sensitive habitat, and wetland areas.

1. Transitional and Supportive Housing, Single Room Occupancy Housing, Emergency Shelters, and Housing for Persons with Disabilities

With regard to transitional and supportive housing, single room occupancy housing, emergency shelters, and housing for persons with disabilities, the proposed amendment, incorporates and updates provisions consistent with the goals and objectives of the City's LUP.

Transitional housing may be designated for a homeless individual or family transitioning to permanent housing. This housing may be group housing or multi-family units. Supportive housing is a place for permanent residence, where residents are disabled, or include populations such as elderly persons, individuals exiting from institutional settings, or veterans. Single Room Occupancy Units (SROs) are residential units of a smaller size than normally found in multiple dwellings, in which sanitary facilities and kitchen/cooking facilities may be provided within the

unit or may be shared among units. The amendment proposes development standards for these types of housing, including unit size.

Emergency shelters are for the temporary housing of homeless persons. As proposed, an emergency shelter would be a permitted use within the M-RP (Industrial Research Park District). The proposed amendment establishes a process and regulations for review of requests for Emergency Shelters including maximum number of beds per person to be served nightly, off-street parking, provision of management, length of stay, lighting, security, etc. Additionally, definitions relating to housing for persons with disabilities would be modified in the proposed amendment. Further, it would clarify that those residential care facilities for six or fewer people would be a permitted use, and that large residential care facilities would be conditionally permitted in any zone districts.

The proposed amendment does not require the development of the housing types described above; it simply provides the opportunity for these housing types to be developed. Development of such housing would require a coastal development permit, and would be subject to the same restrictions as other residential uses in the certain zone districts that already allow and provide for housing opportunities. Furthermore, all required provisions of the Local Coastal Program will still apply, including the policies and provisions requiring avoidance or minimization of adverse impacts to coastal resources, as applicable. The proposed zoning code changes do not conflict with the provision of priority land uses identified in the LUP, nor do the proposed changes raise issue with regard to the public access policies of the LUP. Therefore, the Commission finds that the subject sections of the proposed amendment, as submitted, are adequate to implement the land use policies.

2. Density Bonus

The City proposes to amend the IP to add a new section (Chapter 14.77), to include provisions regarding qualifications, bonus calculations, and specific incentives and regulatory concessions offered by the City for affordable housing consistent with current State Density Bonus law (California Government Code Sections 65915-65918). Further, definitions for the following terms are also proposed to be added: Affordable Housing Policies and Procedures, Affordable Units, Child Care Facility, Common Interest Development, Density Bonus Unit(s), Development Standard, Housing Cost, Housing Development, Low Income Household, Moderate Income Household, Qualifying Resident, and Very Low Income Household.

The purpose of these provisions is to implement the incentive programs provided in the State density bonus regulations in order to provide additional opportunities for the provision of affordable housing within the City. The LCP amendment includes detailed criteria to determine if proposed projects qualify for a density bonus and what percentage bonus is approvable for each percentage of very low, low, or moderate income units proposed to be included. Additionally, the LCP, as amended, provides for the City to include concessions or incentives to an applicant to provide affordable housing. Concessions or incentives include, but are not limited to, the following: a reduction in the site development standards of the zoning code (e.g. site coverage limitations, setbacks, reduced lot sizes, parking requirements); approval of mixed-use land uses;

other regulatory incentives; and a direct financial contribution from the City. The key issues raised with regard to density bonuses and incentives are the potential impacts to coastal resources should incentives include a reduction in development standards or other requirements in a manner inconsistent with the resource protection policies of the LUP, and/or if no maximum limits are placed on the density bonuses.

The Commission has, in general, found that the allowance for density bonuses can be an effective tool to provide for affordable housing when such housing can be accommodated in manner otherwise consistent with the resource protection policies of the Coastal Act or a local government's certified LCP. In this case, the proposed IP amendment does include provisions which describe eligibility for a bonus, as well as how the subject bonus would be processed; however to ensure that bonuses are granted consistent with the resource protection policies of the LUP, **Suggested Modification One (1)** clarifies that the City may grant an incentive to accommodate the density increase unless the requested incentive will have an adverse effect on coastal resources. Furthermore, **Suggested Modification Two (2)** requires that any area of land that is not potentially developable due to hazards or other environmental and resource factors shall not be considered potentially developable lot area for the purposes of calculating base density.

Additionally, in order to ensure that bonuses are granted consistent with all other policies and provisions of the LCP, **Suggested Modification Three (3)** only allows the City to grant a bonus, incentive, or concession, or reduce development standards if it is consistent with the Coastal Act and the City's certified Local Coastal Program.

In conclusion, the proposed density bonus amendment, as suggested to be modified, will allow for increased densities consistent with State law, the Coastal Act, and LUP policies that encourage affordable housing, and will do so in a manner that protects coastal resources. Thus, if modified as suggested, the density bonus portion of the proposed amendment can be found consistent with and adequate to carry out the certified LUP.

3. Housing for Agricultural Employees

The certified Land Use Plan (LUP) for the City of Carpinteria outlines policies for the protection of agriculture:

Policy LU-1d of the LUP states:

Ensure that the type, location and intensity of land uses planned adjacent to any parcel designated open space/recreation or agriculture (as shown on Figure LU-1) are compatible with these public resources and will not be detrimental to the resource.

Objective LU-5 of the LUP states:

Maintain availability of agriculture, coastal-dependent industry and visitor-serving commercial development including hotels/motels, restaurants and commercial recreation uses.

Policy LU-5a of the LUP states:

The City shall continue to give priority to agriculture, coastal-dependent industry and visitor-serving commercial recreational facilities designed to enhance public opportunities for coastal recreation over residential, general industrial, or general commercial development.

Objective OSC-9 of the LUP states:

Encourage and promote open-field agriculture as an independent, viable industry to meet the needs of present and future populations and to preserve the Carpinteria Valley's rural, open space character.

Policy OSC-9d of the LUP states:

Encourage conservation of agricultural production areas.

Policy OSC-9e of the LUP states:

Avoid the conversion of agricultural land to nonagricultural land uses except where conversion meets the criteria established by Sections 30241, 30241.5, and 30242 of the Coastal Act.

The City of Carpinteria LUP policies require that the maximum amount of prime agricultural land be maintained in agricultural production to assure the protection of the area's agricultural economy. The policies also require that non-prime land suitable for agricultural use not be converted to nonagricultural uses. These policies limit the conversion of agricultural land to instances where agriculture is no longer feasible, where the viability of existing agricultural use is already severely limited by conflicts with urban uses, or where conversion of agricultural lands would complete a logical neighborhood and contribute to the establishment of a stable limit to urban development or would concentrate development in urban areas.

The City of Carpinteria occupies the lower portion of the Carpinteria Valley, a broad coastal terrace located between the Santa Ynez Mountains and the Santa Barbara Channel. Carpinteria enjoys a Mediterranean climate and excellent southern exposure that is ideal for coastal agricultural uses. As such, the City is a largely urban area surrounded by both open field (primarily orchards) and greenhouse agriculture.

The proposed LCP amendment would add a new Employee Housing definition to Chapter 14.08 of the IP. Additionally, the Uses Permitted section of Chapter 14.32 (Agricultural District) is proposed to be modified to include employee housing as a permitted use to ensure consistency with State laws regulating agricultural employee housing. As a component of the subject amendment, the City has also proposed to delete existing IP language which requires that verification be submitted to the City which indicates the need for additional employee housing and proof of the full time nature of the employees. The language proposed to be deleted also

requires that all structures located on the agricultural property be clustered. As described above, the LUP contains several policies which require the protection of agriculture, and as proposed the subject IP amendment would weaken the existing standards that require implementation of those protections. As such, in order to ensure the continued protection of agriculture, **Suggested Modification Five (5)** requires that the employee dwellings are for employees engaged in agriculture, that dwellings are clustered to the maximum extent feasible, and that verification be submitted to the City which describes the need for the additional dwellings.

Furthermore, as proposed, the subject amendment includes references to State Law, as well as text that would allow for successor statutes to be incorporated into the IP. Legal standards incorporated in this way could be interpreted as standards of the IP. These referenced standards, however, have not been submitted as an LCP amendment, are not presently part of the certified LCP, and are subject to change without further notice to the Commission. Furthermore, the overall incorporation (by reference in this case) of such changeable standards into the certified LCP has potential wide-ranging effects that were not specifically reviewed in terms of their impacts to coastal resources, including to agriculture. As such, **Suggested Modifications Four (4) and Six (6)** are required to remove references to standards where it may be interpreted to incorporate uncertified outside legal standards as part of the certified LCP.

As modified, the amendment would allow for agricultural employee housing that would help foster Coastal Act and LUP-priority agricultural production, but also requires such housing to be protective of agricultural lands. Thus, as modified, the agricultural employee housing portion of the proposed amendment can be found consistent with and adequate to carry out the certified LUP.

4. Conclusion

It is a goal of the City's certified LUP to protect coastal resources, including prime and productive agricultural land, public access, sensitive habitat, and wetland areas, as well as to support the continuation and expansion of various housing alternatives and uses in the City. In conclusion, the proposed amendment to the IP will not be fully adequate to carry out the certified land use plan, for the above-stated reasons and is denied as submitted. With the suggested modification, however, the proposed IP amendment can be approved as being consistent with and adequate to carry out the certified land use plan.

C. CALIFORNIA ENVIRONMENTAL QUALITY ACT

Section 21080.9 of the California Public Resources Code (PRC) - within the California Environmental Quality Act (CEQA) - exempts local governments from the requirement of preparing an environmental impact report (EIR) in connection with their activities and approvals necessary for the preparation and adoption of a local coastal program (LCP). Instead, the CEQA responsibilities are assigned to the Coastal Commission. However, because the California Natural Resources Agency found the Commission's LCP review and approval program to be functionally equivalent to the EIR process, see 14 C.C.R. Section 15251(f), PRC Section 21080.5

relieves the Commission of the responsibility to prepare an EIR for its actions on proposed LCP amendments. Nevertheless, some elements of CEQA continue to apply to this review process. Specifically, pursuant to CEQA and the Commission's regulations (see 14 C.C.R. Sections 13540(f), 13542(a), and 13555(b)), the Commission's certification of this LCP amendment must be based in part on a finding that it meets the CEQA requirements listed in PRC Section 21080.5(d)(2)(A). That section requires that the Commission not approve or adopt an LCP:

...if there are feasible alternatives or feasible mitigation measures available which would substantially lessen any significant adverse effect which the activity may have on the environment.

The Local Implementation Plan amendment has been found not to be in conformity with, or adequate to carry out, the provisions of the Land Use Plan portion of the certified LCP. To resolve the concerns identified, the Commission suggests modifications discussed in detail above, that will ensure that the Implementation Plan is adequate to carry out and is in conformity with the Land Use Plan. The suggested modifications minimize or mitigate any potentially significant environmental impacts of the LCP amendment. If modified as suggested, the Commission finds that approval of the LCP amendment will not result in significant adverse environmental impacts within the meaning of the California Environmental Quality Act.

The Commission finds that for the reasons discussed in this report, if the LCP amendment is modified as suggested, there are no additional feasible alternatives or feasible mitigation measures available that could substantially reduce any adverse environmental impacts. The Commission further finds that the proposed LCP amendment, if modified as suggested, is consistent with Section 21080.5(d)(2)(A) of the Public Resources Code.

ORDINANCE NO. 668

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA,
CALIFORNIA, AMENDING TITLE 14 (ZONING) OF THE CARPINTERIA
MUNICIPAL CODE AND THE LOCAL COASTAL PROGRAM CONCERNING
DENSITY BONUS, TRANSITIONAL AND SUPPORTIVE HOUSING, SINGLE ROOM
OCCUPANCY (SRO) HOUSING, AGRICULTURAL EMPLOYEE HOUSING,
EMERGENCY SHELTERS AND HOUSING FOR PERSONS WITH DISABILITIES**

WHEREAS, the City of Carpinteria ("City") pursuant to its police powers has the authority to enact laws which promote the public health, safety and general welfare of its residents;

WHEREAS, providing housing that is accessible to people with special needs has been identified in the Housing Element of the City's current General Plan;

WHEREAS, these amendments concerning density bonus, transitional and supportive housing, single room occupancy (SRO) housing, agricultural employee housing, emergency shelters and housing for persons with disabilities will bring the City's Zoning Code into compliance with the City's currently adopted 2009-2014 Housing Element and in compliance with existing State Law;

WHEREAS, Gov. Code §65915 thru 65918 and revisions pursuant to Senate Bill No. 1818 address density bonus provisions;

WHEREAS, Senate Bill No 2 addresses transitional housing, supportive housing and single room occupancy (SRO) housing;

WHEREAS, Health and Safety Code Sections 17021.5 and 17021.6 address agricultural employee housing;

WHEREAS, Government Code §65583(a)(4)(A) addresses emergency shelters; and

WHEREAS, Health and Safety Code §1267.8, Health and Safety Code §1566.3, Welfare and Institution Code §5116, Health and Safety Code §1569.87, Health and Safety Code §11834.23 and Health and Safety Code §1568.0831 address housing for persons with disabilities.

**NOW, THEREFORE, THE CITY COUNCIL HEREBY ORDAINS AS
FOLLOWS:**

SECTION 1. INCORPORATION OF RECITALS

The City Council finds and determines that the above recitals are incorporated herein and are each relied upon independently by the City Council for its adoption of this Ordinance.

Exhibit 1 LCP-4-CPN-14-0832-1-Part B City of Carpinteria Ordinance No. 668
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SECTION 2. AMENDMENT OF TITLE 14 OF THE CARPINTERIA MUNICIPAL CODE

Title 14 of the Carpinteria Municipal Code shall hereby be amended and shall read as follows:

Density Bonus

The text of Chapter 14.77, Density Bonus for Affordable Housing will be replaced in its entirety by the following:

Sections:

- 14.77.010 - Purpose
- 14.77.020 - Eligibility for Bonus, Incentives or Concessions
- 14.77.030 - Allowed Density Bonuses
- 14.77.040 - Allowed Incentives or Concessions
- 14.77.050 - Parking Requirements in Density Bonus Projects
- 14.77.060 - Bonus and Incentives for Housing with Child Care Facilities
- 14.77.070 - Continued Availability
- 14.77.080 - Location and Type of Affordable Units
- 14.77.090 - Processing of Bonus Requests
- 14.77.100 - Density Bonus Agreement
- 14.77.110 - Control of Resale
- 14.77.120 - Judicial Relief, Waiver of Standards
- 14.77.130 - Definitions

14.77.010 - Purpose

As required by Government Code §65915, this Chapter offers density bonuses and incentives or concessions for the development of housing that is affordable to the types of households and qualifying residents identified in §14.77.020 (Eligibility for Bonus, Incentives, or Concessions), below. This Chapter is intended to implement the requirements of Government Code §65915 et seq. and the Housing Element of the General Plan.

14.77.020 - Eligibility for Bonus, Incentives or Concessions

In order to be eligible for a density bonus and other incentives or concessions as provided by this Chapter, a proposed housing development shall comply with the following requirements and shall satisfy all other applicable provisions of this Zoning Code, except as provided by §14.77.040 (Allowed Incentives or Concessions).

- A. Resident requirements. A housing development proposed to qualify for a density bonus shall be designed and constructed so that it includes at least one of the following:

1. Ten percent of the total number of proposed units for lower income households, as defined in Health and Safety Code §50079.5;
 2. Five percent of the total number of proposed units for very low income households, as defined in Health and Safety Code §50105;
 3. The project is a senior citizen housing development as defined in Civil Code §§51.3 and 51.12, or is a mobile home park that limits residency based on age requirements for housing older persons in compliance with Civil Code §798.76 or §799.5; or
 4. Ten percent of the total dwelling units in a common interest development as defined in Civil Code §1351 are for persons and families of moderate income, as defined in Health and Safety Code §50093, provided that all units in the development are offered to the public for purchase.
- B. Applicant selection of basis for bonus. For purposes of calculating the amount of the density bonus in compliance with §14.77.030 (Allowed Density Bonuses), the applicant who requests a density bonus shall elect whether the bonus shall be awarded on the basis of Subsections A.1, A.2, A.3 or A.4 (Resident requirements), above.
- C. Bonus units shall not qualify a project. A density bonus granted in compliance with §14.77.030 (Allowed Density Bonuses) shall not be included when determining the number of housing units that is equal to the percentages required by Subsection A (Resident requirements), above.
- D. Minimum project size to qualify for density bonus. The density bonus provided by this Chapter shall be available only to a housing development of five or more net new dwelling units.
- E. Condominium conversion projects. A condominium conversion project for which a density bonus is requested shall comply with the eligibility and other requirements in Government Code §65915.5.

14.77.030 - Allowed Density Bonuses

The Review authority shall determine the amount of a density bonus allowed in a housing development in compliance with this Section. For the purposes of this Chapter, "density bonus" means a density increase over the otherwise maximum allowable residential density under the applicable General Plan/Coastal Plan designation and zone as of the date of application by the applicant to the city.

- A. Density bonus. A housing development that complies with the eligibility requirements in Subsections 14.77.020.A.1, A.2, A.3, or A.4 (Resident requirements) shall be entitled to density bonuses as follows, unless a lesser percentage is proposed by the applicant.

1. Bonus for units for lower income households. A housing development that is eligible for a bonus in compliance with the criteria in Subsection 14.77.020.A.1 (10 percent of units for lower income households) shall be entitled to a density bonus calculated as follows:

Percentage of Low Income Units Proposed	Percentage of Density Bonus
10	20
11	21.5
12	23
13	24.5
14	26
15	27.5
17	30.5
18	32
19	33.5
20	35

2. Bonus for units for very low income households. A housing development that is eligible for a bonus in compliance with the criteria in Subsection 14.77.020.A.2 (five percent of units for very low income households) shall be entitled to a density bonus calculated as follows:

Percentage of Very Low Income Units Proposed	Percentage of Density Bonus
5	20
6	22.5
7	25
8	27.5
9	30
10	32.5
11	35

3. Bonus for senior citizen development. A housing development that is eligible for a bonus in compliance with the criteria in Subsection 14.77.020.A.3 (senior citizen development or mobile home park) shall be entitled to a density bonus of 20 percent.
4. Bonus for moderate income units in common interest development. A housing development that is eligible for a bonus in compliance with the criteria in Subsection 14.77.020.A.4 (10 percent of units in a common interest development for persons and families of moderate income) shall be entitled to a density bonus calculated as follows:

Percentage of Moderate Income Units Proposed	Percentage of Density Bonus
10	5
11	6
12	7
13	8
14	9
15	10
16	11
17	12
18	13
19	14
20	15
21	16
22	17
23	18
24	19
25	20
26	21
27	22
28	23
29	24
30	25

Percentage of Moderate Income Units Proposed	Percentage of Density Bonus
31	26
32	27
33	28
34	29
35	30
36	31
37	32
38	33
39	34
40	35

5. Density bonus for land donation. When an applicant for a Tentative Map, Parcel Map or other residential development approval meets a resident requirement in 14.77.020 A.1 through A.4 and donates land to the city in compliance with this Subsection, the applicant shall be entitled to a density bonus for the entire development, as follows. Nothing in this Subsection shall be construed to affect the authority of the city to require a developer to donate land as a condition of development and the developer may not be entitled to a density bonus merely due to compliance with the condition.

- a. Basic bonus. The applicant shall be entitled to a 15 percent increase above the otherwise maximum allowable residential density under the applicable General Plan/Coastal Plan land use designation and zone district for the entire development, and an additional increase as follows:

Percentage of Very Low Income Units Proposed	Percentage of Density Bonus
10	15
11	16
12	17
13	18
14	19
15	20

16	21
17	22
18	23
19	24
20	25
21	26
22	27
23	28
24	29
25	30
26	31
27	32
28	33
29	34
30	35

- b. Increased bonus. The increase identified in the table above shall be in addition to any increase in density required by Subsections A.1 through A.4, up to a maximum combined mandated density increase of 35 percent if an applicant seeks both the increase required in compliance with this Subsection A.5, as well as the bonuses provided by Subsections A.1 through A.4.
- c. Eligibility for increased bonus. An applicant shall be eligible for the increased density bonus provided by this Subsection if all of the following conditions are met:
- (1) The applicant donates and transfers the land no later than the date of approval of the Final Map, Parcel Map, or residential development application.
 - (2) The developable acreage and zoning classification of the land being transferred are sufficient to permit construction of units affordable to very low income households in an amount not less than 10 percent of the number of residential units of the proposed development.
 - (3) The transferred land is at least one acre in size, or of sufficient size to permit development of at least 40 units; has the appropriate General Plan/Coastal Plan land use designation; is appropriately zoned for development as affordable housing; and is or will be served by adequate public facilities and infrastructure. The land shall have appropriate zoning and development standards to make the development of the affordable units feasible.

- (4) No later than the date of approval of the Final Map, Parcel Map or of the residential development, the transferred land shall have all of the permits and approvals, other than Building Permits, necessary for the development of the very low income housing units on the transferred land, except that the city may subject the proposed development to subsequent design review to the extent authorized by Government Code §65583.2(i) if the design is not reviewed by the city before the time of transfer.
 - (5) The transferred land and the affordable units shall be subject to a deed restriction ensuring continued affordability of the units consistent with §14.77.070 (Continued Availability), which shall be recorded on the property at the time of dedication.
 - (6) The land is transferred to the city or to a housing developer approved by the city. The city may require the applicant to identify and transfer the land to the approved housing developer.
 - (7) The transferred land shall be within the boundary of the proposed development or, if the city agrees, within one-quarter mile of the boundary of the proposed development.
- B. Greater or lesser bonuses. The city may choose to grant a density bonus greater than provided by this Section for a development that meets the requirements of this Section, or grant a proportionately lower density bonus than required by this Section for a development that does not comply with the requirements of this Section.
- C. Density bonus calculations. The calculation of a density bonus in compliance with this Section that results in fractional units shall be rounded up to the next whole number, as required by State law. For the purpose of calculating a density bonus, the residential units do not have to be based upon individual subdivision maps or lots.
- D. Requirements for amendments or discretionary approval. The granting of a density bonus shall not be interpreted, in and of itself, to require a General Plan/Local Coastal Program Amendment, Zoning Map Amendment or other legislative and/or discretionary approval.

14.77.040 - Allowed Incentives or Concessions

A. Applicant request and city approval.

1. An applicant for a density bonus that is in compliance with this Chapter may submit to the city a proposal for the specific incentives or concessions listed in Subsection C (Type of incentives), below, that the applicant requests in compliance with this Section. The applicant may file a request either before filing an application for city approval of a proposed project or concurrently with an application for project approval. The review authority shall grant an incentive or concession request that complies with this Section unless the review authority makes any of the following findings in writing, based upon substantial evidence:
 - a. The incentive or concession is not required to provide for affordable housing costs, as defined in Health and Safety Code §50052.5, or for rents for the targeted units to be set as specified in §14.77.070.B (Unit cost requirements); or
 - b. The incentive or concession would have a specific adverse impact, as defined in Government Code §65589.5(d)(2), upon public health and safety or the physical environment, or on any real property listed in the California Register of Historical Resources and there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the development unaffordable to low and moderate income households.
 - c. The incentive or concession would be contrary to state or federal law.
 - d. The incentive or concession would be inconsistent with or violate the California Coastal Act and those policies and regulations of the city's Local Coastal Program established to protect coastal resources.

B. Number of incentives. The applicant shall receive the following number of incentives or concessions.

1. One incentive or concession. One incentive or concession for a project that includes at least 10 percent of the total units for lower income households, at least five percent for very low income households or at least 10 percent for persons and families of moderate income in a common interest development.
2. Two incentives or concessions. Two incentives or concessions for a project that includes at least 20 percent of the total units for lower income households, at least 10 percent for very low income households or at least 20 percent for persons and families of moderate income in a common interest development.

3. Three incentives or concessions. Three incentives or concessions for a project that includes at least 30 percent of the total units for lower income households, at least 15 percent for very low income households or at least 30 percent for persons and families of moderate income in a common interest development.
- C. Type of incentives. For the purposes of this Chapter, concession or incentive means any of the following:
1. A reduction in the site development standards of this Zoning Code (e.g., site coverage limitations, setbacks, reduced lot sizes, and/or parking requirements [see also §14.77.050 Parking Requirements in Density Bonus Projects]), or a modification of architectural design requirements that exceed the minimum building standards approved by the California Building Standards Commission in compliance with Health and Safety Code §18901 et seq., that would otherwise be required, that results in identifiable, financially sufficient and actual cost reductions;
 2. Approval of mixed-use land uses not otherwise allowed by this Zoning Code in conjunction with the housing development, if nonresidential land uses will reduce the cost of the housing development and the nonresidential land uses are compatible with the housing project and the existing or planned development in the area where the project will be located;
 3. Other regulatory incentives proposed by the applicant or the city that will result in identifiable, financially sufficient and actual cost reductions; and/or
 4. A direct financial contribution granted by the Council in its sole and absolute discretion, including writing-down land costs, subsidizing the cost of construction or participating in the cost of infrastructure.
- D. Effect of incentive or concession. The granting of a concession or incentive shall not be interpreted, in and of itself, to require a General Plan/Local Coastal Program Amendment, Zoning Map Amendment or other legislative and/or discretionary approval.

14.77.050 - Parking Requirements in Density Bonus Projects

- A. Applicability. This Section applies to a development that meets the requirements of §14.77.020 (Eligibility for Density Bonus, Incentives and Concessions), above, but only at the request of the applicant. An applicant may request additional parking incentives or concessions beyond those provided in this Section in compliance with §14.77.040 (Allowed Concessions and Incentives), above.

B. Number of parking spaces required.

1. At the request of the applicant, the city shall require the following vehicular parking ratios for a project that complies with the requirements of §14.77.020 (Eligibility for Density Bonus, Incentives and Concessions), above, inclusive of handicapped and guest parking.
 - a. Zero to one bedroom: One onsite parking space.
 - b. Two to three bedrooms: Two onsite parking spaces.
 - c. Four or more bedrooms: Two and one-half onsite parking spaces.
2. If the total number of parking spaces required for a development is other than a whole number, the number shall be rounded up to the next whole number.

C. Location of parking. For purposes of this Section, a development may provide onsite parking through tandem parking or uncovered parking, but not through on-street parking.

14.77.060 - Bonus and Incentives for Housing with Child Care Facilities

A housing development that complies with the resident and project size requirements of §14.77.020 (Eligibility for Bonus, Incentives or Concessions) and also includes as part of that development a child care facility other than a large or small family day care home that will be located on the site or adjacent to the development, shall be subject to the following additional bonus, incentives and requirements.

- A. Additional bonus and incentives. The city shall grant a housing development that includes a child care facility in compliance with this Section either of the following:
 1. An additional density bonus that is an amount of floor area in square feet of residential space that is equal to or greater than the floor area of the child care facility; or
 2. An additional incentive that contributes significantly to the economic feasibility of the construction of the child care facility.
- B. Requirements to qualify for additional bonus and incentives.
 1. The city shall require, as a condition of approving the housing development, that:
 - a. The child care facility shall remain in operation for a period of time that is as long as or longer than the period of time during which the density bonus units are required to remain affordable in compliance with §14.77.070 (Continued Availability), below; and

- b. Of the children who attend the child care facility, the number of children of very low income households, lower income households or moderate income households shall be equal to or greater than the percentage of dwelling units required for very low income households, lower income households or moderate income households in compliance with Subsection 14.77.020.A (Resident requirements), above.
2. The city shall not be required to provide a density bonus for a child care facility in compliance with this Section if it finds, based upon substantial evidence, that the community has adequate child care facilities.

14.77.070 - Continued Availability

The units that qualified the housing development for a density bonus and other incentives and concessions shall continue to be available as affordable units in compliance with the following requirements, as required by Government Code §65915(c). See also §14.77.110 (Control of Resale).

- A. Duration of affordability. The applicant shall agree to, and the city shall ensure, the continued availability of the units that qualified the housing development for a density bonus and other incentives and concessions, as follows:
 1. Low and very low income units. The continued affordability of all low and very low income qualifying units shall be maintained for at least 30 years. The time limit can be longer if otherwise required, for example, by the construction or mortgage financing assistance program, mortgage insurance program, rental subsidy program or by city policy or ordinance.
 2. Moderate income units in common interest development. The continued availability of moderate income units in a common interest development shall be maintained for at least 10 years. The time limit can be longer if otherwise required by city policy or ordinance.
- B. Unit cost requirements. The rents and owner-occupied costs charged for the housing units in the development that qualify the project for a density bonus and other incentives and concessions shall not exceed the following amounts during the period of continued availability required by this Section:
 1. Lower income units. Rents for the lower income density bonus units shall be set at an affordable rent as defined in Health and Safety Code §50053; and
 2. Owner-occupied units. Owner-occupied units shall be available at an affordable housing cost as defined in Health and Safety Code §50052.5.

C. Occupancy and resale of moderate income common interest development units. An applicant shall agree to and the city shall ensure that the initial occupants of moderate income units that are directly related to the receipt of the density bonus in a common interest development as defined in Civil Code §1351 are persons and families of moderate income as defined in Health and Safety Code §50093, and that the units are offered at an affordable housing cost as defined in Health and Safety Code §50052.5. The city shall enforce an equity sharing agreement unless it is in conflict with the requirements of another public funding source or law. The following requirements apply to equity sharing agreements:

1. Upon resale, the seller of the unit shall retain the value of any improvements, the down payment and the seller's proportionate share of appreciation.
2. The city shall recapture any initial subsidy and its proportionate share of appreciation, which shall then be used within three years for any of the purposes described in Health and Safety Code §33334.2(e) that promote home ownership. For the purposes of this Section:
 - a. The city's initial subsidy shall be equal to the fair market value of the residence at the time of initial sale, minus the initial sale price to the moderate income household, plus the amount of any down payment assistance or mortgage assistance. If upon resale the market value is lower than the initial market value, then the value at the time of the resale shall be used as the initial market value; and
 - b. The city's proportionate share of appreciation shall be equal to the ratio of the initial subsidy to the fair market value of the residence at the time of initial sale.

14.77.080 - Location and Type of Affordable Units

- A. Location/dispersal of units. As required by the review authority in compliance with §14.77.090 (Processing of Bonus Requests), affordable units shall be reasonably dispersed throughout the project where feasible, shall contain on average the same number of bedrooms as the non-affordable units in the project and shall be compatible with the design or use of remaining units in terms of appearance, materials and finished quality.
- B. Phasing. If a project is to be built in phases, the density bonus units shall be phased in the same proportion as the non-density bonus units or phased in another sequence acceptable to the city.

14.77.090 - Processing of Bonus Requests

Permit requirement. A request for a density bonus and other incentives and concessions shall be evaluated and decided through Development Plan review in compliance with §14.68.030 (Development Plan Processing).

14.77.100 - Density Bonus Agreement

- A. Agreement required. An applicant requesting a density bonus shall agree to enter into a density bonus agreement (referred to as the "agreement") with the city in the city's standard form of agreement.
- B. Agreement provisions.
 - 1. Project information. The agreement shall include at a minimum, the following information about the project:
 - a. The total number of units approved for the housing development, including the number of affordable dwelling units;
 - b. A description of the household income group to be accommodated by the housing development and the standards and methodology for determining the corresponding affordable rent or affordable sales price and housing cost consistent with HUD Guidelines;
 - c. The marketing plan for the affordable units;
 - d. The location, unit sizes (square feet) and number of bedrooms of the affordable dwelling units;
 - e. Tenure of the use restrictions for affordable dwelling units of the time periods required by §14.77.070 (Continued Availability);
 - f. A schedule for completion and occupancy of the affordable dwelling units;
 - g. A description of the additional incentives and concessions being provided by the city;
 - h. A description of the remedies for breach of the agreement by the owners, developers and/or successors in interest of the project; and
 - i. Other provisions to ensure successful implementation and compliance with this Chapter.
 - 2. Minimum requirements. The agreement shall provide, at minimum, that:
 - a. The developer shall give the city the continuing right of first refusal to lease or purchase any or all of the affordable dwelling units at the appraised value;

- b. The deeds to the affordable dwelling units shall contain a covenant stating that the developer or successors in interest shall not assign, lease, rent, sell, sublet or otherwise transfer any interests for affordable units without the written approval of the city;
 - c. When providing the written approval, the city shall confirm that the price (rent or sale) of the affordable dwelling unit is consistent with the limits established by HUD;
 - d. The city shall have the authority to enter into other agreements with the developer or purchasers of the affordable dwelling units to ensure that the required dwelling units are continuously occupied by eligible households;
 - e. Applicable deed restrictions, in a form satisfactory to the City Attorney, shall contain provisions for the enforcement of owner or developer compliance. Any default or failure to comply may result in foreclosure, demand for specific performance, withdrawal of the Certificate of Occupancy or other action;
 - f. In any action taken to enforce compliance with the deed restrictions, the City Attorney shall, if compliance is ordered by a court of competent jurisdiction, take all action that may be allowed by law to recover all of the city's costs of action including legal services; and
 - g. Compliance with the agreement will be monitored and enforced in compliance with the measures included in the agreement.
3. For-sale housing conditions. In the case of a for-sale housing development, the agreement shall provide for the following conditions governing the initial sale and use of affordable dwelling units during the applicable restriction period:
- a. Affordable dwelling units shall be owner occupied by eligible households or by qualified residents in the case of senior housing; and
 - b. The initial purchaser of each affordable dwelling unit shall execute an instrument or agreement approved by the city which:
 - (1) Restricts the sale of the unit in compliance with this Chapter, or other applicable city policy or ordinance, during the applicable use restriction period;
 - (2) Contains provisions as the city may require to ensure continued compliance with this Chapter and State law; and
 - (3) Shall be recorded against the lot containing the affordable dwelling unit.

4. Rental housing conditions. In the case of a rental housing development, the agreement shall provide for the following conditions governing the use of affordable dwelling units during the applicable restriction period:

- a. The rules and procedures for qualifying tenants, establishing affordable rent, filling vacancies and maintaining the affordable dwelling units for qualified tenants;
- b. Provisions requiring owners to annually verify tenant incomes and maintain books and records to demonstrate compliance with this Chapter;
- c. Provisions requiring owners to submit an annual report to the city, which includes the name, address and income of each person occupying the affordable dwelling unit and which identifies the bedroom size and monthly rent or cost of each unit; and
- d. The applicable use restriction period shall comply with the time limits for continued availability in §14.77.070 (Continued Availability), above.

C. Execution of agreement.

1. Following approval of the agreement and execution of the agreement by all parties, the city shall record the completed agreement on the lots designated for the construction of affordable dwelling units at the County Recorder's Office.
2. The approval and recordation shall take place at the same time as the Final Map or, where a map is not being processed, before issuance of Building Permits for the affordable dwelling units.
3. The agreement shall be binding on all future owners, developers and/or successors in interest.

14.77.110 - Control of Resale

In order to maintain the availability of for-sale affordable housing units constructed in compliance with this Chapter, the following resale conditions shall apply.

- A. Limits on resale price. The maximum price received by the seller of an affordable unit shall be limited to the purchase price plus an increase based on the Consumer Price Index for all Urban Consumers (CPI-U) published by the Bureau of Labor Statistics, U.S. Department of Labor, for the Santa Barbara, California area, an amount consistent with the increase in the median income since the date of purchase or the fair market value, whichever is less. Before offering an affordable housing unit for sale, the seller shall provide written notice to the city of the intent to sell. The notice shall be provided by certified mail to the Director.

- B. Units to be offered to the city. Home ownership affordable units constructed, offered for sale or sold under the requirements of this Section shall be offered to the city or its assignee for a period of at least 90 days from the date the notice of intent to sell is delivered to the city by the first purchaser or subsequent purchasers. Home ownership affordable units shall be sold and resold from the date of the original sale only to households determined to be eligible for affordable units by the city in compliance with this Section. The seller shall not levy or charge any additional fees nor shall any "finder's fee" or other monetary consideration be allowed other than customary real estate commissions and closing costs.
- C. Declaration of restrictions. The owners of any affordable unit shall attach and legally reference in the grant deed conveying title of the affordable ownership unit a declaration of restrictions provided by the city, stating the restrictions imposed in compliance with this Section. The grant deed shall afford the grantor and the city the right to enforce the declaration of restrictions. The declaration of restrictions shall include all applicable resale controls, occupancy restrictions and prohibitions required by this Section.
- D. City to monitor resale of units. The city shall monitor the resale of ownership affordable units. The city or its designee shall have a 90-day option to commence purchase of ownership affordable units after the owner gives notification of intent to sell. Any abuse in the resale provisions shall be referred to the city for appropriate action.

14.77.120 - Judicial Relief, Waiver of Standards

- A. Judicial relief. As provided by Government Code §65915(d)(3), the applicant may initiate judicial proceedings if the city refuses to grant a requested density bonus, incentive or concession.
- B. Waiver of standards preventing the use of bonuses, incentives or concessions.
 - 1. As required by Government Code §65915(e), the city will not apply a development standard that will have the effect of precluding the construction of a development meeting the criteria of Subsection 14.77.020.A. (Resident requirements), above, at the densities or with the concessions or incentives allowed by this Chapter.
 - 2. An applicant may submit to the city a proposal for the waiver or reduction of development and zoning standards that would otherwise inhibit the utilization of a density bonus on a specific site, including minimum lot size, setbacks and placement of infrastructure improvements.
 - 3. The applicant shall show that the waiver or modification is necessary to make the housing units economically feasible.

C. City exemption. Notwithstanding the provisions of Subsections A and B, above, nothing in this Section shall be interpreted to require the city to:

1. Grant a density bonus, incentive, concession or waive or reduce development standards, if the bonus, incentive, concession, waiver or reduction would have an adverse impact, as defined in Government Code §65589.5(d)(2), upon health, safety or the physical environment, and for which there is no feasible method to satisfactorily mitigate or avoid the adverse impact; or
2. Grant a density bonus, incentive, concession or waive or reduce development standards, if the bonus, incentive, concession, waiver or reduction would have an adverse impact on any real property that is listed in the California Register of Historical Resources.

14.77.130 - Definitions

Whenever the following terms are used in this Chapter, they shall have the meaning established in this section:

1. "Affordable housing policies and procedures" means policies and procedures for the implementation of the city's affordable housing ordinances and programs, as adopted by the city and amended from time to time.
2. "Affordable unit(s)" means those residential units that must be offered to eligible purchasers at a city-approved affordable sale price or rental rate according to the requirements of this chapter.
3. "Child care facility" means a child care facility other than a family day care home, including but not limited to infant centers, pre-schools, attached day care facilities and school age child care centers.
4. "Common interest development" means a type of housing, composed of individually owned units, such as condominiums, townhouses, or single-family homes, that share ownership of common areas, such as swimming pools, landscaping and parking. Common interest developments are managed by homeowners' associations.
5. "Density bonus unit(s)" means those residential units granted pursuant to the provisions of this chapter, which exceed the otherwise allowable maximum residential density for the development site. All density bonus calculations resulting in fractional units shall be rounded up to the next whole number. The density bonus units shall not be included when determining the number of housing units allowed under the maximum residential density for the development site.

6. "Development standard" means any ordinance, general plan element, specific plan, or other local law, policy, resolution or regulation.
7. "Housing cost" means the sum of actual or projected monthly payments for all of the following costs and expenses associated with for-sale bonus density units: principal and interest on a mortgage loan, including any loan insurance fees, property taxes and assessments, fire and casualty insurance, property maintenance and repairs, homeowner association fees and a reasonable allowance for utilities.
8. "Housing development" means construction projects consisting of five or more residential units, including single-family, multifamily and mobile homes for sale or rent. It shall also include either a project to substantially rehabilitate and convert an existing commercial building to residential use or the substantial rehabilitation of an existing multifamily dwelling as defined in subsection (d) of Government Code Section 65863.4, where the result of the rehabilitation would be a net increase in available residential units.
9. "Low income household" means a household whose income does not exceed the lower income limits applicable to Santa Barbara County, as published and periodically updated by the State Department of Housing and Community Development pursuant to Section 50079.5 of the California Health and Safety Code.
10. "Moderate income household" means a household whose income does not exceed the moderate income limits applicable to Santa Barbara County, as published and periodically updated by the State Department of Housing and Community Development pursuant to Section 50093 of the California Health and Safety Code.
11. "Qualifying resident" means a senior citizen or other person(s) eligible to reside in senior citizen housing.
12. "Very-low income household" means a household whose income does not exceed the very-low income limits applicable to Santa Barbara County, as published and periodically updated by the State Department of Housing and Community Development pursuant to Section 50105 of the California Health and Safety Code.

Transitional and Supportive Housing

Chapter 14.08 Definitions will be amended to add the following three new Sections:

14.08.607 Supportive housing.

"Supportive housing" means housing with no limit on length of stay, that is occupied by the target population and linked to an onsite or offsite service that assists the supportive housing resident in retaining the housing, improving his or her health status and maximizing his or her ability to live, and when possible, work in the community. Supportive housing is a residential use subject only to the same regulations and procedures that apply to other residential uses of the same type in the same zone.

14.08.612 Target population.

"Target population" means persons with low incomes who have one or more disabilities, including mental illness, HIV or AIDS, substance abuse or other chronic health condition, or individuals eligible for services provided pursuant to the Lanterman Developmental Disabilities Services Act (Division 4.5 [commencing with Section 4500] of the Welfare and Institutions Code) and may include, among other populations, adults, emancipated minors, families with children, elderly persons, young adults aging out of the foster care system, individuals exiting from institutional settings, veterans and homeless people.

14.08.622 Transitional housing.

"Transitional housing" means buildings configured as rental housing developments that require the termination of assistance and recirculating of the assisted unit to another eligible program recipient at a predetermined future point in time that shall be no less than six months from the beginning of the assistance. Transitional housing is a residential use subject only to the same regulations and procedures that apply to other residential uses of the same type in the same zone.

Single Room Occupancy Housing

Chapter 14.08 Definitions will be amended to add the following new Section:

14.08.562 Single room occupancy (SRO).

"Single Room Occupancy (SRO)" means a multi-unit residential development where occupants may share common kitchen and bathroom facilities.

Chapter 14.14 Planned Residential Development District, Section 14.14.040 Uses permitted subject to conditional use permit will be amended to read as follows:

14.14.040 Uses permitted subject to conditional use permit.

Permitted uses subject to conditional use permit in the PRD district are as follows:

1. Single Room Occupancy (SRO) housing subject to Section 14.62.090 of this code;
2. As provided in Chapter 14.62,

Chapter 14.49 Residential Overlay District will be amended to add Section 14.49.070 to read as follows:

14.49.070 Uses permitted subject to conditional use permit.

Notwithstanding any other provision of this code, Single Room Occupancy (SRO) housing units subject to Section 14.62.090.

Chapter 14.62 Conditional Use Permit will be amended to add Section 14.62.090 to read as follows:

14.62.090 Development standards for single room occupancy (SRO) housing units.

A. A SRO unit shall have a minimum size of 150 square feet and a maximum size of 400 square feet.

B. Occupancy shall be limited to a maximum of two persons per unit.

C. A SRO unit is not required to but may contain partial or full bathroom facilities. A partial bathroom facility shall have at least a toilet and sink; a full facility shall have a toilet, sink and bathtub, shower or bathtub/shower combination. If a full bathroom facility is not provided, common bathroom facilities shall be provided in accordance with the California Building Code for congregate residences with at least one full bathroom per floor.

D. A SRO unit is not required to but may contain partial or full kitchen facilities. A full kitchen includes a sink, a refrigerator and a stove, range top or oven. A partial kitchen is missing at least one of these appliances. If a full kitchen is not provided, common kitchen facilities shall be provided with at least one full kitchen per floor.

E. Each SRO unit shall be provided with one closet per person, telephone hookups and cable or satellite TV hookups.

F. If laundry facilities are not provided in each unit, common laundry facilities shall be provided, with one washer and one dryer on the premises for every 10 units.

G. Elevators shall be required for SRO buildings of two or more stories.

H. Onsite management shall be provided at all times.

I. Off-street parking shall be provided at the rate of 0.5 space per unit, plus one space for each employee on duty.

J. Tenancy of SRO units shall be limited to 30 or more days.

Housing for Agricultural Employees

Chapter 14.08 Definitions will be amended to add the following new section:

14.08.222 Employee housing.

“Employee housing” has the same meaning as that term is defined in Section 17008 of the Health and Safety Code, or successor statute.

Chapter 14.32 Agriculture District, Section 14.32.030 Uses Permitted and Section 14.32.040 Uses permitted Subject to Conditional Use Permit will be amended to read as follows:

14.32.030 Uses permitted.

Uses permitted in the A district are as follows:

1. All types of agriculture and farming except a poultry ranch, dairy, hog ranch, animal feed yard, or animal sales yard, subject to the limitations hereinafter provided in this district;
2. Noncommercial raising of animals not to exceed one horse, mule, or cow; or three (3) goats, hogs, or other livestock not specifically enumerated in this chapter, shall be permitted for each twenty thousand (20,000) square feet of area of the parcel of land upon which the same are kept, except that no more than three (3) hogs shall be kept on any parcel;
3. One single-family dwelling unit per legal parcel. ~~only for occupancy by the owner or lessee of the land upon which such dwelling is located~~ For purposes of this section, any employee housing providing accommodations for six or fewer employees shall be deemed a single-family structure pursuant to Section 17021.5 of the Health and Safety Code, or successor statute;

4. Employee housing consisting of no more than 36 beds in a group quarters or 12 units or spaces designed for use by a single-family or household, in conformance with Health and Safety Code Section 17201.6 or successor statute.

14.32.040 Uses permitted subject to conditional use permit.

Uses permitted in the A district subject to the conditional use permit are as follows:

1. Animal hospital when located upon a parcel containing at least five (5) acres;
2. Sale of agricultural products produced on the premises provided that such sale is conducted either within an existing agricultural building or from a separate stand not exceeding two hundred (200) square feet and located no closer than twenty (20) feet, nor more than eighty (80) feet, from of the right-of-way of any street;
3. Greenhouses, hothouses, other plant protection structures, or related development, i.e., packing sheds, parking, driveways, etc.;
- ~~4. Additional dwellings for employees of the owner or lessee of the land engaged full-time in agriculture on the farm or ranch upon which the dwelling is located; such additional dwellings shall be clustered on no more than three (3) percent of the property; the applicant shall provide the city with adequate verification of the need for such additional dwellings and proof of the full-time nature of the employees;~~
- ~~4. 5~~ Commercial raising of animals, boarding of animals, commercial riding stables, and animal husbandry services;
- ~~5. 6~~ Kennels;
- ~~6. 7~~ Family care homes, large, as defined in Chapter 14.08;
- ~~7. 8~~ Uses, buildings and structures accessory and customarily incidental to the above uses.

Chapter 14.12 R-1 Single-Family Residential District, Section 14.12.030 Uses permitted by right will be amended to read as follows:

14.12.030 Uses permitted by right.

Uses permitted by right in the R-1 district are as follows:

1. One single-family dwelling per legal parcel;

2. Uses, buildings and structures customarily incidental to single-family dwellings, for exclusive use of the residents of the site, and not involving the maintenance of a commercial enterprise on the premises;
3. Home occupations subject to the provisions of Section 14.50.030;
4. Golf courses and country clubs operated in connection with the single-family residential development, but not including commercial driving tees, ranges, putting courses, or miniature golf courses;
5. Orchards, truck and flower gardens, and the raising of field crops; provided there is no sale on the property of the products produced;
6. Nurseries and greenhouses used only for the propagation and cultivation of plants, provided no advertising sign, commercial display room, or stand is maintained in connection therewith, and provided further that the aggregate square feet of floor area or ground area of all such building shall not exceed three hundred (300) square feet;
7. The keeping of animals and poultry as provided in Sections 6.04.390 and 6.04.420;
8. Public parks, playgrounds, and community centers;
9. Child day care use; provided such use does not detrimentally change the residential appearance of the property or neighborhood;
10. Small family care homes residential care facility, as defined in Chapter 14.08.
11. Agricultural employee housing consistent with Sections 17201.5 and 17201.6 of the Health and Safety Code or successor statute.

Emergency Shelters

Chapter 14.26 (M-RP) Industrial/Research Park District will be amended to add the following new Section:

14.26.025 Uses permitted by right.

Notwithstanding any other provision of this code, emergency shelters are permitted by right in the M-RP District subject to the following standards.

1. Permitting. No discretionary review including Conditional Use Permit or Development Plan will be required for an emergency shelter in the M-RP Zone. Applications for emergency shelters shall be submitted to the Community Development Department. If the application meets

all applicable standards and any other state or local requirement, the application shall be reviewed ministerially by the Planning Commission.

2. Standards. Emergency shelters shall only be subject to those development and management standards that apply to residential or commercial use within the M-RP Zone District and the following standards.

a. Maximum Occupancy. A maximum of 25 occupants/clients shall be permitted at each facility. Occupants shall be counted as persons served by overnight accommodations in a 24-hour period. Higher occupancy facilities may be considered through a Conditional Use Permit.

b. Vehicle and Bicycle Parking. One vehicle parking space shall be provided onsite per five beds, plus one space for each employee on duty. One bicycle parking space shall be provided onsite per five beds. Bicycle parking shall be secure, located near a common building entrance and well-lit.

c. Waiting intake area. A client lobby or intake room shall be provided near the entrance of the facility. The area shall provide seats or beds and be large enough to accommodate regular occupancy.

d. Support services and amenities. The facility may provide amenities such as: commercial kitchen, recreation room, support services, laundry services and storage areas.

e. Length of stay. Individual occupancy in a facility shall be limited to no more than six months in any 12-month period.

f. Management and Security. A written management plan shall be submitted to the city prior to occupancy of the facility. The management plan shall include provisions for staffing, management, security, outdoor uses, temporary storage, site maintenance, service amenities and transportation.

g. Lighting. The facility shall include appropriate lighting for security and safety. Such lighting shall be installed prior to occupancy.

h. Proximity. The facility shall be located no closer than 300 feet to any other emergency shelter, as measured property boundary to property boundary.

Housing for Persons with Disabilities

Chapter 14.08 Definitions, Section 14.08.235 will be amended to read as follows:

14.08.235 Family.

"Family" means one or more persons related by blood or marriage, or a group of not to exceed five persons not all related by blood or marriage, occupying premises and living as a single nonprofit housekeeping unit, as distinguished from a group occupying a boardinghouse or lodginghouse, hotel, club, or similar dwelling for group use. A family shall not include a fraternal, religious, social, or business group. living together as a single nonprofit housekeeping unit and sharing common living, sleeping, cooking and eating facilities. Members of a family need not be related but are distinguished from a group occupying a boarding or lodging house, hotel, club or similar dwelling for group uses. A family shall be deemed to include domestic servants employed by the family.

Chapter 14.08 Definitions, Sections 14.08.240 and 14.08.245 shall be replaced in their entirety by new sections 14.08.540 and 14.08.541, and existing Section 14.08.540 shall be renumbered to Section 14.08.537, to read as follows:

~~14.08.240 Family care home – Large.~~

~~"Large family care home" means a residential home providing 24-hour nonmedical care and supervision that:~~

- ~~1. Has a license for a capacity of four, five or six clients from the state Department of Health or a licensing agency authorized by said Department as a "small family home – children," "small family home – adults," "group home – children," "group home – adults," or "foster home;" and~~
- ~~2. Does not detrimentally change the residential condition or appearance of the property.~~

~~14.08.245 Family care home – Small.~~

~~"Small family care home" means a residential home providing 24-hour nonmedical care and supervision that:~~

- ~~1. Has a license for a capacity of no more than three clients from the state Department of Health or a licensing agency authorized by said Department as a "small family home – children," "small family home – adults," "group home – children," "group home – adults" or "foster home;" and~~
- ~~2. Does not detrimentally change the residential condition and appearance of the property.~~

14.08.565 Special care home.

"Special care home" means a residential home providing twenty-four-hour nonmedical care and supervision that has a license for a capacity of seven or more clients from the state Department of Health or a licensing agency authorized by said Department as a "large family home-children," "large family home-adults, group home-children," "group home-adults," or "foster home."

14.08.54037 Recreational vehicle park.

"Recreational vehicle park" means any area or tract of land, where one or more lots are rented or leased or offered for rent or lease to owners or users of recreational vehicles or tents and which is occupied for temporary purposes.

14.08.540 Residential care facility – Large.

"Large residential care facility" means a state-licensed residential facility providing non-medical care to seven or more persons in need of personal services, supervision or assistance essential for sustaining the activities of daily living or for the protection of the individual.

14.08.541 Residential care facility – Small.

"Small residential care facility" means a state-licensed residential facility providing non-medical care to six or fewer persons in need of personal services, supervision or assistance essential for sustaining the activities of daily living or for the protection of the individual. For purposes of this Code, the residents and operators of a small licensed residential care facility shall be considered to be a family.

Chapter 14.62 Conditional Use Permit, Section 14.62.030 will be amended to read as follows:

14.62.030 Conditional uses.

In addition to the conditionally permitted uses listed in specific zoning districts, the following uses may be permitted in any district in which they are not otherwise permitted, subject to the granting of a conditional use permit as set forth in this chapter:

1. Airport;
2. Animals, use of property for animals different in kind or greater in number than otherwise permitted in this title;
3. Artist's studio;
4. Cemetery;
5. Church;
6. Club;

7. Educational facilities, including nursery schools and day nurseries, colleges, and schools;
8. Electrical substations;
9. Charitable institutions for the care of human beings (except when human beings are housed under restraint);
10. Fairgrounds;
11. Fences and walls of six feet or more in height;
12. Golf courses and driving ranges;
13. Hospitals, sanitariums, convalescent homes, rest homes, subject to the additional requirements of this chapter;
14. Library;
15. Master television antenna system;
16. Monastery;
17. Museum;
18. Pipelines pursuant to the provisions of Section 14.50.010(11), (12), and (13);
19. Buildings, structures, and uses of a public works, public service or public utility nature, excluding the permitted uses of the public utility zoning district;
20. Sea walls, revetments, and groins, subject to the provisions of Section 14.50.010(4);
21. Riding arena;
22. ~~Special care homes~~ Large residential care facility;
23. Stable, commercial;
24. Transmission lines, high voltage;
25. Uses, buildings and structures accessory and customarily incidental to the above uses;
26. Any other use, building, or structure which in the opinion of the planning commission is compatible with the zoning district, is of similar or lighter intensity of use, and is not injurious to the health, safety or welfare of the neighborhood because of noise, odor, dust, smoke, vibration, danger to life and property or other similar causes.

SECTION 3: EFFECTIVE DATE.

This Ordinance shall be in full force and effect thirty (30) days following certification as an amendment to the City's Local Coastal Program by the California Coastal Commission, acceptance of such certification by resolution, and second reading by the City Council; and before the expiration of fifteen (15) days of its passage shall be published once with the names of the City Council voting for and against the same in the Coastal View News, a newspaper of general circulation, published in the City of Carpinteria.

SECTION 4: SEVERABILITY.

If any section, subsection, sentence, clause, phrase or word of this Ordinance is for any reason held to be invalid by a court of competent jurisdiction, such decisions shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed and adopted this Ordinance, and each and all provisions hereof, irrespective of the fact that one or more provisions may be declared invalid.

SECTION 5: CEQA EXEMPTION.

The City Council accepts the Negative Declaration (ND) prepared for the City's 2009-2014 Housing Element as adequate environmental review for Project No. 14-1712-ORD/LCPA pursuant to §15162 of the California Environmental Quality Act, no additional environmental review is necessary for a project when there is a previously adopted EIR or ND and there have been no changes to the scope of the project, the project's potential impacts, or any project mitigation measures/project alternatives.

PASSED, APPROVED, AND ADOPTED this 28th day of July 2014, by the following called vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBER(S):

ABSENT: COUNCILMEMBER(S):

Mayor of the City of Carpinteria

ATTEST:

City Clerk, City of Carpinteria

I hereby certify that the foregoing Ordinance was duly and regularly introduced and adopted at a regular meeting of the City Council of the City of Carpinteria held the 28th day of July 2014.

City Clerk, City of Carpinteria

APPROVED AS TO FORM:

Peter N. Brown, City Attorney
City of Carpinteria

02 26 2014 BP

AGENDA SECTION: PUBLIC HEARINGS
AGENDA ITEM # 8
REPORT # 14-104

STAFF REPORT
CITY COUNCIL MEETING DATE
July 28, 2014

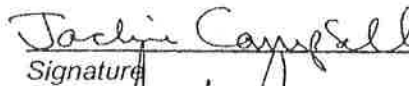
ITEM FOR CITY COUNCIL CONSIDERATION

RESOLUTION NO. 5542 AND ORDINANCE NO. 668, AMENDING TITLE 14 (ZONING) OF THE CARPINTERIA MUNICIPAL CODE AND THE LOCAL COASTAL PROGRAM CONCERNING DENSITY BONUS, TRANSITIONAL AND SUPPORTIVE HOUSING, SINGLE ROOM OCCUPANCY HOUSING, AGRICULTURAL EMPLOYEE HOUSING, EMERGENCY SHELTERS AND HOUSING FOR PERSONS WITH DISABILITIES TO BE CONSISTENT WITH THE 2009-2014 HOUSING ELEMENT AND STATE HOUSING LAW.

Report prepared by: Steve Goggia, Planner
Community Development Department


Signature

Reviewed by: Jackie Campbell, Director
Community Development Department


Signature

Reviewed by: Dave Durflinger, City Manager


Signature

STAFF RECOMMENDATION:

ACTION ITEM X; NON-ACTION ITEM ____

Staff recommends that the Council:

1. Approve Resolution No. 5542 as read by title only certifying that Ordinance No. 668 is intended to carry out the policies of the City's Coastal Land Use Plan consistent with the California Coastal Act and direct that the proposed Amendment, a part of Ordinance No. 668 be transmitted to the California Coastal Commission; and
2. Approve Ordinance No. 668 as read by title only (first reading).

MOTION:

I move to:

1. Approve Resolution No. 5542 as read by title only; and
2. Approve Ordinance No. 668 on first reading as read by title only.

I. BACKGROUND

On September 12, 2011 the City Council adopted Resolution No. 5334, thereby approving the City's Housing Element for the 2009-2014 planning period. The California Department of Housing and Community Development (HCD) certified the document on October 11, 2011, finding the Housing Element in compliance with state law.

The 2009-2014 Housing Element includes several Programs calling for amendments to City zoning regulations in order to comply with state housing law. Those amendments include revisions to the Municipal Code regarding density bonus, transitional and supportive housing, single room occupancy housing, agricultural employee housing, emergency shelters and housing for persons with disabilities. The proposed amendments were reviewed and recommended for approval by the Planning Commission at its July 7, 2014 hearing.

II. DISCUSSION

The attached ordinance (Exhibit 1 to Attachment A) amends Carpinteria's existing Zoning Code in the following areas:

Density Bonus Procedures (Program #7)

Pursuant to the State density bonus law (Government Code §65915 – 65918), density bonus units and other concessions or incentives must be granted when certain conditions are met by the applicant for very low, low and moderate income households as well as senior citizen housing developments. Senate Bill No. 1818, which took effect on January 1, 2005, provided revisions to the State density bonus law. Housing Element Program #7 directs the City to update the Density Bonus provisions (Chapter 14.77) to reflect SB No. 1818 requirements in the following areas:

- Density bonus units required as a function of the percentage of housing units provided for very low, low and moderate income households;
- Concessions and incentives;
- Maximum parking standards; and
- Length of affordability period.

Ordinance No. 668 includes the proposed revised text of §14.77 Density Bonus including new tables to calculate the number of density bonus units (14.77.030), two additional findings to deny requested incentives (14.77.040.c and d), a new Section on parking requirements (14.77.050) and minor changes to the text regarding the length of affordability period (14.77.070).

Special Needs Housing Program (Program #11)

Program 11 identifies four special needs housing types that require amendments to the City's Zoning Code in order to be consistent with state law: Transitional, Supportive, Single Room Occupancy and housing for Agricultural Employees.

Transitional and Supportive Housing

Senate Bill No 2, effective January 1, 2008, requires zoning to treat transitional and supportive housing as a residential use subject to only those restrictions that apply to other residential uses of the same type in the same zone. Transitional housing may be designated for a homeless individual or family transitioning to permanent housing. This housing can take several forms, including group housing or multi-family units, and may include supportive services to gain necessary life skills in support of independent living. The length of stay is predetermined with a six-month minimum.

Supportive housing is a place for permanent residence unlike temporary emergency shelters and transitional housing where services are provided to the occupants either at the residence or off-site. The types of support services that may be provided include mental health care, vocational and employment services, substance abuse treatment, child care and independent living skills training.

The residents of supportive housing are disabled or include populations such as families with children, elderly persons, young adults aging out of the foster care system, individuals exiting from institutional settings, veterans or homeless people. There is no limit on the length of stay.

Housing Element Program #11 directs the City to include a definition of transitional and supportive housing in Chapter 14.08 Definitions of the Zoning Code that would:

- Identify transitional and supportive housing as residential uses subject only to the same restrictions as other residential uses in the R-1, PRD, PUD, MHS/PUD, MHP, CPD, CB, RES, M-RP, M, M-CD, A and REC Zone Districts; and
- Indicate that transitional and supportive housing development applications will be processed in the same manner as other applications for residential uses in these zones.

An April 24, 2014 Memo from the State Department of Housing and Community Development provides definitions for these housing types and includes a definition for "target population" as the term is used in the definition of supportive housing. These proposed new definitions are presented in Ordinance No. 668.

Single Room Occupancy Housing

Housing Element Program #11 also indicates that the City will amend the Zoning Code to facilitate and encourage the development of small multi-unit residential uses where occupants share common kitchen and bathroom facilities known as Single Room Occupancy (SRO) housing units. Identified actions include:

- Providing a definition of SRO housing units in Chapter 14.08 Definitions;
- Stipulate SRO housing units as among the residential uses subject to the same restrictions as other residential uses in the Planned Residential Development (PRD) District and the Residential (R) Overlay District; and
- Establish development and management standards for SRO housing units.

The proposed amendments presented in Ordinance No. 668 would allow these facilities subject to a Conditional Use Permit in the Planned Residential Development (PRD) Zone District and within the Residential (R) Overlay District.

Agricultural Employee Housing

Housing Element Program #11 states that the City will amend the Zoning Code to be in compliance with Health and Safety Code Sections 17021.5 and 17021.6 which stipulate:

- Any employee housing providing accommodations for six or fewer employees shall be deemed a single-family structure. Employee housing shall not be included within the definition of a boardinghouse, rooming house, hotel, dormitory or other similar term;
- No Conditional Use Permit, Variance or other zoning clearance shall be required of employee housing that serves six or fewer employees that is not required of housing of the same type in the same zone;
- Any employee housing consisting of no more than 36 beds in a group quarters or 12 units or spaces designed for use by a single family or household shall be permitted by right in any zones permitting agricultural use by right. In any zone(s) where agricultural use is permitted subject to a Conditional Use Permit, such employee housing shall be subject to a Conditional Use Permit; and
- Permitted occupancy in employee housing in an agricultural zone shall include agricultural employees who may or may not work on the property where the employee housing is located.

Ordinance No. 668 includes these provisions in Chapter 14.32 Agriculture District and Chapter 14.14.12 Single-family Residential District, where agricultural uses are permitted by right in addition to adding a definition of employee housing.

Emergency Shelter Zoning Program (Program #12)

Government Code §65583(a)(4)(A) requires the City to identify a zone or zones where emergency shelters are allowed as a permitted use without a Conditional Use Permit or other discretionary permit. The proposed amendment would:

- Add a definition of emergency shelter;
- Include emergency shelter as a permitted use in the M-RP Zone;
- Clarify that no discretionary review including Conditional Use Permit or Development Plan will be required for an emergency shelter in the M-RP Zone; and
- Establish specific development standards for emergency shelters as allowed by Government Code §65583(a)(4)(A).

Emergency shelters described in this Program are for the temporary housing of homeless persons, not emergency shelters set up as part of an Emergency Action Plan following a disaster.

Government Code §65583(a)(4)(A) states that emergency shelters may only be subject to those development and management standards that apply to residential or commercial development within the same zone except that a local government may apply written, objective standards that include all of the following:

- The maximum number of beds or persons permitted to be served nightly by the facility;
- Off-street parking based upon demonstrated need, provided that the standards do not require more parking for emergency shelters than for other residential or commercial uses within the same zone;
- The size and location of exterior and interior onsite waiting and client intake areas;
- The provision of onsite management;
- The proximity to other emergency shelters, provided that emergency shelters are not required to be more than 300 feet apart;
- The length of stay;
- Night lighting; and
- Security during hours that the emergency shelter is in operation.

Technical Appendix E of the City's Housing Element identifies amendments to the Zoning Code to include emergency shelters as a permitted use in the Industrial/Research Park (M-RP) Zone District with established development standards pursuant to the identified Government Code provisions. Ordinance No. 668 includes the proposed text to implement these provisions including a maximum of 25 beds at any one emergency shelter facility. Higher occupancy facilities may be considered through a Conditional Use Permit. One vehicle and one bicycle parking space shall be provided onsite per five beds, plus one vehicle space for each employee on duty. Individual occupancy is limited to no more than six months in any 12-month period. A written management plan including provisions for staffing, management, security, lighting outdoor uses, temporary storage, site maintenance, service amenities and transportation is required, with no facility closer than 300 feet to any other emergency shelter.

Housing for Persons with Disabilities (Program #13)

Program #13 identifies Zoning Code amendments that the City will adopt to affirmatively further housing opportunities for disabled persons. The proposed amendments would:

- Revise the City's definition of "family" to refer to a housekeeping unit or household instead of distinguishing between related and unrelated persons; and
- Make clear that occupants of a licensed residential care facility serving six persons or fewer are considered to be a family for zoning purposes.

Regarding the above actions, state law prohibits the establishment of a numerical limit on the number of unrelated persons occupying a dwelling unit if those persons are living together as a single housekeeping unit. Additionally, under state law, licensed facilities serving six persons or fewer receive special land use protection. They are to be treated as single-family homes for zoning purposes. The land use protection applies to:

- Intermediate care facilities for individuals who have developmental disabilities (Health and Safety Code §1267.8);
- Residential facilities for persons with disabilities and for abused children (Health and Safety Code §1566.3 and Welfare and Institution Code §5116);
- Residential care facility for the elderly (Health and Safety Code §1569.87);
- Alcoholism and drug treatment facilities (Health and Safety Code §11834.23); and
- Residential facilities for persons with chronic life threatening illness (Health and Safety Code §1568.0831).

Health and Safety Code §1566.3 provides that no conditional use permit, zoning variance or other zoning clearance is to be required of a residential facility which serves six or fewer persons which is not required of a dwelling of the same type in the same zone. As used in this provision, a residential facility means any family home, group care facility or similar facility for 24-hour nonmedical care of persons in need of personal services, supervision or assistance essential for sustaining the activities of daily living or for the protection of the individual.

Ordinance No. 668 includes the proposed text to modify the definition of family and replace the definitions of large and small family care homes with large and small residential care facilities consistent with state housing law. In addition, within Chapter 14.62 Conditional Use Permit, the provision for "special care homes" found in Section 14.62.030.22 would be replaced with "large residential care facility". The current definition of special care home means the same as a large residential care facility as they would both be licensed by the state and serve seven or more persons. Therefore this change does not substantially change the existing Zoning Code regulations.

III. ENVIRONMENTAL REVIEW

The City Council adopted a Negative Declaration (ND) for the City's 2009-2014 Housing Element on September 12, 2011. Pursuant to §15162 of the California Environmental Quality Act, no additional environmental review is necessary for a project when there is a previously adopted EIR or ND and there have been no changes to the scope of the project, the project's potential impacts, or any project mitigation measures/project alternatives.

Specifically, §15162 states that when a ND has been adopted for a project, no subsequent environmental review shall be prepared for that project unless the lead agency determines, on the basis of substantial evidence in light of the whole record, one or more of the following:

- a. Substantial changes are proposed in the project which will require major revisions of the previous ND due to the involvement of new significant environmental effects;

- b. Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous ND due to the involvement of new significant environmental effects; or
- c. New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous ND was adopted.

The previously adopted ND evaluated the potential impacts of the Housing Element update on air quality, biological resources, water resources, utilities/public services and traffic.

The Element includes policies and programs that facilitate the development of housing affordable to all segments of the community in an environmentally responsible way, by promoting development in the existing urban area of the City in proximity to urban services, consistent with the density and land use policies of the General Plan. There were no significant impacts identified in any of the issue areas, therefore no mitigation was required.

The proposed revisions to the City's Municipal Code Title 14 (Zoning) concerning density bonus, transitional and supportive housing, single room occupancy housing, agricultural employee housing, emergency shelters and housing for persons with disabilities to be consistent with the 2009-2014 Housing Element and state housing law would not result in any significant environmental effects as noted in the ND. Therefore, it is appropriate that no additional environmental analysis be completed for this project. Applicable mitigation measures are included as part of the City's General Plan/Coastal Plan and would apply to any development proposals pursuant to these Zoning text amendments. The previously adopted ND for the 2009-2014 Housing Element is included as Attachment B.

IV. ALTERNATIVES

If the City Council chooses not to adopt the proposed Ordinance, the Council could direct staff to return with an amended Ordinance. However, these changes to the City's zoning regulations are required by state housing law, and the state will not certify our upcoming Housing Element update without them.

In the case of density bonus, transitional and supportive housing, agricultural employee housing and housing for persons with disabilities, the City has very little flexibility with the text of the amendments. However, with single room occupancy housing and emergency shelters, cities are allowed some discretion as to which zoning district(s) allow these uses and what development standards will apply.

The Planning Commission recommends the M-RP zone district as appropriate for emergency shelters given the success of the former Salvation Army Rehabilitation Center in this zone. All development standards, as allowed by Government Code §65583(a)(4)(A), have been applied to make certain that any future proposed

emergency shelters comply with the basic land use regulations concerning compatibility with neighboring uses existing in this zone district.

For single room occupancy housing, the Planning Commission has recommended this use would be allowed in the PRD and R Overlay zone districts subject to a Conditional Use Permit approval. The Planning Commission has also recommended specific development standards in order to ensure compatibility with other uses allowed in the PRD and R Overlay zones.

V. LEGAL

The proposed ordinance will amend the Zoning Chapter of Carpinteria's Municipal Code. Pursuant to the Coastal Act, the amendment will not become effective until the California Coastal Commission approves the change.

The typical process for submitting or amending a Local Coastal Program is spelled out in Sections 30510-30526 of the Public Resources Code. The proposed LCP amendments would first be presented to the Planning Commission who would then make a written recommendation to the City Council. Should the Council endorse the proposed amendments, the City Manager may then submit the amendments to the Coastal Commission pursuant to a resolution by the City Council.

Upon receipt of the LCP amendment submittal, Coastal Commission staff would then review the filing for completeness pursuant to Commission regulations. Once the submittal is deemed complete, the amendment is filed and the Commission's review period begins. During the review period, the Commission determines the type of amendment and the requisite review process. Most likely the proposed LCP amendment will require a public hearing with the Coastal Commission which is to be held within 90 days of filing of the LCP amendment. For each of the proposed amendments submitted, the Commission will vote either to deny or certify the proposed amendment(s). The Commission may also suggest modifications following a denial action. The City is allowed to submit only three LCP Amendments per calendar year; separate LCP Amendments can be combined to qualify as only one submittal.

Following approval of an amendment by the Coastal Commission, the item will return to the City Council for necessary action, which may include final adoption of the ordinance and/or acceptance of suggested modifications from the Coastal Commission. LCP amendments do not become effective until completion of the following three steps: (i) all necessary local government follow-up actions, including the acceptance of suggested modifications, are taken; (ii) the Coastal Commission's Executive Director determines that the follow-up actions are legally adequate; and (iii) the Commission concurs with the Executive Director's determination.

VI. FINANCIAL CONSIDERATIONS

Staff does not anticipate any immediate fiscal impact from adoption of the ordinance. However, implementation of the Ordinance may lead to future permit requests that will require staff time to review. Costs associated with permit processing for new development proposals must be paid by the applicant.

VII. ATTACHMENTS

Attachment A – Resolution No. 5542 with Ordinance No. 668 included as Exhibit 1
Attachment B – Negative Declaration Adopted for the 2009 - 2014 Housing Element

ATTACHMENT B

Ordinance No. 668

Local Coastal Program Amendment
Zoning Code Housing Updates

ORDINANCE NO. 668

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA,
CALIFORNIA, AMENDING TITLE 14 (ZONING) OF THE CARPINTERIA MUNICIPAL
CODE AND THE LOCAL COASTAL PROGRAM CONCERNING DENSITY BONUS,
TRANSITIONAL AND SUPPORTIVE HOUSING, SINGLE ROOM OCCUPANCY
(SRO) HOUSING, AGRICULTURAL EMPLOYEE HOUSING, EMERGENCY
SHELTERS AND HOUSING FOR PERSONS WITH DISABILITIES**

PROJECT 14-1712-ORD/LCPA

WHEREAS, the City of Carpinteria ("City") pursuant to its police powers has the authority to enact laws which promote the public health, safety and general welfare of its residents;

WHEREAS, providing housing that is accessible to people with special needs has been identified in the Housing Element of the City's current General Plan;

WHEREAS, these amendments concerning density bonus, transitional and supportive housing, single room occupancy (SRO) housing, agricultural employee housing, emergency shelters and housing for persons with disabilities will bring the City's Zoning Code into compliance with the City's adopted Housing Element and in compliance with existing State Law;

WHEREAS, Gov. Code §65915 thru 65918 and revisions pursuant to Senate Bill No. 1818 address density bonus provisions;

WHEREAS, Senate Bill No 2 addresses transitional housing, supportive housing and single room occupancy (SRO) housing;

WHEREAS, Health and Safety Code Sections 17021.5 and 17021.6 address agricultural employee housing;

WHEREAS, Government Code §65583(a)(4)(A) addresses emergency shelters;
and

WHEREAS, Health and Safety Code §1267.8, Health and Safety Code §1566.3, Welfare and Institution Code §5116, Health and Safety Code §1569.87, Health and Safety Code §11834.23 and Health and Safety Code §1568.0831 address housing for persons with disabilities.

NOW, THEREFORE, THE CITY COUNCIL HEREBY ORDAINS AS FOLLOWS:

SECTION 1. INCORPORATION OF RECITALS

The City Council finds and determines that the above recitals are incorporated herein and are each relied upon independently by the City Council for its adoption of this Ordinance.

SECTION 2. AMENDMENT OF TITLE 14 OF THE CARPINTERIA MUNICIPAL CODE

Title 14 of the Carpinteria Municipal Code shall hereby be amended and shall read as follows:

Density Bonus

The text of Chapter 14.77, Density Bonus for Affordable Housing will be replaced in its entirety by the following:

Sections:

- 14.77.010 - Purpose
- 14.77.020 - Eligibility for Bonus, Incentives or Concessions
- 14.77.030 – Protection of Coastal Resources
- 14.77.040 - Allowed Density Bonuses
- 14.77.050 - Allowed Incentives or Concessions
- 14.77.060 - Parking Requirements in Density Bonus Projects
- 14.77.070 - Bonus and Incentives for Housing with Child Care Facilities
- 14.77.080 - Continued Availability
- 14.77.090 - Location and Type of Affordable Units
- 14.77.100 - Processing of Bonus Requests
- 14.77.110 - Density Bonus Agreement
- 14.77.120 - Control of Resale
- 14.77.130 - Judicial Relief, Waiver of Standards
- 14.77.140 - Definitions

14.77.010 - Purpose

As required by Government Code §65915, this Chapter offers density bonuses and incentives or concessions for the development of housing that is affordable to the types of households and qualifying residents identified in §14.77.020 (Eligibility for Bonus, Incentives, or Concessions), below. This Chapter is intended to implement the requirements of Government Code §65915 et seq. and the Housing Element of the General Plan.

14.77.020 - Eligibility for Bonus, Incentives or Concessions

In order to be eligible for a density bonus and other incentives or concessions as provided by this Chapter, a proposed housing development shall comply with the following requirements and shall satisfy all other applicable provisions of this Zoning Code, except as provided by §14.77.050 (Allowed Incentives or Concessions).

- A. Resident requirements. A housing development proposed to qualify for a density bonus shall be designed and constructed so that it includes at least one of the following:
 - 1. Ten percent of the total number of proposed units for lower income households, as defined in Health and Safety Code §50079.5;
 - 2. Five percent of the total number of proposed units for very low income households, as defined in Health and Safety Code §50105;
 - 3. The project is a senior citizen housing development as defined in Civil Code §§51.3 and 51.12, or is a mobile home park that limits residency based on age requirements for housing older persons in compliance with Civil Code §798.76 or §799.5; or
 - 4. Ten percent of the total dwelling units in a common interest development as defined in Civil Code §1351 are for persons and families of moderate income, as defined in Health and Safety Code §50093, provided that all units in the development are offered to the public for purchase.
- B. Applicant selection of basis for bonus. For purposes of calculating the amount of the density bonus in compliance with §14.77.040 (Allowed Density Bonuses), the applicant who requests a density bonus shall elect whether the bonus shall be awarded on the basis of Subsections A.1, A.2, A.3 or A.4 (Resident requirements), above.
- C. Bonus units shall not qualify a project. A density bonus granted in compliance with §14.77.040 (Allowed Density Bonuses) shall not be included when determining the number of housing units that is equal to the percentages required by Subsection A (Resident requirements), above.
- D. Minimum project size to qualify for density bonus. The density bonus provided by this Chapter shall be available only to a housing development of five or more net new dwelling units.
- E. Condominium conversion projects. A condominium conversion project for which a density bonus is requested shall comply with the eligibility and other requirements in Government Code §65915.5.

14.77.030 - Protection of Coastal Resources

Within the Coastal Zone, any housing development approved pursuant to this Chapter to include a density bonus, incentive(s), or concession(s) shall be consistent with all otherwise applicable certified local coastal program policies and development standards. Further, the City may grant the incentive or concession to accommodate the density increase in compliance with this section only if the requested incentive or concession will not have an adverse effect on coastal resources that is inconsistent with the certified local coastal program or the Chapter 3 policies of the Coastal Act.

14.77.040 - Allowed Density Bonuses

The Review authority shall determine the amount of a density bonus allowed in a housing development in compliance with this Section. For the purposes of this Chapter, "density bonus" means a density increase over the otherwise maximum allowable residential density under the applicable General Plan/Coastal Plan designation and zone as of the date of application by the applicant to the city. For purposes of calculating base density, any area of land on a given site in the Coastal Zone that is not potentially developable due to hazards or other environmental and resource factors (including but not limited to, areas of sensitive habitat or buffers to that sensitive habitat, steep slopes, public access ways, or geologic instability) shall not be considered potentially developable lot area and shall be excluded from the base density calculations (i.e., base density shall be determined based only on the potentially developable portion of a given site.).

- A. Density bonus. A housing development that complies with the eligibility requirements in Subsections 14.77.020.A.1, A.2, A.3, or A.4 (Resident requirements) shall be entitled to density bonuses as follows, unless a lesser percentage is proposed by the applicant.
1. Bonus for units for lower income households. A housing development that is eligible for a bonus in compliance with the criteria in Subsection 14.77.020.A.1 (10 percent of units for lower income households) shall be entitled to a density bonus calculated as follows:

Percentage of Low Income Units Proposed	Percentage of Density Bonus
10	20
11	21.5
12	23
13	24.5
14	26
15	27.5

17	30.5
18	32
19	33.5
20	35

2. Bonus for units for very low income households. A housing development that is eligible for a bonus in compliance with the criteria in Subsection 14.77.020.A.2 (five percent of units for very low income households) shall be entitled to a density bonus calculated as follows:

Percentage of Very Low Income Units Proposed	Percentage of Density Bonus
5	20
6	22.5
7	25
8	27.5
9	30
10	32.5
11	35

3. Bonus for senior citizen development. A housing development that is eligible for a bonus in compliance with the criteria in Subsection 14.77.020.A.3 (senior citizen development or mobile home park) shall be entitled to a density bonus of 20 percent.
4. Bonus for moderate income units in common interest development. A housing development that is eligible for a bonus in compliance with the criteria in Subsection 14.77.020.A.4 (10 percent of units in a common interest development for persons and families of moderate income) shall be entitled to a density bonus calculated as follows:

Percentage of Moderate Income Units Proposed	Percentage of Density Bonus
10	5
11	6

Percentage of Moderate Income Units Proposed	Percentage of Density Bonus
12	7
13	8
14	9
15	10
16	11
17	12
18	13
19	14
20	15
21	16
22	17
23	18
24	19
25	20
26	21
27	22
28	23
29	24
30	25
31	26
32	27
33	28
34	29
35	30
36	31
37	32
38	33
39	34
40	35

5. Density bonus for land donation. When an applicant for a Tentative Map, Parcel Map or other residential development approval meets a resident requirement in 14.77.020 A.1 through A.4 and donates land to the city in compliance with this Subsection, the applicant shall be entitled to a density bonus for the entire development, as follows. Nothing in this Subsection shall be construed to affect the authority of the city to require a developer to donate land as a condition of development and the developer may not be entitled to a density bonus merely due to compliance with the condition.
- a. Basic bonus. The applicant shall be entitled to a 15 percent increase above the otherwise maximum allowable residential density under the applicable General Plan/Coastal Plan land use designation and zone district for the entire development, and an additional increase as follows:

Percentage of Very Low Income Units Proposed	Percentage of Density Bonus
10	15
11	16
12	17
13	18
14	19
15	20
16	21
17	22
18	23
19	24
20	25
21	26
22	27
23	28
24	29
25	30
26	31
27	32
28	33
29	34
30	35

- b. Increased bonus. The increase identified in the table above shall be in addition to any increase in density required by Subsections A.1 through A.4, up to a maximum combined mandated density increase of 35 percent if an applicant seeks both the increase required in compliance with this Subsection A.5, as well as the bonuses provided by Subsections A.1 through A.4.
- c. Eligibility for increased bonus. An applicant shall be eligible for the increased density bonus provided by this Subsection if all of the following conditions are met:
 - (1) The applicant donates and transfers the land no later than the date of approval of the Final Map, Parcel Map, or residential development application.
 - (2) The developable acreage and zoning classification of the land being transferred are sufficient to permit construction of units affordable to very low income households in an amount not less than 10 percent of the number of residential units of the proposed development.
 - (3) The transferred land is at least one acre in size, or of sufficient size to permit development of at least 40 units; has the appropriate General Plan/Coastal Plan land use designation; is appropriately zoned for development as affordable housing; and is or will be served by adequate public facilities and infrastructure. The land shall have appropriate zoning and development standards to make the development of the affordable units feasible.
 - (4) No later than the date of approval of the Final Map, Parcel Map or of the residential development, the transferred land shall have all of the permits and approvals, other than Building Permits, necessary for the development of the very low income housing units on the transferred land, except that the city may subject the proposed development to subsequent design review to the extent authorized by Government Code §65583.2(i) if the design is not reviewed by the city before the time of transfer.
 - (5) The transferred land and the affordable units shall be subject to a deed restriction ensuring continued affordability of the units consistent with §14.77.080 (Continued Availability), which shall be recorded on the property at the time of dedication.
 - (6) The land is transferred to the city or to a housing developer approved by the city. The city may require the applicant to identify and transfer the land to the approved housing developer.

- (7) The transferred land shall be within the boundary of the proposed development or, if the city agrees, within one-quarter mile of the boundary of the proposed development.
- B. Greater or lesser bonuses. The city may choose to grant a density bonus greater than provided by this Section for a development that meets the requirements of this Section, or grant a proportionately lower density bonus than required by this Section for a development that does not comply with the requirements of this Section.
- C. Density bonus calculations. The calculation of a density bonus in compliance with this Section that results in fractional units shall be rounded up to the next whole number, as required by State law. For the purpose of calculating a density bonus, the residential units do not have to be based upon individual subdivision maps or lots.
- D. Requirements for amendments or discretionary approval. The granting of a density bonus shall not be interpreted, in and of itself, to require a General Plan/Local Coastal Program Amendment, Zoning Map Amendment or other legislative and/or discretionary approval.

14.77.050 - Allowed Incentives or Concessions

- A. Applicant request and city approval.
1. An applicant for a density bonus that is in compliance with this Chapter may submit to the city a proposal for the specific incentives or concessions listed in Subsection C (Type of incentives), below, that the applicant requests in compliance with this Section. The applicant may file a request either before filing an application for city approval of a proposed project or concurrently with an application for project approval. The review authority shall grant an incentive or concession request that complies with this Section unless the review authority makes any of the following findings in writing, based upon substantial evidence:
 - a. The incentive or concession is not required to provide for affordable housing costs, as defined in Health and Safety Code §50052.5, or for rents for the targeted units to be set as specified in §14.77.080.B (Unit cost requirements); or
 - b. The incentive or concession would have a specific adverse impact, as defined in Government Code §65589.5(d)(2), upon public health and safety or the physical environment, or on any real property listed in the California Register of Historical Resources and there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact

without rendering the development unaffordable to low and moderate income households.

- c. The incentive or concession would be contrary to state or federal law.
 - d. The incentive or concession would be inconsistent with or violate the California Coastal Act and those policies and regulations of the city's Local Coastal Program established to protect coastal resources.
- B. Number of incentives. The applicant shall receive the following number of incentives or concessions.
1. One incentive or concession. One incentive or concession for a project that includes at least 10 percent of the total units for lower income households, at least five percent for very low income households or at least 10 percent for persons and families of moderate income in a common interest development.
 2. Two incentives or concessions. Two incentives or concessions for a project that includes at least 20 percent of the total units for lower income households, at least 10 percent for very low income households or at least 20 percent for persons and families of moderate income in a common interest development.
 3. Three incentives or concessions. Three incentives or concessions for a project that includes at least 30 percent of the total units for lower income households, at least 15 percent for very low income households or at least 30 percent for persons and families of moderate income in a common interest development.
- C. Type of incentives. For the purposes of this Chapter, concession or incentive means any of the following:
1. A reduction in the site development standards of this Zoning Code (e.g., site coverage limitations, setbacks, reduced lot sizes, and/or parking requirements [see also §14.77.060 Parking Requirements in Density Bonus Projects]), or a modification of architectural design requirements that exceed the minimum building standards approved by the California Building Standards Commission in compliance with Health and Safety Code §18901 et seq., that would otherwise be required, that results in identifiable, financially sufficient and actual cost reductions;
 2. Approval of mixed-use land uses not otherwise allowed by this Zoning Code in conjunction with the housing development, if nonresidential land uses will reduce the cost of the housing development and the nonresidential land uses are compatible with the housing project and the existing or planned development in the area where the project will be located;

3. Other regulatory incentives proposed by the applicant or the city that will result in identifiable, financially sufficient and actual cost reductions; and/or
 4. A direct financial contribution granted by the Council in its sole and absolute discretion, including writing-down land costs, subsidizing the cost of construction or participating in the cost of infrastructure.
- D. Effect of incentive or concession. The granting of a concession or incentive shall not be interpreted, in and of itself, to require a General Plan/Local Coastal Program Amendment, Zoning Map Amendment or other legislative and/or discretionary approval.

14.77.060 - Parking Requirements in Density Bonus Projects

- A. Applicability. This Section applies to a development that meets the requirements of §14.77.020 (Eligibility for Density Bonus, Incentives and Concessions), above, but only at the request of the applicant. An applicant may request additional parking incentives or concessions beyond those provided in this Section in compliance with §14.77.050 (Allowed Concessions and Incentives), above.
- B. Number of parking spaces required.
1. At the request of the applicant, the city shall require the following vehicular parking ratios for a project that complies with the requirements of §14.77.020 (Eligibility for Density Bonus, Incentives and Concessions), above, inclusive of handicapped and guest parking.
 - a. Zero to one bedroom: One onsite parking space.
 - b. Two to three bedrooms: Two onsite parking spaces.
 - c. Four or more bedrooms: Two and one-half onsite parking spaces.
 2. If the total number of parking spaces required for a development is other than a whole number, the number shall be rounded up to the next whole number.
- C. Location of parking. For purposes of this Section, a development may provide onsite parking through tandem parking or uncovered parking, but not through on-street parking.

14.77.070 - Bonus and Incentives for Housing with Child Care Facilities

A housing development that complies with the resident and project size requirements of §14.77.020 (Eligibility for Bonus, Incentives or Concessions) and also includes as part of that development a child care facility other than a large or small family day care home that will be located on the site or adjacent to the development, shall be subject to the following additional bonus, incentives and requirements.

- A. Additional bonus and incentives. The city shall grant a housing development that includes a child care facility in compliance with this Section either of the following:
1. An additional density bonus that is an amount of floor area in square feet of residential space that is equal to or greater than the floor area of the child care facility; or
 2. An additional incentive that contributes significantly to the economic feasibility of the construction of the child care facility.
- B. Requirements to qualify for additional bonus and incentives.
1. The city shall require, as a condition of approving the housing development, that:
 - a. The child care facility shall remain in operation for a period of time that is as long as or longer than the period of time during which the density bonus units are required to remain affordable in compliance with §14.77.080 (Continued Availability), below; and
 - b. Of the children who attend the child care facility, the number of children of very low income households, lower income households or moderate income households shall be equal to or greater than the percentage of dwelling units required for very low income households, lower income households or moderate income households in compliance with Subsection 14.77.020.A (Resident requirements), above.
 2. The city shall not be required to provide a density bonus for a child care facility in compliance with this Section if it finds, based upon substantial evidence, that the community has adequate child care facilities.

14.77.080 - Continued Availability

The units that qualified the housing development for a density bonus and other incentives and concessions shall continue to be available as affordable units in compliance with the following requirements, as required by Government Code §65915(c). See also §14.77.120 (Control of Resale).

- A. Duration of affordability. The applicant shall agree to, and the city shall ensure, the continued availability of the units that qualified the housing development for a density bonus and other incentives and concessions, as follows:
1. Low and very low income units. The continued affordability of all low and very low income qualifying units shall be maintained for at least 30 years. The time limit can be longer if otherwise required, for example, by the construction or

mortgage financing assistance program, mortgage insurance program, rental subsidy program or by city policy or ordinance.

2. Moderate income units in common interest development. The continued availability of moderate income units in a common interest development shall be maintained for at least 10 years. The time limit can be longer if otherwise required by city policy or ordinance.
- B. Unit cost requirements. The rents and owner-occupied costs charged for the housing units in the development that qualify the project for a density bonus and other incentives and concessions shall not exceed the following amounts during the period of continued availability required by this Section:
1. Lower income units. Rents for the lower income density bonus units shall be set at an affordable rent as defined in Health and Safety Code §50053; and
 2. Owner-occupied units. Owner-occupied units shall be available at an affordable housing cost as defined in Health and Safety Code §50052.5.
- C. Occupancy and resale of moderate income common interest development units. An applicant shall agree to and the city shall ensure that the initial occupants of moderate income units that are directly related to the receipt of the density bonus in a common interest development as defined in Civil Code §1351 are persons and families of moderate income as defined in Health and Safety Code §50093, and that the units are offered at an affordable housing cost as defined in Health and Safety Code §50052.5. The city shall enforce an equity sharing agreement unless it is in conflict with the requirements of another public funding source or law. The following requirements apply to equity sharing agreements:
1. Upon resale, the seller of the unit shall retain the value of any improvements, the down payment and the seller's proportionate share of appreciation.
 2. The city shall recapture any initial subsidy and its proportionate share of appreciation, which shall then be used within three years for any of the purposes described in Health and Safety Code §33334.2(e) that promote home ownership. For the purposes of this Section:
 - a. The city's initial subsidy shall be equal to the fair market value of the residence at the time of initial sale, minus the initial sale price to the moderate income household, plus the amount of any down payment assistance or mortgage assistance. If upon resale the market value is lower than the initial market value, then the value at the time of the resale shall be used as the initial market value; and
 - b. The city's proportionate share of appreciation shall be equal to the ratio of the

initial subsidy to the fair market value of the residence at the time of initial sale.

14.77.090 - Location and Type of Affordable Units

- A. Location/dispersal of units. As required by the review authority in compliance with §14.77.100 (Processing of Bonus Requests), affordable units shall be reasonably dispersed throughout the project where feasible, shall contain on average the same number of bedrooms as the non-affordable units in the project and shall be compatible with the design or use of remaining units in terms of appearance, materials and finished quality.
- B. Phasing. If a project is to be built in phases, the density bonus units shall be phased in the same proportion as the non-density bonus units or phased in another sequence acceptable to the city.

14.77.100 - Processing of Bonus Requests

Permit requirement. A request for a density bonus and other incentives and concessions shall be evaluated and decided through Development Plan review in compliance with §14.68.030 (Development Plan Processing).

14.77.110 - Density Bonus Agreement

- A. Agreement required. An applicant requesting a density bonus shall agree to enter into a density bonus agreement (referred to as the "agreement") with the city in the city's standard form of agreement.
- B. Agreement provisions.
 - 1. Project information. The agreement shall include at a minimum, the following information about the project:
 - a. The total number of units approved for the housing development, including the number of affordable dwelling units;
 - b. A description of the household income group to be accommodated by the housing development and the standards and methodology for determining the corresponding affordable rent or affordable sales price and housing cost consistent with HUD Guidelines;
 - c. The marketing plan for the affordable units;
 - d. The location, unit sizes (square feet) and number of bedrooms of the affordable dwelling units;

- e. Tenure of the use restrictions for affordable dwelling units of the time periods required by §14.77.080 (Continued Availability);
 - f. A schedule for completion and occupancy of the affordable dwelling units;
 - g. A description of the additional incentives and concessions being provided by the city;
 - h. A description of the remedies for breach of the agreement by the owners, developers and/or successors in interest of the project; and
 - i. Other provisions to ensure successful implementation and compliance with this Chapter.
2. Minimum requirements. The agreement shall provide, at minimum, that:
- a. The developer shall give the city the continuing right of first refusal to lease or purchase any or all of the affordable dwelling units at the appraised value;
 - b. The deeds to the affordable dwelling units shall contain a covenant stating that the developer or successors in interest shall not assign, lease, rent, sell, sublet or otherwise transfer any interests for affordable units without the written approval of the city;
 - c. When providing the written approval, the city shall confirm that the price (rent or sale) of the affordable dwelling unit is consistent with the limits established by HUD;
 - d. The city shall have the authority to enter into other agreements with the developer or purchasers of the affordable dwelling units to ensure that the required dwelling units are continuously occupied by eligible households;
 - e. Applicable deed restrictions, in a form satisfactory to the City Attorney, shall contain provisions for the enforcement of owner or developer compliance. Any default or failure to comply may result in foreclosure, demand for specific performance, withdrawal of the Certificate of Occupancy or other action;
 - f. In any action taken to enforce compliance with the deed restrictions, the City Attorney shall, if compliance is ordered by a court of competent jurisdiction, take all action that may be allowed by law to recover all of the city's costs of action including legal services; and

- g. Compliance with the agreement will be monitored and enforced in compliance with the measures included in the agreement.
 - 3. For-sale housing conditions. In the case of a for-sale housing development, the agreement shall provide for the following conditions governing the initial sale and use of affordable dwelling units during the applicable restriction period:
 - a. Affordable dwelling units shall be owner occupied by eligible households or by qualified residents in the case of senior housing; and
 - b. The initial purchaser of each affordable dwelling unit shall execute an instrument or agreement approved by the city which:
 - (1) Restricts the sale of the unit in compliance with this Chapter, or other applicable city policy or ordinance, during the applicable use restriction period;
 - (2) Contains provisions as the city may require to ensure continued compliance with this Chapter and State law; and
 - (3) Shall be recorded against the lot containing the affordable dwelling unit.
 - 4. Rental housing conditions. In the case of a rental housing development, the agreement shall provide for the following conditions governing the use of affordable dwelling units during the applicable restriction period:
 - a. The rules and procedures for qualifying tenants, establishing affordable rent, filling vacancies and maintaining the affordable dwelling units for qualified tenants;
 - b. Provisions requiring owners to annually verify tenant incomes and maintain books and records to demonstrate compliance with this Chapter;
 - c. Provisions requiring owners to submit an annual report to the city, which includes the name, address and income of each person occupying the affordable dwelling unit and which identifies the bedroom size and monthly rent or cost of each unit; and
 - d. The applicable use restriction period shall comply with the time limits for continued availability in §14.77.080 (Continued Availability), above.

C. Execution of agreement.

1. Following approval of the agreement and execution of the agreement by all parties, the city shall record the completed agreement on the lots designated for the construction of affordable dwelling units at the County Recorder's Office.
2. The approval and recordation shall take place at the same time as the Final Map or, where a map is not being processed, before issuance of Building Permits for the affordable dwelling units.
3. The agreement shall be binding on all future owners, developers and/or successors in interest.

14.77.120 - Control of Resale

In order to maintain the availability of for-sale affordable housing units constructed in compliance with this Chapter, the following resale conditions shall apply.

- A. Limits on resale price. The maximum price received by the seller of an affordable unit shall be limited to the purchase price plus an increase based on the Consumer Price Index for all Urban Consumers (CPI-U) published by the Bureau of Labor Statistics, U.S. Department of Labor, for the Santa Barbara, California area, an amount consistent with the increase in the median income since the date of purchase or the fair market value, whichever is less. Before offering an affordable housing unit for sale, the seller shall provide written notice to the city of the intent to sell. The notice shall be provided by certified mail to the Director.
- B. Units to be offered to the city. Home ownership affordable units constructed, offered for sale or sold under the requirements of this Section shall be offered to the city or its assignee for a period of at least 90 days from the date the notice of intent to sell is delivered to the city by the first purchaser or subsequent purchasers. Home ownership affordable units shall be sold and resold from the date of the original sale only to households determined to be eligible for affordable units by the city in compliance with this Section. The seller shall not levy or charge any additional fees nor shall any "finder's fee" or other monetary consideration be allowed other than customary real estate commissions and closing costs.
- C. Declaration of restrictions. The owners of any affordable unit shall attach and legally reference in the grant deed conveying title of the affordable ownership unit a declaration of restrictions provided by the city, stating the restrictions imposed in compliance with this Section. The grant deed shall afford the grantor and the city the right to enforce the declaration of restrictions. The declaration of restrictions shall include all applicable resale controls, occupancy restrictions and prohibitions required by this Section.
- D. City to monitor resale of units. The city shall monitor the resale of ownership affordable units. The city or its designee shall have a 90-day option to commence purchase of ownership affordable units after the owner gives notification of intent to

sell. Any abuse in the resale provisions shall be referred to the city for appropriate action.

14.77.130 - Judicial Relief, Waiver of Standards

- A. Judicial relief. As provided by Government Code §65915(d)(3), the applicant may initiate judicial proceedings if the city refuses to grant a requested density bonus, incentive or concession.
- B. Waiver of standards preventing the use of bonuses, incentives or concessions.
 - 1. As required by Government Code §65915(e), the city will not apply a development standard that will have the effect of precluding the construction of a development meeting the criteria of Subsection 14.77.020.A. (Resident requirements), above, at the densities or with the concessions or incentives allowed by this Chapter.
 - 2. An applicant may submit to the city a proposal for the waiver or reduction of development and zoning standards that would otherwise inhibit the utilization of a density bonus on a specific site, including minimum lot size, setbacks and placement of infrastructure improvements.
 - 3. The applicant shall show that the waiver or modification is necessary to make the housing units economically feasible.
- C. City exemption. Notwithstanding the provisions of Subsections A and B, above, nothing in this Section shall be interpreted to require the city to:
 - 1. Grant a density bonus, incentive, concession or waive or reduce development standards, if the bonus, incentive, concession, waiver or reduction would have an adverse impact, as defined in Government Code §65589.5(d)(2), upon health, safety or the physical environment, and for which there is no feasible method to satisfactorily mitigate or avoid the adverse impact; or
 - 2. Grant a density bonus, incentive, concession or waive or reduce development standards, if the bonus, incentive, concession, waiver or reduction would have an adverse impact on any real property that is listed in the California Register of Historical Resources; or
 - 3. Grant a density bonus, incentive, concession or waive or reduce development standards, if the bonus, incentive, concession, waiver or reduction would be inconsistent with the Coastal Act or the City's certified Local Coastal Program. Rather, the city may only grant a density bonus, incentive, concession or waive

or reduce development standards, if the bonus, incentive, concession, waiver or reduction is consistent with the Coastal Act and the City's certified Local Coastal Program.

14.77.140 - Definitions

Whenever the following terms are used in this Chapter, they shall have the meaning established in this section:

1. "Affordable housing policies and procedures" means policies and procedures for the implementation of the city's affordable housing ordinances and programs, as adopted by the city and amended from time to time.
2. "Affordable unit(s)" means those residential units that must be offered to eligible purchasers at a city-approved affordable sale price or rental rate according to the requirements of this chapter.
3. "Child care facility" means a child care facility other than a family day care home, including but not limited to infant centers, pre-schools, attached day care facilities and school age child care centers.
4. "Common interest development" means a type of housing, composed of individually owned units, such as condominiums, townhouses, or single-family homes, that share ownership of common areas, such as swimming pools, landscaping and parking. Common interest developments are managed by homeowners' associations.
5. "Density bonus unit(s)" means those residential units granted pursuant to the provisions of this chapter, which exceed the otherwise allowable maximum residential density for the development site. All density bonus calculations resulting in fractional units shall be rounded up to the next whole number. The density bonus units shall not be included when determining the number of housing units allowed under the maximum residential density for the development site.
6. "Development standard" means any ordinance, general plan element, specific plan, or other local law, policy, resolution or regulation.
7. "Housing cost" means the sum of actual or projected monthly payments for all of the following costs and expenses associated with for-sale bonus density units: principal and interest on a mortgage loan, including any loan insurance fees, property taxes and assessments, fire and casualty insurance, property maintenance and repairs, homeowner association fees and a reasonable allowance for utilities.

8. "Housing development" means construction projects consisting of five or more residential units, including single-family, multifamily and mobile homes for sale or rent. It shall also include either a project to substantially rehabilitate and convert an existing commercial building to residential use or the substantial rehabilitation of an existing multifamily dwelling as defined in subsection (d) of Government Code Section 65863.4, where the result of the rehabilitation would be a net increase in available residential units.

9. "Low income household" means a household whose income does not exceed the lower income limits applicable to Santa Barbara County, as published and periodically updated by the State Department of Housing and Community Development pursuant to Section 50079.5 of the California Health and Safety Code.

10. "Moderate income household" means a household whose income does not exceed the moderate income limits applicable to Santa Barbara County, as published and periodically updated by the State Department of Housing and Community Development pursuant to Section 50093 of the California Health and Safety Code.

11. "Qualifying resident" means a senior citizen or other person(s) eligible to reside in senior citizen housing.

12. "Very-low income household" means a household whose income does not exceed the very-low income limits applicable to Santa Barbara County, as published and periodically updated by the State Department of Housing and Community Development pursuant to Section 50105 of the California Health and Safety Code.

Transitional and Supportive Housing

Chapter 14.08 Definitions will be amended to add the following three new Sections:

14.08.607 Supportive housing.

"Supportive housing" means housing with no limit on length of stay, that is occupied by the target population and linked to an onsite or offsite service that assists the supportive housing resident in retaining the housing, improving his or her health status and maximizing his or her ability to live, and when possible, work in the community. Supportive housing is a residential use subject only to the same regulations and procedures that apply to other residential uses of the same type in the same zone.

14.08.612 Target population.

"Target population" means persons with low incomes who have one or more disabilities, including mental illness, HIV or AIDS, substance abuse or other chronic health

condition, or individuals eligible for services provided pursuant to the Lanterman Developmental Disabilities Services Act (Division 4.5 [commencing with Section 4500] of the Welfare and Institutions Code) and may include, among other populations, adults, emancipated minors, families with children, elderly persons, young adults aging out of the foster care system, individuals exiting from institutional settings, veterans and homeless people.

14.08.622 Transitional housing.

"Transitional housing" means buildings configured as rental housing developments that require the termination of assistance and recirculating of the assisted unit to another eligible program recipient at a predetermined future point in time that shall be no less than six months from the beginning of the assistance. Transitional housing is a residential use subject only to the same regulations and procedures that apply to other residential uses of the same type in the same zone.

Single Room Occupancy Housing

Chapter 14.08 Definitions will be amended to add the following new Section:

14.08.562 Single room occupancy (SRO).

"Single Room Occupancy (SRO)" means a multi-unit residential development where occupants may share common kitchen and bathroom facilities.

Chapter 14.14 Planned Residential Development District, Section 14.14.040 Uses permitted subject to conditional use permit will be amended to read as follows:

14.14.040 Uses permitted subject to conditional use permit.

Permitted uses subject to conditional use permit in the PRD district are as follows:

1. Single Room Occupancy (SRO) housing subject to Section 14.62.090 of this code;
2. As provided in Chapter 14.62.

Chapter 14.49 Residential Overlay District will be amended to add Section 14.49.070 to read as follows:

14.49.070 Uses permitted subject to conditional use permit.

Notwithstanding any other provision of this code, Single Room Occupancy (SRO) housing units subject to Section 14.62.090.

Chapter 14.62 Conditional Use Permit will be amended to add Section 14.62.090 to read as follows:

14.62.090 Development standards for single room occupancy (SRO) housing units.

A. A SRO unit shall have a minimum size of 150 square feet and a maximum size of 400 square feet.

B. Occupancy shall be limited to a maximum of two persons per unit.

C. A SRO unit is not required to but may contain partial or full bathroom facilities. A partial bathroom facility shall have at least a toilet and sink; a full facility shall have a toilet, sink and bathtub, shower or bathtub/shower combination. If a full bathroom facility is not provided, common bathroom facilities shall be provided in accordance with the California Building Code for congregate residences with at least one full bathroom per floor.

D. A SRO unit is not required to but may contain partial or full kitchen facilities. A full kitchen includes a sink, a refrigerator and a stove, range top or oven. A partial kitchen is missing at least one of these appliances. If a full kitchen is not provided, common kitchen facilities shall be provided with at least one full kitchen per floor.

E. Each SRO unit shall be provided with one closet per person, telephone hookups and cable or satellite TV hookups.

F. If laundry facilities are not provided in each unit, common laundry facilities shall be provided, with one washer and one dryer on the premises for every 10 units.

G. Elevators shall be required for SRO buildings of two or more stories.

H. Onsite management shall be provided at all times.

I. Off-street parking shall be provided at the rate of 0.5 space per unit, plus one space for each employee on duty.

J. Tenancy of SRO units shall be limited to 30 or more days.

Housing for Agricultural Employees

Chapter 14.08 Definitions will be amended to add the following new section:

14.08.222 Employee housing.

“Employee housing” has the same meaning as that term is defined in Section 17008 of the Health and Safety Code.

Chapter 14.32 Agriculture District, Section 14.32.030 Uses Permitted and Section 14.32.040 Uses permitted Subject to Conditional Use Permit will be amended to read as follows:

14.32.030 Uses permitted.

Uses permitted in the A district are as follows:

1. All types of agriculture and farming except a poultry ranch, dairy, hog ranch, animal feed yard, or animal sales yard, subject to the limitations hereinafter provided in this district;
2. Noncommercial raising of animals not to exceed one horse, mule, or cow; or three (3) goats, hogs, or other livestock not specifically enumerated in this chapter, shall be permitted for each twenty thousand (20,000) square feet of area of the parcel of land upon which the same are kept, except that no more than three (3) hogs shall be kept on any parcel;
3. One single-family dwelling unit per legal parcel. For purposes of this section, any employee housing providing accommodations for six or fewer employees shall be deemed a single-family structure pursuant to Section 17021.5 of the Health and Safety Code;
4. Employee housing consisting of no more than 36 beds in a group quarters or 12 units or spaces designed for use by a single-family or household, in conformance with Health and Safety Code Section 17021.6. Additional dwellings for employees of the owner or lessee of the land must be for employees engaged in agriculture, shall be clustered to the maximum extent feasible and the applicant shall provide the city with adequate verification of the need for such additional dwellings.

14.32.040 Uses permitted subject to conditional use permit.

Uses permitted in the A district subject to the conditional use permit are as follows:

1. Animal hospital when located upon a parcel containing at least five (5) acres;
2. Sale of agricultural products produced on the premises provided that such sale is conducted either within an existing agricultural building or from a separate stand not exceeding two hundred (200) square feet and located no closer than twenty (20) feet, nor more than eighty (80) feet, from of the right-of-way of any street;

3. Greenhouses, hothouses, other plant protection structures, or related development, i.e., packing sheds, parking, driveways, etc.;
4. Commercial raising of animals, boarding of animals, commercial riding stables, and animal husbandry services;
5. Kennels;
6. Family care homes, large, as defined in Chapter 14.08;
7. Uses, buildings and structures accessory and customarily incidental to the above uses.

Chapter 14.12 R-1 Single-Family Residential District, Section 14.12.030 Uses permitted by right will be amended to read as follows:

14.12.030 Uses permitted by right.

Uses permitted by right in the R-1 district are as follows:

1. One single-family dwelling per legal parcel;
2. Uses, buildings and structures customarily incidental to single-family dwellings, for exclusive use of the residents of the site, and not involving the maintenance of a commercial enterprise on the premises;
3. Home occupations subject to the provisions of Section 14.50.030;
4. Golf courses and country clubs operated in connection with the single-family residential development, but not including commercial driving tees, ranges, putting courses, or miniature golf courses;
5. Orchards, truck and flower gardens, and the raising of field crops; provided there is no sale on the property of the products produced;
6. Nurseries and greenhouses used only for the propagation and cultivation of plants, provided no advertising sign, commercial display room, or stand is maintained in connection therewith, and provided further that the aggregate square feet of floor area or ground area of all such building shall not exceed three hundred (300) square feet;
7. The keeping of animals and poultry as provided in Sections 6.04.390 and 6.04.420;
8. Public parks, playgrounds, and community centers;
9. Child day care use; provided such use does not detrimentally change the residential appearance of the property or neighborhood;

10. Small residential care facility, as defined in Chapter 14.08.
11. Agricultural employee housing consistent with Sections 17021.5 and 17021.6 of the Health and Safety Code.

Emergency Shelters

Chapter 14.26 (M-RP) Industrial/Research Park District will be amended to add the following new Section:

14.26.025 Uses permitted by right.

Notwithstanding any other provision of this code, emergency shelters are permitted by right in the M-RP District subject to the following standards.

1. Permitting. No discretionary review including Conditional Use Permit or Development Plan will be required for an emergency shelter in the M-RP Zone. Applications for emergency shelters shall be submitted to the Community Development Department. If the application meets all applicable standards and any other state or local requirement, the application shall be reviewed ministerially by the Planning Commission.
2. Standards. Emergency shelters shall only be subject to those development and management standards that apply to residential or commercial use within the M-RP Zone District and the following standards.
 - a. Maximum Occupancy. A maximum of 25 occupants/clients shall be permitted at each facility. Occupants shall be counted as persons served by overnight accommodations in a 24-hour period. Higher occupancy facilities may be considered through a Conditional Use Permit.
 - b. Vehicle and Bicycle Parking. One vehicle parking space shall be provided onsite per five beds, plus one space for each employee on duty. One bicycle parking space shall be provided onsite per five beds. Bicycle parking shall be secure, located near a common building entrance and well-lit.
 - c. Waiting intake area. A client lobby or intake room shall be provided near the entrance of the facility. The area shall provide seats or beds and be large enough to accommodate regular occupancy.

d. Support services and amenities. The facility may provide amenities such as: commercial kitchen, recreation room, support services, laundry services and storage areas.

e. Length of stay. Individual occupancy in a facility shall be limited to no more than six months in any 12-month period.

f. Management and Security. A written management plan shall be submitted to the city prior to occupancy of the facility. The management plan shall include provisions for staffing, management, security, outdoor uses, temporary storage, site maintenance, service amenities and transportation.

g. Lighting. The facility shall include appropriate lighting for security and safety. Such lighting shall be installed prior to occupancy.

h. Proximity. The facility shall be located no closer than 300 feet to any other emergency shelter, as measured property boundary to property boundary.

Housing for Persons with Disabilities

Chapter 14.08 Definitions, Section 14.08.235 will be amended to read as follows:

14.08.235 Family.

"Family" means one or more persons living together as a single nonprofit housekeeping unit and sharing common living, sleeping, cooking and eating facilities. Members of a family need not be related but are distinguished from a group occupying a boarding or lodging house, hotel, club or similar dwelling for group uses.

Chapter 14.08 Definitions, Sections 14.08.240 and 14.08.245 shall be replaced in their entirety by new sections 14.08.540 and 14.08.541, and existing Section 14.08.540 shall be renumbered to Section 14.08.537, to read as follows:

14.08.537 Recreational vehicle park.

"Recreational vehicle park" means any area or tract of land, where one or more lots are rented or leased or offered for rent or lease to owners or users of recreational vehicles or tents and which is occupied for temporary purposes.

14.08.540 Residential care facility – Large.

“Large residential care facility” means a state-licensed residential facility providing non-medical care to seven or more persons in need of personal services, supervision or assistance essential for sustaining the activities of daily living or for the protection of the individual.

14.08.541 Residential care facility – Small.

“Small residential care facility” means a state-licensed residential facility providing non-medical care to six or fewer persons in need of personal services, supervision or assistance essential for sustaining the activities of daily living or for the protection of the individual. For purposes of this Code, the residents and operators of a small licensed residential care facility shall be considered to be a family.

Chapter 14.62 Conditional Use Permit, Section 14.62.030 will be amended to read as follows:

14.62.030 Conditional uses.

In addition to the conditionally permitted uses listed in specific zoning districts, the following uses may be permitted in any district in which they are not otherwise permitted, subject to the granting of a conditional use permit as set forth in this chapter:

1. Airport;
2. Animals, use of property for animals different in kind or greater in number than otherwise permitted in this title;
3. Artist's studio;
4. Cemetery;
5. Church;
6. Club;
7. Educational facilities, including nursery schools and day nurseries, colleges, and schools;
8. Electrical substations;
9. Charitable institutions for the care of human beings (except when human beings are housed under restraint);
10. Fairgrounds;
11. Fences and walls of six feet or more in height;
12. Golf courses and driving ranges;
13. Hospitals, sanitariums, convalescent homes, rest homes, subject to the additional requirements of this chapter;
14. Library;
15. Master television antenna system;

16. Monastery;
17. Museum;
18. Pipelines pursuant to the provisions of Section 14.50.010(11), (12), and (13);
19. Buildings, structures, and uses of a public works, public service or public utility nature, excluding the permitted uses of the public utility zoning district;
20. Sea walls, revetments, and groins, subject to the provisions of Section 14.50.010(4);
21. Riding arena;
22. Large residential care facility;
23. Stable, commercial;
24. Transmission lines, high voltage;
25. Uses, buildings and structures accessory and customarily incidental to the above uses;
26. Any other use, building, or structure which in the opinion of the planning commission is compatible with the zoning district, is of similar or lighter intensity of use, and is not injurious to the health, safety or welfare of the neighborhood because of noise, odor, dust, smoke, vibration, danger to life and property or other similar causes.

SECTION 3. EFFECTIVE DATE

Within six months following certification as an amendment to the City's Local Coastal Program by the California Coastal Commission, the City Council shall accept such certification by resolution and adopt said Ordinance upon a second reading. Evidence of the local government's acknowledgement and acceptance of the California Coastal Commission's certification of the LCP Amendment by resolution shall be submitted to the Executive Director of the California Coastal Commission. The Executive Director of the California Coastal Commission shall determine in writing that the local government's action and the notification procedures are legally adequate to satisfy the requirements set forth in the Commission's certification order. The Executive Director of the Coastal Commission shall report the determination to the Commission at its next regularly scheduled public meeting and the Commission does not object to the Executive Director's determination. Notice of the Commission's certification of the LCP Amendment shall be filed with the Secretary of the California Natural Resources Agency for posting and inspection as provided in Public Resources Code Section 21080.5(d)(2)(E).

This Ordinance shall be in full force and effect upon the later of: (a) thirty (30) days following the second reading by the City Council; or (b) immediately following notice of the certification being filed with the Secretary of the Resources Agency for posting and inspection as provided in Public Resources Code §21080.5(d)(2)(E). Before the expiration of fifteen (15) days following passage, this Ordinance shall be published once with the names of the members of the City Council voting for and against the same in the Coastal View News, a newspaper of general circulation, published in the City of

Carpinteria.

SECTION 4: SEVERABILITY.

If any section, subsection, sentence, clause, phrase or word of this Ordinance is for any reason held to be invalid by a court of competent jurisdiction, such decisions shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed and adopted this Ordinance, and each and all provisions hereof, irrespective of the fact that one or more provisions may be declared invalid.

SECTION 5: CEQA ENVIRONMENTAL REVIEW.

The City Council accepts the Negative Declaration (ND) prepared for the City's 2009-2014 Housing Element as adequate environmental review for Project No. 14-1712-ORD/LCPA pursuant to §15162 of the California Environmental Quality Act, no additional environmental review is necessary for a project when there is a previously adopted EIR or ND and there have been no changes to the scope of the project, the project's potential impacts, or any project mitigation measures/project alternatives.

PASSED, APPROVED AND ADOPTED on this 27th day of June, 2016, by the following vote:

AYES: COUNCILMEMBER(S):

NOES: COUNCILMEMBER(S):

ABSENT: COUNCILMEMBER(S):

ABSTAIN: COUNCILMEMBER(S):

Mayor, City of Carpinteria

ATTEST:

City Clerk, City of Carpinteria

I hereby certify that the foregoing Ordinance was duly and regularly introduced and adopted at a regular meeting of the City Council of the City of Carpinteria held on June 27, 2016.

City Clerk, City of Carpinteria

APPROVED AS TO FORM:

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

ATTACHMENT C

Resolution No. 5676 with Exhibits

Acknowledgement of Receipt and Acceptance of
California Coastal Commission Action on LCP Amendment
LCP-4-CPN-14-0832-1 Part B with suggested modifications

RESOLUTION NO. 5676

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA, ACKNOWLEDGING RECEIPT AND ACCEPTANCE OF THE CALIFORNIA COASTAL COMMISSION'S APPROVAL OF LOCAL COASTAL PROGRAM AMENDMENT LCP-4-CPN-14-0832-1 PART B WITH SUGGESTED MODIFICATIONS, THUS APPROVING LOCAL COASTAL PROGRAM AMENDMENT PROJECT 14-1712-ORD/LCPA AMENDING TITLE 14 (ZONING) OF THE CARPINTERIA MUNICIPAL CODE CONCERNING DENSITY BONUS, TRANSITIONAL AND SUPPORTIVE HOUSING, SINGLE ROOM OCCUPANCY (SRO) HOUSING, AGRICULTURAL EMPLOYEE HOUSING, EMERGENCY SHELTERS AND HOUSING FOR PERSONS WITH DISABILITIES

WHEREAS, the Carpinteria City Council has considered an application for a Local Coastal Program Amendment to amend Title 14 (Zoning) of the Carpinteria Municipal Code concerning density bonus, transitional and supportive housing, single room occupancy housing, agricultural employee housing, emergency shelters and housing for persons with disabilities to be consistent with the City's Housing Element and state housing law; and

WHEREAS, the City reviewed the environmental impacts of the project in accord with the California Environmental Quality Act (Public Resources Code §§ 21000, et seq., "CEQA"), the regulations promulgated thereunder (14 Cal. Code of Regulations §§ 15000, et seq., the "CEQA Guidelines"); and

WHEREAS, pursuant to the California Environmental Quality Act, the California Code of Regulations, and the City of Carpinteria's Environmental Review Guidelines as applicable, the City determined that pursuant to §15162 of the California Environmental Quality Act, no additional environmental review is necessary for the Amendment as the City Council approved a Negative Declaration for the City's 2009-2014 Housing Element that considered these Amendments and there have been no changes to the scope of the project, the project's potential impacts, or any project mitigation measures/project alternatives; and

WHEREAS, at a duly noticed public hearing on July 7, 2014, the Planning Commission considered project 14-1712-ORD/LCPA and forwarded its recommendation to support the Local Coastal Program Amendment to the City Council; and

WHEREAS, on July 28, 2014, after considering the Planning Commission's recommendation, receiving public comment, due consideration, and discussion among the Council and staff, approved Ordinance No. 668 on first reading and

directed the City Manager to submit the LCPA to the California Coastal Commission for certification; and

WHEREAS, the California Coastal Commission determined the City's submittal to be complete on February 10, 2015; and

WHEREAS, on April 15, 2016 the California Coastal Commission considered and approved vote Amendment LCP-4-CPN-14-0832-1 Part B to the City's Local Coastal program with suggested modifications and as detailed in a resolution of certification; and

WHEREAS, a full and complete copy of the project materials (14-1712-ORD/LCPA) is on file with the City's Community Development Department, located at 5775 Carpinteria Avenue, Carpinteria, California.

NOW, THEREFORE, BE IT RESOLVED as follows:

SECTION 1. The foregoing recitals are true and accurate.

SECTION 2. The City Council acknowledges receipt of the Coastal Commission's resolution of certification for final certification for Local Coastal Program Amendment LCP-4-CPN-14-0832-1 Part B with suggested modifications, and agrees to issue Coastal Development Permits for the total area included in the certified Local Coastal Program.

SECTION 3. The City Council does hereby make the Findings attached as Exhibit I and authorize the City Manager to submit this Resolution of the City of Carpinteria's receipt and acceptance of the California Coastal Commission's action to the Executive Director of the Commission.

SECTION 4. The City Council does hereby also resolve that this Resolution No. 5676 shall become effective upon the second reading, as read by title only, of Ordinance No. 668.

PASSED, APPROVED AND ADOPTED on this 27th day of June, 2016, by the following vote:

AYES: COUNCILMEMBER(S):

NOES: COUNCILMEMBER(S):

ABSENT: COUNCILMEMBER(S):

ABSTAIN: COUNCILMEMBER(S):

Mayor, City of Carpinteria

ATTEST:

City Clerk, City of Carpinteria

I hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Carpinteria held on June 27, 2016.

City Clerk, City of Carpinteria

APPROVED AS TO FORM:

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

Exhibit 1

Resolution No. 5676 Findings

**CITY COUNCIL
PROJECT 14-1712-ORD/LCPA**

**Local Coastal Program Amendments amending Title 14 (Zoning) of the
Carpinteria Municipal Code concerning density bonus, transitional and
supportive housing, single room occupancy (SRO) housing, agricultural
employee housing, emergency shelters and housing for persons with disabilities
the City's Zoning Map and Land Use Map to ensure vertical consistency between
zoning and land use designations**

June 27, 2016

EXHIBIT I: FINDINGS

**FINDINGS PURSUANT TO GOVERNMENT CODE, COASTAL PLAN, AND
GENERAL PLAN**

1.0 Administrative Findings

The City Council hereby incorporates by reference as though set forth in full all Community Development Department staff reports and attachments thereto presented to the City Council and all comments made or received either orally or in writing at the public hearings on this project.

1.1 Procedures

Pursuant to the California Coastal Act, the Administrative Regulations of the California Coastal Commission and the City's Local Coastal Program, it has been found that the process for public review of the subject Local Coastal Program Amendments has been properly conducted as follows:

- a. The City has proposed a Local Coastal Program Amendment, Project 14-1712-ORD/LCPA, to amend Title 14 (Zoning) of the Carpinteria Municipal Code concerning density bonus, transitional and supportive housing, single room occupancy (SRO) housing, agricultural employee housing, emergency shelters and housing for persons with disabilities. With the approval of the LCP Amendments as submitted by the California Coastal Commission on April 15, 2016, the amendments are consistent with the City's Local Coastal Program Land Use Plan, the Interpretive Guidelines of the Coastal Commission and the California Coastal Act.
- b. The project has been reviewed by the City Council at a duly noticed public hearing which included, but is not limited to, mailed notice to all interested persons and publication of a display ad in the local newspaper, the Coastal View News.

1.2 California Environmental Quality Act

California Environmental Quality Act (CEQA) findings pursuant to CEQA (California Public Resources Code Sections 21081, 21081.6) and State CEQA Guidelines (California Code of Regulations Sections 15091, 15096, 15162, 15164):

The City Council previously determined that pursuant to §15162 of the California Environment Quality Act, no additional environmental review is necessary for the LCP Amendment as the City Council adopted a Negative Declaration for the City's 2009-2014 Housing Element on September 12, 2011 that considered these Amendments and there have been no changes to the scope of the project, the project's potential impacts or any project mitigation measures/project alternatives since that time.

The Housing Element includes policies and programs that facilitate the development of housing affordable to all segments of the community in an environmentally responsible way, by promoting development in the existing urban area of the City in proximity to urban services, consistent with the density and land use policies of the General Plan. There were no significant impacts identified in any of the issue areas, therefore no mitigation was required

The proposed Amendments to the City's Zoning Code would not result in any significant environmental effects, nor would the Amendments change the nature or scope of any previously identified impact areas or their mitigation measures. Therefore, it is appropriate that no additional environmental analysis be completed for this project.

ATTACHMENT D

Negative Declaration Adopted for the 2009 - 2014 Housing Element

**CITY OF CARPINTERIA
FINAL NEGATIVE DECLARATION**

1. Project Title: City of Carpinteria 2009 – 2014 Housing Element Update
2. Lead Agency: City of Carpinteria
3. Contact Person and Phone:
Jackie Campbell, Director (805) 684-5405 x451
Community Development Department
5775 Carpinteria Avenue
Carpinteria, CA 93013
4. Project Location: City of Carpinteria
5. Project Sponsor (name and address): City of Carpinteria, 5775 Carpinteria Avenue,
Carpinteria, CA 93013
6. Description of project: The proposed project is an update to the City's 2004 Housing Element for the 2009 – 2014 planning period. A Draft Housing Element has been prepared by the City of Carpinteria in compliance with state law which requires that the Housing element be updated every five years. The proposed Housing Element identifies goals and objectives and the programs designed to implement them. Some of these goals include the following:
 1. Attain additions to the housing supply that meet the housing needs of all economic segments.
 2. Maintain a jobs-housing balance.
 3. Attain a housing supply that meets the needs of special population groups.
 4. Address governmental constraints to the maintenance, preservation and development of housing.
 5. Implement land use regulations that facilitate meeting affordable housing needs.
 6. Conserve existing housing such as apartment rental housing, mobile home parks and the affordable housing stock.
 7. Attain a housing supply free from substandard and deteriorated housing conditions.
 8. Attain a housing supply with fair housing choice, meaning the ability of persons of similar income levels regardless of race, color, religion, sex, etc., to have available to them the same housing choices.
7. Surrounding Land Uses and Setting: The City of Carpinteria is located in southern Santa Barbara County along the coast and adjacent to the Santa Ynez Mountains. It is surrounded by agriculture and open space lands in the County of Santa Barbara.
8. Other Public Agencies Whose Approval is Required: State of California Department of Housing and Community Development

EVALUATION OF ENVIRONMENTAL IMPACTS

- 1) A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
- 2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
- 3) Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.
- 4) Negative Declaration: "Less Than Significant With Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant" to "Less Than Significant." The lead agency must describe the mitigation measures and briefly explain how they reduce the effect to a less than significant level (mitigation measures as described in 5) below may be cross-referenced).
- 5) Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA processes, an effect has been adequately analyzed in an earlier EIR or negative declaration (§15063(c)(3)(D)). In this case, a brief discussion should identify the following:
 - a) Earlier Analysis Used. Identify and state where they are available for review.
 - b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
 - c) Mitigation Measures. For effects that are "Less than Significant with Mitigation Measures Incorporated," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.
- 6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should include a reference to the page or pages where the statement is substantiated.
- 7) Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.
- 8) The explanation of each issue should identify:
 - a) the significance criteria or threshold, if any, used to evaluate each question; and
 - b) the mitigation measure identified, if any, to reduce the impact to less than significance.

1. AESTHETICS	POTENTIALLY SIGNIFICANT IMPACT	POTENTIALLY SIGNIFICANT IMPACT UNLESS MITIGATION INCORPORATED	LESS THAN SIGNIFICANT IMPACT	NO IMPACT	REVIEWED UNDER PREVIOUS DOCUMENT
Would the project:					
a) Have a substantial adverse effect on a scenic vista?				X	
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings and historic buildings within a state scenic highway?				X	
c) Substantially degrade the existing visual character or quality of the site and its surroundings?				X	
d) Create a new source of substantial light or glare that would adversely affect day or nighttime views in the area?				X	

Existing Environmental Setting: The City of Carpinteria is situated along the coastline of southern Santa Barbara County. The City's coastal setting is framed by the foothills of the Santa Ynez Mountains and the Pacific Ocean, and includes natural coastal terrain and agricultural lands. The City is composed of several distinct and unique neighborhoods and districts that are defined by a well-connected network of streets and open spaces. The physical center of the City is the downtown district near the beach, around which the neighborhoods and other districts are arrayed. Several areas in the City are particularly noteworthy for their visual quality. The Carpinteria Bluffs include substantial undeveloped area, much of which supports natural coastal sage scrub and other sensitive habitats. As one of the primary access areas to the coast, the bluffs are particularly sensitive visually.

Project Specific Impacts: (a-d) No Impact. The proposed Housing Element reflects existing land use policy and would not result in significant environmental effects on the City's visual resources. The updated element does not include any rezoning or other actions that would result in direct physical impacts to the environment. Further, the City's policies regarding protection of visual resources stress the importance of maintaining the City's small town character and preserving views to the mountains and the coast. These policies are applied to all applications for new development in the City and would apply to any housing projects proposed in order to achieve provision of the City's regional share of housing. Where appropriate, mitigation would be required to avoid or reduce any visual resource impacts to less than significant levels and to maintain consistency with the City's small town character.

Cumulative Impacts: The Housing Element Update is not anticipated to result in any substantial change in the aesthetic character of the city, either individually or cumulatively. Therefore, the project would not cause a cumulatively significant effect on aesthetics.

Recommended/Required Mitigation Measures: No impacts are identified; therefore, no mitigation measures are required.

2. AGRICULTURAL AND FORESTRY RESOURCES	POTENTIALLY SIGNIFICANT IMPACT	POTENTIALLY SIGNIFICANT IMPACT UNLESS MITIGATION INCORPORATED	LESS THAN SIGNIFICANT IMPACT	NO IMPACT	REVIEWED UNDER PREVIOUS DOCUMENT
Would the project					
a) Convert Prime Farmland, Unique Farmland or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?				X	
b) Conflict with existing zoning for agricultural use or a Williamson Act contract?				X	
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code §12220(g)), timberland (as defined by Public Resources Code §4526), or timberland zoned Timberland Production (as defined by Government Code §51104(g))?				X	
d) Result in the loss of forest land or conversion of forest land to non-forest use?				X	
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?				X	

Existing Environmental Setting: There are two agriculturally zoned properties in the City of Carpinteria that are in active agricultural production and one property zoned residential that is also used for agriculture. None of these sites is included in the Housing Element Update as future housing sites and are expected to remain in agricultural use. In the unincorporated lands surrounding the City, County of Santa Barbara zoning and land use designations identify agriculture as the primary land use and include open field agricultural operations as well as greenhouses and packing houses to support production and shipment of locally grown agricultural products.

Project Specific Impacts: (a – e) No Impact. The proposed Housing Element would not result in significant environmental effects on the City's agricultural resources. Housing Element policies support the development of housing for agricultural employees on appropriately zoned properties in the urban area to further support the preservation of agriculture in the City and the surrounding County lands. The 2009 – 2014 Housing Element shows that the City can accommodate its regional share of housing need under existing zoning. No rezoning of any agricultural properties will occur. Existing land use policies supporting the preservation of agriculture in the City will not be affected.

Cumulative Impacts: The Housing Element policies support the development of agricultural employee housing on appropriately zoned properties within the urban areas of the City. These policies along with the agricultural preservation policies included in the City's Local Coastal Program assist in the continuation of existing agricultural operations within the City. Therefore, no cumulative significant impacts to agricultural resources would result from the project.

Recommended/Required Mitigation Measures: No impacts are identified; therefore, no mitigation measures are required.

3. AIR QUALITY	POTENTIALLY SIGNIFICANT IMPACT	POTENTIALLY SIGNIFICANT IMPACT UNLESS MITIGATION INCORPORATED	LESS THAN SIGNIFICANT IMPACT	NO IMPACT	REVIEWED UNDER PREVIOUS DOCUMENT
Would the project:					
a) Conflict with or obstruct implementation of the Clean Air Plan?				X	
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?				X	
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?				X	
d) Expose sensitive receptors to substantial pollutant concentrations?				X	
e) Create objectionable odors affecting a substantial number of people?				X	

Existing Environmental Setting: Santa Barbara County and the City of Carpinteria are located in the South Central Coast air basin. The Santa Barbara County Air Pollution Control District (APCD) is the regulatory agency for air quality in Santa Barbara County. A summary of Santa Barbara County's attainment status with the National Ambient Air Quality Standards (NAAQS) and the California Ambient Air Quality Standards (CAAQS) is presented in the table below. The County is currently in attainment for all national standards, but is in non-attainment for the state eight-hour ozone standards as well as for particulate matter less than 10 microns in diameter (PM10).

CITY OF CARPINTERIA FINAL ND
HOUSING ELEMENT UPDATE 2009 – 2014
PROJECT NO. 09-1508-GPA

Santa Barbara County Attainment Status and Air Quality Standards					
Pollutant	Averaging Time	California Standards		National Standards	
		Concentration	Attainment Status	Concentration	Attainment Status
Ozone	8 hour	0.070 ppm	N*	0.075 ppm	A
	1 hour	0.09 ppm (180 µg/m ³)	A	revoked	A
Carbon Monoxide	8 hour	9.0 ppm (10 mg/m ³)	A	9.0 ppm (10 mg/m ³)	A
	1 hour	20.0 ppm (23 mg/m ³)	A	35.0 ppm (40 µg/m ³)	A
Nitrogen Dioxide***	annual average	0.030 ppm (56 µg/m ³)	A	0.053 ppm (100 µg/m ³)	A
	1 hour	0.18 ppm (338 µg/m ³)	A	--	--
Sulfur Dioxide	annual average	--	--	0.03 ppm (80 µg/m ³)	A
	24 hour	0.04 ppm (105 µg/m ³)	A	0.14 ppm (365 µg/m ³)	A
	1 hour	0.25 ppm (655 µg/m ³)	A	--	--
Particulate Matter (PM10)	annual arithmetic mean	20 µg/m ³	N	revoked	A
	24 hour	50 µg/m ³	N	150 µg/m ³	A
Particulate Matter - Fine (PM2.5)	annual arithmetic mean	12 µg/m ³	U	15 µg/m ³	U/A
	24 hour	--	--	35 µg/m ³ **	U/A
Sulfates	24 hour	25 µg/m ³	A		
Lead	calendar	--	--	1.5 µg/m ³	A

Santa Barbara County Attainment Status and Air Quality Standards					
Pollutant	Averaging Time	California Standards		National Standards	
		Concentration	Attainment Status	Concentration	Attainment Status
	quarter				
	30 day average	1.5 µg/m ³	A	--	--
Hydrogen Sulfide	1 hour	0.03 ppm (42 µg/m ³)	A	--	--
Vinyl Chloride (chloroethene)	24 hour	0.010 ppm (26 µg/m ³)		--	--
Visibility Reducing Particles	8 hour (1000 to 1800 PST)		A	--	--

A=Attainment

N=Nonattainment

U=Unclassified

U/A=Unclassifiable/Attainment

* This standard went into effect in June 2006. Official designations have not yet been announced; our data indicate we will be considered in nonattainment of this standard.

*** The state Nitrogen Dioxide ambient air quality standard was amended on February 22, 2007, to lower the 1-hour standard to 0.18 ppm and establish a new annual standard

Project Specific Impacts: (a – f) No Impact. The proposed Housing Element would not result in significant environmental effects on the City's air quality. The Element supports the development of housing consistent with existing zoning and general plan designations. No rezoning of property is required to accommodate the City's share of the regional housing need. The Housing Element Update implements existing land use policies in the City by supporting development of housing within the City and adjacent to urban services such as transit, schools, shopping and employment centers. These land use policies promote the use of alternative transportation which reduces air quality emissions associated with vehicle transportation, the largest contributor to greenhouse gas emissions in the City. The Housing Element is consistent with the 2010 Clean Air Plan in that all capacity for housing development to meet the City's RHNA number can be accommodated under existing zoning; no rezoning is required.

Cumulative Impacts: As discussed above, the Housing Element would not result in any direct physical impacts that would significantly affect air quality in an adverse manner. Therefore, no cumulatively significant impacts to air quality would result from the project.

Recommended/Required Mitigation Measures: No impacts would result; therefore, no mitigation is required.

4. BIOLOGICAL RESOURCES	POTENTIALLY SIGNIFICANT IMPACT	POTENTIALLY SIGNIFICANT IMPACT UNLESS MITIGATION INCORPORATED	LESS THAN SIGNIFICANT IMPACT	NO IMPACT	REVIEWED UNDER PREVIOUS DOCUMENT
Would the project:					
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive or special status species in local or regional plans, policies or regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?				X	
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or US Fish and Wildlife Service?				X	
c) Have a substantial adverse effect on wetlands as defined by §404 of the Clean Water Act (including but not limited to marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?				X	
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors or impede the use of native wildlife nursery sites?				X	
e) Conflict with any local policies or ordinances protecting biological resources, such as a creek preservation policy or tree protection ordinance?				X	
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan or other approved local, regional or state habitat conservation plan?				X	

Existing Environmental Setting: The Carpinteria area has a wide variety of habitats, including the Carpinteria Salt Marsh, tidal zones, dunes, riparian habitat, monarch butterfly habitat, a harbor seal rookery and native plant communities. Many of these habitats are located on or near the coast. Several streams flow south from the mountains through the City to the Pacific Ocean. These include Carpinteria Creek, Santa Monica Creek and Franklin Creek.

Project Specific Impacts: (a – k) No Impact. The proposed Housing Element Update would not result in significant impacts to the City's biological resources as the update process does not include any proposed rezone or site specific development proposals which would result in physical impacts to the environment. Nor does the Element include any proposed physical development. The Housing Element quantifies the City's capacity to accommodate additional residential development consistent with the General Plan on appropriately zoned properties in the urban area. And, none of the sites designated to accommodate the City's RHNA in the Adequate Sites Analysis, none has been mapped as an Environmentally Sensitive Habitat Area (ESHA) nor is known to contain any sensitive resources.

Cumulative Impacts: As mentioned above, the 2009 – 2014 Housing Element Update would not result in any direct physical impacts that would significantly adversely affect biological resources. The Element does contain policies that support residential development on existing urban sites zoned for that use. Therefore, no cumulatively significant impacts to biological resources would result from the project.

Recommended/Required Mitigation Measures: No impacts would result; therefore, no mitigation is required.

5. CULTURAL RESOURCES	POTENTIALLY SIGNIFICANT IMPACT	POTENTIALLY SIGNIFICANT IMPACT UNLESS MITIGATION INCORPORATED	LESS THAN SIGNIFICANT IMPACT	NO IMPACT	REVIEWED UNDER PREVIOUS DOCUMENT
Would the project:					
a) Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?				X	
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?				X	
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?				X	
d) Disturb any human remains, including those interred outside of formal cemeteries?				X	

Existing Environmental Setting: For the past 10,000 years, the area that is now Carpinteria has been inhabited by Native Americans and their ancestors. According to archaeological records, large Chumash settlements were located along the coastline and in proximity to creeks in the Carpinteria Valley and throughout Santa Barbara County. Additionally, there are a number of historical properties in Carpinteria, including one state landmark (La Carpinteria).

Project Specific Impacts: (a – g) No Impact. The proposed Housing Element Update would not result in significant effects on the City's cultural resources. The policy framework included in the document encourages development of existing properties in the City with appropriate zoning in the urban areas to accommodate the City's share of the regional housing need consistent with the General Plan. During the review of specific development applications, potential impacts to archaeological resources are considered

and all projects must be found consistent with archaeological resource protection policies which discourage development on important archaeological or historically valuable sites. Implementation policies in the General Plan provide several specific measures which must be applied to avoid impacts to these resources by siting development away from known cultural resource sites. Adoption of the Housing Element Update does not modify the City's process for review of potential impacts to sensitive resources associated with any housing development proposal. And, as discussed under various sections of this environmental document, the Housing Element does not include any proposed physical development, no rezones or no changes to the land use designations adopted in 2003 as part of the City's General Plan/Coastal Land Use Plan. Additionally, future development projects subject to discretionary review will be analyzed for their potential to impact cultural resources.

Cumulative Impacts: As discussed above, the Housing Element would not result in any direct physical impacts that would significantly affect cultural resources in an adverse manner. Therefore, no cumulatively significant impacts to cultural resources would result from the project.

Recommended/Required Mitigation Measures: No impacts would result; therefore, no mitigation is required.

6. GEOLOGY AND SOILS	POTENTIALLY SIGNIFICANT IMPACT	POTENTIALLY SIGNIFICANT IMPACT UNLESS MITIGATION INCORPORATED	LESS THAN SIGNIFICANT IMPACT	NO IMPACT	REVIEWED UNDER PREVIOUS DOCUMENT
Would the project:					
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving: rupture of a known earthquake fault as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault?				X	
b) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury or death involving: strong seismic ground shaking, seismic-related ground failure or landslides?				X	
c) Result in substantial soil erosion or the loss of topsoil?				X	
d) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project and potentially result in on-or off-site landslide, lateral spreading subsidence, liquefaction or collapse?				X	
e) Be located on expansive soil as defined in					

Table 18-1-B of the Uniform Building Code (1994) creating substantial risk to life or property?				X	
f) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of wastewater?				X	

Existing Environmental Setting: Santa Barbara County contains a wide variety of geologic conditions, some of which constitute a hazard to public health and safety. Geologic hazards present in Carpinteria include fault rupture, ground shaking, landslides, liquefaction, high groundwater, expansive soils and tsunami inundation. Faults in the Carpinteria area include the Carpinteria Fault, the Rincon Creek Fault, the Arroyo Parida Fault and the Shepard Mesa Fault. According to the State of California Conservation Department Division of Mines and Geology (CDMG), none of these faults is considered "active." The CDMG has calculated the probabilities for earthquakes throughout the state of California; the research indicates a 10 percent probability within the next 50 years for an earthquake between magnitudes 6.5 and 7.0 to occur along a fault within five miles of the Carpinteria Planning Area. This could result in peak horizontal ground accelerations between 0.4g to 0.6g. There are no Alquist-Priolo Special Studies Zones for the Carpinteria Planning Area. No recent movement (within the last 11,000 years) or recent fault rupture has been identified along the known faults in the Carpinteria Planning Area.

Project Specific Impacts: (a – f) No Impact. The proposed Housing Element Update would not result in significant environmental effects on the City's natural geologic processes. The policies in the Element do not recommend or allow development in geologically sensitive areas and do not modify the City's review process for new development applications. All proposed structures must comply with the City's Safety Element and the standards in the California Building Code which require adequate setback distances from known hazards such as faults. Therefore, the project would not result in any new exposure of the public to geologic hazards.

Cumulative Impacts: As discussed above, the Housing Element Update would not result in any direct physical impacts that would significantly affect geology and soils in an adverse manner. Therefore, no cumulatively significant impacts to geology and soils would result from the project.

Recommended/Required Mitigation Measures: No impacts would result; therefore, no mitigation is required.

7. GREENHOUSE GAS EMISSIONS	POTENTIALLY SIGNIFICANT IMPACT	POTENTIALLY SIGNIFICANT IMPACT UNLESS MITIGATION INCORPORATED	LESS THAN SIGNIFICANT IMPACT	NO IMPACT	REVIEWED UNDER PREVIOUS DOCUMENT
... Would the project:					
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?				X	
b) Conflict with an applicable plan, policy or					

regulation adopted for the purpose of reducing the emissions of greenhouse gases?				X	
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Existing Environmental Setting: The City of Carpinteria is located in the South Central Coast air basin. The Santa Barbara County Air Pollution Control District (APCD) is the regulatory agency for air quality in Santa Barbara County. The physical and regulatory air quality setting for the Carpinteria Valley and Santa Barbara County is described in detail in the APCD's 2007 2010 Clean Air Plan (CAP), which is incorporated by reference. The 2007 CAP is available for review at local libraries, Carpinteria City Hall and at the APCD's office at 260 N. San Antonio Road, Ste A, Santa Barbara or on their website at: www.sbcapcd.org.

Global climate change (global warming) is a growing concern. Greenhouse gases (GHGs) include water vapor, carbon dioxide (CO₂), methane (CH₄), nitrous oxide (N₂O) and other compounds including hydro-fluorocarbons, perfluorocarbons and sulfur hexafluoride. Combustion of fossil fuels constitutes the primary source of GHGs. GHGs accumulate in the atmosphere, where they trap heat near the earth's surface by absorbing infrared radiation. This effect causes global warming and climate change, with adverse impacts on humans and the environment. Potential effects include reduced water supplies in some areas, ecological changes that threaten some species, reduced agricultural productivity in some areas, increased coastal flooding and other effects.

There are currently no adopted thresholds for measuring the significance of a project's specific or cumulative contribution to global climate change in Santa Barbara County. Global climate change is a cumulative impact; a project participates in this potential impact through its incremental contribution, combined with the cumulative increase of all other sources of greenhouse gases.

The EPA developed a reporting threshold of 25,000 metric tons of CO₂ emissions per year as this number would cover approximately 10,000 facilities and 85 percent of total GHG emissions. As a comparison, 25,000 metric tons of CO₂ emissions are equivalent to the emissions from the annual energy use of approximately 2,300 homes (EPA website: Climate Change- Regulatory Initiatives).

On June 2, 2010, the Bay Area Air Quality Management District (BAAQMD) became the first regulatory agency in the nation to approve guidelines that establish thresholds of significance for greenhouse gas emissions from proposed development projects. While these thresholds have not been adopted by the Santa Barbara County APCD, they serve as a guideline for the analysis in this document.

The BAAQMD thresholds state that GHG emissions from projects other than stationary or industrial sources (i.e., fixed sources of emissions that are subject to permitting by the air district) as "insignificant" if they fall under a quantitative threshold of 1,100 metric tons of carbon dioxide equivalents per year or a performance standard of 4.6 metric tons of carbon dioxide equivalents per year per resident or employee in the project's service population. GHG emissions from stationary or industrial sources are significant under the new guidelines if they exceed 10,000 metric tons per year.

Project Specific Impacts: (a – b) No Impact. The proposed Housing Element Update would not result in significant environmental impacts on the City's air quality as the Element does not include any rezoning of property nor any change in land use designations in the City's General Plan. The Element also does not include any proposal for physical construction of new housing units. Information and policies in the Element

show that there is adequate capacity on existing properties under existing zoning in the City's urban area to accommodate the City's share of the regional housing need which is also within the build-out capacity identified in the City's General Plan.

Additionally, Program 2 in the 2009 – 2014 Housing Element Update supports the use of various strategies to increase the energy efficiency of the City's housing stock. These methods include determining baseline energy use, establishing specific targets for energy conservation and implementing measures that increase energy conservation and efficiency. The City will use its website to provide information to educate residents, businesses and visitors on actions they can take to conserve energy. The City will adopt model energy conservation projects and programs that showcase new energy conservation, sustainability and alternative technologies.

The implementation of this effort would result in the reduction of fossil fuel emissions as related to the operation of coal burning power plants that in part supply electricity to the City's housing stock. The reduction of such fossil fuel emissions would improve overall air quality and marginally mitigate the effects of climate change.

Cumulative Impacts: As discussed above, the Housing Element would not result in any direct physical impacts that would significantly increase greenhouse gas emissions in the City. All capacity for the development of Carpinteria's share of the regional housing need can be accommodated on existing properties within the City's urban area under existing zoning and land use designations. Therefore, no cumulatively significant impacts to greenhouse gas emissions would result from the project.

Recommended/Required Mitigation Measures: No impacts would result; therefore, no mitigation is required.

8. HAZARDS AND HAZARDOUS MATERIALS	POTENTIALLY SIGNIFICANT IMPACT	POTENTIALLY SIGNIFICANT IMPACT UNLESS MITIGATION INCORPORATED	LESS THAN SIGNIFICANT IMPACT	NO IMPACT	REVIEWED UNDER PREVIOUS DOCUMENT
Would the project:					
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?				X	
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?				X	
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances or waste within one-quarter mile of an existing or proposed school?				X	
d) Be located on a site which is included on a list of hazardous materials sites compiled					

pursuant to Government Code §65962.5 and, as a result, would it create a significant hazard to the public or the environment?				X	
e) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?				X	
f) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?				X	

Existing Environmental Setting: There are various sources of hazardous materials in the City such as industrial facilities, gas stations and produce coolers which use anhydrous ammonia. Residences can also generate small amounts of hazardous waste in the form of paint, cleaning solutions and batteries.

Project Specific Impacts: The proposed Housing Element Update would not result in significant environmental effects from the release or upset of hazardous materials. As presented in the City's General Plan, residential land uses tend to generate smaller amounts and lower risk hazardous materials than industrial land uses. Therefore, the encouragement of development of housing within the urban area of the City consistent with zoning and General Plan land use designations would not result in significant new impacts from hazardous waste.

Cumulative Impacts: As discussed above, the Housing Element would not result in any direct physical impacts that would significantly affect hazardous materials in an adverse manner. Therefore, no cumulatively significant impacts to hazards or hazardous materials would result from the project.

Recommended/Required Mitigation Measures: No impacts would result; therefore, no mitigation is required.

9. HYDROLOGY AND WATER QUALITY	POTENTIALLY SIGNIFICANT IMPACT	POTENTIALLY SIGNIFICANT IMPACT UNLESS MITIGATION INCORPORATED	LESS THAN SIGNIFICANT IMPACT	NO IMPACT	REVIEWED UNDER PREVIOUS DOCUMENT
Would the project:					
a) Violate any water quality standards or waste discharge requirements?				X	
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of re-existing nearby wells would drop to a level which would not				X	

support existing land uses or planned uses for which permits have been granted)?					
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?				X	
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of the surface runoff in a manner which would result in flooding on- or off-site?				X	
e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?				X	
f) Otherwise substantially degrade water quality?				X	
g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?				X	
h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?				X	
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?				X	
j) Inundation by seiche, tsunami or mudflow?				X	

Existing Environmental Setting: The City of Carpinteria is primarily on a low-lying alluvial area with a sandy shoreline fronting onto the Santa Barbara Channel within the Pacific Ocean. The watershed is defined by the Santa Ynez Mountains to the north. Three streams pass through the City: Carpinteria Creek, Franklin Creek and Santa Monica Creek.

Flood hazard areas of the City are subject to periodic inundation which can result in destruction of property, loss of life, health and safety hazards and disruption of commerce and government services. The Federal Emergency Management Agency (FEMA) establishes based flood heights for 100-year and 500-year flood zones. The 100-year flood zone is defined as the area that could be inundated by the flood which has a one percent probability of occurring in any given year. The 500-year flood is defined as the

flood with a 0.2 percent probability of occurring in any given year. The FEMA Flood Insurance Rate Map for the City was updated in 2010.

City residents are served municipal water by the Carpinteria Valley Water District. A portion of the District's municipal water is sourced from local groundwater supplies, with the remainder coming from the State Water Project.

Project Specific Impacts: (a – j) No Impact. The proposed 2009 – 2014 Housing Element Update project would not result in significant environmental effects on the City's water resources or water quality and would not result in significant new flooding hazards as there is no physical development proposed and all capacity for meeting the City's share of the regional housing need is available within the urban area of the City and under current zoning and land use designations.

All new development is required to comply with flood hazard development standards as set forth in the Safety Element. The Housing Element Update does not modify the City's existing review process for setting minimum base flood elevation heights for new structures.

Cumulative Impacts: As discussed above, the Housing Element would not result in any direct physical impacts that would significantly affect hydrology and water quality in an adverse manner. Therefore, no cumulatively significant impacts to hydrology and water quality would result from the project.

Recommended/Required Mitigation Measures: No impacts would result; therefore, no mitigation is required.

10. LAND USE AND PLANNING	POTENTIALLY SIGNIFICANT IMPACT	POTENTIALLY SIGNIFICANT IMPACT UNLESS MITIGATION INCORPORATED	LESS THAN SIGNIFICANT IMPACT	NO IMPACT	REVIEWED UNDER PREVIOUS DOCUMENT
Would the project:					
a) Physically divide an established community?				X	
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?				X	
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?				X	

Existing Environmental Setting: The City of Carpinteria is located within the coastal zone and covers 7.3 square miles (2.6 square miles of land and 4.7 square miles of tidelands). The largest land use by area in

the City is residential (approximately 32% of the total land area). Nearly the entire boundary of the City is located to adjacent to County lands zoned and used for agriculture. The City's Land Use Element presents a plan that reflects the community's desire to maintain and enhance an enjoyable, balanced quality of life as expressed in the community's goal:

...to preserve the essential character of our small beach town, its family-oriented residential neighborhoods, its unique visual and natural resources and its open, rural surroundings while enhancing recreational, cultural and economic opportunities for our citizens.

Project Specific Impacts: (a – c) No Impact. The Housing Element Update project is a policy level document and would not result in any physical effects on the environment. There are also no changes to existing zoning or land use designations. There are policies in the document that support and encourage the development of housing for all income levels, and for special needs households such as farm employees and disabled individuals. Any future development proposed to implement the policies and programs in the Housing Element would be subject to the City's permit review process and environmental review where applicable. There are no habitat conservation plans or natural communities conservation plans adopted in the City. The Housing Element shows that there is adequate capacity in the City under existing zoning and land use designations to accommodate the City's share of the regional housing need. And, as a policy level document, there is no proposed development associated with the Updated Housing Element.

Cumulative Impacts: As discussed above, the Housing Element would not create any significant impacts to land use. There are no changes proposed to existing zoning or land use designations and no physical development is proposed. Therefore, no cumulatively significant impacts to land use would result from the project. All necessary capacity for housing is available in the City under current zoning and land use designations and is within the scope of the community build-out analyzed in the City's 2003 General Plan Update.

Recommended/Required Mitigation Measures: No impacts would result; therefore, no mitigation is required.

11. MINERAL RESOURCES	POTENTIALLY SIGNIFICANT IMPACT	POTENTIALLY SIGNIFICANT IMPACT UNLESS MITIGATION INCORPORATED	LESS THAN SIGNIFICANT IMPACT	NO IMPACT	REVIEWED UNDER PREVIOUS DOCUMENT
... Would the project:					
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?				X	
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?				X	

Existing Environmental Setting: Oil is the only known mineral resource in the City in significant quantities. Oil extraction is limited to offshore drilling and platforms that send hydrocarbon products to the Carpinteria Oil and Gas Processing Facility currently operated by Venoco, Inc.

Project Specific Impacts: The proposed Housing Element Update does not include any physical development and does not require any change to existing zoning and land use designations in order for the City to meet its share of capacity for the regional housing need. In addition, future development proposed to implement the Housing Element policies will be reviewed through the City's development review process to ensure that no significant effects to mineral resources would result, particularly given that activities related to mineral resource production are located offshore or in one isolated area.

Cumulative Impacts: As discussed above, the Housing Element would not result in any direct physical impacts that would significantly affect mineral resources in an adverse manner. Therefore, no cumulatively significant impacts to mineral resources would result from the project.

Recommended/Required Mitigation Measures: No impacts would result; therefore, no mitigation is required.

12. NOISE	POTENTIALLY SIGNIFICANT IMPACT	POTENTIALLY SIGNIFICANT IMPACT UNLESS MITIGATION INCORPORATED	LESS THAN SIGNIFICANT IMPACT	NO IMPACT	REVIEWED UNDER PREVIOUS DOCUMENT
Would the project result in:					
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?				X	
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?				X	
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?				X	
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?				x	

Existing Environmental Setting: The City of Carpinteria is affected by several different sources of noise associated with automobile and train traffic, agricultural and industrial activity and ocean waves and wind.

Project Specific Impacts: (a – d) No Impact. The proposed Housing Element would not result in any new construction or any changes to land use or zoning designations already existing in the City. The City's General Plan discusses the effects of noise exposure on the population and sets acceptable noise levels for

different land use categories. Wherever new residential development is proposed, an evaluation of the impacts of noise exposure on new housing will be evaluated as part of the City's development review process. No project can be approved that would expose residents to noise levels higher than 65dBA in indoor spaces and no more than 45dBA in outdoor spaces. The proposed Housing Element will not modify these adopted standards, nor will development of housing consistent with the Housing Element create noise impacts to existing residential or other noise sensitive uses as residential uses are not significant noise generating land uses.

Cumulative Impacts: As noted above, the Housing Element would not result in any direct physical impacts that would create significant effects from the creation of new noise generation, nor would new residential development be allowed to be approved unless all noise impacts to residents can be mitigated to less than significant levels pursuant to the City's thresholds. Therefore, no cumulatively significant impacts from new noise generating sources would be created with this project.

Recommended/Required Mitigation Measures: No impacts would result; therefore, no mitigation is required.

13. POPULATION AND HOUSING	POTENTIALLY SIGNIFICANT IMPACT	POTENTIALLY SIGNIFICANT IMPACT UNLESS MITIGATION INCORPORATED	LESS THAN SIGNIFICANT IMPACT	NO IMPACT	REVIEWED UNDER PREVIOUS DOCUMENT
Would the project:					
a) Induce substantial population growth in an area, either directly (e.g., by proposing new homes and businesses) or indirectly?				X	
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?				X	
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?				X	

Existing Environmental Setting: The City of Carpinteria has a population of approximately 13,000 people according to the 2010 census. This is a reduction of approximately 8% from the population of just over 14,000 reported in the 2000 census. Residential is the largest geographic zoning designation in the City, comprising approximately 32% of the land area and supporting approximately 5,000 housing units.

Project Specific Impacts: The proposed Housing Element Update is a policy document that sets out goals and objectives to support the development of housing affordable to all economic sectors of the community and shows how the City can accommodate its share of the regional housing need, established at 305 units in the most recent Regional Housing Needs Assessment (RHNA) cycle. Based on existing zoning and land use designations, there is adequate capacity in the City to accommodate this level of housing development. While no physical impacts will occur as a result of the project, the Element does show how this need can be met within the parameters of the housing density and build-out of the community identified in the City's 2003 General Plan/Coastal Land Use Plan.

Cumulative Impacts: As discussed above, the Housing Element would not result in any direct physical impacts that would significantly affect population and housing in an adverse manner and in fact shows that the City has capacity to accommodate its share of the housing need in our area. Therefore, no cumulatively significant impacts to population and housing would result from the project.

Recommended/Required Mitigation Measures: No impacts would result; therefore, no mitigation is required.

14. PUBLIC SERVICES	POTENTIALLY SIGNIFICANT IMPACT	POTENTIALLY SIGNIFICANT IMPACT UNLESS MITIGATION INCORPORATED	LESS THAN SIGNIFICANT IMPACT	NO IMPACT	REVIEWED UNDER PREVIOUS DOCUMENT
a) Would the project result in substantial adverse physical impacts associated with the need or provision of new or physically altered governmental facilities, the construction of which could cause significant environmental impacts in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:					
Fire protection?				X	
Police protection?				X	
Schools?				X	
Parks?				X	
Other public facilities?				X	

Existing Environmental Setting: Properties within the City of Carpinteria are served by existing public services including the Carpinteria Valley Water District, Carpinteria Sanitary District, Carpinteria-Summerland Fire Protection District and the Santa Barbara County Sherriff's Department.

Project Specific Impacts: The Housing Element is a policy document which shows the City's capacity to accommodate its share of the regional housing need. This capacity is currently available given existing zoning and land use designations adopted through the General Plan Update in 2003 for which there are adequate public services to accommodate a theoretical build-out of 852 residential units. As the Housing Element Update document shows there is capacity for 305 housing units (the City's share of the regional housing need), there are adequate services in place to serve this level of development. Therefore, no impacts to public services would result from the project.

Cumulative Impacts: As discussed above, the Housing Element would not result in any direct physical impacts that would significantly affect public services in an adverse manner. Therefore, no cumulatively significant impacts to public services would result from the project.

Recommended/Required Mitigation Measures: No impacts would result; therefore, no mitigation is required.

15. RECREATION	POTENTIALLY SIGNIFICANT IMPACT	POTENTIALLY SIGNIFICANT IMPACT UNLESS MITIGATION INCORPORATED	LESS THAN SIGNIFICANT IMPACT	NO IMPACT	REVIEWED UNDER PREVIOUS DOCUMENT
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?				X	
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?				X	

Existing Environmental Setting: Carpinteria has approximately 100 acres of City parks that provide both passive and active recreation opportunities. There are also trails throughout the City. Carpinteria State Beach is located within the City and offers camping and day use opportunities for residents and visitors. The City includes approximately 4.7 miles of tidelands and is adjacent to the Santa Ynez Mountains.

Project Specific Impacts: (a – b) No Impact. The Housing Element Update will not require any rezoning or change in existing land use designations to show that the City has adequate capacity to accommodate its share of the regional housing need. No physical development will result from the project and therefore no impacts to recreation resources will occur. The existing Development Impact Fee (DIF) program would not be affected by the Update and new projects would be subject to fee payment per the DIF Ordinance through the development review process for all new development.

Cumulative Impacts: As discussed above, the Housing Element would not result in any direct physical impacts that would significantly affect recreation in an adverse manner. Therefore, no cumulatively significant impacts to recreation would result from the project.

Recommended/Required Mitigation Measures: No impacts would result; therefore, no mitigation is required.

16. TRANSPORTATION AND TRAFFIC	POTENTIALLY SIGNIFICANT IMPACT	POTENTIALLY SIGNIFICANT IMPACT UNLESS MITIGATION INCORPORATED	LESS THAN SIGNIFICANT IMPACT	NO IMPACT	REVIEWED UNDER PREVIOUS DOCUMENT
Would the project:					
a) Conflict with any applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and				X	

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relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths and mass transit?					
b) Conflict with an applicable congestions management program, including, but not limited to level of service standards and travel demand measures or other standards established by the county congestion management agency for designated road or highways?				X	
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?				X	
d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?				X	
e) Result in inadequate emergency access?				X	
f) Conflict with adopted policies, plans or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?				X	

Existing Environmental Setting: U.S. 101 is the only freeway serving the Carpinteria area. There are two State Routes that traverse the City: SR 150 and SR 192. Freeway interchanges are located at State Route 150, Bailard Avenue, Casitas Pass Road, Linden Avenue, Santa Monica Road, Reynolds Avenue and Carpinteria Avenue. Several of the Carpinteria – 101 interchanges are non-standard in design. There are no Official Scenic Highways in Carpinteria. The City has arterial streets, collector streets and a truck route. There is no airport, however the Union Pacific Rail Road corridor runs through Carpinteria and an Amtrak Platform is provided near the Linden Avenue railroad crossing.

The City has 4.1 miles of bikeways, including 3.6 miles of formal street bikeway facilities and 0.5 miles of off-street bikeway facilities. Carpinteria is serviced by the Santa Barbara Metropolitan Transit District (MTD), a public district serving the south coast of Santa Barbara County. MTD operates the Seaside Shuttle, an electric shuttle that connects the downtown area with the outer areas of the City.

Project Specific Impacts: (a – f) No Impact. The proposed Housing Element Update is not anticipated to produce any significant increase in traffic generation or changes in traffic distribution patterns as it is a policy document that shows how the City can accommodate its share of the regional housing need within the existing boundaries of the City under current zoning and general plan designations. There are no proposed changes to the City's circulation system or the City's Circulation Element policies. Given that there is no change to existing zoning or land use designations, there is no increase in density beyond that

which was reviewed and approved as part of the City's General Plan Update in 2003. As there is no new physical development associated with the Update, there are no impacts to existing parking facilities, bikeway facilities or transit services. The City's share of the regional housing need (305 units) is within the identified build-out capacity of 852 units set forth in the General Plan. Therefore, adoption of the Housing Element Update will not impact the City's transportation system.

Cumulative Impacts: As discussed above, the Housing Element would not result in any direct physical impacts that would significantly affect transportation and traffic in an adverse manner. Therefore, no cumulatively significant impacts to transportation and traffic would result from the project.

Recommended/Required Mitigation Measures: No impacts would result; therefore, no mitigation is required.

17. UTILITIES AND SERVICE SYSTEMS	POTENTIALLY SIGNIFICANT IMPACT	POTENTIALLY SIGNIFICANT IMPACT UNLESS MITIGATION INCORPORATED	LESS THAN SIGNIFICANT IMPACT	NO IMPACT	REVIEWED UNDER PREVIOUS DOCUMENT
Would the project:					
a) Exceed wastewater treatment requirements of the Regional Water Quality Control Board?				X	
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?				X	
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?				X	
d) Have sufficient water supplies available from existing entitlements and resources, or create the need for new or expanded entitlements?				X	
e) Result in a determination by the wastewater treatment provider that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?				X	
f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?				X	
g) Comply with federal, state and local regulations related to solid waste?				X	

Existing Environmental Setting: The City of Carpinteria is served by the Carpinteria Valley Water District and the Carpinteria Sanitary District. Solid waste generated in Carpinteria is taken to the Gold Coast Recycling and Transfer Station in Ventura for sorting. Non-recyclable waste is disposed of at the Toland Road Landfill in Santa Paula, a Class III municipal facility, managed by the Ventura Regional Sanitation District. Expansion in recent years has extended the lifespan of the landfill to 2027.

Project Specific Impacts: The Housing Element is a policy document that shows the City's capacity to accommodate its share of the regional housing need. This capacity is currently available given existing zoning and land use designations adopted through the General Plan Update in 2003 for which there are adequate public services to accommodate a theoretical build-out of 852 residential units. As the Housing Element Update document shows there is capacity for 305 housing units (the City's share of the regional housing need), based on the City's General Plan, there are adequate services in place to serve this level of development. Therefore, no impacts to utilities and service systems would result from the project. Further, as a policy document, there is no physical development proposed. The Element only shows that under existing zoning and land use designations, the City has adequate capacity for future residential development to meet its share of the regional housing need.

Cumulative Impacts: As discussed above, the Housing Element would not result in any direct physical impacts that would significantly affect utilities and service systems in an adverse manner. Therefore, no cumulatively significant impacts to utilities and service systems would result from the project.

Recommended/Required Mitigation Measures: No impacts would result; therefore, no mitigation is required.

18. MANDATORY FINDINGS OF SIGNIFICANCE	POTENTIALLY SIGNIFICANT IMPACT	POTENTIALLY SIGNIFICANT IMPACT UNLESS MITIGATION INCORPORATED	LESS THAN SIGNIFICANT IMPACT	NO IMPACT	REVIEWED UNDER PREVIOUS DOCUMENT
a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or pre-history?				X	
b) Does the project have impacts that are individually limited but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects,				X	

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the effects of other current projects, and the effects of probable future projects).					
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?				X	

Impact Discussion for Mandatory Findings of Significance: As discussed throughout this document, the proposed 2009 – 2014 Housing Element Update would not result in any significant impacts to the environment as there is no physical development proposed. The Element includes policies and programs that facilitate the development of housing affordable to all segments of the community in an environmentally responsible way, by promoting development in the existing urban area of the City consistent with the density and land use policies of the General Plan and locating that development in proximity to urban services. All of the City's share (305 units) of the regional housing need can be accommodated within the urban area of the City under existing zoning and General Plan land use designations and is within the City's theoretical build-out of 852 units analyzed in the 2003 General Plan Update.

19. PROJECT ALTERNATIVES

Pursuant to CEQA Guidelines, alternatives are only required for projects which would result in significant and unmitigable impacts to the environment (Class 1). As discussed in this document, the proposed 2009 – 2014 Housing Element Update would not have significant impacts on the environment. Therefore, no project alternatives are required.

20. ATTACHMENTS

1. Santa Barbara County Air Pollution Control District Comment Letter, August 2, 2011

Authority cited: Sections 21083 and 21087 21083.05, Public Resources Code. Reference: Section 65088.4, Gov. Code; Sections 21080(c), 21080.1, 21080.3, 21082.1, 21083, 21083.05, 21083.3, 21093, 21094, 21095, and 21151, Public Resources Code; *Sundstrom v. County of Mendocino*, (1988) 202 Cal.App.3d 296 (1988); *Leonoff v. Monterey Board of Supervisors*, (1990) 222 Cal.App.3d 1337 (1990); *Eureka Citizens for Responsible Govt. v. City of Eureka* (2007) 147 Cal.App.4th 357; *Protect the Historic Amador Waterways v. Amador Water Agency* (2004) 116 Cal.App.4th at 1109; *San Franciscans Upholding the Downtown Plan v. City and County of San Francisco* (2002) 102 Cal.App.4th 656.

Santa Barbara County
Air Pollution Control District

Our Vision  Clean Air

August 2, 2011

Jackie Campbell
City of Carpinteria
Community Development Department
5775 Carpinteria Ave
Carpinteria, CA 93013

AUG 04 701

Re: **APCD Comments on Negative Declaration for the Housing Element Update, 09-1508-GPA**

Dear Ms. Campbell:

The Air Pollution Control District (APCD) has reviewed the Draft Negative Declaration (ND) for an update to the City of Carpinteria's 2004 Housing Element for the 2009-2014 planning period. The proposed Housing Element Update (HEU) provides programs, policies, and actions that together evidence the ability to meet the City's regional fair share of housing needs for the planning period 2009-2014. The City's share of regional housing needs for 2009-2014 is 305 housing units. All capacity for the development of the City's share of the regional housing need can be accommodated on existing properties within the City's urban area under existing zoning and land use designations. The City of Carpinteria is located in southern Santa Barbara County along the coast and adjacent to the Santa Ynez Mountains.

Air Pollution Control District staff has reviewed the Draft ND and concludes that the approval of the HEU is consistent with the growth assumptions in the 2010 Clean Air Plan (CAP). APCD staff offers the following comment on the Draft ND:

1. **Section 3, Air Quality and Section 7, Greenhouse Gas Emissions, Pages 8 and 13:**

- The first paragraph on page 8 refers to "the Clean Air Plan". Please revise the text to be more specific as to which APCD Clean Air Plan is being referenced.
- The first paragraph on page 13 refers to APCD's 2007 Clean Air Plan. It should be noted that APCD has a more recent Board-adopted CAP, the 2010 Clean Air Plan. Please revise the text as necessary.

If you have any questions regarding these comments, please feel free to contact me at (805) 961-8890 or via email at cvw@sbcapcd.org.

Sincerely,



Carly Wilburton,
Air Quality Specialist
Technology and Environmental Assessment Division

cc: TEA Chron File

Terence E. Dressler • Air Pollution Control Officer

260 North San Antonio Road, Suite A • Santa Barbara, CA 93110 • www.sbcapcd.org • 805.961.8800 • 805.961.8801 (fax)



City of Carpinteria

COUNCIL AGENDA STAFF REPORT June 27, 2016

ITEM FOR COUNCIL CONSIDERATION

Second reading of Ordinance No. 669, amending the City's Local Coastal Program, specifically consisting of amendments to the City's Zoning Map and Land Use Map. Ordinance No. 669 amends the zoning designation of 37 properties and the land use designation of four properties to achieve vertical consistency between zoning and General Plan/Coastal Plan designations; and

Adoption of Resolution No. 5675, acknowledging receipt of, and accepting, the California Coastal Commission's approval of LCP Amendment LCP-4-CPN-14-0832-1 Part A (Consistency Zoning and Land Use Maps Amendments, Project 14-1711-RZ/GPA/LCPA), and directing the City Manager to transmit this Resolution to the Coastal Commission Executive Director.

STAFF RECOMMENDATION

Action Item X ; Non-Action Item

Adopt Ordinance No. 669 (second reading); and

Approve Resolution No. 5675.

Motion:

1. I move to approve and adopt Ordinance No. 669 (second reading), as read by title only.
2. I move to approve Resolution No. 5675, as read by title only.

BACKGROUND

In April 2003, the City of Carpinteria finalized and adopted its current General Plan and Coastal Land Use Plan (GP/LUP). The 2003 update to the GP/LUP included

amendments to the City's Land Use Element and Land Use Map to guide the establishment of future land uses throughout the City.

The Zoning Code, which includes the Zoning Map, is the primary implementation program of the GP/LUP, refining the General Plan/Coastal Plan's broad policy statements into specific development standards and regulations for each zone district. The respective zone districts correspond to one or more of the more broadly defined land use categories identified in the Land Use Element and Land Use Map.

The City has the legal responsibility to ensure that the General Plan Land Use designations and City zoning designations are consistent (pursuant to Government Code §65860). This strategy is sometimes referred to as "vertical consistency." The intent is to create zone districts throughout the City that accurately reflect and implement the land use categories and Land Use Map of the General Plan/LUP.

Beginning in 2014, the City began efforts to identify parcels that lacked vertical consistency between their respective land use and zoning designations, and determine what the appropriate designation(s) would be to gain vertical consistency. In September 2014, after receiving a recommendation for approval from the City's Planning Commission, the City Council approved the first reading of Ordinance No. 669, amending the City's Zoning and Land Use Maps (Attachment B).

Due to both the Zoning Map and Land Use Map being part of the City's certified Local Coastal Program (LCP), the identified Map amendments required approval and certification by the California Coastal Commission before said amendments can take effect. The City submitted its request for the subject LCP amendments to the Coastal Commission shortly after the Council's approval in September 2014. The application was deemed complete by the Commission staff in February 2015, and approved by the Commission as submitted, at their April 15, 2016 hearing.

DISCUSSION

The Coastal Commission's acceptance and approval of Ordinance No. 669 is contingent upon completion of several steps (see Attachment A). Once completed, Ordinance No. 669 will become effective.

- a) Within six months of the Commission's certification, the City must (1) acknowledge receipt of the Commission's resolution of certification, including any modifications suggested for final certification; (2) accept and agree to any such modifications; and (3) agree to issue Coastal Development Permits for the total area included in the certified Local Coastal Program;
- b) The Executive Director of the Commission must determine in writing that the City's action and notification procedures are legally adequate to satisfy the specific requirements of the CCC's certification order;

- c) The Executive Director reports that determination to the Commission and the Commission does not object to the Executive Director's determination; and
- d) Notice of the certification is filed with the Secretary of the California Natural Resources Agency for posting and inspection.

Approval on second reading of Ordinance No. 669 and adoption of Resolution No. 5675 (Attachment C) addresses the required determinations and actions identified in item (a) above, and transmittal of the Resolution to the Commission's Executive Director will conclude the City's part of the process that remains.

Ordinance No. 669 will become effective upon the later of: a) thirty (30) days following the second reading of Ordinance No. 669 by the City Council; or (b) immediately following notice of the certification being filed with the Secretary of the California Natural Resources Agency.

POLICY CONSISTENCY

Approval of the identified Land Use and Zoning Map amendments has previously been found by the City Council and California Coastal Commission to be consistent with the City's General Plan/Coastal Land Use Plan and the applicable provisions of the California Coastal Act.

Specifically, it was found the subject map amendments, once finalized, would implement the following GP/LUP Land Use Element objectives and policies:

Objective LU-1: *Establish the basis for orderly, well planned urban development while protecting coastal resources and providing for greater access and recreational opportunities.*

Objective LU-3: *Preserve the small beach town character of the built environment of Carpinteria, encouraging compatible revitalization and avoiding sprawl development at the City's edge.*

Policy LU-3j: *Ensure that the Zoning Ordinance contains applicable zoning districts to provide consistent implementation of the Land Use categories.*

Achieving vertical consistency between the Land Use Map and Zoning Map is also consistent with the applicable provisions of the California Government Code (§65860).

FINANCIAL CONSIDERATIONS

All staff costs associated with processing this Local Coastal Program Amendment have been paid out of the General Fund.

Staff does not anticipate any immediate fiscal impact from adoption of the proposed Ordinance. Implementation of the Ordinance may lead to future permit requests that

require staff time to review, however, these costs are recoverable through the collection of normal development fees/charges.

LEGAL

The process for amending the Zoning Code, of which the Zoning Map is part, is explained in §65853 and 65854 through 65857 of the Government Code. The process for amending the City's Local Coastal Program is explained in Title 14, Division 5.5 (California Coastal Commission Regulations) of the California Code of Regulations.

This LCP Amendment will become effective after the Coastal Commission Executive Director receives the attached Resolution, determines that the City has correctly followed all procedures, and notification of the Commission's certification has been filed with the Secretary of the California Natural Resources Agency.

OPTIONS

1. Adopt Ordinance No. 669 (second reading) and approve Resolution No. 5675. (Staff Recommendation)
2. Direct staff to modify the proposed Ordinance pursuant to discussion at the hearing. Significant modifications should be redirected to the Planning Commission for further consideration. Any modifications to the Ordinance would require a new amendment to the City's Local Coastal Program to be submitted to the Coastal Commission.
3. Reject Resolution No. 5675 and Ordinance No. 669. Failure to adopt one or both of these items would result in the expiration of the Coastal Commission's LCPA approval. Existing zoning and land use designations would remain in effect.

PRINCIPAL PARTIES EXPECTED AT MEETING

Affected property owners and neighboring residents

ATTACHMENTS

Attachment A: Coastal Commission Action letter dated April 26, 2016 and Resolution of Certification dated March 24, 2016

Attachment B: Ordinance No. 669 with Exhibits

Attachment C: Resolution No. 5675 with Exhibits

Staff contact: Nick Bobroff, Senior Planner
(805) 755-4407 / nickb@ci.carpinteria.ca.us


Signature

Reviewed by: Steve Goggia
Community Development Director


Signature

Reviewed by: Dave Durflinger, City Manager


Signature

ATTACHMENT A

California Coastal Commission Action Letter, dated April 26, 2016
and
Resolution of Certification, excerpt from California Coastal Commission staff report
dated March 24, 2016

CALIFORNIA COASTAL COMMISSION

SOUTH CENTRAL COAST AREA
89 SOUTH CALIFORNIA ST., SUITE 200
VENTURA, CA 93001
(805) 585-1800



APR 29 2016

April 26, 2016

Steve Goggia
City of Carpinteria
5775 Carpinteria Avenue
Carpinteria, CA 93013-2697

**RE: City of Carpinteria Local Coastal Program Amendment No. LCP-4-CPN-14-0832-1
Part A and Part B**

Dear Mr. Goggia:

On April 15, 2016, the Coastal Commission approved Local Coastal Program Amendment No. LCP-4-CPN-14-0832-1 Part A as submitted and Part B with suggested modifications. The Commission's resolutions of certification are contained in the staff reports dated March 24, 2016. The suggested modifications for Part B, as approved by the Commission on April 15, 2016, are attached to this correspondence.

Section 13544 of the Commission's Administrative Regulations requires that after certification the Executive Director of the Commission shall transmit copies of the resolution of certification and any suggested modifications and findings to the governing authority, and any interested persons or agencies. Further, the certification shall not be deemed final and effective until all of the following occur:

- (a) The local government with jurisdiction over the area governed by the Local Coastal Program, by action of its governing body: (1) acknowledges receipt of the Commission's resolution of certification, including any terms or modifications suggested for final certification; (2) accepts and agrees to any such terms and modifications and takes whatever formal action is required to satisfy the terms and modifications; and (3) agrees to issue coastal development permits for the total area included in the certified Local Coastal Program. Unless the local government takes the action described above the Commission's certification with suggested modifications *shall expire six months* from the date of the Commission's action.
- (b) The Executive Director of the Commission determines in writing that the local government's action and the notification procedures for appealable development required pursuant to Article 17, Section 2 are legally adequate to satisfy any specific requirements set forth in the Commission's certification order.
- (c) The Executive Director reports the determination to the Commission at its next regularly scheduled public meeting and the Commission does not object to the Executive Director's determination. If a majority of the Commissioners present object to the Executive Director's determination and find that the local government action does not conform to the provisions of the Commission's action to certify the Local Coastal Program Amendment, the Commission shall review the local

City of Carpinteria LCP-4-CL-14-0832-1 Part A and B

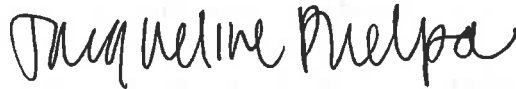
government's action and notification procedures pursuant to Articles 9-12 as if it were a resubmittal.

- (d) Notice of the certification of the Local Coastal Program Amendment shall be filed with the Secretary of Resources Agency for posting and inspection as provided in Public Resources Code Section 21080.5(d)(2)(v).

Should you have any questions regarding this matter, please contact Jacqueline Phelps in our Ventura office. The Commission and staff greatly appreciate the County's consideration of this matter.

Authorized on behalf of the California Coastal Commission by:

John Ainsworth
Acting Executive Director

A handwritten signature in black ink that reads "Jacqueline Phelps". The signature is written in a cursive, flowing style.

By: Jacqueline Phelps
Coastal Program Analyst

CALIFORNIA COASTAL COMMISSION

SOUTH CENTRAL COAST AREA
89 SOUTH CALIFORNIA ST., SUITE 200
VENTURA, CA 93001
(805) 585-1800

**F17a**

DATE: March 24, 2016

TO: Commissioners and Interested Persons

FROM: Steve Hudson, Deputy Director
Barbara Carey, District Manager
Jacqueline Phelps, Coastal Program Analyst

SUBJECT: City of Carpinteria Local Coastal Program Amendment No. LCP-4-CPN-14-0832-1-Part A for Public Hearing and Commission Action at the April 15, 2016 Commission Meeting in Santa Rosa.

DESCRIPTION OF THE SUBMITTAL

The City of Carpinteria ("City") is requesting an amendment to the Land Use Plan (LUP) and Implementation Plan (IP) components of its certified Local Coastal Program (LCP) to modify the land use designation of four properties, and to modify the zoning designation of 37 properties.

The City of Carpinteria submitted Local Coastal Program Amendment LCP-4-CPN-14-0832-1-Part A to the Commission on September 26, 2014. After the submittal of additional information requested by Commission staff, the amendment proposal was deemed complete and filed on February 10, 2015. At the April 17, 2015 hearing, the Commission granted a one year time extension to act on the subject amendment pursuant to Coastal Act Section 30517 and California Code of Regulations, Title 14, Section 13535(c).

SUMMARY OF STAFF RECOMMENDATION

Commission staff recommends that the Commission approve the proposed City of Carpinteria LCP Amendment No. LCP-4-CPN-14-0832-1-Part A as submitted. The motions to accomplish this recommendation are found on **Page 4** of this staff report.

The City of Carpinteria is requesting an amendment to the Land Use Plan (LUP) and Implementation Plan (IP) component of its certified Local Coastal Program (LCP) to modify the land use designation of four properties, and to modify the zoning designation of 37 properties. The proposed land use designation modifications do not conflict with Coastal Act policies regarding priority land uses, public access, or coastal resource protection. Thus, as proposed, the land use designation modifications meet the requirements of, and are in conformity with, the Chapter 3 policies of the Coastal Act. Furthermore, as proposed, the zoning designation modifications conform with and adequate to carry out the certified LUP.

Additional Information: For further information, please contact Jacqueline Phelps at the South Central Coast District Office of the Coastal Commission at (805) 585-1800. The proposed amendment to the City of Carpinteria Local Coastal Program (LCP) is available for review at the Ventura Office of the Coastal Commission.
--

I. PROCEDURAL ISSUES

A. STANDARD OF REVIEW

The Coastal Act provides:

The commission shall certify a land use plan, or any amendments thereto, if it finds that a land use plan meets the requirements of, and is in conformity with, the policies of Chapter 3 (commencing with Section 30200)... ” (Section 30512(c))

The Coastal Act further provides:

The local government shall submit to the Commission the zoning ordinances, zoning district maps, and, where necessary, other implementing actions that are required pursuant to this chapter...

...The Commission may only reject ordinances, zoning district maps, or other implementing action on the grounds that they do not conform with, or are inadequate to carry out, the provisions of the certified land use plan. If the Commission rejects the zoning ordinances, zoning district maps, or other implementing actions, it shall give written notice of the rejection, specifying the provisions of the land use plan with which the rejected zoning ordinances do not conform, or which it finds will not be adequately carried out, together with its reasons for the action taken. (Section 30513)

The Commission may suggest modifications... (Section 30513)

The standard of review that the Commission uses in reviewing the adequacy of the Land Use Plan, as the City is proposing to amend it, is whether the Land Use Plan, as amended, would remain consistent with, and meet the requirements of, the policies of Chapter 3 of the Coastal Act. The standard of review for the proposed amendment to the Implementation Plan of the certified Local Coastal Program, pursuant to Section 30513 and 30514 of the Coastal Act, is whether the Implementation Plan, with the proposed amendment would be in conformance with, and adequate to carry out, the provisions of the Land Use Plan (LUP) portion of the City of Carpinteria’s certified Local Coastal Program, as amended.

B. PUBLIC PARTICIPATION

Section 30503 of the Coastal Act requires public input in preparation, approval, certification and amendment of any LCP. The City held public hearings on the subject amendment request on July 7, 2014, August 4, 2014, and September 8, 2014. The hearings were noticed to the public consistent with Sections 13551 and 13552 of Title 14 of the California Code of Regulations. Notice of the subject amendment has been distributed to all known interested parties.

C. PROCEDURAL REQUIREMENTS

Pursuant to Section 13551 (b) of Title 14 of the California Code of Regulations, the City resolution for submittal may specify that a Local Coastal Program Amendment will either require formal local government adoption after the Commission approval, or that it is an amendment that will take effect automatically upon the Commission's approval pursuant to Public Resources Code Sections 30512, 30513, and 30519. City of Carpinteria Resolution No. 5547 and Ordinance 669, state that the Land Use Plan and Implementation Plan Amendment must return to the City for City Council action, prior to final certification.

II. STAFF RECOMMENDATION, MOTION, & RESOLUTION ON THE LAND USE PLAN AMENDMENT

Following public hearing, staff recommends the Commission adopt the following resolution and findings. The appropriate motion to introduce the resolution and a staff recommendation is provided prior to the resolution.

A. APPROVAL OF THE LAND USE PLAN AMENDMENT AS SUBMITTED

Motion:

I move that the Commission certify Land Use Plan Amendment LCP-4-CPN-14-0832-1-Part A as submitted by the City of Carpinteria.

Staff recommends a YES vote. Passage of the motion will result in certification of the land use plan as submitted and adoption of the following resolution and findings. The motion passes only by an affirmative vote of a majority of the appointed Commissioners.

Resolution:

The Commission hereby certifies the Land Use Plan Amendment LCP-4-CPN-14-0832-1-Part A as submitted by the City of Carpinteria and adopts the findings set forth below on the grounds that the amendment conforms with the policies of Chapter 3 of the Coastal Act. Certification of the Land Use Plan amendment complies with the California Environmental Quality Act because either 1) feasible mitigation measures and/or alternatives have been incorporated to substantially lessen any significant adverse effects of the plan on the environment, or 2) there are no further feasible alternatives or mitigation measures which could substantially lessen any significant adverse impact which the Land Use Plan Amendment may have on the environment.

III. STAFF RECOMMENDATION, MOTION, & RESOLUTION ON THE IMPLEMENTATION PLAN AMENDMENT

Following public hearing, staff recommends the Commission adopt the following resolution and findings. The appropriate motion to introduce the resolution and a staff recommendation is provided prior to the resolution.

A. APPROVAL OF THE IMPLEMENTATION PLAN AMENDMENT AS SUBMITTED

Motion:

I move that the Commission reject Implementation Plan Amendment LCP-4-CPN-14-0832-1-Part A for the City of Carpinteria as submitted.

Staff recommends a **NO** vote. Passage of this motion will result in certification of the Implementation Plan amendment LCP-4-CPN-14-0832-1-Part A as submitted and the adoption of the following resolution and findings. The motion passes only by an affirmative vote of a majority of the Commissioners present.

Resolution:

The Commission hereby certifies the Implementation Program for the City of Carpinteria Implementation Plan Amendment LCP-4-CPN-14-0832-1-Part A as submitted and adopts the findings set forth below on grounds that the Implementation Program conforms with, and is adequate to carry out, the provisions of the certified Land Use Plan, and certification of the Implementation Program will meet the requirements of the California Environmental Quality Act, because either 1) feasible mitigation measures and/or alternatives have been incorporated to substantially lessen any significant adverse effects of the Implementation Program on the environment, or 2) there are no further feasible alternatives or mitigation measures that would substantially lessen any significant adverse impacts on the environment that will result from certification of the Implementation Program.

IV. FINDINGS FOR APPROVAL OF THE LAND USE PLAN AMENDMENT AND IMPLEMENTATION PLAN AMENDMENT AS SUBMITTED

The following findings support the Commission's approval of the proposed Land Use Plan and Implementation Plan Amendment as submitted. The Commission hereby finds and declares as follows:

A. AMENDMENT DESCRIPTION AND BACKGROUND

The City of Carpinteria ("City") is requesting to amend to the Land Use Plan (LUP) and Implementation Plan (IP) components of its certified Local Coastal Program (LCP) to modify the land use designation of four parcels and to modify the zoning designation of 37 parcels. These proposed changes are described in further detail below.

Land Use Designation Modifications

The City proposes to modify the land use designation of four parcels, as described in the chart below:

Assessor's Parcel No.	Existing Land Use Designation	Proposed Land Use Designation
001-180-062 (Farmer Parcel)	Research Development Industrial (RDI)	Open Space/Recreation (OSR)
001-253-007 (Carpinteria Creek)	Low Density Residential (LDR)	Open Space/Recreation (OSR)
003-191-004 (1053 Vallecito Rd)	Visitor-serving Commercial (VC)	Medium Density Residential (MDR)
003-101-020 (4424 Via Real)	Low Density Residential (LDR)	Public Facility (PF)

Zoning Designation Modifications

The City proposes to modify the zoning designation of 37 parcels, as described in the chart below:

Assessor's Parcel No.	Existing Zone Designation	Proposed Zone Designation
001-180-062 (Farmer Parcel)	Planned Unit Development (PUD)	Recreation (REC)
001-170-012 (5905 Carpinteria Ave)	Planned Unit Development (PUD)	Recreation (REC)
001-180-049 (5905 Carpinteria Ave)	Planned Unit Development (PUD)	Recreation (REC)
001-180-071 (5905 Carpinteria Ave)	Planned Unit Development (PUD)	Recreation (REC)
001-180-072 (5905 Carpinteria Ave)	Planned Unit Development (PUD)	Recreation (REC)
003-292-018 (954 Concha Loma Dr)	Planned Residential Development (PRD-20)	Single Family Residential (6-R-1)
001-070-022 (Carpinteria Creek)	Mobile Home Park (MHP)	Recreation (REC)
001-070-064 (Carpinteria Creek)	Mobile Home Park (MHP)	Recreation (REC)
001-253-007 (Carpinteria Creek)	Single Family Residential (8-R-1)	Recreation (REC)
001-070-055 (Carpinteria Creek)	Commercial Planned Development (CPD)	Recreation (REC)
003-333-005 (5400 Sixth Street)	Industrial (M)	Single Family Residential (6-R-1)
003-332-015 (5300 Sixth Street)	Industrial (M)	Community Facility (CF)
003-325-007 (600 block Olive Ave)	Industrial (M)	Single Family Residential (6-R-1)

003-360-014 (500 block of Olive Ave)	Industrial (M)	Planned Residential Development (PRD-10)
003-360-015 (500 block of Olive Ave)	Industrial (M)	Planned Residential Development (PRD-10)
003-360-017 (500 block of Olive Ave)	Commercial Planned Development (CPD)	Planned Residential Development (PRD-10)
003-370-012 (5361 Sixth Street)	Industrial (M)	Community Facility (CF)
503-370-001 (5451 Sixth Street)	Industrial (M)	Community Facility (CF)
503-370-002 (5451 Sixth Street)	Industrial (M)	Community Facility (CF)
503-370-003 (5451 Sixth Street)	Industrial (M)	Community Facility (CF)
503-370-005 (5451 Sixth Street)	Industrial (M)	Community Facility (CF)
003-370-003 (Carpinteria State Beach)	Commercial Planned Development (CPD)	Recreation (REC)
003-510-002 (Carpinteria State Beach)	Commercial Planned Development (CPD)	Recreation (REC)
004-105-024 (Carpinteria State Beach)	Commercial Planned Development (CPD)	Recreation (REC)
004-105-025 (Carpinteria State Beach)	Commercial Planned Development (CPD)	Recreation (REC)
004-105-016 (City-owned railroad corridor)	Commercial Planned Development (CPD)	Recreation (REC)
004-105-026 (City-owned railroad corridor)	Commercial Planned Development (CPD)	Recreation (REC)
004-105-028 (City-owned railroad corridor)	Commercial Planned Development (CPD)	Recreation (REC)
004-047-015 (873 Walnut Ave)	Planned Residential Development (PRD-20)	Community Facility (CF)
003-191-005 (1071 Vallecito Road)	Single Family Residential (7-R-1)	Community Facility (CF)
003-590-032 (1310 Dahlia Court)	Single Family Residential (7-R-1)	Planned Residential Development (PRD-20)
003-590-033 (1320 Dahlia Court)	Single Family Residential (7-R-1)	Planned Residential Development (PRD-20)
003-590-045 (4545 Aragon Drive)	Single Family Residential (7-R-1)	Planned Residential Development (PRD-20)
003-590-046 4535 (Aragon Drive)	Single Family Residential (7-R-1)	Planned Residential Development (PRD-20)
003-590-047 (4525 Aragon Drive)	Single Family Residential (7-R-1)	Planned Residential Development (PRD-20)

003-590-048 (4515 Aragon Drive)	Single Family Residential (7-R-1)	Planned Residential Development (PRD-20)
003-590-049 (4505 Aragon Drive)	Single Family Residential (7-R-1)	Planned Residential Development (PRD-20)

Background

The City submitted Local Coastal Program Amendment LCP-4-CPN-14-0832-1-Part A to the Commission on September 26, 2014. After the submittal of additional information requested by Commission staff, the amendment proposal was deemed complete and filed on February 10, 2015. At the April 17, 2015 hearing, the Commission granted a one year time extension to act on the subject amendment pursuant to Coastal Act Section 30517 and California Code of Regulations, Title 14, Section 13535(c).

B. CONSISTENCY ANALYSIS

Section 30210 of the Coastal Act states:

In carrying out the requirement of Section 4 of Article X of the California Constitution, maximum access, which shall be conspicuously posted, and recreational opportunities shall be provided for all the people consistent with public safety needs and the need to protect public rights, rights of private property owners, and natural resource areas from overuse.

Section 30213 of the Coastal Act states (in relevant part):

Lower cost visitor and recreational facilities shall be protected, encouraged, and, where feasible, provided. Developments providing public recreational opportunities are preferred.

Section 30222 of the Coastal Act states:

The use of private lands suitable for visitor-serving commercial recreational facilities designed to enhance public opportunities for coastal recreation shall have priority over private residential, general industrial, or general commercial development, but not over agriculture or coastal-dependent industry.

Section 30240 of the Coastal Act states:

- (a) Environmentally sensitive habitat areas shall be protected against any significant disruption of habitat values, and only uses dependent on those resources shall be allowed within those areas.*
- (b) Development in areas adjacent to environmentally sensitive habitat areas and parks and recreation areas shall be sited and designed to prevent impacts which would significantly degrade those areas, and shall be compatible with the continuance of those habitat and recreation areas.*

ATTACHMENT B

Ordinance No. 669 with Exhibits

Local Coastal Program Amendment
Zoning and Land Use Map Amendments

ORDINANCE NO. 669

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
CARPINTERIA, AMENDING THE CITY'S OFFICIAL ZONING MAP TO
REZONE CERTAIN PROPERTIES IN THE CITY OF CARPINTERIA TO
CONFORM TO THE GENERAL PLAN AND AMENDING THE CITY'S
GENERAL PLAN/LOCAL COASTAL PLAN LAND USE MAP (FIGURE
LU-1) TO AMEND LAND USE DESIGNATIONS FOR CERTAIN
PROPERTIES IN THE CITY OF CARPINTERIA**

PROJECT 14-1711-RZ/GPA/LCPA

WHEREAS, the Carpinteria City Council has considered an application for a Local Coastal Program Amendment to amend the zoning designation of 37 properties as depicted on the City's Zoning Map and the land use designations of four properties as depicted on the City's Land Use Map to achieve vertical consistency between the Land Use and Zoning Maps; and

WHEREAS, the City reviewed the environmental impacts of the project in accord with the California Environmental Quality Act (Public Resources Code §§ 21000, et seq., "CEQA"), the regulations promulgated thereunder (14 Cal. Code of Regulations §§ 15000, et seq., the "CEQA Guidelines"); and

WHEREAS, pursuant to the California Environmental Quality Act, the California Code of Regulations, and the City of Carpinteria's Environmental Review Guidelines as applicable, the City determined that pursuant to §15162 of the California Environmental Quality Act, no additional environmental review is necessary for the Amendment as the City Council adopted an Environmental Impact Report for the City's 2003 General Plan/Coastal Land Use Plan Update on January 27, 2003 that considered these Amendments and there have been no changes to the scope of the project, the project's potential impacts, or any project mitigation measures/project alternatives; and

WHEREAS, at duly noticed public hearings on July 7, 2014 and August 4, 2014, the Planning Commission considered project 14-1711-RZ/GPA/LCPA and forwarded its recommendation to support the Local Coastal Program Amendment to the City Council; and

WHEREAS, on September 8, 2014, after considering the Planning Commission's recommendation, receiving public comment, due consideration, and discussion among the Council and staff, approved Ordinance No. 669 on first reading and directed the City Manager to submit the LCPA to the California Coastal Commission for certification; and

WHEREAS, in accordance with CEQA, the City Council accepted the previous Environmental Impact Report prepared for the 2003 General Plan/Coastal Land Use Plan Update as adequately addressing the proposed LCPA pursuant to §15162 of the California Environmental Quality Act; and

WHEREAS, the California Coastal Commission determined the City's submittal to be complete on February 10, 2015; and

WHEREAS, on April 15, 2016 the California Coastal Commission considered and approved by unanimous vote Amendment LCP-4-CPN-14-0832-1 Part A to the City's Local Coastal program; and

WHEREAS, the City of Carpinteria, pursuant to its police powers has the authority to enact laws and policies which promote the public health, safety and general welfare of its residents; and

WHEREAS, the City Council has determined, consistent with applicable policies of the General Plan/Coastal Plan that the Zoning Map and Land Use Map amendments are appropriate and this action promotes the public health, safety and welfare.

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

SECTION 1. Following a duly noticed public hearing and upon the recommendation of the Planning Commission, the City of Carpinteria Official Zoning Map, as adopted by Ordinance Number 315 on October 12, 1981, and subsequently amended, is hereby further amended as follows and as shown on the attached Exhibits:

Assessor's Parcel No.	Existing Zone Designation	Proposed Zone Designation
001-180-062 (Farmer Parcel)	Planned Unit Development (PUD)	Recreation (REC)
001-170-012 (5905 Carpinteria Ave)	Planned Unit Development (PUD)	Recreation (REC)
001-180-049 (5905 Carpinteria Ave)	Planned Unit Development (PUD)	Recreation (REC)
001-180-071 (5905 Carpinteria Ave)	Planned Unit Development (PUD)	Recreation (REC)
001-180-072 (5905 Carpinteria Ave)	Planned Unit Development (PUD)	Recreation (REC)
003-292-018 (954 Concha Loma Dr)	Planned Residential Development (PRD-20)	Single Family Residential (6-R-1)
001-070-022 (Carpinteria Creek)	Mobile Home Park (MHP)	Recreation (REC)
001-070-064 (Carpinteria Creek)	Mobile Home Park (MHP)	Recreation (REC)
001-253-007 (Carpinteria Creek)	Single Family Residential (8-R-1)	Recreation (REC)
001-070-055 (Carpinteria Creek)	Commercial Planned Development (CPD)	Recreation (REC)
003-333-005 (5400 Sixth Street)	Industrial (M)	Single Family Residential (6-R-1)
003-332-015 (5300 Sixth Street)	Industrial (M)	Community Facility (CF)

Assessor's Parcel No.	Existing Zone Designation	Proposed Zone Designation
003-325-007 (600 block Olive Ave)	Industrial (M)	Single Family Residential (6-R-1)
003-360-014 (500 block of Olive Ave)	Industrial (M)	Planned Residential Development (PRD-10)
003-360-015 (500 block of Olive Ave)	Industrial (M)	Planned Residential Development (PRD-10)
003-360-017 (500 block of Olive Ave)	Commercial Planned Development (CPD)	Planned Residential Development (PRD-10)
003-370-012 (5361 Sixth Street)	Industrial (M)	Community Facility (CF)
503-370-001 (5451 Sixth Street)	Industrial (M)	Community Facility (CF)
503-370-002 (5451 Sixth Street)	Industrial (M)	Community Facility (CF)
503-370-003 (5451 Sixth Street)	Industrial (M)	Community Facility (CF)
503-370-005 (5451 Sixth Street)	Industrial (M)	Community Facility (CF)
003-370-003 (Carpinteria State Beach)	Commercial Planned Development (CPD)	Recreation (REC)
003-510-002 (Carpinteria State Beach)	Commercial Planned Development (CPD)	Recreation (REC)
004-105-024 (Carpinteria State Beach)	Commercial Planned Development (CPD)	Recreation (REC)
004-105-025 (Carpinteria State Beach)	Commercial Planned Development (CPD)	Recreation (REC)
004-105-016 (City-owned railroad corridor)	Commercial Planned Development (CPD)	Recreation (REC)
004-105-026 (City-owned railroad corridor)	Commercial Planned Development (CPD)	Recreation (REC)
004-105-028 (City-owned railroad corridor)	Commercial Planned Development (CPD)	Recreation (REC)
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003-191-005 (1071 Vallecito Road)	Single Family Residential (7-R-1)	Community Facility (CF)
003-590-032 (1310 Dahlia Court)	Single Family Residential (7-R-1)	Planned Residential Development (PRD-20)
003-590-033 (1320 Dahlia Court)	Single Family Residential (7-R-1)	Planned Residential Development (PRD-20)
003-590-045 (4545 Aragon Drive)	Single Family Residential (7-R-1)	Planned Residential Development (PRD-20)
003-590-046 (4535 Aragon Drive)	Single Family Residential (7-R-1)	Planned Residential Development (PRD-20)

Assessor's Parcel No.	Existing Zone Designation	Proposed Zone Designation
003-590-047 (4525 Aragon Drive)	Single Family Residential (7-R-1)	Planned Residential Development (PRD-20)
003-590-048 (4515 Aragon Drive)	Single Family Residential (7-R-1)	Planned Residential Development (PRD-20)
003-590-049 (4505 Aragon Drive)	Single Family Residential (7-R-1)	Planned Residential Development (PRD-20)

SECTION 2. Following a duly noticed public hearing and upon the recommendation of the Planning Commission, the City of Carpinteria General Plan/Local Coastal Plan Land Use Map (Figure LU-1), as adopted by Resolution 4776 on January 27, 2003, is hereby amended as follows and as shown on the attached Exhibits:

Assessor's Parcel No.	Existing Land Use Designation	Proposed Land Use Designation
001-180-062 (Farmer Parcel)	Research Development Industrial (RDI)	Open Space/Recreation (OSR)
001-253-007 (Carpinteria Creek)	Low Density Residential (LDR)	Open Space/Recreation (OSR)
003-191-004 (1053 Vallecito Rd)	Visitor-serving Commercial (VC)	Medium Density Residential (MDR)
003-101-020 (4424 Via Real)	Low Density Residential (LDR)	Public Facility (PF)

SECTION 3. Within six months following certification as an amendment to the City's Local Coastal Program by the California Coastal Commission, the City Council shall accept such certification by resolution and adopt said Ordinance upon a second reading. Evidence of the local government's acknowledgement and acceptance of the California Coastal Commission's certification of the LCP Amendment by resolution shall be submitted to the Executive Director of the California Coastal Commission. The Executive Director of the California Coastal Commission shall determine in writing that the local government's action and the notification procedures are legally adequate to satisfy the requirements set forth in the Commission's certification order. The Executive Director of the Coastal Commission shall report the determination to the Commission at its next regularly scheduled public meeting and the Commission does not object to the Executive Director's determination. Notice of the Commission's certification of the LCP Amendment shall be filed with the Secretary of the California Natural Resources Agency for posting and inspection as provided in Public Resources Code Section 21080.5(d)(2)(E).

This Ordinance shall be in full force and effect upon the later of: (a) thirty (30) days following the second reading by the City Council; or (b) immediately following notice of the certification being filed with the Secretary of the Resources Agency for posting and inspection as provided in Public Resources Code §21080.5(d)(2)(E). Before the expiration of fifteen (15) days following passage, this Ordinance shall be published once

with the names of the members of the City Council voting for and against the same in the Coastal View News, a newspaper of general circulation, published in the City of Carpinteria.

PASSED, APPROVED AND ADOPTED on this 27th day of June, 2016, by the following vote:

AYES: COUNCILMEMBER(S):

NOES: COUNCILMEMBER(S):

ABSENT: COUNCILMEMBER(S):

ABSTAIN: COUNCILMEMBER(S):

Mayor, City of Carpinteria

ATTEST:

City Clerk, City of Carpinteria

I hereby certify that the foregoing Ordinance was duly and regularly introduced and adopted at a regular meeting of the City Council of the City of Carpinteria held on June 27, 2016.

City Clerk, City of Carpinteria

APPROVED AS TO FORM:

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

ZONING MAP AMENDMENTS

ORDINANCE NO. 669

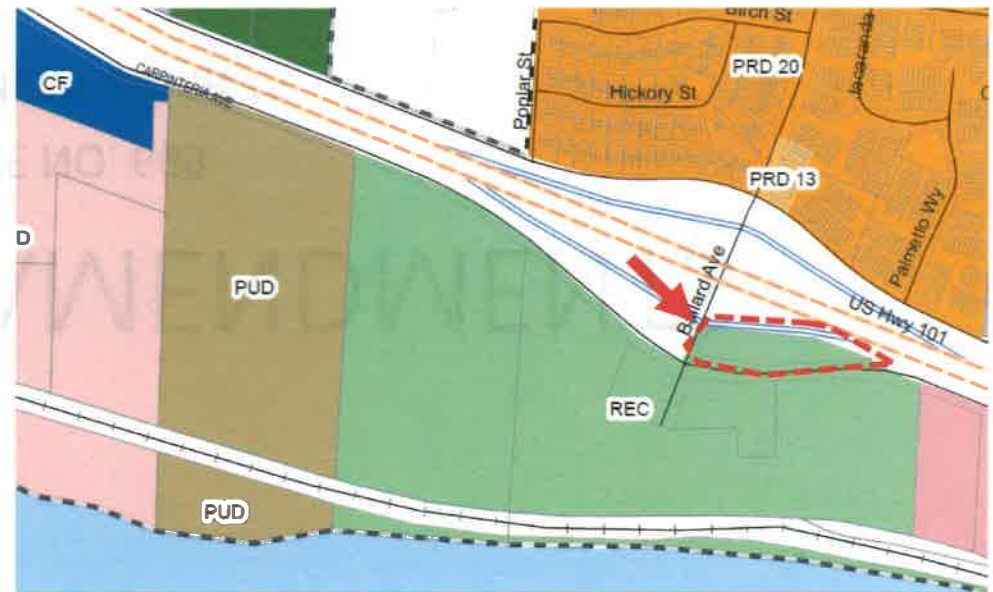
MAP AMENDMENT EXHIBITS

APN 001-180-062 (FARMER PARCEL)

- EXISTING ZONING DESIGNATION: PLANNED UNIT DEVELOPMENT (PUD)
- PROPOSED ZONING DESIGNATION: RECREATION (REC)



EXISTING ZONING MAP



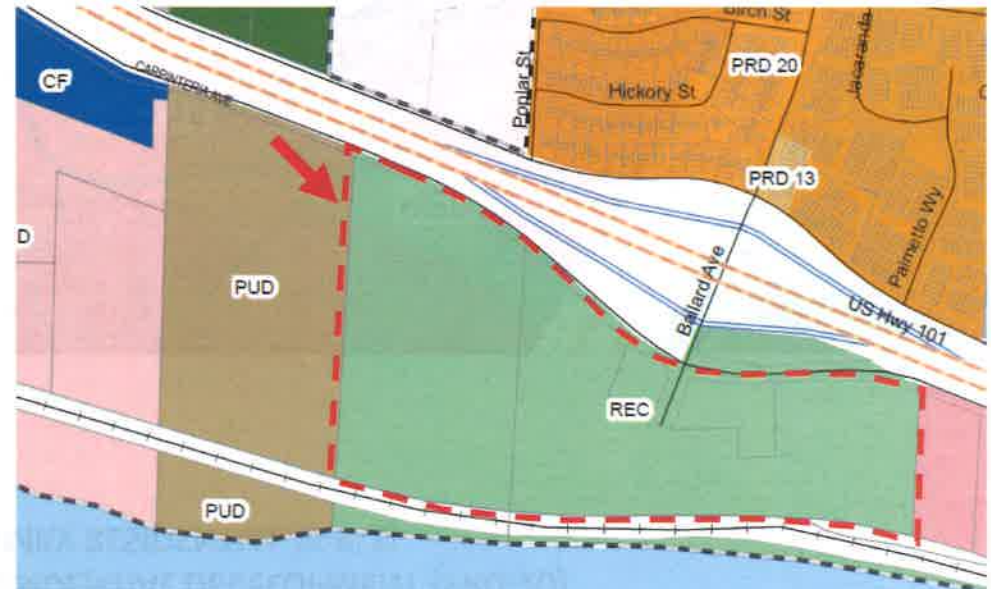
PROPOSED REVISED ZONING MAP

APNs 001-170-012, 001-180-049, 001-180-071, 001-180-072
(5905 CARPINTERIA AVENUE; VIOLA FIELDS & CARPINTERIA BLUFFS NATURE PRESERVE)

- EXISTING ZONING DESIGNATION: PLANNED UNIT DEVELOPMENT (PUD)
- PROPOSED ZONING DESIGNATION: RECREATION (REC)



EXISTING ZONING MAP

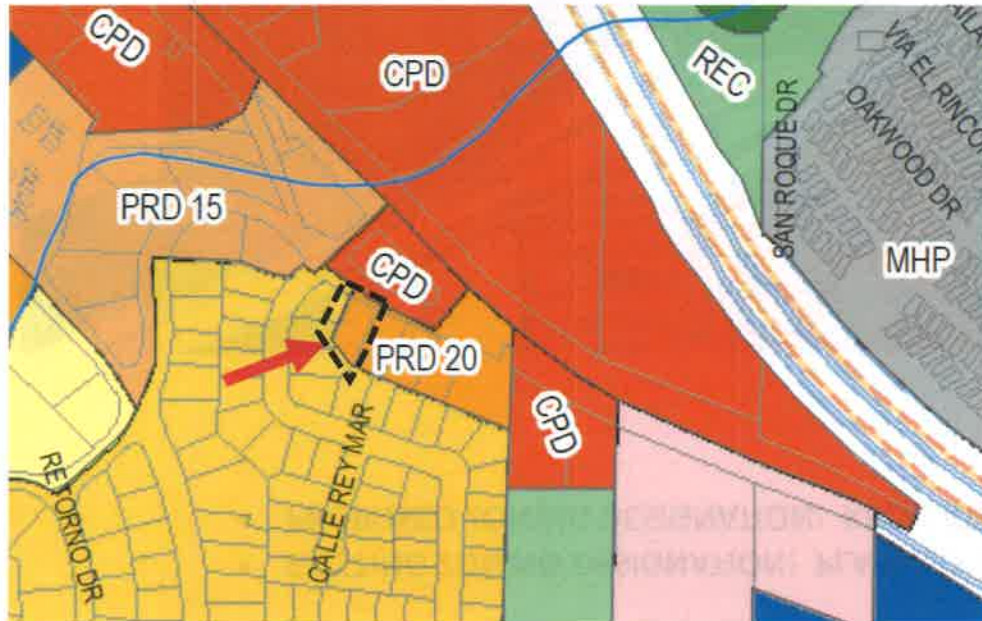


PROPOSED REVISED ZONING MAP

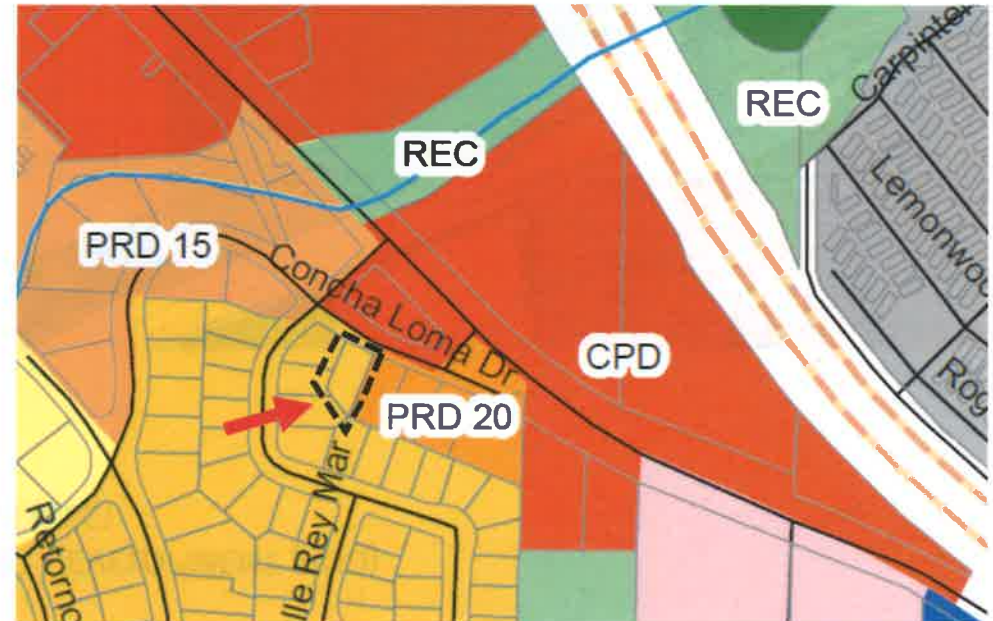
APN 003-292-018 (954 CONCHA LOMA DRIVE)

EXISTING ZONING DESIGNATION: PLANNED RESIDENTIAL DEVELOPMENT (PRD-20)

PROPOSED ZONING DESIGNATION: SINGLE FAMILY RESIDENTIAL (6-R-1)



EXISTING ZONING MAP

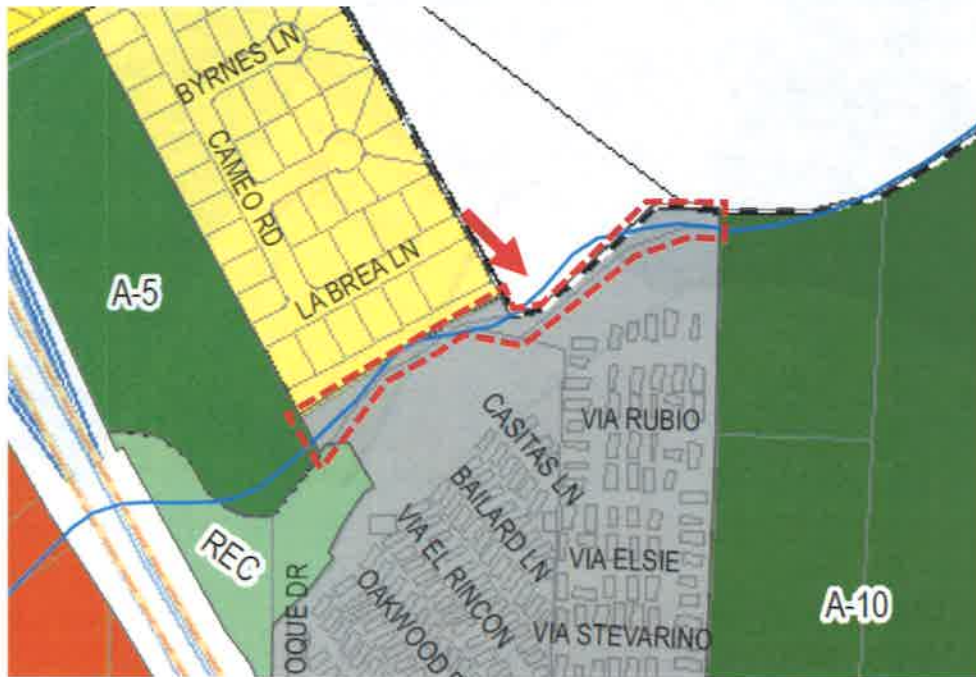


PROPOSED REVISED ZONING MAP

APNs 001-070-022, 001-070-064

(CARPINTERIA CREEK CORRIDOR, ADJACENT TO SAN ROQUE & RANCHO GRANADA MOBILE HOME PARKS)

- EXISTING ZONING DESIGNATION: MOBILE HOME PARK (MHP)
- PROPOSED ZONING DESIGNATION: RECREATION (REC)



EXISTING ZONING MAP



PROPOSED REVISED ZONING MAP

APN 001-253-007 (CARPINTERIA CREEK BUFFER PARCEL)

- EXISTING ZONING DESIGNATION: SINGLE FAMILY RESIDENTIAL (8-R-1)
- PROPOSED ZONING DESIGNATION: RECREATION (REC)



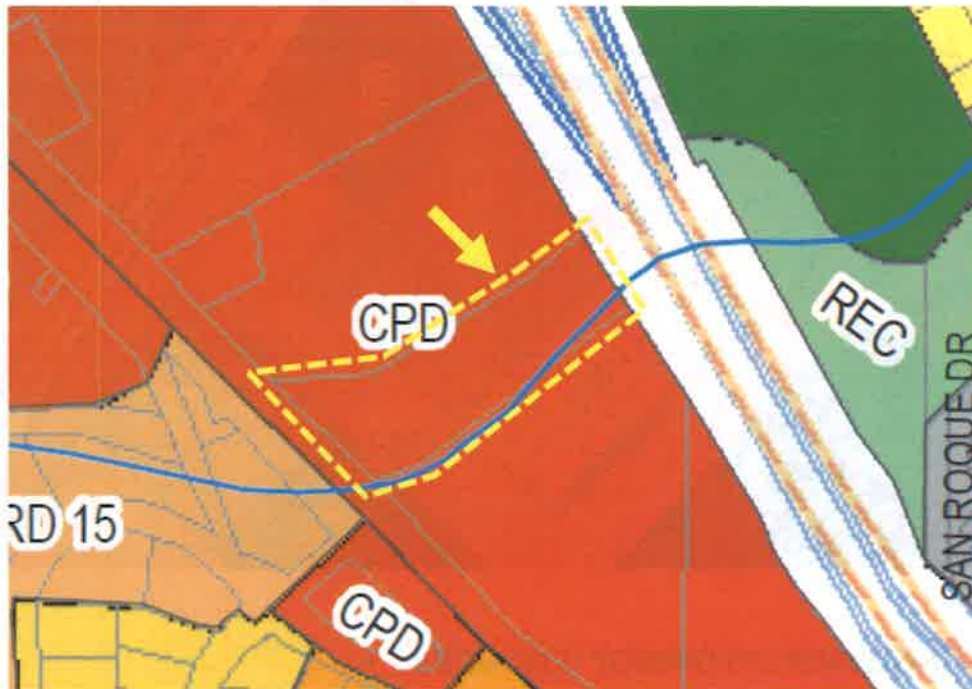
EXISTING ZONING MAP



PROPOSED REVISED ZONING MAP

APN 001-070-055 (CARPINTERIA CREEK BIKE PATH)

- EXISTING ZONING DESIGNATION: COMMERCIAL PLANNED DEVELOPMENT (CPD)
- PROPOSED ZONING DESIGNATION: RECREATION (REC)



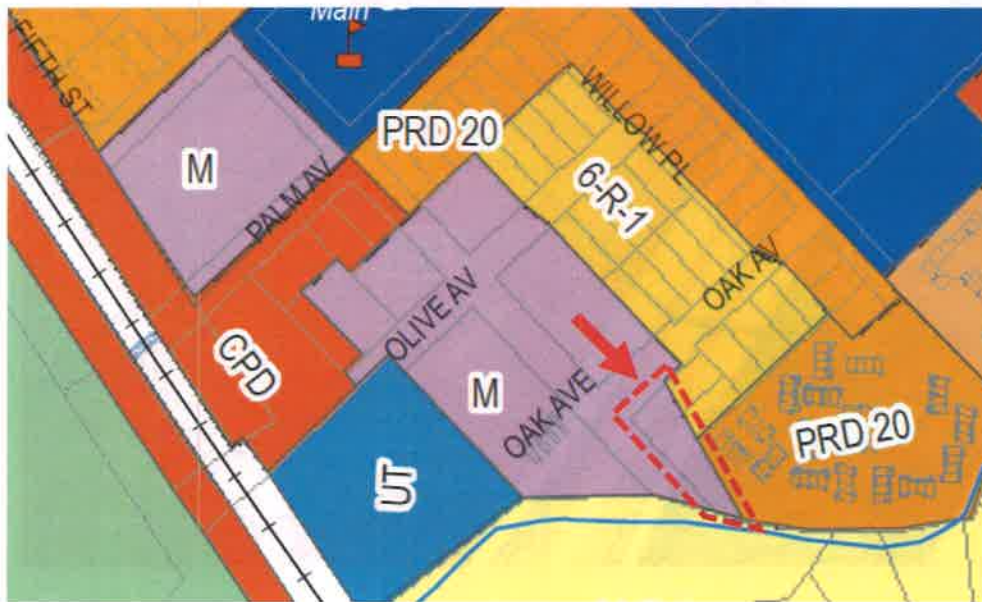
EXISTING ZONING MAP



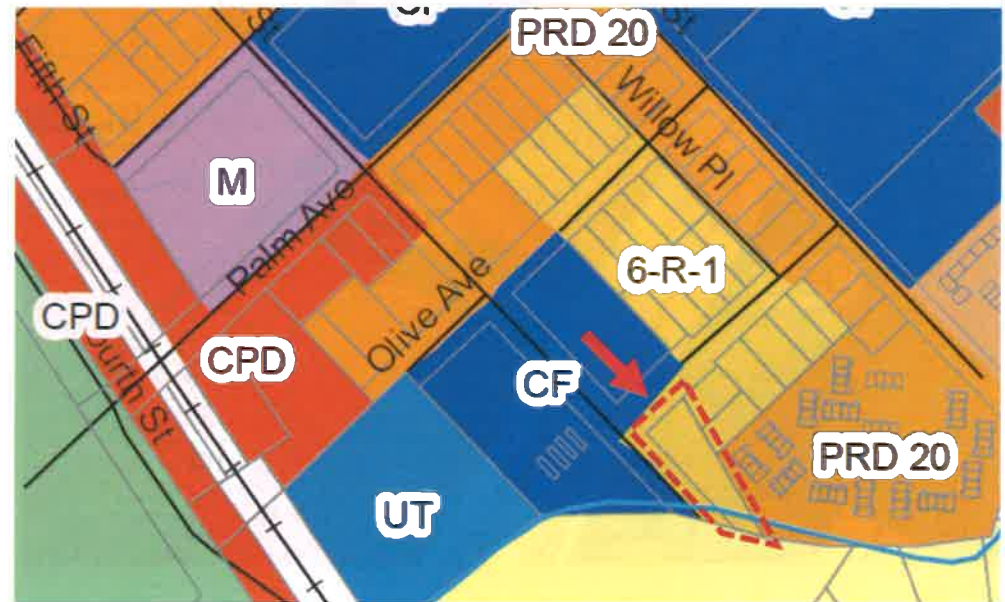
PROPOSED REVISED ZONING MAP

APN 003-333-005 (5400 SIXTH STREET, LOU GRANT PARENT-CHILD WORKSHOP)

- EXISTING ZONING DESIGNATION: INDUSTRIAL (M)
- PROPOSED ZONING DESIGNATION: SINGLE FAMILY RESIDENTIAL (6-R-1)



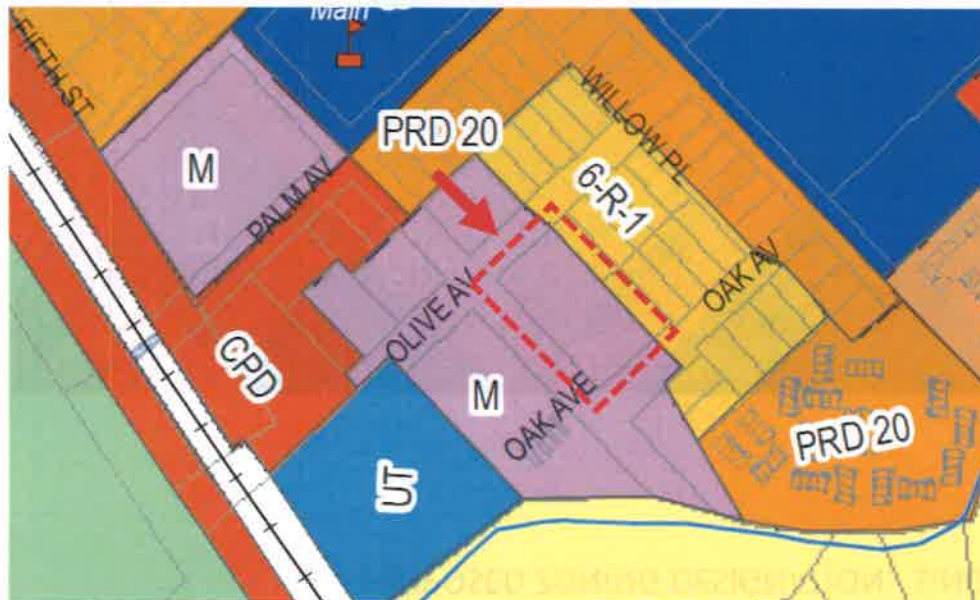
EXISTING ZONING MAP



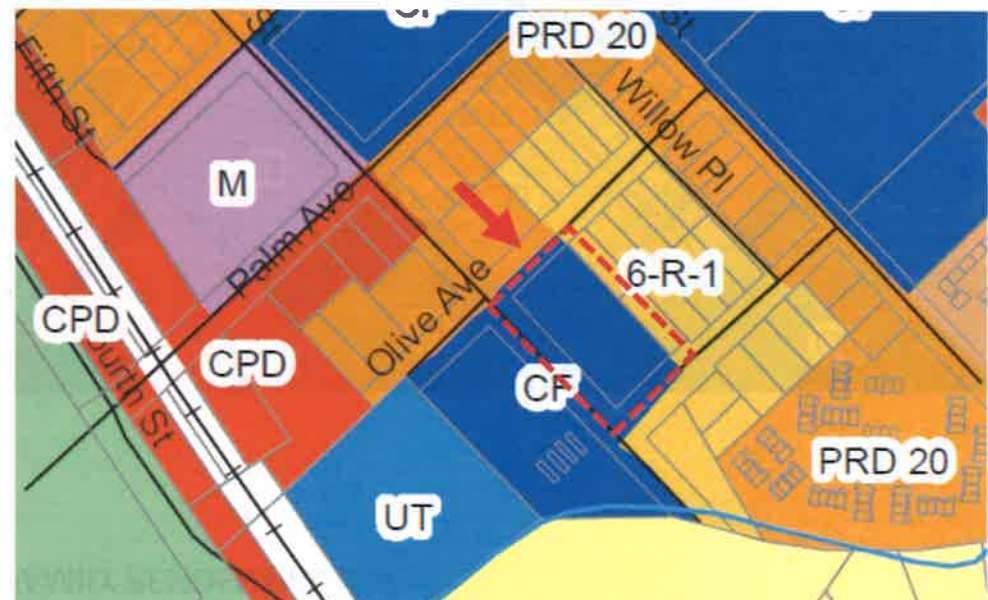
PROPOSED REVISED ZONING MAP

APN 003-332-015 (5300 SIXTH STREET, CARPINTERIA SANITARY DISTRICT)

- EXISTING ZONING DESIGNATION: INDUSTRIAL (M)
- PROPOSED ZONING DESIGNATION: COMMUNITY FACILITY (CF)



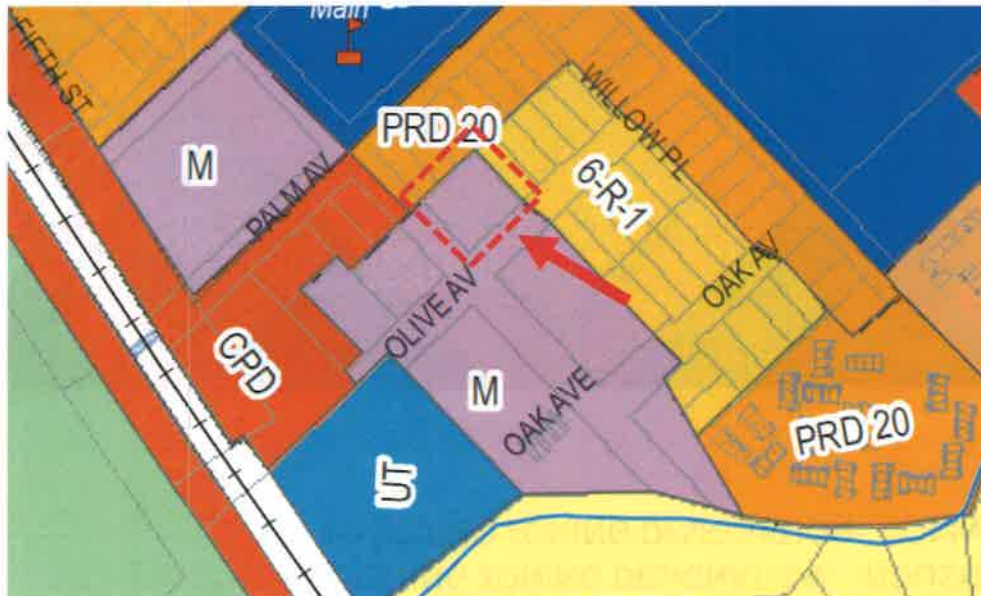
EXISTING ZONING MAP



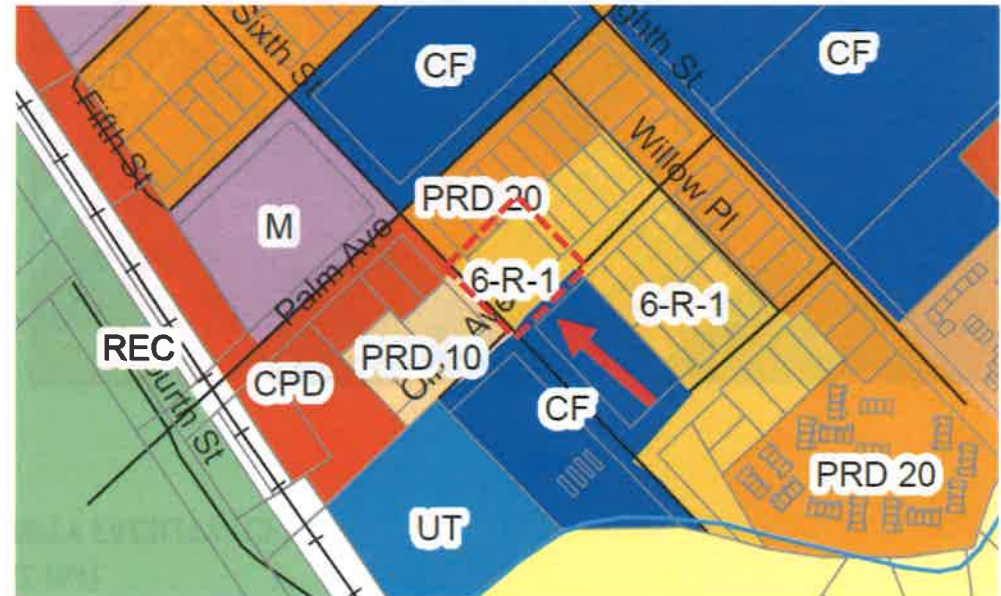
PROPOSED REVISED ZONING MAP

APN 003-325-007 (600 BLOCK OF OLIVE AVE, NORTH OF SIXTH STREET)

- EXISTING ZONING DESIGNATION: INDUSTRIAL (M)
- PROPOSED ZONING DESIGNATION: SINGLE FAMILY RESIDENTIAL (6-R-1)



EXISTING ZONING MAP



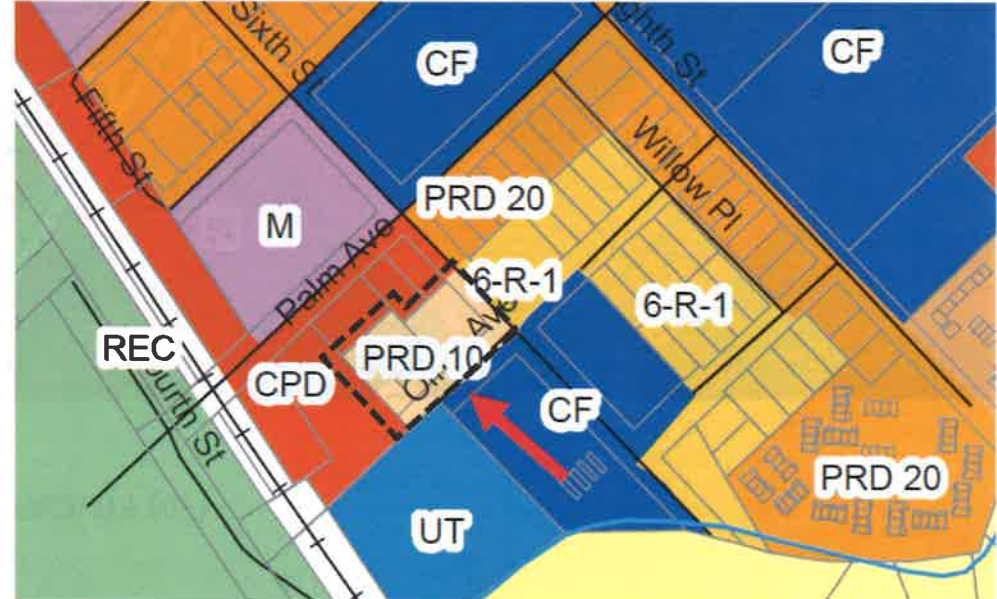
PROPOSED REVISED ZONING MAP

APNs 003-360-014, 003-360-015, 003-360-017 (500 BLOCK OF OLIVE AVENUE, SOUTH OF SIXTH STREET)

- EXISTING ZONING DESIGNATIONS:
 - -014, -015: INDUSTRIAL (M)
 - -017: COMMERCIAL PLANNED DEVELOPMENT (CPD)
- PROPOSED ZONING DESIGNATION: PLANNED RESIDENTIAL DEVELOPMENT (PRD-10)



EXISTING ZONING MAP



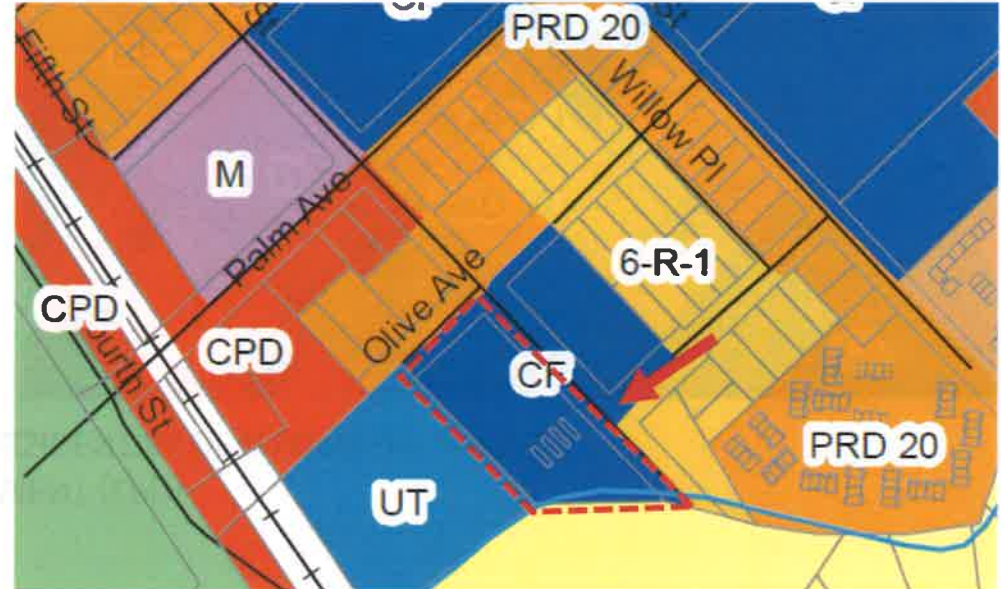
PROPOSED REVISED ZONING MAP

APNs 003-370-012, 503-370-001, 503-370-002, 503-370-003, 503-370-005
(5361 SIXTH STREET & 5451 SIXTH STREET, UNITS A-D; CARPINTERIA STATE BEACH)

- EXISTING ZONING DESIGNATION: INDUSTRIAL (M)
- PROPOSED ZONING DESIGNATION: COMMUNITY FACILITY (CF)



EXISTING ZONING MAP



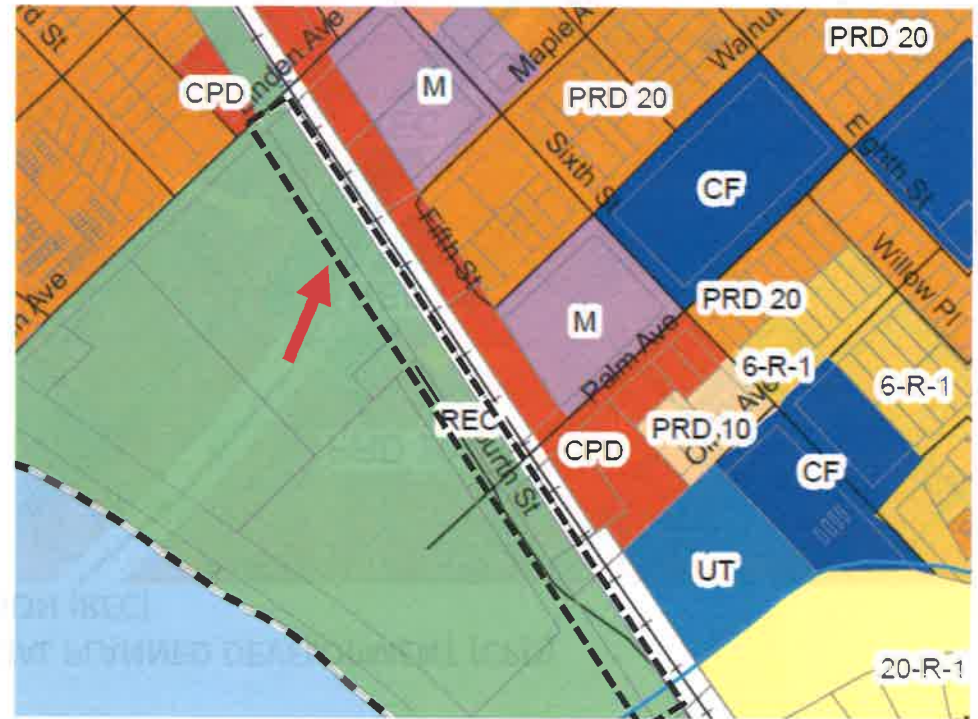
PROPOSED REVISED ZONING MAP

APNs 003-370-003, 003-510-002, 004-105-024, 004-105-025 (CARPINTERIA STATE BEACH)

- EXISTING ZONING DESIGNATION: COMMERCIAL PLANNED DEVELOPMENT (CPD)
- PROPOSED ZONING DESIGNATION: RECREATION (REC)



EXISTING ZONING MAP



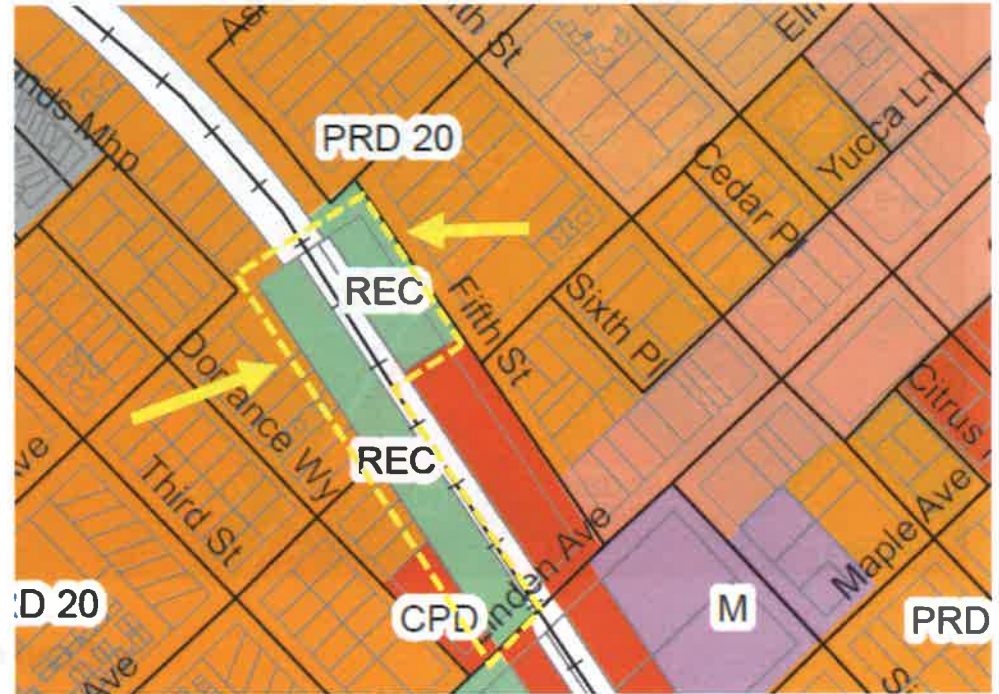
PROPOSED REVISED ZONING MAP

APNs 004-105-016, 004-105-026, 004-105-028 (CITY-OWNED RAILROAD PARCELS, WEST OF LINDEN AVENUE)

- EXISTING ZONING DESIGNATION: COMMERCIAL PLANNED DEVELOPMENT (CPD)
- PROPOSED ZONING DESIGNATION: RECREATION (REC)



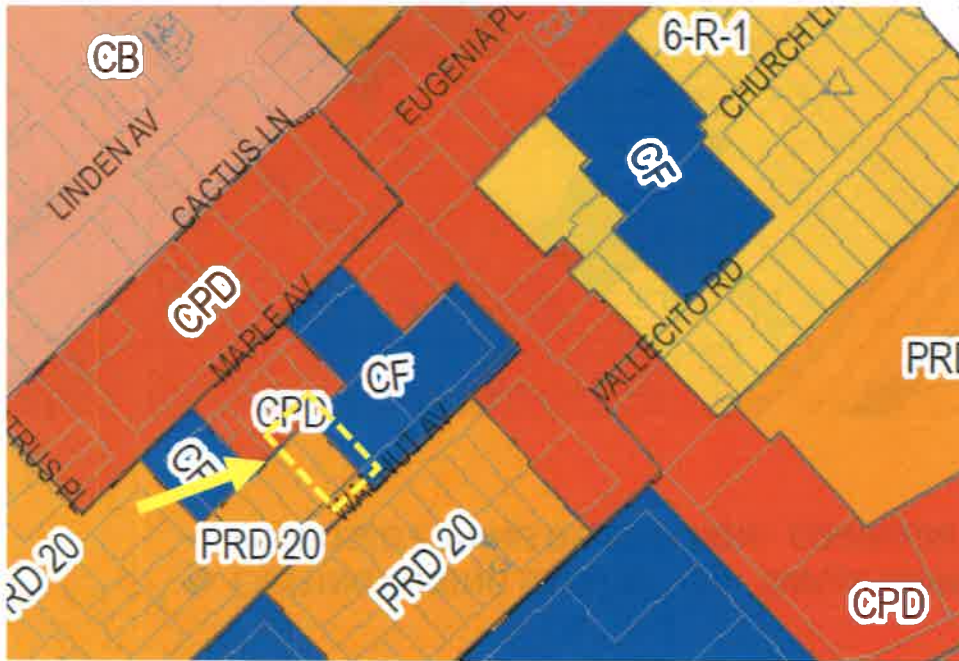
EXISTING ZONING MAP



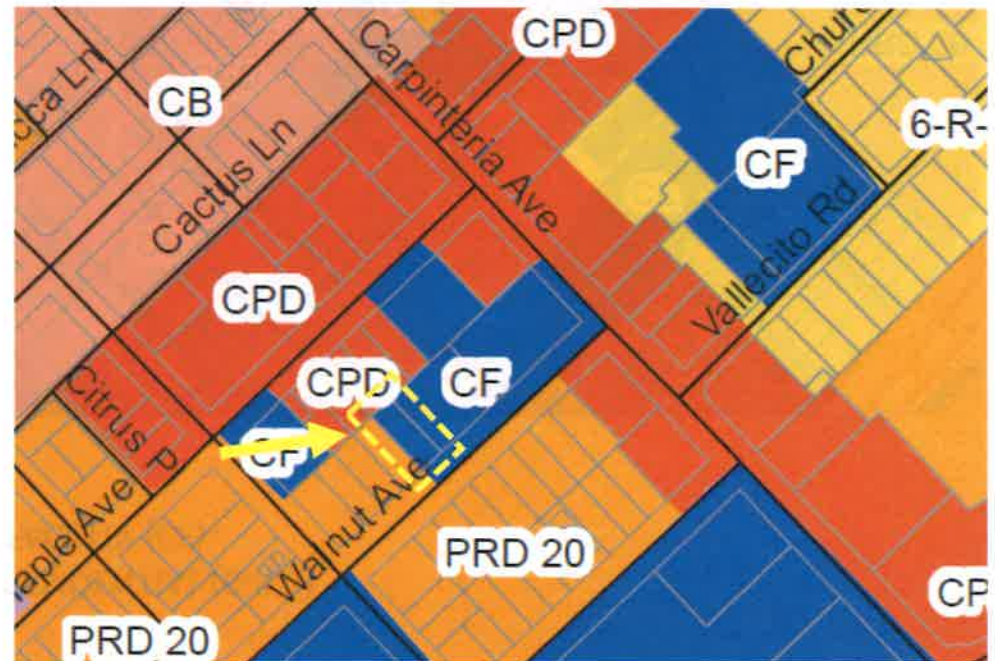
PROPOSED REVISED ZONING MAP

APN 004-047-015 (873 WALNUT AVENUE, CARPINTERIA-SUMMERLAND FIRE PROTECTION DISTRICT)

- EXISTING ZONING DESIGNATION: PLANNED RESIDENTIAL DEVELOPMENT (PRD-20)
- PROPOSED ZONING DESIGNATION: COMMUNITY FACILITY (CF)



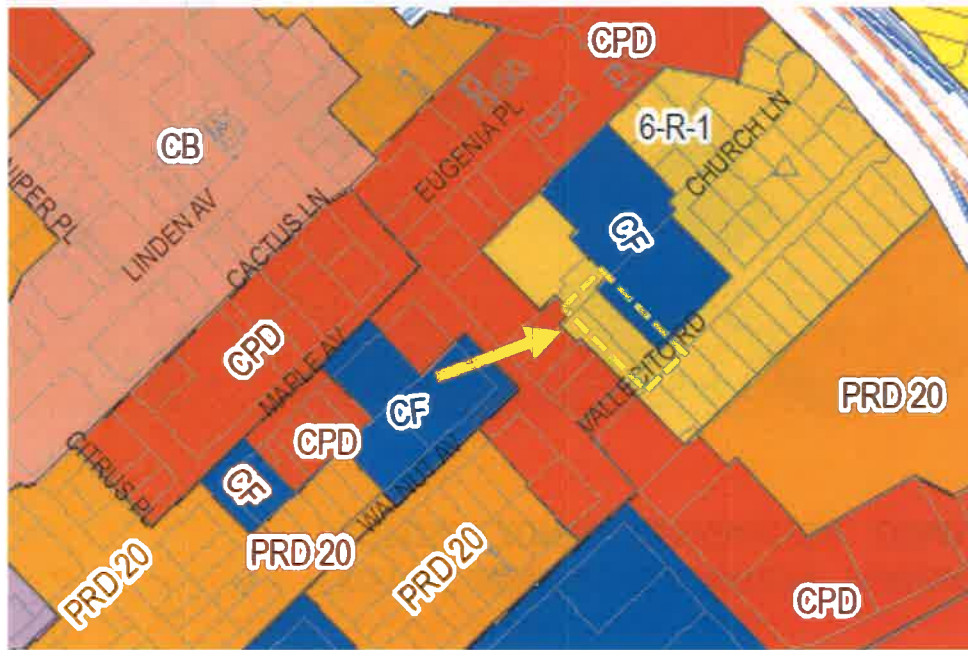
EXISTING ZONING MAP



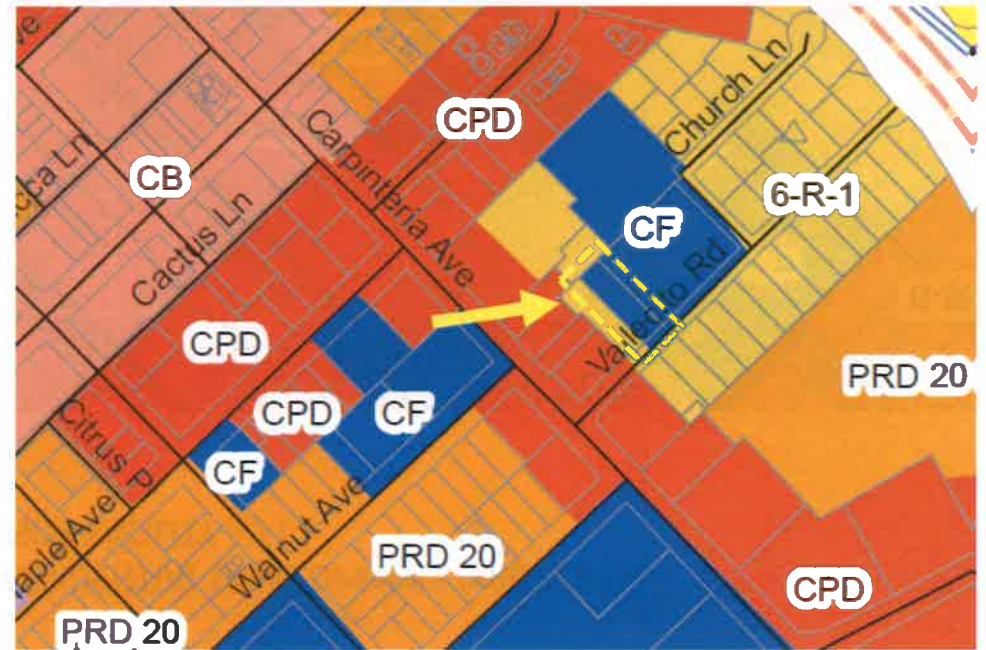
PROPOSED REVISED ZONING MAP

APN 003-191-005 (1071 VALLECITO ROAD)

- EXISTING ZONING DESIGNATION: SINGLE FAMILY RESIDENTIAL (6-R-1)
- PROPOSED ZONING DESIGNATION: COMMUNITY FACILITY (CF)



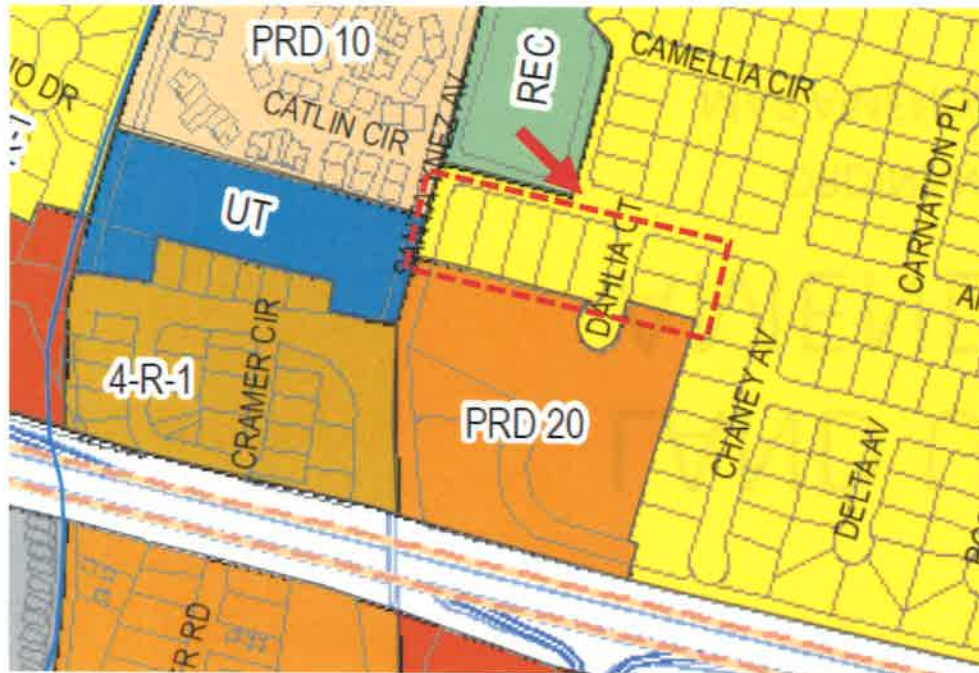
EXISTING ZONING MAP



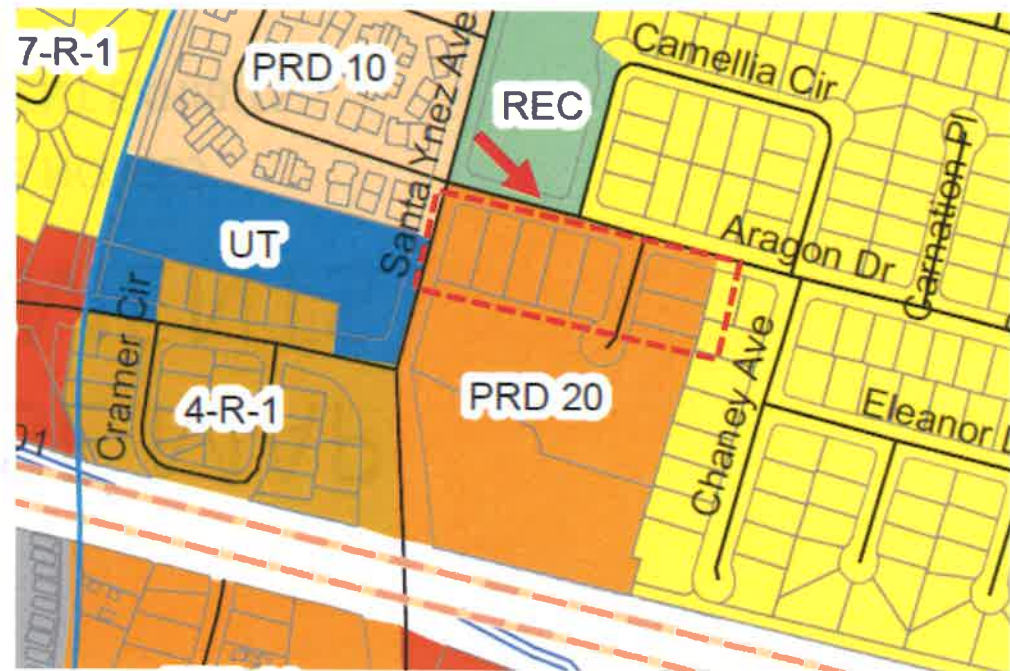
PROPOSED REVISED ZONING MAP

APNs 003-590-032, 003-590-033, 003-590-045, 003-590-046, 003-590-047, 003-590-048, 003-590-049
(1310 & 1320 DAHLIA COURT, 4505, 4515, 4525, 4535, 4545 ARAGON DRIVE)

- EXISTING ZONING DESIGNATION: SINGLE FAMILY RESIDENTIAL (7-R-1)
- PROPOSED ZONING DESIGNATION: PLANNED RESIDENTIAL DEVELOPMENT (PRD-20)



EXISTING ZONING MAP



PROPOSED REVISED ZONING MAP

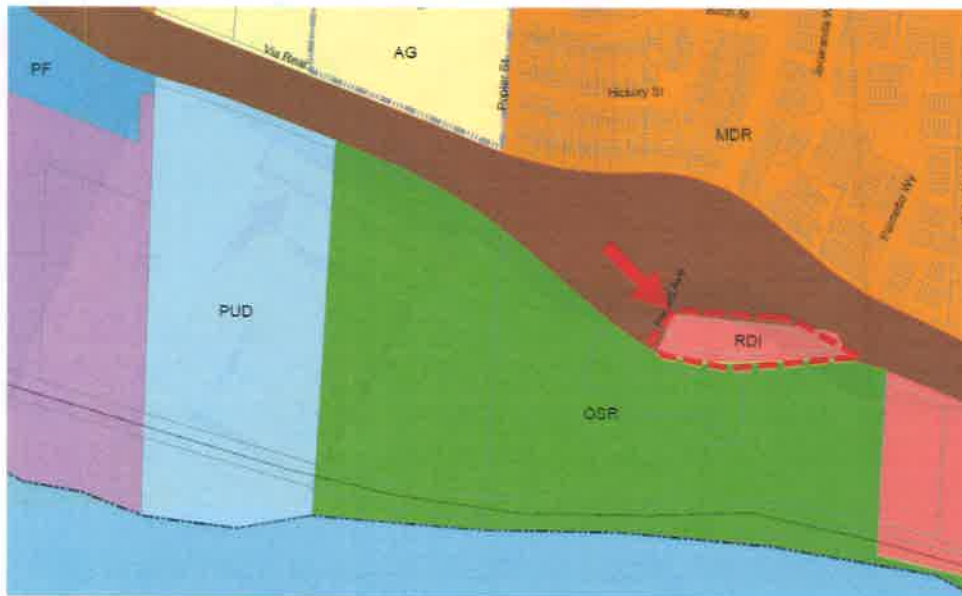
LAND USE MAP AMENDMENTS

ORDINANCE NO. 669

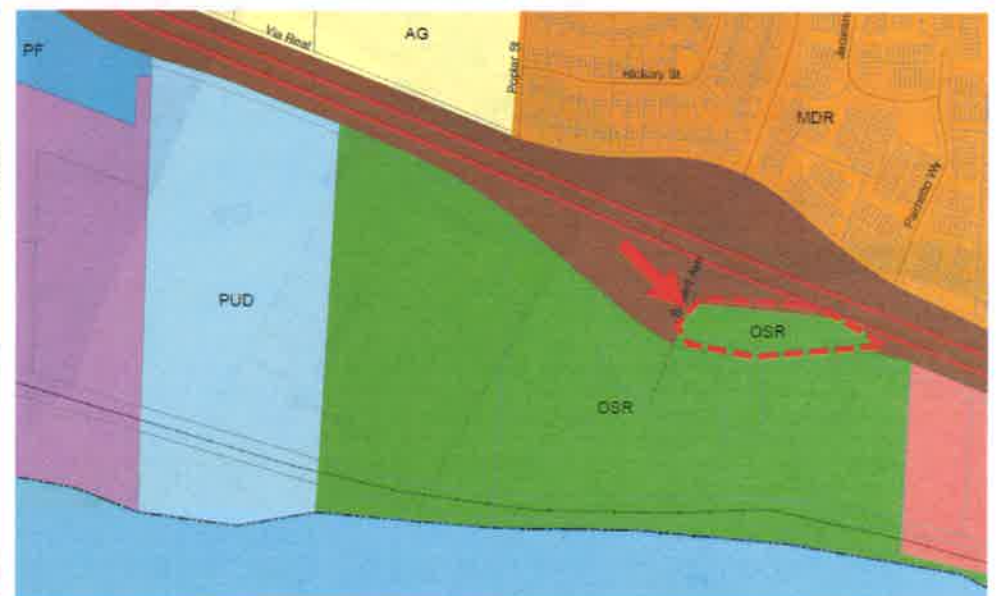
MAP AMENDMENT EXHIBITS

APN 001-180-062 (FARMER PARCEL)

- EXISTING LAND USE DESIGNATION: RESEARCH DEVELOPMENT INDUSTRIAL (RDI)
- PROPOSED LAND USE DESIGNATION: OPEN SPACE/RECREATION (OSR)



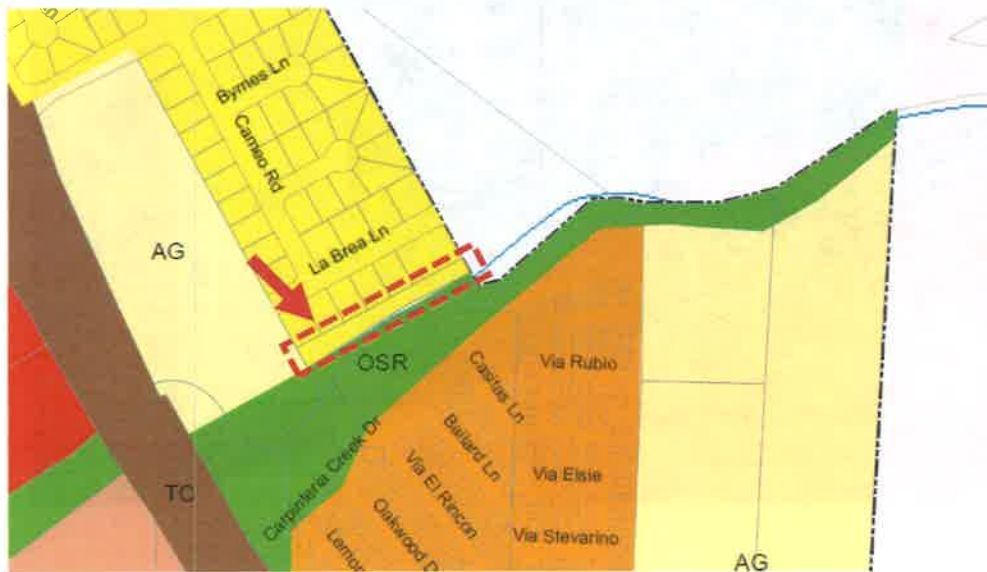
EXISTING LAND USE MAP



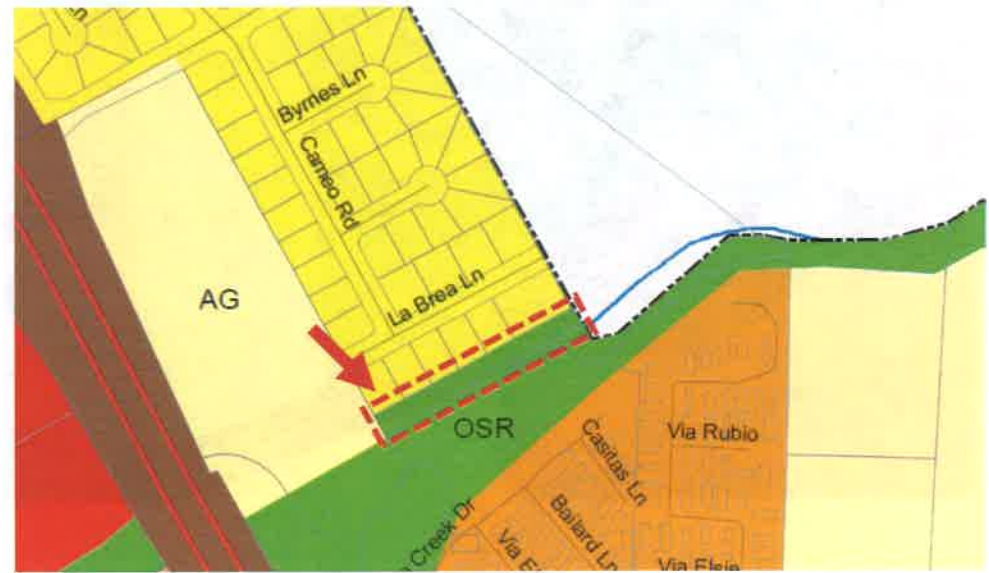
DRAFT REVISED LAND USE MAP

APN 001-253-007 (CARPINTERIA CREEK BUFFER PARCEL)

- EXISTING LAND USE DESIGNATION: LOW DENSITY RESIDENTIAL (LDR)
- PROPOSED LAND USE DESIGNATION: OPEN SPACE/RECREATION (OSR)



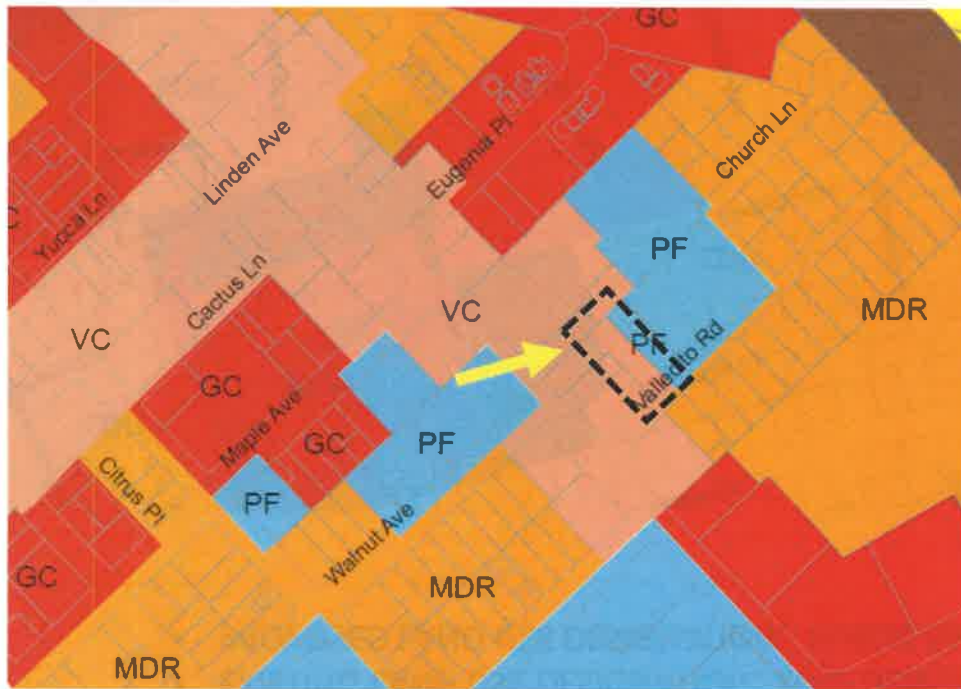
EXISTING LAND USE MAP



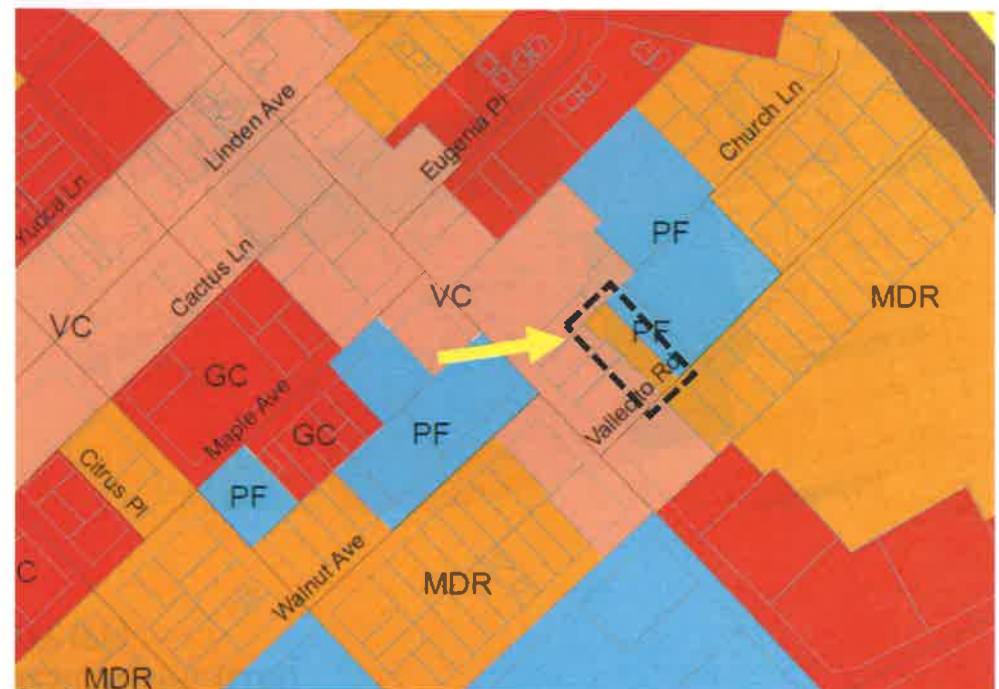
PROPOSED REVISED LAND USE MAP

APN 003-191-004 (1053 VALLECITO ROAD)

- EXISTING LAND USE DESIGNATION: VISITOR-SERVING COMMERCIAL (VC)
- PROPOSED LAND USE DESIGNATION: MEDIUM DENSITY RESIDENTIAL (MDR)



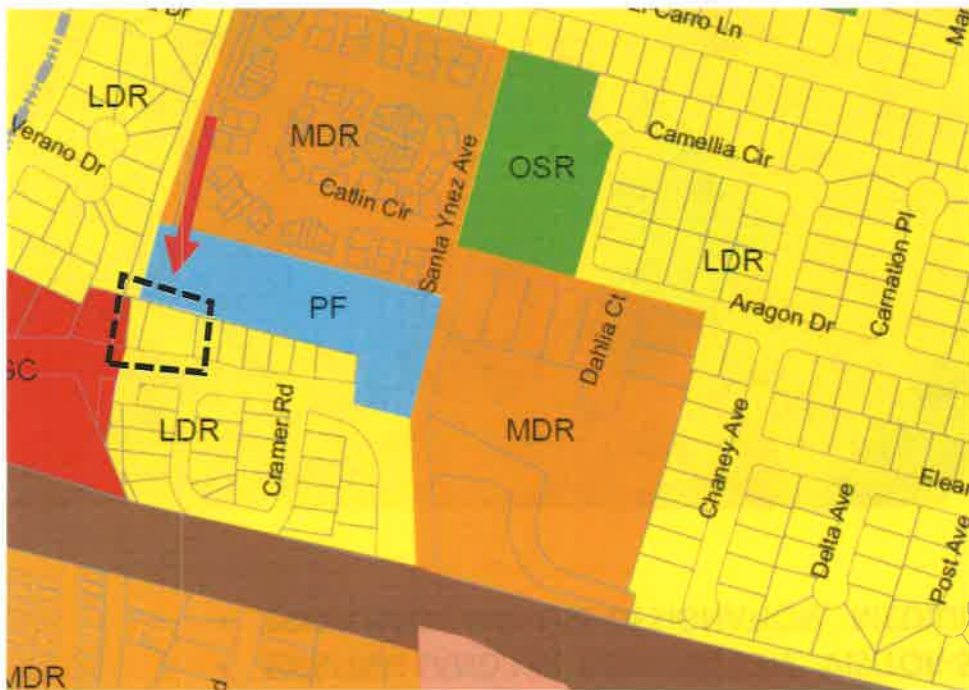
EXISTING LAND USE MAP



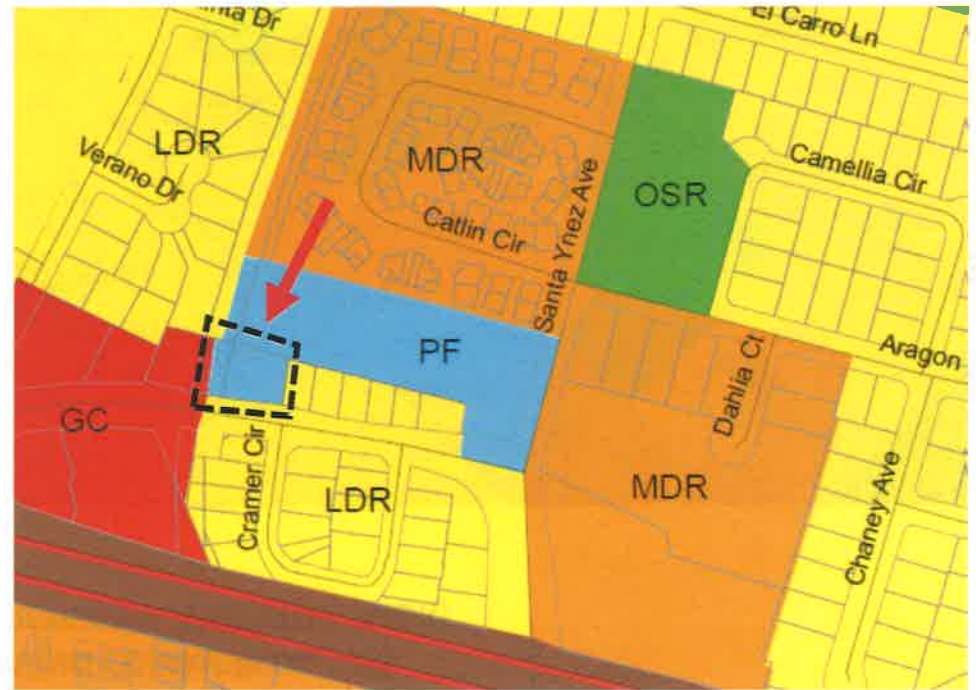
PROPOSED REVISED LAND USE MAP

APN 003-101-020 (4424 VIA REAL, CARPINTERIA VALLEY WATER DISTRICT)

- EXISTING LAND USE DESIGNATION: LOW DENSITY RESIDENTIAL (LDR)
- PROPOSED LAND USE DESIGNATION: PUBLIC FACILITY (PF)



EXISTING LAND USE MAP



PROPOSED REVISED LAND USE MAP

ATTACHMENT C

Resolution No. 5675 with Exhibits

Acknowledgement of Receipt and Acceptance of
California Coastal Commission Action on LCP Amendment
LCP-4-CPN-14-0832-1 Part A

RESOLUTION NO. 5675

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CARPINTERIA, ACKNOWLEDGING RECEIPT AND
ACCEPTANCE OF THE CALIFORNIA COASTAL
COMMISSION'S APPROVAL OF LOCAL COASTAL PROGRAM
AMENDMENT LCP-4-CPN-14-0832-1 PART A, THUS
APPROVING LOCAL COASTAL PROGRAM AMENDMENT
PROJECT 14-1711-RZ/GPA/LCPA TO AMEND THE CITY'S
ZONING MAP AND LAND USE MAP**

WHEREAS, the Carpinteria City Council has considered an application for a Local Coastal Program Amendment to amend the zoning designation of 37 properties as depicted on the City's Zoning Map and the land use designations of four properties as depicted on the City's Land Use Map to achieve vertical consistency between the Land Use and Zoning Maps; and

WHEREAS, the City reviewed the environmental impacts of the project in accord with the California Environmental Quality Act (Public Resources Code §§ 21000, et seq., "CEQA"), the regulations promulgated thereunder (14 Cal. Code of Regulations §§ 15000, et seq., the "CEQA Guidelines"); and

WHEREAS, pursuant to the California Environmental Quality Act, the California Code of Regulations, and the City of Carpinteria's Environmental Review Guidelines as applicable, the City determined that pursuant to §15162 of the California Environmental Quality Act, no additional environmental review is necessary for the Amendment as the City Council adopted an Environmental Impact Report for the City's 2003 General Plan/Local Coastal Land Use Plan Update on January 27, 2003 that considered these Amendments and there have been no changes to the scope of the project, the project's potential impacts, or any project mitigation measures/project alternatives; and

WHEREAS, at duly noticed public hearings on July 7, 2014 and August 4, 2014, the Planning Commission considered project 14-1711-RZ/GPA/LCPA and forwarded its recommendation to support the Local Coastal Program Amendment to the City Council; and

WHEREAS, on September 8, 2014, after considering the Planning Commission's recommendation, receiving public comment, due consideration, and discussion among the Council and staff, approved Ordinance No. 669 on first reading and directed the City Manager to submit the LCPA to the California Coastal Commission for certification; and

WHEREAS, the California Coastal Commission determined the City's submittal to be complete on February 10, 2015; and

WHEREAS, on April 15, 2016 the California Coastal Commission considered and approved by unanimous vote Amendment LCP-4-CPN-14-0832-1 Part A to the City's Local Coastal program as submitted and as detailed in a resolution of certification; and

WHEREAS, a full and complete copy of the project materials (14-1711-RZ/GPA/LCPA) is on file with the City's Community Development Department, located at 5775 Carpinteria Avenue, Carpinteria, California.

NOW, THEREFORE, BE IT RESOLVED as follows:

SECTION 1. The foregoing recitals are true and accurate.

SECTION 2. The City Council acknowledges receipt of the Coastal Commission's resolution of certification for final certification for Local Coastal Program Amendment LCP-4-CPN-14-0832-1 Part A, and agrees to issue Coastal Development Permits for the total area included in the certified Local Coastal Program.

SECTION 3. The City Council does hereby make the Findings attached as Exhibit I and authorize the City Manager to submit this Resolution of the City of Carpinteria's receipt and acceptance of the California Coastal Commission's action to the Executive Director of the Commission.

SECTION 4. The City Council does hereby also resolve that this Resolution No. 5675 shall become effective upon the second reading, as read by title only, of Ordinance No. 669.

PASSED, APPROVED AND ADOPTED on this 27th day of June, 2016, by the following vote:

AYES: COUNCILMEMBER(S):

NOES: COUNCILMEMBER(S):

ABSENT: COUNCILMEMBER(S):

ABSTAIN: COUNCILMEMBER(S):

Mayor, City of Carpinteria

ATTEST:

City Clerk, City of Carpinteria

I hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Carpinteria held on June 27, 2016.

City Clerk, City of Carpinterai

APPROVED AS TO FORM:

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

Exhibit 1

Findings

**CITY COUNCIL
PROJECT 14-1711-RZ/GPA/LCPA**

**Local Coastal Program Amendments amending the City's Zoning Map and Land
Use Map to ensure vertical consistency between zoning and land use
designations**

June 27, 2016

EXHIBIT I: FINDINGS

**FINDINGS PURSUANT TO GOVERNMENT CODE, COASTAL PLAN, AND
GENERAL PLAN**

1.0 Administrative Findings

The City Council hereby incorporates by reference as though set forth in full all Community Development Department staff reports and attachments thereto presented to the City Council and all comments made or received either orally or in writing at the public hearings on this project.

1.1 Procedures

Pursuant to the California Coastal Act, the Administrative Regulations of the California Coastal Commission and the City's Local Coastal Program, it has been found that the process for public review of the subject Local Coastal Program Amendments has been properly conducted as follows:

- a. The City has proposed a Local Coastal Program Amendment, Project 14-1711-RZ/GPA/LCPA, to amend the zoning designation for 37 properties and the land use designation for four properties to ensure vertical consistency between the City's Land Use and Zoning Maps. With the unanimous approval of the LCP Amendments as submitted by the California Coastal Commission on April 15, 2016, the amendments are consistent with the City's Local Coastal Program Land Use Plan, the Interpretive Guidelines of the Coastal Commission and the California Coastal Act.
- b. The project has been reviewed by the City Council at a duly noticed public hearing which included, but is not limited to, mailed notice to all property owners within 300 feet of the affected properties, residents within 100 feet of the affected properties and publication of a display ad in the local newspaper, the Coastal View News.

1.2 California Environmental Quality Act

California Environmental Quality Act (CEQA) findings pursuant to CEQA (California Public Resources Code Sections 21081, 21081.6) and State CEQA Guidelines (California Code of Regulations Sections 15091, 15096, 15162, 15164):

The City Council previously determined that pursuant to §15162 of the California Environment Quality Act, no additional environmental review is necessary for the LCP Amendment as the City Council adopted an Environmental Impact Report (EIR) for the City's 2003 General Plan/Coastal Land Use Plan update on January 27, 2003 that considered these Amendments and there have been no changes to the scope of the project, the project's potential impacts or any project mitigation measures/project alternatives since that time.

The previously prepared EIR evaluated the potential impacts of the General Plan update, including revisions to the Land Use Map. Other than potential agricultural conversion (which is not part of this proposed Amendment), all other potential impacts of the General Plan/Coastal Plan update were found to be Class III, less than significant impacts. Mitigation measures, when provided, took the form of General Plan policies to address the potential impacts from future development.

The proposed Amendments to the City's Zoning Map and Land Use Map would not result in any significant environmental effects, nor would the Amendments change the nature or scope of any previously identified impact areas or their mitigation measures. Further, the proposed Amendments serve to implement many policies that serve as mitigation measures for identified potential environmental impacts of the General Plan/Coastal Land Use Plan project. Therefore, it is appropriate that no additional environmental analysis be completed for this project. Applicable mitigation measures are included as part of the City's General Plan/Coastal Plan and would apply to any future development proposals on the parcels affected by the proposed Amendments.



City of Carpinteria

COUNCIL AGENDA STAFF REPORT June 27, 2016

ITEM FOR COUNCIL CONSIDERATION

Adjustment of 1.3% to salary grade structure for all full-time employees and grade changes to certain identified full-time positions.

STAFF RECOMMENDATION

Action Item X ; Non-Action Item

Approve Resolution Nos. 5680 and 5681, thereby (1) adjusting management and miscellaneous unrepresented salary ranges; (2) making changes to the salary grade of four identified positions; and, (3) adjusting compensation to hourly rated positions.

Motion: I move approval of Resolution Nos. 5680 and 5681, as read by title only.

BACKGROUND

The Consumer Price Index (CPI) from March 2015 – March 2016 was 1.3%. It has been the City's practice, when possible and desirable based on its financial position, to make adjustments to management and miscellaneous unrepresented employee salary ranges based on the CPI. This practice has allowed for the City's salaries to remain competitive in the market place.

Recent Past Adjustments to Management and Unrepresented Employee Compensation

The Conditions of Employment Agreements for Management and Miscellaneous Unrepresented Employees had been revised in January 2015 to reflect additional employee cost sharing on the combined CalPERS employer and employee retirement contribution rates of 1.25% beginning the pay period of January 3, 2015 and another 1.25% effective July 1, 2015. Employee cost sharing in December 2014 was 4.5%. With the additional 2.5% employee cost sharing, the total employee cost sharing contribution on the combined CalPERS employer and employee retirement contribution rate, was 7% of the employees "compensation earnable" in July 1, 2015.

A base wage adjustment of 2.75% effective the first pay period in July 2015 was also provided to all full-time employees (Management and Miscellaneous Unrepresented Personnel).

2014 Compensation Study Report

In June 2014, the City of Carpinteria hired Bryce Consulting to conduct a total compensation survey of 14 cities. The cities surveyed were Arroyo Grande, Buellton, Fillmore, Goleta, Grover Beach, Marina, Morro Bay, Ojai, Pacific Grove, Pismo Beach, Port Hueneme, Santa Paula, Solano Beach and Solvang. Two cities, Fillmore and Santa Paula, declined to participate. The cities surveyed were comparable to the City of Carpinteria based on their size, geographic proximity, and nature of services provided, budget, and more.

At the time of the Study, it showed that, on average, the City is 1.41% behind market for base salary; 1.65% ahead of the market for total cash (the maximum base salary plus longevity pay, up to and including year 10, the employee's share of retirement paid by the agency, the agency's contribution towards deferred compensation, and educational/certification incentive); and 3.54% ahead of the market for total compensation. The gain on the market is greatly attributed to the City's contributions towards health and welfare benefits. The labor market average monthly contribution is approximately \$1,064, whereas the City contributes \$1,663.

The Study also suggested that the salary grade of four positions, in particular, were significantly below market. Since the Study, the City has made changes in employee retirement cost sharing and employee cost share on the monthly health insurance premium. The City has also increased salaries each year since the study both in response to increased cost sharing and to keep up with inflation. The recommended changes in the salary range for the Management Analyst, Human Resources / Risk Manager, City Clerk and Administrative Services Director, take into consideration the recommendations of the Study and changes in compensation made since that time.

Compensation Schedule of Hourly Rated Positions

The California minimum wage increased from \$9.00 to \$10.00 per hour effective July 1, 2015. In January 1, 2017, the California minimum wage will again increase to \$10.50. The recommended increase in the City's hourly wages is the second of what is anticipated to be a series of salary adjustments in response to increases in the minimum wage.

DISCUSSION

Having a competitive compensation package is critical for the recruitment and retention of employees and the maintenance of an effective and efficient work force to serve the community. Staff is recommending two changes to the City's salary ranges for management and unrepresented employees: an across the board 1.3% increase, and

raising the pay grade on four positions (shown below). Adoption of Resolution No. 5680 will implement these salary range changes effective the first full pay period after July 1, 2016.

			Current Salary Range	Recommendations in response to compensation study	New Salary Range
Management Analyst			\$45,574.32 - \$56,967.90 - \$62,665.55	Change to grade 10	\$51,476.80 - \$64,346.45 - \$70,780.47
HR/Risk Manager			\$67,305.15 - \$84,131.44 - \$92,544.04	Change to M16	\$75,251.15 - \$94,158.66 - \$103,471.06
City Clerk			\$67,305.15 - \$84,131.44 - \$92,544.04	Change to M15	\$72,290.92 - \$90,338.66 - \$99,372.52
Admin Services Director			\$91,992.34 - \$114,990.69 - \$126,489.34	Change to M19	\$102,543.55 - \$128,178.88 - \$140,996.54

To be competitive and to ensure compliance with changes in minimum wage law, staff is proposing adjusting the compensation schedule of hourly rated positions. The proposed change would increase the City's minimum hourly wage to \$10.50 and each subsequent rate proportionally. Although this is sooner than the January 1, 2017 effective date for the new state law, staff believes this is prudent in order to remain competitive with other public agencies in the region. Adoption of Resolution No. 5681 would make this change effective the first full pay period after July 1, 2016.

FINANCIAL CONSIDERATIONS

The City's recently approved Fiscal Year 2016-17 budget includes an appropriation for salaries that is sufficient to allow for the recommended salary changes described in this report.

Management and unrepresented employees, as always, are eligible for pay increases based upon the results of annual performance evaluations.

ATTACHMENTS

- A. Resolution No. 5680
- B. Resolution No. 5681

Staff contact: Arlene Balmadrid, HR/Risk Manager
(805) 755-4404, arleneb@ci.carpinteria.ca.us

Reviewed by: Dave Durflinger, City Manager


Signature


Signature

RESOLUTION NO. 5680

**A RESOLUTION OF THE CARPINTERIA CITY COUNCIL
APPROVING AND ADOPTING REVISIONS TO THE SALARY STRUCTURE FOR
MANAGEMENT AND MISCELLANEOUS UNREPRESENTED PERSONNEL AND
CHANGING THE SALARY GRADE APPLICABLE TO CERTAIN POSITIONS**

WHEREAS, the Carpinteria City Council recognizes that the salary structure for management and miscellaneous unrepresented personnel is separate from the classified employees covered under the Memorandum of Understanding between the City of Carpinteria and the Service Employees International Union (SEIU) Local 620; and,

WHEREAS, the City of Carpinteria City Council wishes to revise the Salary Structure of the Management and Miscellaneous Unrepresented Personnel pursuant to the attached schedule; and,

WHEREAS, based on a compensation study completed in July 2014, the City Council wishes to change the salary grade for the Management Analyst, Human Resources/Risk Manager, City Clerk and Administrative Services Director.

NOW, THEREFORE, THE CARPINTERIA CITY COUNCIL HEREBY RESOLVES THAT a revised Salary Structure for Management and Miscellaneous Unrepresented Personnel, Exhibit A, is hereby approved, including grade changes applicable to certain positions, and authorizes the City Manager to implement the changes as necessary to be effective the first full pay period beginning July 1, 2016.

PASSED, APPROVED AND ADOPTED this 27th day of June, 2016 by the following called vote:

AYES: COUNCIL MEMBER:

NOES: COUNCIL MEMBER:

ABSENT: COUNCIL MEMBER:

Mayor, City of Carpinteria

ATTEST:

City Clerk, City of Carpinteria

I hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Carpinteria held the 27th day of June, 2016.

City Clerk, City of Carpinteria

APPROVED AS TO FORM:

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

**Management Personnel
Classification and Compensation Information
Effective July 1, 2016**

Exhibit A
Page 1 of 2
Resolution No. 5680

Position	Department	Grade	Minimum	Control Point	Maximum
Community Dev. Director	CCD	M19	\$102,543.55	\$128,178.88	\$140,996.54
Public Works Director	Public Works	M19	\$102,543.55	\$128,178.88	\$140,996.54
Adm Services Director	Finance	M19	\$102,543.55	\$128,178.88	\$140,996.54
Parks & Recreation Director	Parks & Recreation	M17	\$87,239.92	\$105,874.73	\$116,462.43
Civil Engineer	Public Works	M16	\$75,251.15	\$94,158.66	\$103,471.06
HR/Risk Manager	Human Resources	M16	\$75,251.15	\$94,158.66	\$103,471.06
City Clerk	General Government	M15	\$72,290.92	\$90,338.66	\$99,372.52
Assistant to City Manager	General Government	M14	\$68,180.12	\$85,225.15	\$93,747.11
Senior Planner	CCD	M14	\$68,180.12	\$85,225.15	\$93,747.11
Building Inspector/Plan Check	CCD	M12	\$59,005.65	\$73,758.92	\$81,134.46
Finance Supervisor	Finance	M12	\$59,005.65	\$73,758.92	\$81,134.46
Environmental Coordinator	Public Works	M12	\$59,005.65	\$73,758.92	\$81,134.46
Public Works Supervisor	Public Works	M12	\$59,005.65	\$73,758.92	\$81,134.46
Program Manager	General Government	M12	\$59,005.65	\$73,758.92	\$81,134.46
Code Compliance Supervisor	Code Compliance	M11	\$55,402.13	\$69,252.67	\$76,177.40

City of Carpinteria
Miscellaneous Unrepresented Personnel
Classification and Compensation Information
Effective July 1, 2016

Position	Department	Grade	Minimum	Control Point	Maximum
Associate Planner	CCD	12	\$59,006.69	\$73,758.92	\$81,134.46
Assistant Planner	CCD	10	\$51,476.80	\$64,346.45	\$70,780.47
Engineering Tech	Public Works	9	\$46,166.79	\$57,708.48	\$63,480.20
Management Analyst	Public Works	10	\$51,476.80	\$64,346.45	\$70,780.47
Code Compliance Officer II	CCD	8	\$44,539.96	\$56,688.50	\$61,243.28
Management Assistant	Parks & Recreation	7	\$42,441.16	\$53,052.01	\$58,356.33
Code Comp. Officer I	CCD	6	\$41,111.29	\$51,390.23	\$56,529.14
Pool Supervisor	Parks & Recreation	6	\$41,111.29	\$51,390.23	\$56,529.14
Parks & Rec. Tech.	Parks & Recreation	6	\$41,111.29	\$51,390.23	\$56,529.14
Aquatics Program Coordinator	Parks & Recreation	5	\$38,424.34	\$48,030.43	\$52,833.47

RESOLUTION NO. 5681

**A RESOLUTION OF THE CARPINTERIA CITY COUNCIL
APPROVING AND ADOPTING REVISIONS TO THE
COMPENSATION SCHEDULE FOR HOURLY RATED EMPLOYEES**

WHEREAS, the City of Carpinteria employs hourly rated and hourly basis employees, including but not limited to non-career positions, seasonal employees, temporary employees and part-time employees who are limited to working less than 2080 hours per fiscal year; and,

WHEREAS, rates of pay and conditions of employment for hourly rated and/or hourly basis employees are not subject to, nor do they have employment rights of the personnel system as described in the City of Carpinteria Personnel System Rules and Regulations and the Employer-Employee Relations Policy for regular employees; and,

WHEREAS, a uniform basis for recognizing compensation levels for this category of employee is essential to the effective and efficient operation of the City; and,

WHEREAS, an adjustment to increase the pay is desired in response to market conditions and changes in the California minimum wage law.

NOW, THEREFORE, THE CARPINTERIA CITY COUNCIL HEREBY RESOLVES THAT the hourly compensation schedule, Exhibit A, is hereby approved and authorizes the City Manager to implement the changes to be effective the first full pay period beginning July 1, 2016.

PASSED, APPROVED AND ADOPTED this 27th day of June, 2016 by the following called vote:

AYES: COUNCIL MEMBER:

NOES: COUNCIL MEMBER:

ABSENT: COUNCIL MEMBER:

Mayor, City of Carpinteria

ATTEST:

City Clerk, City of Carpinteria

I hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Carpinteria held the 27th day of June, 2017.

City Clerk, City of Carpinteria

APPROVED AS TO FORM:

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

City of Carpinteria
Parttime, Temporary and Seasonal Classification and Compensation Information
Effective July 1, 2016

Position	Range	A	B	C	D	E
Maintenance Project Worker	643	\$ 15.21	\$ 15.97	\$ 16.77	\$ 17.60	\$ 18.48
Maintenance Worker I	644	\$ 15.59	\$ 16.37	\$ 17.19	\$ 18.04	\$ 18.95
Senior Beach Lifeguard	645	\$ 15.98	\$ 16.78	\$ 17.61	\$ 18.50	\$ 19.42
Recreation Program Coordinator						
Coach/Swim Team						
	646	\$ 16.38	\$ 17.20	\$ 18.05	\$ 18.96	\$ 19.91
GATV Production Assistant	647	\$ 16.79	\$ 17.63	\$ 18.51	\$ 19.43	\$ 20.40
	648	\$ 17.21	\$ 18.07	\$ 18.97	\$ 19.92	\$ 20.91
	649	\$ 17.64	\$ 18.52	\$ 19.44	\$ 20.42	\$ 21.44
	650	\$ 18.08	\$ 18.98	\$ 19.93	\$ 20.93	\$ 21.97
PT Administrative Assistant I	651	\$ 18.53	\$ 19.45	\$ 20.43	\$ 21.45	\$ 22.52
	652	\$ 18.99	\$ 19.94	\$ 20.94	\$ 21.99	\$ 23.08
	653	\$ 19.47	\$ 20.44	\$ 21.46	\$ 22.53	\$ 23.66
JG - Lifeguard Program Coordinator	654	\$ 19.95	\$ 20.95	\$ 22.00	\$ 23.10	\$ 24.25
Beach Program Coordinator						
	655	\$ 20.45	\$ 21.47	\$ 22.55	\$ 23.68	\$ 24.86
	656	\$ 20.96	\$ 22.01	\$ 23.11	\$ 24.27	\$ 25.48
Senior Head Coach	657	\$ 21.49	\$ 22.56	\$ 23.69	\$ 24.87	\$ 26.12
	658	\$ 22.02	\$ 23.13	\$ 24.28	\$ 25.50	\$ 26.77
Senior Beach Lifeguard II	659	\$ 22.58	\$ 23.70	\$ 24.89	\$ 26.13	\$ 27.44
Senior Beach Supervisor	660	\$ 23.14	\$ 24.30	\$ 25.51	\$ 26.79	\$ 28.13
	661	\$ 23.72	\$ 24.90	\$ 26.15	\$ 27.46	\$ 28.83
	662	\$ 24.31	\$ 25.53	\$ 26.80	\$ 28.14	\$ 29.55
	663	\$ 24.92	\$ 26.16	\$ 27.47	\$ 28.85	\$ 30.29
	664	\$ 25.54	\$ 26.82	\$ 28.16	\$ 29.57	\$ 31.05
PT Administrative Assistant II	665	\$ 26.18	\$ 27.49	\$ 28.86	\$ 30.31	\$ 31.82
Project Inspector	666	\$ 26.83	\$ 28.18	\$ 29.59	\$ 31.06	\$ 32.62
	667	\$ 27.51	\$ 28.88	\$ 30.32	\$ 31.84	\$ 33.43
	668	\$ 28.19	\$ 29.60	\$ 31.08	\$ 32.64	\$ 34.27
	669	\$ 28.90	\$ 30.34	\$ 31.86	\$ 33.45	\$ 35.13
GATV Production Coordinator	670	\$ 29.62	\$ 31.10	\$ 32.66	\$ 34.29	\$ 36.00
	671	\$ 30.36	\$ 31.88	\$ 33.47	\$ 35.15	\$ 36.90
Construction Inspector	672	\$ 31.12	\$ 32.68	\$ 34.31	\$ 36.03	\$ 37.83
	673	\$ 31.90	\$ 33.49	\$ 35.17	\$ 36.93	\$ 38.77
	674	\$ 32.70	\$ 34.33	\$ 36.05	\$ 37.85	\$ 39.74

City of Carpinteria
Parttime, Temporary and Seasonal Classification and Compensation Information
Effective July 1, 2016

Position	Range	A	B	C	D	E
Maintenance Trainee	619	\$ 10.50	\$ 11.03	\$ 11.58	\$ 12.16	\$ 12.76
Recreation Aide						
Clerk/Cashier I						
Crossing Guard						
	620	\$ 10.50	\$ 11.03	\$ 11.58	\$ 12.16	\$ 12.76
	621	\$ 10.50	\$ 11.03	\$ 11.58	\$ 12.16	\$ 12.76
Clerk/Cashier II	622	\$ 10.50	\$ 11.03	\$ 11.58	\$ 12.16	\$ 12.76
	623	\$ 10.50	\$ 11.03	\$ 11.58	\$ 12.16	\$ 12.76
	624	\$ 10.50	\$ 11.03	\$ 11.58	\$ 12.16	\$ 12.76
	625	\$ 10.50	\$ 11.03	\$ 11.58	\$ 12.16	\$ 12.76
Asst. Coach-Swim Coach	626	\$ 10.50	\$ 11.03	\$ 11.58	\$ 12.16	\$ 12.76
Pool Lifeguard I						
Recreation Leader						
Water Aerobics Instructor I						
	627	\$ 10.50	\$ 11.03	\$ 11.58	\$ 12.16	\$ 12.76
Managing Cashier/Clerk	628	\$ 10.76	\$ 11.30	\$ 11.87	\$ 12.46	\$ 13.08
WSU - Swim Instructor	629	\$ 11.03	\$ 11.58	\$ 12.16	\$ 12.77	\$ 13.41
Water Aerobics Instructor II	630	\$ 11.31	\$ 11.87	\$ 12.47	\$ 13.09	\$ 13.74
Recreation Leader II						
Pool Lifeguard II						
Beach Lifeguard I						
	631	\$ 11.59	\$ 12.17	\$ 12.78	\$ 13.42	\$ 14.09
	632	\$ 11.88	\$ 12.47	\$ 13.10	\$ 13.75	\$ 14.44
Senior Pool Lifeguard I	633	\$ 12.18	\$ 12.79	\$ 13.42	\$ 14.10	\$ 14.80
	634	\$ 12.48	\$ 13.11	\$ 13.76	\$ 14.45	\$ 15.17
General Maintenance Worker	635	\$ 12.79	\$ 13.43	\$ 14.10	\$ 14.81	\$ 15.55
Management Intern	636	\$ 13.11	\$ 13.77	\$ 14.46	\$ 15.18	\$ 15.94
Beach Lifeguard II / Junior Lifeguard Instructor						
Senior Pool Lifeguard II						
	637	\$ 13.44	\$ 14.11	\$ 14.82	\$ 15.56	\$ 16.34
	638	\$ 13.78	\$ 14.47	\$ 15.19	\$ 15.95	\$ 16.75
Administrative Aide	639	\$ 14.12	\$ 14.83	\$ 15.57	\$ 16.35	\$ 17.16
Swim Program Coordinator						
	640	\$ 14.47	\$ 15.20	\$ 15.96	\$ 16.76	\$ 17.59
Swim Coach	641	\$ 14.84	\$ 15.58	\$ 16.36	\$ 17.17	\$ 18.03
Assist. Program Coordinator - JG						



City of Carpinteria

COUNCIL AGENDA STAFF REPORT June 27, 2016

ITEM FOR COUNCIL CONSIDERATION

Amendment of Contract with Central Coast Charge Ahead Program for Three Additional Dual-Port Electric Vehicle Charging Stations

STAFF RECOMMENDATION

Action Item X ; Non-Action Item

Authorize the City Manager to sign the Central Coast Charge Ahead Program Approval to Proceed with ABM Inc., installing three new dual-port electric vehicle charging stations and related equipment and services.

Motion: I move to authorize the City Manager to sign the Central Coast Charge Ahead Program Approval to Proceed with ABM Inc., installing three new dual-port electric vehicle charging stations and related equipment and services.

BACKGROUND

The availability and consumer use of electric vehicles has significantly increased over the last decade, creating a demand for public charging stations that did not previously exist. Currently, most electric vehicles on the market can travel between 80-200 miles on a single charge. For owners and operators of electric vehicles, this means longer road trips are feasible only in areas with electric vehicle charging stations networks. As more electric vehicle charging stations are installed, the range of the vehicles is extended and regional trips become more practicable.

Recognizing the need for additional electric vehicle (EV) charging infrastructure, Plug-in Central Coast, and the EV Alliance applied for and was awarded a regional grant for additional EV charging stations along the Central Coast. The Central Coast Charge Ahead Project (CC-CAP) proposal to fund EV charging infrastructure was specifically for "destination charging". This is defined by the California Energy Commission as destinations that attract people traveling "medium-to-long" distances from home where

their vehicles would be parked for more than an hour. The City Council signed a letter of commitment for participation in the proposal at its January 27, 2014 meeting.

Under a similar grant in 2012, Carpinteria was awarded one charging station that was installed in Parking Lot 3. Under the CC-CAP proposal, Carpinteria was awarded two dual-port charging stations, one of which was installed in Parking Lot 1 and one in Parking Lot 3. On August 25, 2014 the City Council authorized the City Manager to sign an agreement with the Central Coast Charge Ahead Program Approval to Proceed and ABM Inc. Installation of the two new dual-port electric vehicle charging stations and related equipment and services was completed in the Fall of 2014. The City has again been offered three additional dual-port charging stations from the same program.

DISCUSSION

Under the Central Coast Charge Ahead Program, ABM Inc. is the program administrator, maintenance service provider and contracts for the installation of the charging stations. ABM Inc. staff inquired if the City was interested in receiving three additional dual-port electric vehicle charging stations. Under the program rules, the three stations must be installed by June 30, 2016. In consultation with the Department of Public Works, ABM Inc. proposes to replace the older generation single-port electric vehicle station in Parking Lot 3 with a new dual-port charging station. This also adds a new parking space for electric vehicle charging. New dual-port charging stations are recommended for Parking Lot 2 and at City Hall. The current and proposed locations of electric vehicle stations in the City of Carpinteria are summarized below:

Parking Lot 1	1 dual-port station	2 parking spaces	Existing
Parking Lot 2	1 dual-port station	2 parking spaces	Proposed
Parking Lot 3	1 dual-port station	2 parking spaces	Existing
	1 single-port station	1 parking space	Existing-remove
	1 dual-port station	2 parking spaces	Proposed
City Hall	1 dual-port station	2 parking spaces	Proposed

POLICY CONSISTENCY

Installing electric vehicle charging stations promotes the use of electric vehicles, thereby reducing greenhouse gas emissions and improving air quality. This is consistent with the following General Plan policy:

OSC-11b. Promote the reduction of mobile source emissions related to vehicular traffic.

FINANCIAL CONSIDERATIONS

As part of participation in the grant, the City agreed to cover the subscription service which operates the stations. This cost will be covered by the per-kilowatt hour fee paid by customers charging their vehicles at the station, currently set at \$0.30 per kWh. The

Contract Amendment with Central Coast Charge Ahead Program

June 27, 2016

Page 2

table below shows the approximate cost of the subscription service for two years for each new charging station.

Location Name	Location	# of Chargers at this Location	# of Charge Ports	# of Parking Spaces Served	Match – Network Fee (2014-15)	TOTAL MATCH
Carpinteria Parking Lot 2	Cactus Lane	1 Chargepoint CT 4000 Gateway (Dual L2)	2	4	\$920	\$920
Carpinteria Parking Lot 3	Linden Avenue	1 Chargepoint CT 4000 Gateway (Dual L2)	2	4	\$920	\$920
Carpinteria City Hall	Carpinteria Avenue	1 Chargepoint CT 4000 Gateway (Dual L2)	2	4	\$920	\$920

There is no additional financial impact to the City until the two-year maintenance agreement for the stations expires, at which time the City would be required to assume responsibility for the general maintenance of the charging station, have a third party take over the responsibility and operation of the station, or return it to the manufacturer.

LEGAL

No legal concerns have been identified for this item.

PRINCIPAL PARTIES EXPECTED AT MEETING

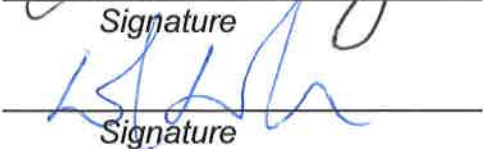
No additional parties are expected to attend.

ATTACHMENTS

Attachment A - Central Coast Charge Ahead Program Approval to Proceed

Staff contact: Charles W. Ebeling, Director of Public Works
805-880-3402
cebeling@ci.carpinteria.ca.us

Reviewed by: Dave Durlinger, City Manager


Signature

Signature

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ATTACHMENT A

Central Coast Charge Ahead Program Approval to Proceed

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EVA / EV Alliance



Central Coast Charge Ahead Project – Approval to Proceed

Installation of Level 2 EV Supply Equipment (EVSE)

Date	June 21, 2016
Site Host Entity	City of Carpinteria
Address of Site Host Entity	5775 Carpinteria Ave, Carpinteria, CA 93013
Primary Contact Name & Title	Erin Maker, Environmental Coordinator
Primary Contact Phone	(805) 684.5405 ext. 415
Primary Contact Email	erinm@ci.carpinteria.ca.us
Authorizing Official Name & Title	Charlie Ebeling, Director of Public Works
Authorizing Official Phone	(805) 880-3402
Authorizing Official E-mail	cebeling@ci.carpinteria.ca.us

I. Project Summary

The Central Coast Charge Ahead Project is a multi-jurisdictional project led by the EV Alliance (EVA) to procure and install Level 2 Electric Vehicle Supply Equipment (EVSE) – a.k.a., EV chargers – in specified locations throughout the Central Coast. The project is funded by the California Energy Commission (CEC) via the PON-13-606 solicitation award approved on May 14, 2014. Upon completion, the Central Coast project will install a total of 39 dual port Level 2 chargers, for a total of 78 Level 2 charge ports, including **5 charging stations (with a total of 10 charge ports)** located in the **City of Carpinteria**.

II. Purpose of this Approval to Proceed

This document provides the approval for ABM to ship and install the CEC-funded Level 2 charging stations at the approved addresses identified by the Site Host; and identifies for each of the relevant parties (the EV Alliance, the Site Host, ABM, and ChargePoint) the roles, responsibilities, terms, and conditions for installation, maintenance, and operation of the charging stations.

III. Partner Roles

- The EV Alliance (EVA)** – a California nonprofit corporation, is the awardee of California Energy Commission grant support. EVA will provide overall project management services, including contract oversight, fiscal administration, and reporting to the CEC. EVA has contracted with ABM for charging installation services.
- Site Hosts:** Site hosts for the EV charging stations in the CC---CAP project include the Counties of Ventura and Santa Barbara, the Cities of Ventura, Santa Barbara, Carpinteria, Goleta, Buellton, Arroyo Grande, Paso Robles, and the City of Santa Barbara Airport, Moorpark

College, and Hearst Castle.

Central Coast Charge Station Deployment: All units are ChargePoint CT 4000 dual port Level 2. Gateway units are the first in a series in a site and house the communications equipment. Drone units are subsequently deployed where there is more than one charger at an individual site.							
Partner Site Host	Sites per Host	Dual Gateway Wall Mount	Dual Drone Wall Mount	Dual Gateway Pedestal Mount	Dual Drone Pedestal Mount	Total Chargers	Total Charge Ports
Moorpark College	1	1	1			2	4
County of Ventura	8			8	2	10	20
City of Ventura	1			1	1	2	4
City of Carpinteria	2			2		2	4
City of Santa Barbara	5	1		4	1	6	12
City of SB Airport	2			2		2	4
County of S. Barbara	3			3		3	6
City of Goleta	4			4		4	8
City of Buellton	1			1		1	2
City of Arroyo Grande	1			2		2	4
Hearst Castle	1			1	2	3	6
City of Paso Robles	1			2		2	4
TOTAL	30	2	1	30	6	39	78

3. **ABM**, a national leader in EV infrastructure and energy management services, will provide installation, commissioning, and maintenance services for the project charging stations, and will provide a portion of the required matching funds.
4. **ChargePoint** – a leading charging equipment manufacturer – will provide Level 2 networked chargers and network operating services, including payment processing, cloud-based charge station information services, and software upgrades.
5. **The Site Host Entity will:**
 - A. **Complete required CEQA documentation** specified by the California Energy Commission (CEC).
 - B. **Provide access to charge station locations in their jurisdiction** designated in the PON-13-606 application (or a suitable alternative in the event that the original site is deemed infeasible to install.)
 - C. **Provide all necessary permits for the project**
 - D. **Collaboratively identify the most appropriate location for the chargers within the designated site**, taking into account convenience for both the EV driver and other users of the facility, visibility, accessibility, and installation cost. (Please note that site cost guidelines are highlighted below in the Siting Requirements and Scope of Work sections.) In the event that a location preferred by the Site Host cannot be installed by ABM within the project budget, a

new site will be selected which is responsive to the Siting Guidelines indicated below. The EV Alliance will assist the parties in coming to consensus on final siting as needed.

- E. **Provide charging station signage (per the requirements defined below) and striping (where needed to clearly designate the space for EV use).** A minimum of one sign per EVSE-equipped parking space is required by the California Energy Commission and EVA, which shall indicate that the space is “reserved for EV charging.” The relevant signage must comply with the Manual on Uniform Traffic Control Devices (MUTCD) and California Vehicle Codes (CVC), ensuring that signs are high enough, easily visible, and provide clear and accurate information on parking and charging policies.
- F. **Provide adequate electrical capacity** and any other items deemed necessary to complete the EVSE installation that are otherwise excluded from the standard ABM installation services as specified in the Siting Requirements and Scope of Work sections of this Agreement. Any such items or services, if needed, will be further specified in this agreement (following the joint site inspection by ABM and the Site Host). Additional items (if any) to be provided for by the Site Host shall be summarized in Exhibit C. Items (if any) that are contracted for with ABM for an additional fee are summarized in the form of a work order in Exhibit B, subject to the terms listed in Exhibit B.
- G. **Oversee installation with ABM**, and assign an administrative contact authorized to set up the ChargePoint online station management account before the stations are activated.
- H. **Contract with ChargePoint to provide charge station network operating services** during the 2014-2016 project performance period – as defined in the attached Master Software Services Agreement (“MSSA”) and in fulfillment of CEC local match requirements affirmed in the Site Host Letter of Participation included as part of the CEC PON-13-606 grant submittal. The ChargePoint MSSA needs to be “accepted” online as part of the EV station activation process after payment is made. As a reference, a copy of the ChargePoint MSSA is attached as Exhibit E of this document.
- I. **Maintain public accessibility for all chargers** on a 24/7 basis.
- J. **Maintain stations in good operating condition** during the 2014-2016 project operating period.
- K. **Provide adequate insurance** per CEC requirements.
- L. **Operate the chargers in compliance with a *Site Host Pricing Policy*** that meets grant requirements defined in the EV Alliance response to PON-13-606 and summarized herein.

IV. Siting Requirements

ABM will install Level 2 ChargePoint charging stations at the designated sites identified through collaboration between the Site Host and ABM. In the event that these sites are deemed by ABM to be cost-prohibitive, or pose other obstacles to effective installation, maintenance, or operation, a new site will be identified that meets the selection criteria identified by the CEC and by the EV Alliance (EVA), and which is mutually satisfactory to the Site Host, CEC, EVA, and ABM. Alternatively, the Site Host may choose to perform or contract additional services as outlined below in Section V/Additional Services:

- **Location:** Select a high-demand, high-visibility location that conforms to CEC criteria for safety, ease of access/ingress, shelter, lighting, and ADA access.

- **Electricity:** Select a location where AC Level 2 (240V/40A) electrical supply is or can be made available with relative ease and minimal cost. (Note that the average cost of installation is projected at a market value of approximately \$4500 per site, which will limit panel upgrades and conduit runs.) More cost details are available in the ABM Scope of Work (Section V below).
- **Equipment Protection:** EV chargers should be placed where they can be best protected from physical damage by such measures as curbs, wheel stops, setbacks, bumper guards, and concrete-filled steel bollards, while simultaneously taking into consideration ease of access to the charger, mobility of users, and foot traffic in the area.
- **Public Safety:** Chargers should be located in areas with proper ventilation and away from potential hazards including traffic, explosive materials, flammable vapors, liquids and gases, combustible dust or fibers, materials that ignite spontaneously on contact with air, flood-prone areas, and areas that might be prone to vandalism.
- **Duration of Use:** AC Level 2 charger sites should focus on locations where PEV owners will be parked for significant, though shorter, periods of time (e.g., one to six hours).
- **Shelter:** When possible, choose locations with nearby shelter to protect users from weather when connecting their vehicle to the charger. (However, chargers are designed to be safely operated in exposed locations in the rain, with no danger of electrical shock.)
- **Accessibility:** To the extent feasible, EV charger locations within a site will be accessible in accordance with the draft Governor's Office of Planning & Research guidelines on ADA access.
- **Security:** Locations should be selected that are secure for users at all times of day and night and relatively secure from vandalism (e.g., in well-lighted, well-traveled areas.)
- **Cell Coverage:** Chargers require cell phone signals for networked operation and repeaters may be installed to provide signals if the site does not have coverage.

If no qualifying site is identified within the Site Host jurisdiction that satisfies the requirements of all parties, then the EV Alliance, with the concurrence of the California Energy Commission, may propose a new site in another jurisdiction.

V. ABM Scope of Work

Under contract with the EV Alliance, ABM will provide the following installation and related services at designated Site Host locations:

- Turn-key EVSE installation project management
- Delivery, installation and activation of ChargePoint stations
- Site analysis, station placement recommendation (in collaboration with Site Hosts), engineering, and installation management
- Quarterly maintenance (see description herein)
- ChargePoint warranty support
- Provide proper insurance and liability coverage information to Site Hosts as per standard contractor requirements.

ABM installation services funded by the BayCAP2 program will be provided within the parameters outlined below for each Site Host. All chargers in the program are ChargePoint dual-port Level 2 stations (see illustration below). Station configuration and installation profile options are listed below:

- **Wall-Mount vs. Pedestal-Mount Configurations:** ChargePoint CT4023 Wall-Mount OR CT4021 Bollard-Mount units will be provided as appropriate to siting circumstances. Please note that the "bollard-mount" units are also interchangeably referred to as "pedestal mount." These units are NOT to be confused with *protective bollards*, which are separate devices such as a metal or

concrete pole or blocking device, which may be installed separately to prevent damage to the charging station.

“Gateway” vs. “Drone” Charging Station Models: Each ChargePoint CT 4000 series model is available as either: a) a “Gateway” unit, which includes the internal cellular communications equipment to connect to the public network; or, b) as a “Drone” unit that wirelessly communicates to the Gateway when installed within appropriate proximity and line-of-site locations. Multiple Drone units are typically added near one Gateway unit to form a multi-

station charging group or array. Note that slight variations in the maximum length of conduit indicated in the scenarios below (Options 1-3) may be accommodated in limited situations at the sole discretion of ABM and EVA.

ChargePoint 4000 Series Charging Stations

Standard installation options include:

- **Installation Profile**

- **Option #1: Surface Mount Installation**

Install Pedestal (“Bollard”) or Wall-Mounted dual charging station on existing concrete with anchors. Two (2) 40 Amp Standard Circuit Breakers will be provided and installed in existing electrical panel with available space and amperage. Two (2) 60 Amp Disconnects will serve as local disconnecting means. A maximum of eighty (80) feet of ¾” Electrical Metallic Tubing (EMT) surface mount conduit and wire will be provided and installed.

- **Installation Profile Option #2: Underground Installation**

Install Pedestal (“Bollard”) dual charging station on new concrete base. One (1) new concrete base will be constructed per charger. Two (2) 40 amp standard circuit breakers will be provided and installed in existing electrical panel with available space and amperage. Two (2) 60 Amp Disconnects will serve as local power disconnecting means. A maximum of forty-five (45) feet of underground trenching in planter and ¾” PVC underground conduit and wire will be provided and installed from existing electrical panel to new concrete base.

- **Installation Profile Option #3: Partial Surface and Underground Installation**

Install Pedestal (“Bollard”) dual charging station on new concrete base. One (1) new concrete base will be constructed. Two (2) 40 amp standard circuit breakers will be provided and installed in existing electrical panel with available space and amperage. Two (2) 60 Amp Disconnects will serve as local disconnecting means. A maximum of forty (40) feet of ¾” EMT surface mount conduit and wire will be provided and installed onto the existing structure with straps in surface mounted configuration -- and a maximum of up to twenty-five (25) feet of underground trenching will be provided in planter and ¾” PVC underground conduit and wire will be installed from structure to new concrete base of EVSE.

- **Additional ABM or Site Host Provided Services**



- a) The Site Host may also opt to self-perform additional scope beyond Installation Profile Option #1, #2, or #3. This additional scope, if needed, is referenced as Exhibit C of this document.
 - b) If upon the site survey conducted by ABM, it is determined that there is additional required work beyond the scope detailed in Installation Profile Options #1, #2, or #3 above, ABM will provide an additional estimate for costs to complete the EVSE installation. These proposals, if desired, will be added as Exhibit B to this Agreement, while Site Host approval is included as Exhibit A of this document.
 - c) In the event that the Site Host's site does not have sufficient electrical infrastructure to support the addition of EV charging infrastructure, ABM may offer options or potential solutions that would help reduce or balance current electrical loads within a facility. Some options are designed to free up electrical capacity while others are designed to minimize peak load spikes and their resulting demand fees. Any such solutions will be implemented only upon Site Host approval.
 - d) In the case of additional services by either party, ABM will cooperate with the Site Host to coordinate satisfactory completion of the installation of the EVSE pursuant to the requirements of the project.
- **ABM Exclusions and Qualifications**
- Unless specifically noted otherwise:
- a) Electrical design work to accommodate non-standard configurations is excluded and will be charged as additional as required, with agreement of Site Host.
 - b) Electrical permit, plan check fees, and utility charges are excluded and must be paid by Site Host where required.
 - c) Pricing is based on existing electrical system having adequate physical space and amperage available.
 - d) Excludes any underground work such as excavating, concrete or asphalt cutting and patching.
 - e) Excludes cellular signal booster for equipment without adequate cellular connection.
 - f) Excludes concrete coring of walls, floor, ceiling of building or parking structures
 - g) Excludes x-ray or radar detection of concealed obstacles within a concrete slab in either a post tension slab or rebar supported slab.
 - h) Excludes protective barriers i.e. post barriers (bollards) or wheel stops.
 - i) Excludes pull boxes or intermediate junction boxes for primary electrical feeds to EV chargers or any low voltage or signal wiring.
 - j) Excludes landscape repair or restoration.
 - k) Excludes any cosmetic enhancements such as paint or parking lot striping.
 - l) Excludes any parking lot, access ramp or access path re-configuration or leveling that may be required to create ADA accessible spaces.

VI. ABM Warranty, Installation Services, and Limitations

- **Warranty:** ABM labor and construction material are under warranty for one year after installation; all new work is done to local NEC code requirements. ABM is not responsible for the condition or capacity of the existing electrical systems. ABM is not responsible for any vandalism that occurs during or after the installation of materials. The cost of City permits and

electrical engineering and engineered drawings (if applicable) are not included as part of the CEC-funded installation, although regular construction drawings are included. The CEC prohibits use of its funds for permitting. Local site hosts must cover permit costs.

- **Signal Boosting Equipment:** At times, signal boosting antennae may be required for the wireless features of ChargePoint EV charging stations to function properly. Due to the nature of wireless signals, possible interference, line of sight obstructions, etc., one or more antennae could be needed. During the original site visit, ABM will make efforts to determine the need for signal boosting equipment, and will provide such equipment to the extent feasible within the overall project cost framework. However, it is possible that supplementary signal boosting equipment may be needed in the future. If the need should arise, or if the cost exceeds what is feasible within the CEC grant cost parameters, a proposal can be provided for signal boosting equipment.
- **ADA and Accessibility Requirements:** All ADA requirements determined by municipal or state agencies are the responsibility of the Site Host. ABM is responsible for the installation of the electrical system(s) necessary to the specific scope outlined for the EV chargers specified. It does not include surface modifications, striping removal, re-striping, etc. that may be necessary to comply with ADA or Accessibility Requirements. Also, any material changes to the electrical scope caused by ADA or Accessibility requirements are considered as additional to ABM services provided through CEC funding. The guidelines to be followed are the draft “Plug-In Electric Vehicles: Universal Charging Access Guidelines and Best Practices” published by the State of California, Governor’s Office of Planning and Research, at: http://opr.ca.gov/docs/PEV_Access_Guidelines.pdf. In the event that the state issues new guidelines prior to installation, the new guidelines will be used to define ADA requirements.
- **Wheel Stops and Bollards:** Reasonable measures will be taken to install stations in a safe location set back to avoid contact from vehicles. As noted above, protective bollards and wheel stops are not included in the standard ABM work scope. If additional protection is desired or required by the City, bollards or wheel stops can be procured and installed with the city’s own resources or a proposal can be provided by ABM.

VII. ABM Terms and Conditions

- A. **INDEMNIFICATION.** ABM will defend, indemnify and save harmless the Site Host, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney’s fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on ABM’s part, or that of ABM’s agents or employees or other independent contractors directly responsible to ABM, but only to the extent same are caused by the negligence, misconduct, or fault of ABM, ABM’s agents or employees or other independent contractors directly responsible to ABM. ABM shall notify both the Site Host’s Designee and Purchasing immediately in the event of any accident or injury arising out of or in connection with this Contract.
- B. **CONSEQUENTIAL DAMAGES.** UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL CONTRACTOR BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF SITE HOST’S TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

- C. **Contractor Access to Site:** The Site Host shall permit ABM ("Contractor"), free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during Contractor's normal working hours.
- D. **Workmanship & Warranty:** Contractor warrants that the workmanship hereunder shall be free from defects for one year from date of installation. If any replacement part or item of equipment proves defective, Contractor will extend to Customer the benefits of any warranty Contractor has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced not under a manufacturer's warranty will be at Customer's expense and at the rates then in effect.
- E. **Alteration to Scope of Work:** Any alteration to, or deviation from, the scope of work in this Agreement involving extra work, cost of material or labor will become an extra charge (fixed-price amount or on a time-and-material basis at Contractor's rates then in effect) over the sum stated in this Agreement.
- F. **Liability for Delay:** Contractor shall not be liable for any delay, loss, damage, or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.
- G. **OSHA Provisions:** Site Host shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA's Hazard Communication Standard Regulations.
- H. **Toxic and Hazardous Substances:** Site Host's obligation under this proposal; and any subsequent contract does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes, or materials are encountered, Contractor's sole obligation will be to notify the Site Host of their existence. Contractor shall have the right thereafter to suspend its work until such substances, wastes, or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.

VIII. ABM Preventive Maintenance Program and Funding

The California Energy Commission requires that applications for funding under PON-13-603 "must include a maintenance plan for continued reliable operation and unforeseen breakdowns of the electric vehicle supply equipment." (Application Guidelines, p. 9) To fulfill this requirement, the EV Alliance has negotiated a maintenance plan with ABM to cover Site Host charging stations for a two-year period following their installation. (Note that the formal term of the CEC project is anticipated to be from the date of execution of the CEC contract with the EV Alliance through June 30, 2016.) To cover Year 1 of the project period, ABM will donate (as local match) the entire value of the maintenance plan based on its Manufacturers' Suggested Retail Price (MSRP), which is \$200 per charge port for the year. In Year 2, ABM will discount the Plan by 50%, providing \$100 per charge port as match, while CEC funds will provide the balance of \$100 per port to ensure continuity of maintenance across all charging stations in the Project. The following chart outlines the funding commitments of ABM and the CEC:

BayCAP2 Maintenance Plan: Discount Pricing in Program Years 1 - 2					
Program Year	Annual MSRP Maintenance Plan (per Charge Port for	ABM Local Match (50% discount for BayCAP Quarterly	Site Host Contribution	CEC Funding	% Discount to Site Host

	quarterly inspection)	Plan)			
Year 1	\$200	\$200	\$0	\$0	100%
Year 2	\$200	\$100	\$0	\$100	100%

ABM Maintenance Scope of Work

- **Software Monitoring:** ABM will monitor on a daily basis the ChargePoint network software to detect failure modes and promptly address the problem, either through software adjustments or dispatch of a technician to the site, if authorized by the site host.
- **Software Upgrades:** ABM will work with ChargePoint to ensure rapid and seamless deployment of software upgrades.
- **Monitoring and re-programming of pricing:** ABM will assist Site Hosts in monitoring (and re-programming as necessary) their pricing approach to EV parking and charging services.
- **Monitor and report key EVSE data:** ABM will monitor and report key EVSE utilization data, including charge session frequency, length, energy utilization, and payment history.
- **Quarterly On-site Maintenance Scope of Work:** An ABM technician will visit Site Host locations in person on a quarterly basis to undertake the following maintenance activities:
 - **Maintain equipment finishes:** ABM will clean the display, head and pedestal/base unit with ABM Green Care cleanser and microfiber cloth; inspect and clean cord and J-1772 receptacle, apply cable protective Green Care coating, and clean aluminum and plastic parts with microfiber cloths and Green Care cleansers. (Note that ABM Green Care products are LEED certified for green maintenance processes.)
 - **Activate "ChargePoint" session** and perform visual inspection of electrical components and initiate the charging station self-test processes. Minor repairs and recalibration can often be done on site while technician is performing service to eliminate return trips and minimize down time of the equipment.
- **ChargePoint warranty repair work:** Charging station warranty related repair work will be processed through ChargePoint if such repairs are the responsibility of the manufacturer.
- **Non-Warranty work – option of pre-authorized work:** All non-warranty work such as vandalism repair or damage to EVSE equipment shall be estimated prior to repairs. At the option of the Site Host, this work could be immediately addressed under a "Not To Exceed" threshold of \$750.00 (or other amount) pre-approved by the site host. If authorized, ABM will perform work on a time and materials basis. Any agreement for pre-authorized repairs (if so desired) will be executed by ABM and the Site Host independently of this Authorization to Proceed.

IX. Network Services Fees

The ChargePoint network services fee is \$230 per year per port, and covers software upgrades, station programming, cellular connections, and 24/7 driver support. THE TWO-YEAR NETWORK SERVICES FEE MUST BE PAID IN FULL PRIOR TO THE COMMISSIONING OF CHARGING STATIONS. ABM will invoice the Site Host on behalf of ChargePoint, and shall provide proof of Site Host payment within 30 days to the EV Alliance in fulfillment of CEC project reporting requirements.

X. ChargePoint One Year Warranty and Optional Extended Warranty

The first year ChargePoint warranty is included free with all charging stations included in the Project. An optional extended warranty covers one or two additional years (parts only) for \$660 per Charging Station per year. ChargePoint equipment warranty details are provided in Exhibit D of this document. If a Site Host wishes to extend the ChargePoint warranty, it must be specified at the time of equipment order and paid within 30 days.

XI. Site Host Pricing Policy Requirements

The California Energy Commission requires Site Hosts to implement a plan to optimize the use of the charging site to allow multiple EVs to use the charging equipment during a typical day, and to prohibit utilization of a charging station “beyond a reasonable period of time.” In alignment with this goal, the Site Host shall implement the Pricing Plan identified in their Letter of Participation included in response to the CEC solicitation PON-13-603. The standard (default) Plan developed for all BayCAP project participants calls for the following elements to be administered by the Site Host. (Note that variations from this Plan may be acceptable, but must be approved by the EV Alliance and included as part of this Notice to Proceed.)

- A. Fee-Based Charging:** Site hosts shall set charging rates between \$1.00 and \$1.50 per hour for use of the charger. This may or may not include separate charges for parking per the jurisdiction’s usual parking policies. Fees may be calculated based on duration of stay, energy consumed (kWh), or a combination of the two.
- B. Graduated Pricing Based on Duration of Stay:** Site hosts shall raise the fee for occupying the EVSE-equipped space by a sufficient increment to encourage turnover of the space and thus greater availability and utilization (in charging mode) for EV drivers. It is recommended that this approach be implemented after approximately four hours of charging at the lower cost rate – particularly in cases where utilization rates are observed to be very high (70% or more) and available alternative charging facilities are limited. Site hosts may also consider a lower evening or weekend rate for EVs (similar to most existing parking policies) to encourage responsible off-peak use. (In particular, lots proximate to multi-unit residential buildings could provide a lower-cost overnight rate with a higher daytime rate that incentivizes overnight EVSE users to make way for daytime visitors and commuters.)
- C. EVSE Revenue and Cost Monitoring:** Pricing strategies should be reviewed on a semi-annual basis to ensure that expenses for sustaining charger operations are covered to the maximum extent feasible and appropriate. In most cases, fees for charger operations set in the \$1/hr. range (or equivalent kWh) should be adequate to cover energy costs, transaction fees, the ChargePoint network services fee, and (beginning with Year 3 of the Project) the (optional) continuation of the ABM Maintenance Plan. In rare cases where the charger is not yet being well-utilized, there may be a modest operating subsidy required.

XII. Disposition of Equipment: Charging stations and related equipment installed by ABM at Host Sites are considered to be the property of the Site Host upon delivery at the Site. Per CEC Terms and Conditions, the Site Host shall use the equipment in the project for which it was acquired as long as needed, and the Site Host shall not encumber the property without CEC approval. When no longer needed for the original project or program, the Site Host shall contact the California Energy Commission for disposition instructions.

Exhibit A: Summary of Equipment and Services Provided Under This Agreement

CITY OF CARPINTERIA	
Summary of Charging Station Installation Agreements for ChargePoint (CPI) Charging Stations and ChargePoint Network Services and ABM Maintenance Services	
Description	Cost
A. Total Quantity and Type of Charging Stations 2 ChargePoint CT 4021-GW1 "Gateway" dual port Level 2 Charging Station(s) (wall-mounted) ChargePoint CT 4023-GW1 "Gateway" dual port Level 2 Charging Station(s) (pedestal mounted) ChargePoint CT 4021 "drone" dual port Level 2 Charging Station(s) (wall-mounted) ChargePoint CT 4023 "drone" dual port Level 2 Charging Station(s) (pedestal-mounted) TOTAL: 2 ChargePoint CT 4000 Charging Stations providing a total of 4 Charging Ports See http://www.chargepoint.com/files/CT4000-Data-Sheet.pdf for complete product specs and details.	
B. Location of Charging Stations (Please summarize Site and Charger information below -- adding space if needed) Site Host Address #1: (include facility name/ if any, street address, city, and zip code): Amtrak Station 499 Linden Ave Carpinteria, CA 93013 Station Location Description #1 (location on lot where EVSE is to be installed): To be installed serving parking stalls next to existing CT2021 wall mounted units. ChargePoint Units to be Installed at this Site (# of units and model #, see following page for model info): 1-CT4021-GW Other Site Information (provided by ABM and Site Host following Site Inspection): Amtrak Train Station Site Host Address #2: (include facility name/ if any, street address, city, and zip code): Public Parking City Lot 4945 Carpinteria Ave Carpinteria, CA 93013 Station Location Description #2: To be installed in center island. ChargePoint Units to be Installed at this Site (# and model): 1-CT4021-GW	

Other Site Information:

Site Host Address #3: (include facility name/ if any, street address, city, and zip code):

City Hall
5775 Carpinteria Ave
Carpinteria, CA 93013

Station Location Description #3:

ChargePoint Units to be Installed at this Site (# and model):

1-CT4021-GW

Other Site Information:



Site Host Address #4: (include facility name/ if any, street address, city, and zip code):

Amtrak and Beach Parking Lot
475 Linden Ave
Carpinteria, CA 93013

Station Location Description #4:

ChargePoint Units to be Installed at this Site (# and model):

In addition to the existing charging station.

1-CT4021-GW

Other Site Information:

Restripe to create (4) EV parking spaces, with one ADA space on the left.



Site Host Address #5: (include facility name/ if any, street address, city, and zip code):

Downtown Parking Lot
900 Cactus Lane
Carpinteria, CA

Station Location Description #5:

ChargePoint Units to be Installed at this Site (# and model):

1-CT4021-GW

Other Site Information:


C. Required Two-Year ChargePoint Network Services Agreement:

(\$230 per port x 2 years x total number of ports = total price)

- Payment for the ChargePoint agreement must be made direct to ABM via the process described below.
- Following receipt of payment by ABM, a ChargePoint user ID, temporary password, and URL for the user log-in page will be sent via e-mail to the designated Administrator at the Host Site.
- To complete the ChargePoint network services activation, the Site Host Administrator must log-in at the designated URL, provide the registration information requested, and acknowledge and accept the ChargePoint Master Software Services Agreement ("MSSA"). This process must be completed before stations can be utilized. *Exhibit E of this document includes a sample ChargePoint MSSA.*
- If the Site Host is unable to enter into the MSSA agreement via the ChargePoint website, please request a hard copy contract from Ken Sapp at ABM -- ken.sapp@abm.com or (949) 330-1542.

\$4,600.00
(already
paid
\$1,840.00)

D. Included Two-Year ABM Cleaning and Maintenance Service

(\$200 per year per charge port – included as local match)

**Paid by
ABM**

E. Optional: 2nd or 2nd/3rd Year ChargePoint Extended Warranty (parts only):

\$6,600.00

FINAL DRAFT

(# of Charging Stations x \$660 per year x # of years = total price.) Note that the warranty is priced on the basis of charging <u>stations</u> rather than charging ports, i.e., a dual port charging <u>station</u> is \$660/year.	(already paid \$2,640.00)
F. Additional (optional) installation or equipment upgrades specified in Exhibit B below (including parts and services):	\$0
Total Costs Paid by Site Host (sum of Sections C, E, and F above):	\$11,200.00 (already paid \$4,480.00)

Billing Information

Billing Contact Name: _____ Phone: _____

E-mail: _____

Authorization: We instruct **ABM Electrical Power Solutions, LLC** or subsidiaries to proceed with scheduling and performing the work described in the attached proposal.

Proposed date to begin work: _____

Host Entity Name (for billing and payment purposes): _____

Amount: (Insert "total costs paid by site host" itemized above): _____

Payment will be made to ABM by: (check one option below)

____ **Company check** before project start date: Check number: _____

____ **Purchase or Service order:** P.O. Number: _____

____ **Credit or Debit card:** ____ Visa ____ Master Other: _____

Card Number: _____

Billing Address: _____

Exhibit B: Optional Additional Infrastructure Services Provided by ABM

Sample Additional Electrical Upgrade & Installation Infrastructure Services

(to be customized by ABM and Site Host)

▪ Install _____ Wheel Stop(s)	▪ J - Box Qty _____
▪ Install _____ Protective Bollard(s)	▪ Trenching _____ ft
▪ Transformer _____ KVA	▪ Concrete Cut/Patch _____ ft
▪ Wall Core Qty _____	▪ Asphalt Cut/Patch _____ ft
▪ Floor Core Qty _____	▪ Landscape Repair _____ ft

Description of Work to be Performed: _____

Materials List: _____

Materials \$: _____

Labor \$: _____

Tax \$: _____

Total \$: _____

Note: All work performed to local and NEC requirements by California State Certified Electricians.

ABM Electrical Power Services, LLC (ABEPS) Terms and Conditions

The following items are in addition to Section VII – ABM Terms and Conditions within this BayCAP Approval to Proceed document. Authorization to proceed with the work outlined in this quotation shall constitute Site Host ("Buyer's") acceptance of these terms and conditions in full. Oral authorizations to proceed must be confirmed to ABMEPS in writing (Fax or e-mail) within 24 hours. If there is a conflict or discrepancy between terms and conditions in the Buyer's purchase authorization and this quotation, this quotation shall prevail unless specifically authorized, in writing, by ABM Electrical Power Services, LLC

Terms of Payment: 1. Terms are net thirty (30) days. Any invoice not paid within thirty (30) days from the date of invoice will be subject to a service charge equal to the lesser of One and One-half percent (1.5%) per month on account balances or the maximum percentage permitted by law. 2. At ABMEPS's option, customers may be invoiced on a monthly basis for services provided over more than one month. 3. All pricing and payment terms contained herein are contingent upon a favorable Credit Report for the customer/client to whom this quotation is provided. Upon receipt of a less than favorable credit report ABMEPS reserves the right to withdraw this proposal,

modify the pricing, or require payment when services are rendered, or advance payment of the total job quotation before providing services. **4.** For material purchases in excess of \$50,000, ABMEPS reserves the option to invoice 50% of the total at the time of material order and the remaining 50% at the time of material delivery. **5.** Customer agrees to pay ABMEPS, to the extent permitted by applicable law, all costs and expenses, including but not limited to reasonable attorney's fees, incurred by ABMEPS in connection with any collection activities or actions to collect unpaid invoices under this quotation.

Delays: ABMEPS shall not be liable for delays or performance resulting from causes beyond its reasonable control, acts of God, acts or omissions of Buyer, fire, strike or other labor difficulty. Should there be a delay, the date of delivery or performance shall be extended.

Cancellation: Notice of cancellation of services to be performed must be received thirty-six (36) hours prior to the agreed upon date and time. Unless such notification is provided, charges will be incurred. These charges will be ABMEPS's cost plus ten percent (10%) and will include any rental equipment for the Project.

Responsibility: All services are performed in accordance with industry standards, project specifications and/or NETA specifications. Where remediation is beyond the scope of normal reliability testing, and where corrective action is required, such services will be quoted separately.

Assignment: ABMEPS reserves the right to assign this project in part or in total to an affiliated entity.

Termination: An order may be terminated only by mutual written agreement between Buyer and ABMEPS and only upon payment of costs and expenses already incurred by ABMEPS

Safety: ABMEPS agrees to comply with all applicable federal, state, local, National Electric Codes and project safety rules and regulations. ABMEPS reserves the right not to perform work that in its opinion violates OSHA Electrical Safety-Related Work Practices; Final Rule or other safety rules and regulations.

Standby Time: When ABMEPS service personnel are on the job site but unable to perform services requested because of circumstances beyond ABMEPS control, the customer may be charged standby time at the applicable rate for each such ABMEPS service person (up to a maximum of eight (8) hours per day per person).

Warranties: All material and equipment delivered and/or installed will be the products of reputable manufacturers. ABMEPS MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY EXPRESSLY EXCLUDED, CONCERNING MATERIAL AND EQUIPMENT MANUFACTURED BY OTHERS. ABMEPS sells and delivers all materials and equipment not manufactured by it "AS IS," but ABMEPS will use its best reasonable efforts to obtain from the manufacturer, in accordance with the manufacturer's customary practices, the repair or replacement of any material or equipment which may prove defective in workmanship or material. The foregoing shall be the exclusive remedy of Buyer and the sole obligation of ABMEPS with respect to material and equipment manufactured by others. Further, ABMEPS warrants its labor for one (1) year.

Exhibit C: Site Host Commitment to Perform Site Preparation Services

NOTE: This Exhibit is needed ONLY if the Site Host and ABM mutually determine that additional services must be performed by the Site Host to enable successful installation of EVSE.

Project(s): _____

Site Addresses: _____

Site Addresses: _____

Site Addresses: _____

Site Host Contact Name & Title: _____

Site Host Phone: _____ **Site Host E-mail:** _____

Acknowledgement: We hereby acknowledge that the following additional work is required to meet the terms and conditions of the CEC-funded charging station installation project described herein, and that this work shall be conducted by the Site Host, at the Host's own expense, using the Host's own resources, contractors (if applicable), and personnel.

Scope of Work: _____

Proposed date to begin work: _____

Proposed date to complete work: _____

Authorized Signature: _____

Printed Name: _____

Title (Please Print): _____

Date: _____

Exhibit D: ChargePoint Warranty Information

Exhibit E: ChargePoint Master Software Services Agreement

APPROVAL TO PROCEED

(inclusive of Exhibits A, B, C, D, and E above – as applicable)

The signatures below indicate agreement by all named parties with this Approval to Proceed (including Exhibits A, B, C, D, and E above – as applicable) with the installation of charging equipment and related services under the terms and conditions outlined in this document and in the Central Coast Charge Ahead Project grant application and award from the California Energy Commission.

Please note that this agreement is contingent upon and only goes into force after execution of all necessary agreements between the CEC and the EV Alliance (EVA), and the subsequent execution of valid agreements between the EVA and ABM. If in the event that these superior agreements are not completed successfully with mutual consent between the parties, then ABM is not obligated to provide the equipment nor services identified in this agreement.

Site Host Authorized Signature

Printed Name & Title

Date

ABM Authorized Signature

Printed Name & Title

Date

