

City of Carpinteria
City Council Regular Meeting Agenda
Monday, September 12, 2016
Council Chamber, 5775 Carpinteria Avenue

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**

5:31 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. Approve the minutes of the regular meeting held July 11, July 25, and August 8, 2016.
2. Receive and file the Expenditures Report for the period beginning August 11, 2016 and ending September 6, 2016.
3. Adopt Resolution No. 5684 authorizing the destruction of certain account payable, payroll, cash receipts, State Controller Reports and business license records described in the Staff Report, Exhibit A.
4. Adopt Resolution No. 5689 reappointing Marisol Alarcon as a Chamber of Commerce Representative on the Carpinteria First Committee and appointing James Sly to fill an existing combined vacancy on the Downtown "T" Business Advisory Board and the Carpinteria First Committee.

ADMINISTRATIVE MATTER:

5:51 p.m.

5. Change in Position Title and Description of the Building Inspector to Chief Building Inspector/Plans Examiner

Recommendation: Adopt Resolution No. 5690, thereby changing the position title and description of Building Inspector to Chief Building Inspector/Plans Examiner.

(Staff presenter: Arlene Balmadrid, Human Resources Administrator)

PUBLIC HEARING:

6:01 p.m.

6. Annual Review of Fire Protection Mitigation Fee Program and Approval of an Adjustment in the Fee Amount

Recommendation: Adopt Resolution No. 5683, updating the Fire Protection Mitigation Fee Schedule for Development, and Approving and Accepting the Carpinteria Summerland Fire

Protection District's Development Impact Fee Calculation and Nexus Report, and Master Facilities Plan.

Staff presenter: Brian C. Barrett, Management Analyst

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

6:21 p.m.

7. Annual Review and Update of the City's Development Impact Fee Program and Capital Improvement Plan

Recommendation: Adopt Resolution No. 5682, updating the City's Capital Improvement Plan and Approving and accepting the Annual Report on the City's Development Impact Fee Program.

Staff presenter: Brian C. Barrett, Management Analyst

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

OTHER BUSINESS:

6:41 p.m.

8. Approval of the Special Event Permit for the California Avocado Festival

Recommendation: That the City Council (1) approve the issuance of a Special Event Permit for the 2016 Avocado Festival in accordance with the conditions of approval and Festival description attached to the Staff Report, and; (2) Make the determination that during the hours of event operation the area within the Alcohol Sales Permit footprint as set forth in the map attached to the staff report, is a Public Park, pursuant to CMC §10.68.010, and; (3) Authorize expenditure of City resources as detailed in the staff report.

Staff presenter: Erin Maker, Environmental Coordinator

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

6:51 p.m.

9. Operating Agreement for a Portion of Carpinteria State Beach

Recommendation: That the City Council approve the proposed Operating Agreement with the California Department of Parks and Recreation and authorize the Mayor to execute it.

Staff presenter: Matt Roberts, Parks and Recreation Director

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

7:05 p.m.

10. A Presentation of Hotel Market Conditions Report

Approval of an Agreement with Keyser Marston Associates (KMA) for professional services to assist in the preparation of a Request for Proposal and evaluation of responses to identify a possible lessor of City owned property located on the south west corner of Linden Avenue and Fifth Street.

Recommendation: Accept the Hotel Market Conditions Report, file it with the City Clerk, and authorize the Mayor to execute an Agreement with KMA to assist in the preparation of a Request for Proposal and evaluation of responses to identify a possible lessor of City owned property located on the south west corner of Linden Avenue and Fifth Street.

Staff presenter: Matt Roberts, Parks and Recreation Director

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

7:35 p.m.

11. Issuance of Report Describing the City of Carpinteria's Progress Towards Developing Comprehensive Regulations for Short-term Rentals Since the Adoption of a Temporary Moratorium

Recommendation: Adopt and issue the report describing the measures taken to alleviate the conditions which led to the adoption of Ordinance No. 705 and 706 ("Report"), which established and extended the temporary moratorium on Short-term Rentals and direct staff to bring forth a one-year extension of the temporary moratorium at the September 26, 2016 City Council meeting.

Staff presenter: Shanna Farley Judkins, Associate Planner

- a. Staff Report

- b. Public Comment
- c. City Council Determination

7:50 p.m.

12. Consideration of an Appropriation to Fund a Consultant Services Agreement to Assist with the Preparation of a Long-term Financial Plan

Recommendation: That the City Council appropriate \$11,405 from the General Fund Unassigned Fund Balance of the Contract Services 12 account to fund a consultant services agreement to assist with the preparation of Long-term Financial Plan.

Staff presenter: John Thornberry, Administrative Services Director

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

8:00 p.m.

13. Closeout of City Maintenance Project No. 15047, Main School Sidewalk Improvements Project

Recommendation: Authorize the Mayor to sign the Closeout Agreement and Release of Claims for City Maintenance Project No. 15047 (Main School Sidewalk Improvements Project) with Berry General Engineering, and authorize the City Clerk to release Performance Bond No. 764996400 in the amount of \$118,833.80.

Staff presenter: Matt Maechler, Civil Engineer

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

8:10 p.m.

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

8:15 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)

8:20 p.m.

ADJOURNMENT

The next regular meeting to be held on **Monday, September 26, 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, September 7, 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, July 11, 2016**

CALL TO ORDER

Mayor Carty called the meeting to order at 5:30 p.m.

ROLL CALL

Councilmembers present:

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

Staff members present:

Dave Durflinger, City Manager
Jena Acos 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
Shanna Farley-Judkins, Associate Planner
Charles Ebeling, Public Works Director
Lt. Perkins, Sheriff's Department (arrived at 5:51 p.m.)
Dylan Johnson on behalf of Brownstein Hyatt Farber Schreck, LLP, acting as City Attorney of the City of Carpinteria (arrived at 6:10 p.m.)

PLEDGE OF ALLEGIANCE

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

INTRODUCTIONS, PROCLAMATIONS AND PRESENTATIONS: None

PUBLIC INFORMATION REPORTS AND ANNOUNCEMENTS: None

Mayor Carty stated that he would be adjourning the meeting in honor and in memory of Miguel Checa, who attended many City Council meetings and gave a lot of educated information, was as a part of this community and would be missed.

CITY MANAGER'S REPORT

- City's new animal control amendments relating to mandatory spay and neuter for dogs and cats went in to effect July 1. In order to help residents comply with that requirement, the City will occasionally sponsor spay/neuter clinics. C.A.R.E. 4Paws will be holding the first spay/neuter clinic at the Animal Medical Clinic, 1037 Casitas Pass Road, July 16 and the cost is \$10 for the service. Breeder's permits can be obtained at City Hall for a one time cost of \$100.
- Candidate nomination period for two City Council seats, term expiring in November, will open July 18 through August 12.
- Annual Junior Life Guard Competition will be held July 15 all day at the beach between Linden and Ash Avenue. Teams from different areas will be competing in individual and team competitions in the water and on the sand.

Mayor Carty thanked Lt. Mike Perkins and local Sheriff's Department for watching over the City.

PRESENTATIONS BY CITIZENS/PUBLIC COMMENT:

Fermin Brown, representing Vivint Solar, stated his company mission is to convert people from using nonrenewable to renewable energy at zero equipment cost, that the Energy Independence and Securities Act passed in 2007 will require ultimately all homes to be generating power independently, and that by 2020 33 percent of Energy will need to be renewal and 50 percent renewable by 2030. He said his company has created a program where everyone can switch at zero cost. He commented his company installs, maintains, monitors and insures everything for 20 years and that after April of next year, Net Metering One will end and Edison will be allowed to add two cents to solar conversions but if conversion is done prior to that there would be no additional cost by Edison for 20 years.

AGENDA MODIFICATION: None

CONSENT CALENDAR

Motion by Councilmember Stein, seconded by Nomura, to approve the Consent Calendar.

Upon voice vote, Councilmember Nomura, Councilmember Stein, Vice Mayor Shaw, and Mayor Carty were in favor. Councilmember Clark was in favor of Consent Item 2 and 3, and abstained from Consent Item 1. Motion carried.

- 1 Minutes of the regular meeting held June 27, 2016.
2. Receive the Expenditures Report for the period beginning June 22, 2016 and ending July 5, 2016.

3. Receive the Report of Contracts Executed by the City Manager on behalf of the City for the Period of March 2015 through June 2016.

ADMINISTRATIVE MATTER: None

PUBLIC HEARING:

4. Consideration of a Hardship Exception / Waiver Request of Ordinance No. 706, an Urgency Ordinance Establishing a Moratorium on the Issuance of Business Licenses and/or Transient Occupancy Tax Certificate for the Operation of Short-term Rentals within Residential Zones, for 4880 Sandyland Road (unit 61) and 4902 Sandyland Road (unit 141)

Recommendation: That the City Council finds that the subject application for Hardship Exception / Waiver pursuant to Section 5 of Ordinance No. 706 does not show good cause and that the request be denied.

Councilmember Stein recused himself for a conflict of interest being that his wife is the manager of Sunset Shores.

Councilmember Nomura recused himself for a conflict of interest being that his wife is in real estate.

Dave Durflinger, City Manager, expressed that Mayor Carty could confirm the applicants for the next item 5 are in the audience prior to Councilmembers Stein and Nomura leaving. Mr. Durflinger commented that he had been informed about an accident on the 101 Freeway between Santa Barbara and Carpinteria and that it was the cause for delaying the arrival of the City's legal representative Mr. Dylan Johnson. He suggested that if the applicants were also delayed and not present that the Council may wish to make adjustments to the agenda and take items out of order to give the applicants an opportunity to arrive.

Mayor Carty after determining that the applicants were not in the audience delayed the matter and called the next item on the agenda.

Councilmember Stein noted he would be recusing himself from item 5 due to a conflict of interest being that one of the subject properties on this matter is located next to his parents' home. Councilmember Stein stepped down from the dais and exited the Council Chamber at 5:43 p.m.

OTHER BUSINESS:

5. Traffic Safety Committee Recommendations

Recommendation: Adopt Resolution No. 5677, approving the recommendations of the Traffic Safety Committee from its meeting of June 2, 2016, as follows:

- 1) Install an additional 21 feet of red curb along the west side of Linden Avenue north of Dorrance Way, for a total of 43 feet of red curb.
- 2) Install an accessible parking stall at 1347 Cramer Circle and authorize the Director of Public Works to remove the accessible parking stall when there is a change in circumstances and the stall is no longer needed.
- 3) Install of 20 feet of red curb along the south side of Malibu Drive west of Linhere Drive.
- 4) Install 18 additional feet of red curb along the south side of Malibu Drive west of Limu Drive, for a total of 46 feet of red curb.
- 5) Install 53 feet of red curb along the south side of Malibu Drive west of Tomol Drive.

Melissa Angeles, Engineering Technician, presented the staff report and PowerPoint presentation.

There were no public comments.

Motion by Shaw, seconded by Councilmember Nomura, to adopt Resolution No. 5677 as read by title only approving the recommendations of the Traffic Safety Committee from its meeting of June 2, 2016.

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

Councilmember Stein returned to the Council Chamber and took his seat at the dais at 5:48 p.m.

TEMPORARY ADJOURNMENT FOR THE PURPOSE OF HOLDING THE ANNUAL MEETING OF THE CARPINTERIA PUBLIC IMPROVEMENT CORPORATION (CPIC)

Mayor Carty announced the City Council would temporarily adjourn to the meeting of the Carpinteria Public Improvement Corporation at 5:50 p.m.

RECONVENE THE REGULAR MEETING OF THE CITY COUNCIL

Mayor Carty reconvened the Regular City Council Meeting at 5:58 p.m. and resumed the Public Hearing on Agenda item 4.

Councilmember Nomura and Councilmember Stein were both absent for the remainder of the meeting having previously recused themselves for reasons of conflict of interest.

Shanna Farley-Judkins, Associate Planner presented the Staff Report and PowerPoint presentation.

Councilmember Clark, Vice Mayor Shaw and Mayor Carty noted they did not have any ex parte communications to disclose.

Mrs. Farley-Judkins responded to Vice Mayor Shaw's question regarding what the going rates would be for these rentals if they were long term rentals by stating a survey, on July 5, 2016 of rental rates, was conducted comparing long-term rental rates in the beach neighborhood with other rentals in Carpinteria outside of the beach neighborhood for condominiums and apartments with the exclusion of single family residences as none appeared on the day of the survey. Ms. Farley-Judkins stated the survey showed rentals ranged from \$1,200 to \$2,800 in the beach neighborhood and \$1,500 to \$3,200 outside of the beach neighborhood so it was staff's conclusion that rental rates within the beach neighborhood or outside of the beach neighborhood are rather high in Santa Barbara County and that it is likely that they would be able to rent for similar rates in these two units.

Eileen Mira, applicant, commented the moratorium was adopted for the health, safety and welfare of the citizens of Carpinteria and therefore it was an emergency. She commented her situation is not a threat to the health, safety and welfare but understood why it was necessary so that people did not obtain vacation rental licenses in zones not in Sandyland Road adding to the number of rentals to work with in the phase out and that the moratorium made sense for that purpose. She said they purchased six months prior to the moratorium at 141 Sunset Shores with the full intent of making it a short term rental. Previous to the purchase it was a long-term rental and the owner gave the tenant notice to vacate. The purchase was made as a 1031 tax deferred exchange and closed escrow within three weeks. She explained the hardship starting with the sale of their property at 402 W. Solace Street, a triplex, they rented for \$5,200 but exchanged for two vacation rentals in Carpinteria. They intended to use the rentals in anticipation of their son's acceptance to Cate High School. The La Cabana purchase was made for \$600,000 and allowed them to complete their 1031 tax exchange. Ms. Mira said she had thought of keeping the units as Short-term Rentals and use once in a while. She stated they would be receiving a little less than the Solace Street rents at \$6000 and to date they have made zero off the units and they have the properties over a year.

Ms. Mira said the 141 Sunset Shores unit is almost finished and could not be on the vacation rental list because of the repairs needed. The La Cabana unit, she said was not as much in need of care but the subfloor was rotted so they applied for a building permit to get a new subfloor and new kitchen. During this time, she said, they had no idea there were issues with short-term rentals and that when they purchased the units, there was nothing going on with short term rentals. She stated she understood letters had gone out sometime in October, November and December and noted she owns four units in Carpinteria and did not receive one letter because they were sent to the old owner's addresses or to a partner that did not live at that property. She said she was

not aware until January and when she contacted Shanna at the City. Upon her inquiry, she was informed she could not get a license for the La Cabana unit because there was now a moratorium in place. She indicated they didn't think they needed a license because they owned unit 216 there previously and they did not need a license because management said it was like a blanket license and not individual. She explained they went with onsite management because they take care of everything.

Ms. Mira stated that Carla, the manager, knew their rental was to go into the rental pool but when she got the questionnaire their rental was not ready to be included. She went on to say they have never stayed in the rental, never rented it, and it is vacant. She said during the time the questionnaire came around asking management what units were in the rental pool, 141 was not ready so it did not go on the list. She suggested that it would have been better for the questionnaire to ask about current units and any others anticipated entering the pool so that her rentals would have been included; instead, both of her units are furnished and ready but just sitting vacant.

Ms. Mira questioned the fairness stating that they had owned these units prior to the time the short-term rentals became an issue. She commented she understood the moratorium and understood why people cannot just randomly get licenses. She said their intent was to obtain a license all along; otherwise, they would not have kept the units. She addressed the questions of whether they would sell for an increased rate, by stating they better because they put a ton of money into them. She said she hoped they would sell for more than what they purchased at. She pointed out that the sales presented by staff are related to transfers of units with licenses and noted she did not have a license to transfer. She noted that had it been mentioned when they pulled their building permit, they would have applied then but because they believed the process was the same as it was for their unit at 216 they did not apply. She noted that they never had to apply for unit 216 or their other unit across the street at Carpinteria Shores because it was handled by management. She stated she felt blindsided and said she would have applied had she known she needed to.

Tom Muneio, co-applicant, said they did not really need to apply for a financial hardship but that it was the only course they could utilize to get a hearing. He stated every home owners association manager you talk to down on the beach, were confused about what was going on with the moratorium. He stated they owned the property prior to the moratorium and he would have applied for a permit and he felt the City should have alerted anyone looking to spend money and improve property on Sandyland Road about the moratorium.

Ms. Mira commented that she contacted management and told them that their situation was not okay because it was going to be an issue for Sandyland Road and management replied that things would continue be the status quo and that their property would fall under their license. However, now they are told there is no "umbrella license" and there are no individual licenses at Sunset Shore and Carp Shores if you use onsite management. She stated she felt like their wanting their unit to be taken care of by

onsite management penalized them. Ms. Mira said they would have got the licenses when they bought the properties, if they were going to do their own management then they we would not have had this issue; but said they were not aware because they live in Santa Barbara. She stated they rented several units in Carpinteria and had always had professional management.

Mr. Muneio agreed with the Mayor's comment about the Sandyland Road property having been used for vacation rentals for the last 100 years. He said his home may not have been specifically used that long but the area has been zoned as such and said he feels the City is coming in and basically removing property rights and property values with no regard to the owners much like an eminent domain. He expressed the ownership of rentals should be valued because he believed they bring a lot to the town just like the City's restaurants and best town merchants. He commented that as residents of Santa Barbara and having vacationed in Carpinteria for 20 years plus, they have invested their work and money here and for this to have happened to them is unbelievable. He expressed his dissatisfaction with the moratorium and negative impact of not receiving proper notification.

Mayor Carty opened the Public Hearing at 6:30 pm.

Mary Clark commented that she had spoken once prior at a Council meeting on this issue (February 8, 2016). She stated she has lived on her property for 28 years and that there are no restrictions on their covenants, conditions & restrictions (CC&Rs) regarding rentals and those members of her building do rent and have a license. She commented she is not interested in renting her property but there will be a time she will need to rent the property. She stated it was very important and sad that three members of the Council have the decision over a lot of people in the beach area who could, would or might want to rent their properties. She said that she raised a family in Carpinteria and they continue to live here. She asked the Council to think about these things as they make this very important decision for them.

Gail McAdams stated she was not sure the moratorium would accomplish what it was supposed to accomplish. She questioned what would happen with only having 55 rental units in the beach area. She suggested that rents would go up. She mentioned having owned other properties in Carpinteria, that she was not trying to make large sums of money and that she has been a struggling to make any money in Carpinteria. She agreed with the previous speaker about the decision resting in the hands of three Councilmembers and closed by saying she could understand it for the outlying areas but not where these properties are located.

Mayor Carty commented that he did not believe it was just three people making the decision but a representation of the community.

Brian McKee, 4975 Sandyland Road, stated his family has owned this property for over 20 years and has rented it continuously until the last six months. He plans to sell but it

is not on the market yet and being used for personal use temporarily. He stated that all these properties along the beach area have all been vacation rentals or second homes forever and believes it should stay that way. He expressed not knowing how his property would be effected and said he was told there would be one blanket permit for 4975 Sandyland for 30 units and now finds that is not true. He expressed concern for his future sale and questioned whether or not he would be able to rent in the future. He stated beach front properties are typically short term rentals and very few people rent or lease for a year or even a month or two. He expressed his feeling about there being many problems and confusion with the ordinance.

Mayor Carty closed the Public Hearing Closed at 6:40 pm.

Councilmember Clark asked staff to respond to the following comments made during public comment: 1) eminent domain issue or property rights being taken away; 2) what the uses of the properties were prior to their purchase; and 3) the appropriateness of three councilmembers ruling on this issue.

Jena Acos on behalf of Brownstein Hyatt Farber Schreck, LLP, acting as City Attorney of the City of Carpinteria, responded to the takings issue by stating that the City Attorney's Office had done significant case law research on the issue and found numerous cases that hold that zoning of land is authorized under a city's police power and is not considered to be a taking unless it deprives the owner of substantially all reasonable uses of his property. She stated there was one case that specifically dealt with short term rental regulations and in that situation a municipality prohibited all short-term rentals across the board and the court found that there was not an unconstitutional taking or a taking because similar to the reasoning behind the moratorium and also the pending short-term rental regulations the ordinance was rationally related to the preservation of health, safety and welfare of the residential character of neighborhoods.

Associate Planner Shanna Farley-Judkins stated that to her knowledge the two properties were long term rentals prior to current owners purchase, did not have a history of past transient occupancy tax payments which matches what the applicants have stated and did not find them to be advertising on any of the websites.

Dylan Johnson on behalf of Brownstein Hyatt Farber Schreck, LLP, acting as City Attorney of the City of Carpinteria, responded to the three Councilmember ruling by stating there are certain items under law which require a super majority to decide (4 out of 5 vote) and said this was not such an item so a majority of the quorum of the council was perfectly sufficient and mentioned there was nothing under law that would require four councilmembers or even unanimous vote to make a decision on this type of issue.

City Manager Dave Durflinger stated that a part of the comment was about the City's adoption of the legislation that established limits, which is now pending at the Coastal Commission. Mr. Durflinger noted that local governments in California legislate by two ways, through their representatives on the City Council and direct legislation initiate

through the ballot initiative process. He said those were the two ways that local law can be established and that this law was established through the City Council's legislative process.

Mayor Carty inquired about the status of these two units with regard to applying for short-term rentals should the ordinance before the Coastal Commission be approved and the temporary moratorium expire. Ms. Farley-Judkins responded should the Coastal Commission adopts the regulations as proposed and the moratorium allowed to be expired or revoked, the new regulations would be in place and a new application process would be announced and anyone who currently had a vacation rental license would be allowed to apply first and become licensed. She explained once it was known how many units choose to license in the new program, a number of licenses would then be available and would be offered through a lottery to new participants in the program. She noted the two subject units could then participate as part of that lottery in the foreseeable future should the Coastal Commission adopt the regulations.

Ms. Farley-Judkins responded to Vice-Mayor Shaw's inquiry about the transferability and renewals of licenses to new owners, stating that were two different issues, the moratorium and the new regulations. She explained under the current moratorium if someone were to sell a vacation rental, it would have had to be licensed by the owners and the taxes would have had to have been paid and property licensed for at least two years prior to the adoption of the moratorium, which was in 2013. In that situation, the property would have been able to continue to participate under the moratorium with the new owner through an administrative change of license to the new owner. She pointed out that under the proposed regulations, it would be different with the transfer of licenses not being allowed. She said the new owner would have to apply if a lottery was to be held and that the new owner would have to participate in that lottery process. She noted that under the new regulations there would be less of a guarantee for a vacation rental license to be attached to the land like in a land use permit but that the moratorium currently allows that exception.

Vice-Mayor Shaw inquired if staff had determined what typical amounts owners would gain on a short term rental. Ms. Farley-Judkins replied that situation was a little more difficult to analyze because many of those rentals have seasonality to them, are only rented during the summer short-term and rent long-term for nine months during the rest of the year. She said many are advertised for rates at around \$80 per night and some for \$500 per night and upwards of \$1,000 per night if on the beach. She concluded the rates vary dramatically depending on the type of unit and how close you are to the beach but said examples can be found to show the low end and high end of rental rates and that extensive review would have to be done to determine how many rent out for 100 percent of the year.

Jena Acos on behalf of Brownstein Hyatt Farber Schreck, LLP, acting as City Attorney of the City of Carpinteria, responded to Vice-Mayor Shaw's question regarding reasonable economic use. She replied one of the case laws reviewed stated that

substantially all standards applied to all reasonable economic uses and not just based on one economic use so in order to meet that standard that would require that all of the economic uses are diminished by approximately 80 percent. She explained that would mean that the applicants could not resell the unit, not live in the unit themselves, and that they could not use the unit as a second vacation home. She noted that in this instance, although the moratorium is temporarily prohibiting the issuance of short-term vacation rental licenses, there are still a range of other economic uses available to the property.

In response to Mayor Carty's inquiry about blanket licenses, Ms. Farley-Judkins responded that an extensive analysis had been done of the licenses that were issued. She said that since 2011 an analysis was initiated by Director of Parks and Recreation Mr. Matt Roberts when he issued Transient Occupancy Tax (TOT) Certificates to a number of multi-tenant property managed properties as individual licenses and including a few larger condo associations and that it was difficult to identify units but that over the course of five years, staff continued to ask for units to be identified when the taxes were paid. She commented that many, with the exception of a few cases, were identified through the payment of the taxes and documented through communications had with Mr. Roberts and the TOT Program. She stated it was her belief that the applicants believed that there was a blanket umbrella license; however, confirmed it had never been the City's procedure to issue blanket licenses for any type of use or business license. She noted many letters were sent, and are on file, documenting requests made for identification of the owners and their contact information to avoid the issue of a blanket permit. She commented as to the moratorium, saying it came up a little unexpectedly creating a line in the sand as numbers were needed to be determined at that time; but that as an emergency ordinance, it was handled in a way that notified the property owners at that time that had vacation rental licenses to make them aware of the process.

Councilmember Clark inquired whether granting this waiver and approving the two licenses would count against the cap that was included in the future ordinance or if it would remain the same. Ms. Farley-Judkins responded they it would count against the cap.

Vice-Mayor Shaw inquired should the waiver be allowed, if staff anticipated a continuous stream of people with the same issues before Council. Ms. Farley-Judkins responded that a similar hardship waiver had been received the prior week from an owner of property on Dorrance Way and that no supplemental documents had been submitted to explain their particular case. She said it was her belief that there might be a flow of applications that would follow the same argument. Vice-Mayor Shaw inquired that should that happen would this process make it more difficult for the ordinance going forward once it gets back from the Coastal Commission. Dylan Johnson on behalf of Brownstein Hyatt Farber Schreck, LLP, acting as City Attorney of the City of Carpinteria responded the council is not a judicial body such as a court that would be bound by prior precedent so there would be no requirement for the Council to draw the same

conclusion on each application even though they are substantially similar. It would raise an issue if the Council were to grant a request and then deny a very similar request later on. It could raise an issue of whether the Council was making reasoned rational decisions based on substantial evidence which is what a court would review if someone were to sue for the later denial. In practical terms, there is some reason to be concerned about precedential value but there is no strict requirement that the Council follow precedent. City Manager Dave Durflinger remarked that this was not dissimilar to a variance type request on a land use permit and those cases they are always unique to the specific circumstances of that request and the circumstances of that particular development application. He noted the option in the staff report, option C, which is not staff's recommendation is an alternative that would direct staff to go back and develop findings for consideration to grant the exception being requested. He said staff would return with findings that would be specific to the unique circumstance of the request at hand and that any other further findings the Council wished to make would be articulated. He annotated that if another request was received it would be similar but would never be exact to the approval granted by the Council because each application would be unique to the very circumstance of each particular request.

Motion by Councilmember Clark that the City Council finds that the subject application for Hardship Exception / Waiver does not show good cause and that the request should be denied.

Councilmember Clark stated that an abundant evidence was received that had not met the test of the ordinance in terms of all possible use; and if granted, an important precedent would be set allowing more future applications. He said this would be the case especially since granting would be against the ordinance because there has been no loss of use of property, let alone all use of property and it may be deemed as a way to get out of the cap or lottery.

Vice Mayor Shaw seconded the motion. He urged the current property owners to apply immediately for a license for their properties to be short-term vacation rentals once the proposed Ordinance was back from the Coastal Commission.

Mayor Carty agreed with the comments made by both Vice Mayor Shaw and Councilmember Clark.

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

COMMITTEE REPORTS, INQUIRIES AND OTHER MATTERS PRESENTED BY COUNCILMEMBERS: None

ATTENDANCE OF COUNCILMEMBERS FOR FUTURE MEETINGS

All Councilmembers present stated they would be at the next regular City Council meeting.

ADJOURNMENT

The meeting was adjourned at 7:00 p.m. by Mayor Carty in honor and memory of Miguel Checa.

Gregg A. Carty, Mayor

ATTEST:

Fidela Garcia, CMC, City Clerk

**City of Carpinteria
City Council Minutes
Regular Meeting
Council Chambers
Monday, July 25, 2016**

CALL TO ORDER

Mayor Carty called the meeting to order at 4:33 p.m.

ROLL CALL

Councilmember Al Clark, Councilmember Wade Nomura, Councilmember J. Bradley Stein, Vice Mayor Fred Shaw, and Mayor Gregg A. Carty were present. City Manager Dave Durflinger and Human Resources Manager Arlene Balmadrid were also present.

PUBLIC COMMENT ON CLOSED SESSION: None.

CLOSED SESSION

City Manager Dave Durflinger announced that the City Council would temporarily adjourn to a Closed Session for the purpose of the following item:

1. Public Employee Performance Evaluation – Government Code Section 54957

Title: City Manager Dave Durflinger

Mr. Durflinger exited the Council Chambers at 4:35 p.m.

TEMPORARY ADJOURNMENT TO CLOSED SESSION

The City Council recessed to Closed Session at 4:35 p.m.

CALL TO ORDER

Mayor Carty called the meeting to order at 5:30 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

Matt Roberts, Parks and Recreation Director

Erin Maker, Environmental Coordinator

Lt. Mike Perkins, Sheriff's Department

Steve Goggia, Community Development Director

CLOSED SESSION REPORT

1. Public Employee Performance Evaluation – Government Code Section 54957

Title: City Manager Dave Durflinger

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

PLEDGE OF ALLEGIANCE

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

INTRODUCTIONS, PROCLAMATIONS AND PRESENTATIONS

2. Presentation of the City's Summer Outstanding Community Partner Award to Friends of the Carpinteria Public Library

Mayor Carty presented the City's Summer Outstanding Community Partner Award to Jean Bailard, representing the Friends of the Carpinteria Public Library. Ms. Bailard thanked the City for all they do for the library. She also thanked the many bookstore volunteers and the community members who shop and make donations to the bookstore. She invited the community to join the Friends of the Carpinteria Public Library.

3. Presentation of Certificate of Commendation to Jeff Keough on his Retirement as Building Inspector for the City of Carpinteria

The presentation was postponed to later during the meeting.

PUBLIC INFORMATION REPORTS AND ANNOUNCEMENTS: None

CITY MANAGER'S REPORT

Matt Roberts, Parks and Recreation Director, provided a brief video presentation announcing Carpinteria's Aquatic Club, the Tritons, as the \$2,500 grand prize winner of American Pistachio Growers "Go America, Go USA" Water Polo contest. He noted that Coach Matt Organista had wanted to arrange for a trip to the Shaver Lake Tournament and he asked him to assist with applying to the contest. He stated that the prize proceeds from the winning video allowed the team to pay for their travel expenses to the tournament where they won second place. He also stated that the team participated in Ventura's Youth Water Polo League July 15 through 17, 2016, and the team won its third consecutive championship. He noted that the Junior Lifeguards went to the Huntington State Beach Regional Championships and Wyatt Stevenson won in the Beach Flags competition. He shared several photographs of the Junior Lifeguards participants.

PRESENTATIONS BY CITIZENS/PUBLIC COMMENT

Joyce Donaldson, representing the Carpinteria Valley Chamber of Commerce, invited everyone to the summer garden mixer on July 27 at the Rincon Beach Club. She noted that the Chamber would be co-hosting a meeting on August 10 from 5:30 p.m. to 6:30 p.m. at the Carpinteria Art Center to discuss the Highway 101, Carpinteria Avenue, and Casitas Pass Road Project Overview. She stated that the meeting would for all local businesses. She also stated that following this meeting the Chamber would hold an Open Streets Familiarization meeting at the Art Center. She thanked everyone who attended the recent ribbon-cutting ceremony at Island Brewing. She noted that the Chamber held a Bagel and Brew Employee Recognition Program at the Boys and Girls Club on July 23.

Michael Baker, Chief Executive Officer of the United Boys and Girls Club, noted that the Carpinteria club currently has 469 members and their average daily attendance is 90 children per day. He also noted that of the 469 members, 81 are teens. He stated that recent field trips included visits to the Carpinteria Art Center, Santa Barbara Museum of Contemporary Art, Carpinteria Community Pool, Carpinteria Library, Lake Cachuma, Lake Casitas, and Santa Barbara Botanical Gardens. He noted that studies show that a child that attends a Boys and Girls Club 105 days in a calendar year is twice as likely to graduate high school on time and twice as likely to lead a healthy lifestyle. He also noted that members are issued a purple membership card at the beginning of the year and when they attend the club 52 days in a calendar year a ceremony is held where they are given a silver card. He reported that there are 80 members who have received their silver card. He also stated that when a member attends the club 105 days in a calendar year a ceremony is held and they are given a gold card. He noted that there are 36 members who will be receiving their gold card, and he invited everyone to attend the Gold Card Ceremony on August 24 at 5:00 p.m. He expressed his hope that the City Council would recognize the Gold Card achievers during a City Council meeting.

INTRODUCTIONS, PROCLAMATIONS AND PRESENTATIONS - continued

3. Presentation of Certificate of Commendation to Jeff Keough on his Retirement as Building Inspector for the City of Carpinteria

Mayor Carty presented a Certificate of Commendation to Jeff Keough for his 16 years of service to the City of Carpinteria.

City Manager Dave Durflinger presented a framed photograph taken of City employees to Mr. Keough and wished him well on his retirement.

Mr. Keough thanked the City Council and staff and noted that he would be looking forward to enjoying his retirement.

Rich Povelle, long-time friend of Jeff Keough, wished him well on his retirement.

Councilmember Stein commended Mr. Keough on his expertise as a Building Inspector.

Mr. Keough introduced his family members in the audience.

AGENDA MODIFICATIONS: None.

CONSENT CALENDAR

Motion by Councilmember Stein, seconded by Vice Mayor Shaw, to approve the Consent Calendar.

Upon voice vote, motion carried unanimously

4. Receive and file Expenditures Report for the period beginning July 6, 2016 and ending July 19, 2016.
5. Receive and file Quarterly Review of Investment Results and Certifications Concerning Compliance with Investment Policy and Cash Flow Needs for the next six months.
6. Ratify Certificate of Commendation to Spencer Emmons for achieving the highest advancement in Scouting, the Eagle Award.
7. Consider cancelation of August 22 City Council meeting.

ADMINISTRATIVE MATTER: None

PUBLIC HEARING: None.

OTHER BUSINESS:

8. Environmentally Preferable Purchasing Policy for the City of Carpinteria

Recommendation: Approve and adopt an Environmentally Preferable Purchasing Policy, pertaining to purchases made by the City of Carpinteria

Erin Maker, Environmental Coordinator, presented the staff report.

There were no Public Comments.

Motion by Councilmember Clark, seconded by Councilmember Nomura, to adopt Resolution No. 5686, as read by title only, approving and adopting the Environmentally Preferable Purchasing Policy.

Upon voice vote, motion carried unanimously.

9. Sheriff's Department Annual Report on Law Enforcement Services

Recommendation: Receive and file report.

Lt. Mike Perkins, representing the Sheriff's Department, presented a PowerPoint presentation of the Sheriff's Department's Annual Report on the City's Law Enforcement Services, including Carpinteria Police staff and the services they provide.

Adam Alegria, Community Resource Deputy/Special Duty Deputy/Detective, noted that he has been assigned to the area for the past three and one-half years primarily in Goleta, and stated that he was looking forward to serving the City as Community Resource Deputy.

Lt. Perkins continued the PowerPoint presentation, including breakdown of police staffing, contract advantages of value added services, Part One crimes statistics for the past seven years showing decreased crime in the city, and police calls for service by fiscal year showing slight increased calls for service in the current year. He also provided a summary of planned police services for the fiscal year, including continuing accessibility with the community; working with the City Manager regarding summer augmentation police staffing; implementing Carpinteria Area Citizens Academy; working with the school district and the Fire Department on a critical incident response exercise during the summer months; and implementing a formatted patrol deployment with cost to be absorbed by the Sheriff's Department. He stated that in response to recent tragic activities occurring throughout the country, the Sheriff's Department received inquiries from the public on what they can do and he advised that if the public sees something, they should say something and they should not hesitate to contact law enforcement.

Mayor Carty inquired regarding the status of the Neighborhood Watch Program. Lt. Perkins responded that Senior Deputy Alegria would be taking over this program. He noted that many programs are on-line based through social media, including NextDoor. He also noted that he spoke with Public Information Officer Kelly Hoover regarding the Neighborhood Watch Program, which goes a long way to keeping tabs on individual neighborhoods and encourages the "see something say something" mentality. He stated that the Sheriff's Department is available to meet with residents to discuss and assist with Neighborhood Watch Programs.

Joyce Donaldson, on behalf of the Carpinteria Valley Chamber of Commerce and the community, noted that she receives very few calls regarding public safety. She expressed her appreciation to the Sheriff's Department and the Fire Department.

The report was received and filed.

10. A City Letter in Response to a Proposal by the Governor to Pre-empt Local Discretionary Land Use Approvals of Housing Developments with Modest Levels of Affordable Units

Recommendation: Approve and authorize the Mayor to sign on behalf of the City Council the proposed letter opposing the *Governor's By Right* housing bill.

Steve Goggia, Community Department Director, presented the staff report.

Councilmember Clark inquired regarding the term "modest levels of affordable units" as noted in the staff report. Mr. Goggia responded that it would be 20 percent of the units set aside for 30 years for owner-occupied units or 55 years for rental units for lower-income residents. Additionally, if Carpinteria was a transit priority area, then a minimum of five percent of the units must be set aside for very low-income or ten percent for lower-income. He noted that the City is not seeing any of these types of units in affordable housing projects or the density bonus. City Manager Dave Durflinger added that for the type of broad preemption for the local process that the bill is suggesting, it would not be a very high threshold to meet in terms of the 20 percent affordability requirement. He noted that this was similar to what is already available through the bonus density program and the City's inclusionary requirements.

Vice Mayor Shaw noted that the proposed bill has been discussed through the League of California Cities and he expressed concern with taking the city and the public's input out of the equation. He also expressed concern with the proposed provision that if a deadline is missed or inadequate documentation is provided the proposed project would be deemed to qualify for "by right" approval. Mr. Goggia noted that the City already practices a streamlining process and a 30-day timeframe to deem whether an application is complete or deficient in certain areas, and the City is very consistent with meeting those deadlines.

Councilmember Stein spoke in support of the proposed letter.

There were no Public Comments.

Motion by Councilmember Stein, seconded by Councilmember Nomura, to approve and authorize the Mayor to sign on behalf of the City Council the proposed letter opposing the *Governor's By Right* housing bill.

Upon voice vote, motion carried unanimously.

COMMITTEE REPORTS, INQUIRIES AND OTHER MATTERS PRESENTED BY COUNCILMEMBERS

Vice Mayor Shaw stated that he wanted to commend Code Enforcement staff, and noted that on the past Sunday graffiti was noted in the bluffs next to the kiosk and Code Enforcement staff responded quickly by painting over the graffiti. City Manager Dave Durflinger stated that Code Enforcement Officer Albert Torres works on the weekend to dispatch staff to respond to such matters.

Vice Mayor Shaw reported that the Bicycle Tourism Coalition met last Wednesday to continue their discussion of bicycle tourism and plan their end of summer celebration in the Rincon parking lot. He noted that additional information was available on their website at www.cyclecalcoast.com.

ATTENDANCE OF COUNCILMEMBERS FOR FUTURE MEETINGS

All Councilmembers are expected to be in attendance at the August 8, 2016 City Council meeting.

ADJOURNMENT

The meeting was adjourned at 6:31 p.m. by Mayor Carty.

Gregg A. Carty, Mayor

ATTEST:

Fidela Garcia, CMC, City Clerk

**City of Carpinteria
City Council Minutes
Regular Meeting
Council Chambers
Monday, August 8, 2016**

CALL TO ORDER

Vice Mayor Shaw called the meeting to order at 4:32 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 arrived at 4:35 p.m. City Manager Dave Durflinger, City Clerk Fidela Garcia, Human Resource Manager Arlene Balmadrid (arrived at 4:37pm) and Peter N. Brown and Hillary Steenberge, 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: 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 items:

- 1a. Public Employee Performance Evaluation – Government Code Section 54957

Title: City Manager Dave Durflinger

- 1b. Conference with Labor Negotiator(s) – Government Code Section 54957.6

Agency Designated Representatives: Arlene Balmadrid, Human Resources Director and Peter N. Brown and Hillary Steenberge, on behalf of Brownstein Hyatt Farber Schreck, LLP acting as City Attorney of the City of Carpinteria

Unrepresented Employee - City Manager Dave Durflinger

TEMPORARY ADJOURNMENT TO CLOSED SESSION

The City Council recessed to Closed Session at 4:37 p.m. City Manager Dave Durflinger did not participate during the Closed Session.

CALL TO ORDER

Mayor Carty called the meeting to order at 5:37 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
Jena Acos on behalf of Brownstein Hyatt Farber Schreck, LLP, acting as City Attorney of the City of Carpinteria
Fidela Garcia, City Clerk
John Thornberry, Administrative Services Director
Steve Goggia, Community Development Director
Charles Ebeling, Public Works Director
Matt Roberts, Parks and Recreation Director
Matt Maechler, Civil Engineer

CLOSED SESSION REPORT

1a. Public Employee Performance Evaluation – Government Code Section 54957

Title: City Manager Dave Durflinger

1b. Conference with Labor Negotiator(s) – Government Code Section 54957.6

Agency Designated Representatives: Arlene Balmadrid, Human Resources Director and Peter N. Brown and Hillary Steenberge, on behalf of Brownstein Hyatt Farber Schreck, LLP acting as City Attorney of the City of Carpinteria

Unrepresented Employee - City Manager Dave Durflinger

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

PLEDGE OF ALLEGIANCE

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

INTRODUCTIONS, PROCLAMATIONS AND PRESENTATIONS:

Mayor Clark stated that he would be adjourning the meeting in honor of and in memory of Viola Mae DeArkland.

PUBLIC INFORMATION REPORTS AND ANNOUNCEMENTS: None

CITY MANAGER'S REPORT

- Construction activities on the Linden Avenue/Casitas Pass Road Interchanges Project could begin as early as September 12. Kirsten Ayers from Ayers and Associates will hold several meetings with stakeholder groups in the community to discuss the project, construction phasing, and impacts. A meeting will be hosted on August 10 by the Carpinteria Valley Chamber of Commerce at the Art Center and another meeting will be held on August 30 at 5:00 p.m. at City Hall.
- The August 22 City Council meeting has been canceled, and the next Regular City Council meeting will be held on September 12.

PRESENTATIONS BY CITIZENS/PUBLIC COMMENT

Joyce Donaldson, representing the Carpinteria Valley Chamber of Commerce, stated that the Chamber would be hosting the Linden Avenue/Casitas Pass Road Interchanges Project overview for business and community members on August 10 from 5:30 p.m. to 6:30 p.m. at the Art Center. She also mentioned that following that meeting the Chamber would hold a Carpinteria Open Streets Brainstorming meeting. She invited everyone to the next Chamber Mixer at Cate School on August 17. She also invited everyone to the fifth anniversary ribbon-cutting at Nutbelly Pizzeria and Deli on September 1 at 3:30 p.m., and the Golf Outing Fundraiser on September 15 at Glen Alley Golf Course beginning at 1:00 p.m. She mentioned that the Chamber would hold a Don't Panic, Prepare Backpack Program in the Council Chambers on September 22 in recognition of Earthquake Preparedness Month.

AGENDA MODIFICATIONS: None.

CONSENT CALENDAR

Motion by Councilmember Stein, seconded by Councilmember Nomura, to approve the Consent Calendar.

Upon voice vote, motion carried unanimously

2. Receive and file the Expenditures Report for the period beginning July 20, 2016 and ending August 1, 2016.
3. Receive and file the Report of Contracts Executed by the City Manager on behalf of the City for the Period of July 1, 2015 through July 31, 2016.

ADMINISTRATIVE MATTER: None

PUBLIC HEARING: None.

OTHER BUSINESS:

4. Receipt of Requested Documents Identified in Legislative Subpoenas Served to Carpinteria Property Owners

Recommendation: That the City Council accept copies of subpoenaed records.

Peter Brown on behalf of Brownstein Hyatt Farber Schreck, LLP, acting as City Attorney of the City of Carpinteria stated that Jenna Acos on behalf of Brownstein Hyatt Farber Schreck, LLP, acting as City Attorney of the City of Carpinteria would have primary responsibility on this matter. He also stated that these legislative subpoenas involve short-term rental issues. He noted that in the past several Councilmembers recused themselves to avoid potential conflicts of interests and in those circumstances there were specific conflict of interest issues that the Councilmembers were addressing. He stated that this item would have a much general matter and there would be no action requested of the City Council as it was simply a receive and file type matter. He also stated that if there were any activities that were necessary to be taken with regard to these legislative subpoenas, they would be handled at the staff level without Council involvement. He further stated that it was the City Attorney Office's determination that no conflict of interest issues were raised with regard to this matter for individual Councilmembers.

Dave Durflinger, City Manager, presented the staff report.

There were no Public Comments.

The report was received and filed.

Jena Acos on behalf of Brownstein Hyatt Farber Schreck, LLP, acting as City Attorney of the City of Carpinteria departed from the meeting at 5:52 p.m.

5. 2016 Work Plan Status Report

Recommendation: Receive and file the 2016 Work Plan Status Report.

Dave Durlinger, City Manager, provided an overview and presented the General Government's Work Program Status Report.

John Thornberry, Administrative Services Director, provided a PowerPoint presentation and presented the Administrative Services Department's Work Program Status Report.

Steve Goggia, Community Development Director, continued the PowerPoint presentation and presented the Community Development's Work Program Status Report.

Charles Ebeling, Public Works Director, continued the PowerPoint presentation and presented the Public Works Department's Work Program Status Report. Councilmember Stein expressed his appreciation to Public Works Department staff.

Matt Roberts, Parks and Recreation Director, continued the PowerPoint presentation and presented the Parks and Recreation Department's Work Program Status Report. He responded to questions regarding parking in the vicinity of the proposed park at Concha Loma, availability of plots at the Community Garden, the logistics of relocating the play structure at Heath Ranch, and the timeline for completion of the garden at Fifth Street.

The report was received and filed.

6. Closeout of City Maintenance Project No. 15078, 2015 Street Rehabilitation Project

Recommendation: Authorize the Mayor to sign the Closeout Agreement and Release of Claims for City Maintenance Project No. 15078 (2015 Street Rehabilitation Project) with Granite Construction, and authorize the City Clerk to Release Performance Bond No. 82389675 in the amount of \$483,061.05.

Matt Maechler, Civil Engineer, presented the staff report.

There were no Public Comments.

Motion by Vice Mayor Shaw, seconded by Councilmember Stein, to authorize the Mayor to sign the Closeout Agreement and Release of Claims for City Maintenance Project No. 15078 (2015 Street Rehabilitation Project) with Granite Construction, and authorize the City Clerk to Release Performance Bond No. 82389675 in the amount of \$483,061.05.

Councilmember Nomura requested that staff provide the street names for the public's benefit. Mr. Maechler responded that the streets included Via Real, El Carro, Santa Ynez, La Tierra, a large portion of Carpinteria Avenue from Bailard towards the bluffs to

Highway 150, and a portion of the industrial area. He stated that he would include a map in future staff reports.

Upon voice vote, motion carried unanimously.

7. California Public Utilities Commission Notification Concerning Introduction of a New Area Code to the Area Served by the 805 Area Code and Consideration of Comment

Recommendation: Receive the report related to the introduction of a new area code to the area now served by the 805 area code and direct staff as determined appropriate.

Dave Durflinger, City Manager, presented the staff report.

Joyce Donaldson provided a brief comment regarding dialing 10 digits when making local calls.

Motion by Councilmember Clark, seconded by Councilmember Nomura, to receive and file the report.

Upon voice vote, motion carried unanimously.

8. Establishing a City Legislative Platform and/or a Legislative Committee

Recommendation: Provide direction to staff regarding establishing a Legislative Platform and/or a Legislative Committee.

Dave Durflinger, City Manager, presented the staff report. He responded to a question regarding the potential to alleviate staff's workload by stating that the formation of an ad hoc committee could provide an opportunity to reduce burden on staff and the ad hoc committee could bring legislation that might be of interest to the City Council's attention.

Vice Mayor Stein noted that the League of California Cities sends a monthly listing and executive summary of items going through the legislature, and he suggested that this listing could be reviewed by the two Councilmembers serving on an ad hoc committee. Mr. Durflinger responded that the monthly listing is called the "League Hot Bills" and he suggested that staff could provide this as part of the agenda packets.

Joyce Donaldson stated that the Chamber of Commerce belongs to the Chamber Alliance that meets once a month and includes all of the Chambers in Ventura and Santa Barbara Counties. She noted that they have a paid lobbyist and they review a chart of all of the active bills that pertain to business. She offered to share the chart with the City Council. She also noted that at her previous Chamber of Commerce she developed a comprehensive legislative platform, and she offered to share that with the City Council as well.

Councilmember Nomura expressed concern with forming a legislative committee if a controversial item comes forward and if the committee represents it incorrectly. He stated that in his opinion the current system works very well. He also expressed concern that if the City Council were to create a legislative committee it could be perceived as lobbying for one direction or another. He spoke in support of receiving a monthly listing in the agenda packet.

Mr. Durflinger stated that the agenda packets could include an information item with the League Hot Bills and the latest advocate list attached. He noted that the City Council would not be able to take any action on this type of generic agenda item, and the City Council would need to agree to direct staff to bring back an item on a future agenda.

Motion by Councilmember Stein, seconded by Vice Mayor Shaw, to move forward with staff providing the legislative updates when they are available in the City Council packets for the City Council's review at the City Council meetings and not create a legislative committee.

Mr. Durflinger mentioned that the League of California Cities Regional Representative, David Mullinax, offered to come to City Council meetings to discuss items coming before the legislature.

Upon voice vote, motion carried unanimously.

COMMITTEE REPORTS, INQUIRIES AND OTHER MATTERS PRESENTED BY COUNCILMEMBERS

Vice Mayor Shaw reported that he attended the Joint Affordable Housing Task Group meeting where Peoples Self Help Housing and Housing Trust Fund provided presentations. He noted that Peoples Self Help Housing would be initiating a program in San Luis Obispo to work with employers to buy a certain group of housing for their low-income employees. He also reported that Housing Trust Fund of Santa Barbara County would be putting together a \$2.5 million investment to fund loans so that people may be able to purchase a home in Santa Barbara County if they work in Santa Barbara County.

ATTENDANCE OF COUNCILMEMBERS FOR FUTURE MEETINGS

All Councilmembers are expected to be in attendance at the September 12, 2016 City Council meeting.

Mayor Carty offered condolences to the Weinberg family on the loss of their son.

ADJOURNMENT

The meeting was adjourned at 7:32 p.m. by Mayor Carty, in honor and in memory of Viola Mae DeArkland.

Gregg A. Carty, Mayor

ATTEST:

Fidela Garcia, CMC, City Clerk



City of Carpinteria

COUNCIL AGENDA STAFF REPORT September 12, 2016

ITEM FOR COUNCIL CONSIDERATION

Expenditures for the period beginning August 11, 2016 and ending September 6, 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 August 11, 2016 and ending September 6, 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

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09/06/16

CITY OF CARPINTERIA
Warrant Register
 August 11 through September 6, 2016

Date	Num	Name	Source Name	Memo	Account	Paid Amount
08/17/16	88731	AFLAC	AFLAC	INVOICE #118498	1000101 · Operating Cash 10	
08/01/16	118498		AFLAC	AUGUST 2016	2361194 · Wellness 61	(48.80)
			AFLAC	AUGUST 2016	1016194 · Wellness 16	(64.30)
			AFLAC	AUGUST 2016	1041194 · Wellness 41	(24.10)
			AFLAC	AUGUST 2016	1051194 · Wellness 51	(43.30)
			AFLAC	AUGUST 2016	1012194 · Wellness 12	(62.60)
			AFLAC	AUGUST 2016	1030194 · Wellness 30	(43.30)
			AFLAC	AUGUST 2016	1022194 · Wellness 22	(23.60)
			AFLAC	AUGUST 2016	1042194 · Wellness 42	(100.76)
			AFLAC	AUGUST 2016	1041194 · Wellness 41	(74.19)
			AFLAC	AUGUST 2016	1022194 · Wellness 22	(35.10)
			AFLAC	AUGUST 2016	2531194 · Wellness 31	(48.80)
			AFLAC	AUGUST 2016	1030194 · Wellness 30	(29.60)
			AFLAC	AUGUST 2016	2531194 · Wellness 31	(52.10)
			AFLAC	AUGUST 2016	3332194 · Wellness 32	(106.80)
			AFLAC	AUGUST 2016	1069194 · Wellness 69	(56.96)
			AFLAC	AUGUST 2016	1014194 · Wellness 14	(50.31)
			AFLAC	AUGUST 2016	1069194 · Wellness 69	(69.70)
			AFLAC	AUGUST 2016	1051194 · Wellness 51	(32.20)
			AFLAC	AUGUST 2016	2531194 · Wellness 31	(40.60)
TOTAL						(1,007.12)
08/17/16	88732	AG ENT INC	AG ENT INC		1000101 · Operating Cash 10	
08/01/16	16144		AG ENT INC	BF TEST	2361221 · Miscellaneous Contracts	(45.00)
08/08/16	16165		AG ENT INC	PUBIC RESTROOMS	2361221 · Miscellaneous Contracts	(555.26)
TOTAL						(600.26)
08/17/16	88733	ALAMO SELF STORAGE	ALAMO SELF STOR...	OFFSITE STORAGE FEES	1000101 · Operating Cash 10	
08/17/16			ALAMO SELF STOR...	OFFSITE STORAGE FEES	1013221 · Miscellaneous Contracts ...	(360.00)
TOTAL						(360.00)
08/17/16	88734	BOB TRAUTZ LAND DEV CO, INC	BOB TRAUTZ LAND...	4942	1000101 · Operating Cash 10	
06/06/16	4942		BOB TRAUTZ LAND...	COMMUNITY GARDEN GRANT	2000261 · Deferred Revenue 20	(4,024.80)
TOTAL						(4,024.80)
08/17/16	88735	CAL-SLA	CAL-SLA	17051	1000101 · Operating Cash 10	
08/03/16	17051		CAL-SLA	ANNUAL MEMBERSHIP DUES 2016-2017	2923308 · Supplies & Materials 23	(900.00)
TOTAL						(900.00)
08/17/16	88736	CALIFORNIA STATE DISBURSEMENT UNIT	CALIFORNIA STAT...	CASE NUMBER 0850182383-01	1000101 · Operating Cash 10	

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CITY OF CARPINTERIA
Warrant Register
 August 11 through September 6, 2016

Date	Num	Name	Source Name	Memo	Account	Paid Amount
08/15/16	PAYROLL 0...		CALIFORNIA STATE...	PAYROLL WITHHOLDING 08-18-16	1000105 · ICMA Cash	(330.46)
TOTAL						(330.46)
08/17/16	88737	CARPINTERIA SANITARY DISTRICT	CARPINTERIA SANI...	2016-1	1000101 · Operating Cash 10	
08/03/16	2016-1		CARPINTERIA SANI...	CDBG GRANT	2000261 · Deferred Revenue 20	(151.34)
			CARPINTERIA SANI...	CDBG GRANT	2079275 · Public Work Grants	(151.34)
TOTAL						(302.68)
08/17/16	88738	CARPINTERIA VALLEY CHAMBER OF COM...	CARPINTERIA VAL...	7544	1000101 · Operating Cash 10	
06/28/16	7544		CARPINTERIA VALL...	DIRECTORY ADVERTISING	4866303 · Printing & Advertising 66	(845.75)
TOTAL						(845.75)
08/17/16	88739	CENTRAL COAST IMAGING SOLUTIONS	CENTRAL COAST I...		1000101 · Operating Cash 10	
08/10/16	AR33626		CENTRAL COAST I...	COPIER SERVICING	1018222 · Equipment Maintenance	(625.08)
08/10/16	AR33627		CENTRAL COAST I...	COPIER SERVICING	1018222 · Equipment Maintenance	(58.12)
TOTAL						(683.20)
08/17/16	88740	COASTAL VIEW NEWS	COASTAL VIEW NE...		1000101 · Operating Cash 10	
08/04/16	48509		COASTAL VIEW NE...	FIRST FRIDAY	1044302 · Marketing Materials	(952.00)
08/15/16	48576		COASTAL VIEW NE...	OIL PAYMENT PROGRAM	2000261 · Deferred Revenue 20	(248.00)
TOTAL						(1,200.00)
08/17/16	88741	CRUZ, JUANA	CRUZ, JUANA	REFUND	1000101 · Operating Cash 10	
08/12/16	REFUND		CRUZ, JUANA	AQUATICS CLUB GRANT	2000261 · Deferred Revenue 20	(65.00)
TOTAL						(65.00)
08/17/16	88742	DAY, MZIA	DAY, MZIA	PROGRAM REFUND	1000101 · Operating Cash 10	
08/12/16	REFUND		DAY, MZIA	AQUATICS CLUB GRANT	2000261 · Deferred Revenue 20	(65.00)
TOTAL						(65.00)
08/17/16	88743	DRAKE HAGLAN & ASSOCIATES, INC.	DRAKE HAGLAN & ...	INVOICE #12034-47	1000101 · Operating Cash 10	
08/06/16	12034-47	15016	DRAKE HAGLAN & ...	HBR GRANT	2000261 · Deferred Revenue 20	(2,728.28)
		15016	DRAKE HAGLAN & ...	HBR GRANT	2079614 · FHWA HBR 20	(2,728.27)
		15016	DRAKE HAGLAN & ...	DIF PROGRAM HIGHWAY BRIDGES & INTERCH...	3100232 · DIF Highway Interchange	(353.48)
		15016	DRAKE HAGLAN & ...	DIF PROGRAM HIGHWAY BRIDGES & INTERCH...	3179616 · FHWA HBR 31	(353.48)
TOTAL						(6,163.51)

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CITY OF CARPINTERIA
Warrant Register
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Date	Num	Name	Source Name	Memo	Account	Paid Amount
08/17/16	88744	EDD-SDI	EDD-SDI	776-5147-9	1000101 · Operating Cash 10	
08/17/16	PAYROLL 0...		EDD-SDI	PAYROLL 08-18-16	1000223 · SDI Withheld	(813.45)
TOTAL						(813.45)
08/17/16	88745	EDD-SIT	EDD-SIT	932-0283-6	1000101 · Operating Cash 10	
08/17/16	PAYROLL 0...		EDD-SIT	PAYROLL 08-18-16	1000221 · SIT Withheld	(3,682.43)
TOTAL						(3,682.43)
08/17/16	88746	FIRST BANKCARD	FIRST BANKCARD	1949	1000101 · Operating Cash 10	
07/23/16	1949		FIRST BANKCARD	CODE ENFORCEMENT SUPPLIES	1022306 · Meetings & Travel 22	(151.20)
TOTAL						(151.20)
08/17/16	88747	FRONTIER COMMUNICATIONS	FRONTIER COMMU...	80568445080926025	1000101 · Operating Cash 10	
07/22/16	805-684-450...		FRONTIER COMMU...	OUTSIDE PD	1013301 · Telephone 13	(46.32)
TOTAL						(46.32)
08/17/16	88748	LESLIE'S POOL SUPPLIES INC	LESLIE'S POOL SU...	3013-104446	1000101 · Operating Cash 10	
05/05/16	3103-102375	LESLIE'S POOL SUPPLIES INC	LESLIE'S POOL SU...	3013-102375	1000211 · Accounts Payable	0.00
06/22/16	02179921-001	LESLIE'S POOL SUPPLIES INC	LESLIE'S POOL SU...	02179921-001	1000211 · Accounts Payable	0.00
06/23/16	02179921-002	LESLIE'S POOL SUPPLIES INC	LESLIE'S POOL SU...	02179921-002	1000211 · Accounts Payable	0.00
07/14/16	3013-104446		LESLIE'S POOL SU...	CITY POOL	4866338 · Chemicals	(2,384.56)
TOTAL						(2,384.56)
08/17/16	88749	LETICIA LANDEROS	LETICIA LANDEROS	PROGRAM REFUND	1000101 · Operating Cash 10	
08/12/16	REFUND		LETICIA LANDEROS	AQUATICS CLUB GRANT	2000261 · Deferred Revenue 20	(65.00)
TOTAL						(65.00)
08/17/16	88750	MCCORMIX CORP	MCCORMIX CORP	918964	1000101 · Operating Cash 10	
07/31/16	918964		MCCORMIX CORP	PW VEHICLE FUEL	3332307 · Vehicle Oper & Maintena...	(171.65)
TOTAL						(171.65)
08/17/16	88751	METHMANN, MARY	METHMANN, MARY	REFUND	1000101 · Operating Cash 10	
08/12/16	REFUND		METHMANN, MARY	AQUATICS CLUB REFUND	2000261 · Deferred Revenue 20	(65.00)
TOTAL						(65.00)

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Date	Num	Name	Source Name	Memo	Account	Paid Amount
08/17/16	88752	MUELLER, AMY	MUELLER, AMY	PROGRAM REFUND	1000101 · Operating Cash 10	
08/03/16	PROGRAM ...		MUELLER, AMY	PROGRAM REFUND	4848284 · OCEAN RECREATION ...	(70.00)
TOTAL						(70.00)
08/17/16	88753	PORT SUPPLY	PORT SUPPLY		1000101 · Operating Cash 10	
06/20/16	3241772		PORT SUPPLY	SWIM PLATFORMS	2862308 · Supplies & Materials 62	(30.70)
06/21/16	3241850		PORT SUPPLY	SWIM PLATFORMS	2862308 · Supplies & Materials 62	(43.03)
TOTAL						(73.73)
08/17/16	88754	ROCKWELL PRINTING	ROCKWELL PRINTL...	VOID: 28302	1000101 · Operating Cash 10	
TOTAL						0.00
08/17/16	88755	SAFETY MATTERS CERTIFIED TRAINING	SAFETY MATTERS ...	1697	1000101 · Operating Cash 10	
06/17/16	1697		SAFETY MATTERS ...	JUNIOR GUARDS	2862308 · Supplies & Materials 62	(495.00)
TOTAL						(495.00)
08/17/16	88756	SANTA BARBARA COUNTY, PUBLIC WORKS	SANTA BARBARA ...	INVOICE #IRWMP Q4 15-16	1000101 · Operating Cash 10	
07/20/16	IRWMP Q4 ...		SANTA BARBARA C...	FY 15/16 ANNUAL INSTALLMENT	1072217 · WM Program Implement...	(327.00)
TOTAL						(327.00)
08/17/16	88757	SCHATTELES-CONDE, LYNN	SCHATTELES-CON...	PROGRAM REFUND	1000101 · Operating Cash 10	
08/15/16	PROGRAM ...		SCHATTELES-CON...	PROGRAM REFUND	4848284 · OCEAN RECREATION ...	(175.00)
TOTAL						(175.00)
08/17/16	88758	SEUI LOCAL 620	SEUI LOCAL 620	PAYROLL 08-18-16	1000101 · Operating Cash 10	
08/15/16	PAYROLL 0...		SEUI LOCAL 620	PAYROLL 08-18-16	1000229 · SEIU Local 620	(168.67)
TOTAL						(168.67)
08/17/16	88759	SOLID WASTE SOLUTIONS INC	SOLID WASTE SOL...	INVOICE #126	1000101 · Operating Cash 10	
08/01/16	126		SOLID WASTE SOL...	AB949 COORDINATION	3937221 · Solid Waste	(3,741.00)
TOTAL						(3,741.00)
08/17/16	88760	STANTEC	STANTEC	INVOICE #1077235	1000101 · Operating Cash 10	

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Date	Num	Name	Source Name	Memo	Account	Paid Amount
07/26/16	1077235		STANTEC	ENGINEER SERVICES	2734224 · Traffic Engineering Retal...	(5,660.54)
TOTAL						(5,660.54)
08/17/16	88761	SWIMCAPZ.COM	SWIMCAPZ.COM	INVOICE 0005304	1000101 · Operating Cash 10	
08/02/16	0005304		SWIMCAPZ.COM	SWIM CLUB CAPS	4863300 · Triathlon Expense	(1,437.50)
TOTAL						(1,437.50)
08/17/16	88762	TACOS DON ROGE	TACOS DON ROGE	KEOUGH RETIREMENT	1000101 · Operating Cash 10	
08/10/16	KEOUGH R...		TACOS DON ROGE	KEOUGH RETIREMENT PARTY	1016310 · Employee/Public Relatio...	(315.00)
TOTAL						(315.00)
08/17/16	88763	UNITED WAY OF SANTA BARBARA COUNTY	UNITED WAY OF S...	PAYROLL 08-18-16	1000101 · Operating Cash 10	
08/15/16	PAYROLL 0...		UNITED WAY OF S...	PAYROLL 08-18-16	1000224 · United Way Payable	(24.00)
TOTAL						(24.00)
08/17/16	88764	VANTAGEPOINT TRANSFER AGENTS - 457	VANTAGEPOINT TR...	PAYROLL 08-18-16	1000101 · Operating Cash 10	
08/15/16	PAYROLL 0...		VANTAGEPOINT TR...	PAYROLL 08-18-16	1000105 · ICMA Cash	(1,125.00)
TOTAL						(1,125.00)
08/17/16	88765	VENCO WESTERN INC	VENCO WESTERN I...	INVOICE #0200759-IN	1000101 · Operating Cash 10	
07/31/16	2500759-IN		VENCO WESTERN I...	LOT #3	3332221 · Miscellaneous Contracts ...	(175.02)
TOTAL						(175.02)
08/17/16	88766	WEST GROUP	WEST GROUP	565-139-500	1000101 · Operating Cash 10	
08/01/16	834449721		WEST GROUP	SUBSCRIPTION PRODUCT CHARGES	1051305 · Dues & Subscriptions 51	(136.66)
TOTAL						(136.66)
08/17/16	88767	WHEN TO WORK, INC.	WHEN TO WORK, I...	INOIVCE #66913110-60-12-16	1000101 · Operating Cash 10	
08/08/16	66913110-6...		WHEN TO WORK, I...	ONLINE SCHEDULING @ POOL	4866308 · Supplies & Materials 66	(315.00)
TOTAL						(315.00)
08/17/16	88768	A-OK POWER EQUIPMENT	A-OK POWER EQUI...	193042	1000101 · Operating Cash 10	
07/25/16	193042		A-OK POWER EQUI...	PW SHOP	3332308 · Supplies & Materials 32	(64.80)

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CITY OF CARPINTERIA
Warrant Register
 August 11 through September 6, 2016

Date	Num	Name	Source Name	Memo	Account	Paid Amount
TOTAL						(64.80)
08/17/16	88769	ALL AROUND LANDSCAPE SUPPLY	ALL AROUND LAN...	S1896401.001	1000101 - Operating Cash 10	
07/28/16	S1896401.001		ALL AROUND LAND...	CITY HALL	3332308 - Supplies & Materials 32	(108.28)
TOTAL						(108.28)
08/17/16	88770	BUENA TOOL COMPANY	BUENA TOOL COM...	C2590	1000101 - Operating Cash 10	
07/25/16	20999		BUENA TOOL COM...	PW SUPPLIES	2531307 - Vehicle Oper & Maintena...	(28.83)
			BUENA TOOL COM...	PW SUPPLIES	3332308 - Supplies & Materials 32	(48.60)
			BUENA TOOL COM...	GONZALEZ SAFETY EQUIPMENT	1013197 - Indiv Equip Reimbursem...	(17.49)
TOTAL						(94.92)
08/17/16	88771	FRONTIER COMMUNICATIONS	FRONTIER COMMU...	20918825000615895	1000101 - Operating Cash 10	
07/28/16	2091882500...		FRONTIER COMMU...	TELEPHONE SERVICE	1013301 - Telephone 13	(666.68)
TOTAL						(666.68)
08/17/16	88772	SANTA BARBARA COUNTY, SHERIFF'S DEPT	SANTA BARBARA ...		1000101 - Operating Cash 10	
07/20/16	17-018		SANTA BARBARA C...	CONTRACT SERVICES	1021214 - SB County Sheriff	(281,468.42)
			SANTA BARBARA C...	CONTRACT SERVICES	1000150 - COPS Grant Receivable	(8,333.33)
			SANTA BARBARA C...	CONTRACT SERVICES	1121214 - SB County Sheriff 11	(1,303.25)
07/28/16	17-025		SANTA BARBARA C...	OVERTIME SERVICES	1021215 - Sheriff's Overtime	(361.39)
			SANTA BARBARA C...	SUMMER AUGMENTATION	1021216 - Augmentation	(586.21)
08/08/16	17-035		SANTA BARBARA C...	SHERIFF OVERTIME	1021215 - Sheriff's Overtime	(187.79)
TOTAL						(292,240.39)
08/17/16	88773	SANTA BARBARA PEST CONTROL	SANTA BARBARA ...	73747	1000101 - Operating Cash 10	
07/29/16	73747		SANTA BARBARA P...	ROW	3332223 - Chemical Treatment	(65.00)
TOTAL						(65.00)
08/17/16	88774	STAPLES ADVANTAGE	STAPLES ADVANT...		1000101 - Operating Cash 10	
07/27/16	3309453664		STAPLES ADVANT...	CITY HALL	1013224 - Interior Maintenance	(131.36)
07/28/16	3309536948		STAPLES ADVANT...	ROW	3332308 - Supplies & Materials 32	(14.25)
TOTAL						(145.61)
08/17/16	88775	THE STORAGE PLACE	THE STORAGE PLA...	STORAGE AUGUST 2016	1000101 - Operating Cash 10	
08/03/16	8772		THE STORAGE PLA...	OFFSITE STORAGE RENTAL	1013221 - Miscellaneous Contracts ...	(325.00)

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CITY OF CARPINTERIA
Warrant Register
 August 11 through September 6, 2016

Date	Num	Name	Source Name	Memo	Account	Paid Amount
TOTAL						(325.00)
08/17/16	88776	VAN ATTA ASSOCIATES INC	VAN ATTA ASSOCI...		1000101 · Operating Cash 10	
07/25/16	5644		VAN ATTA ASSOCI...	CARP/LINDEN AVE	1030221 · Contract Services 30	(7,992.50)
07/25/16	5624		VAN ATTA ASSOCI...	COMMUNITY GARDEN GRANT	2000261 · Deferred Revenue 20	(4,488.75)
TOTAL						(12,481.25)
08/17/16	88777	WATER GEAR INC	WATER GEAR INC		1000101 · Operating Cash 10	
07/26/16	00251335		WATER GEAR INC	POOL RESALE ITEMS	4866350 · Supplies for Resale	(241.88)
07/28/16	00251412		WATER GEAR INC	POOL RESALE ITEMS	4866350 · Supplies for Resale	(187.20)
TOTAL						(429.08)
08/17/16	88778	ROCKWELL PRINTING	ROCKWELL PRINTI...	28302	1000101 · Operating Cash 10	
07/05/16	28302		ROCKWELL PRINTI...	ESPARZA	1041303 · Printing & Advertising 41	(45.36)
			ROCKWELL PRINTI...	ECHEVERRIA	1022303 · Printing & Advertising	(45.36)
			ROCKWELL PRINTI...	TORRES	1022303 · Printing & Advertising	(45.36)
TOTAL						(136.08)
08/17/16	88779	BIG GREEN CLEANING COMPANY	BIG GREEN CLEAN...	472682	1000101 · Operating Cash 10	
08/01/16	472682		BIG GREEN CLEANI...	PROJ 4865	1000251 · Development Deposits	(80.40)
			BIG GREEN CLEANI...	VETS HALL	4865309 · Misc Operating Expense...	(39.60)
TOTAL						(120.00)
08/18/16	88780	HALL, DOLORES	HALL, DOLORES	REFUND	1000101 · Operating Cash 10	
09/01/16	REFUND		HALL, DOLORES	AQUATICS CLUB GRANT	2000261 · Deferred Revenue 20	(65.00)
TOTAL						(65.00)
08/18/16	88781	T. ROWE PRICE	T. ROWE PRICE	PAYROLL CONTRIBUTION - ANTHONY VEGA	1000101 · Operating Cash 10	
08/18/16	PAYROLL 0...		T. ROWE PRICE	PAYROLL 08-18-16 ANTHONY VEGA	1000105 · ICMA Cash	(50.00)
TOTAL						(50.00)
08/18/16	88782	FARLEY, SHANNA	FARLEY, SHANNA	LEAVE BUYOUT RETROACTIVE PAY	1000101 · Operating Cash 10	
08/18/16	RETRO 08-1...		FARLEY, SHANNA	LEAVE BUYOUT RETROACTIVE PAY	1000101 · Operating Cash 10	(255.97)
TOTAL						(255.97)
08/18/16	88783	COM3 CONSULTING INC	COM3 CONSULTIN...	INVOICE NO. CAB-0816	1000101 · Operating Cash 10	

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Date	Num	Name	Source Name	Memo	Account	Paid Amount
08/18/16	CAB-0816		COM3 CONSULTIN...	DIF HWY INTERCHANGE	3100232 · DIF Highway Interchange	(1,155.00)
			COM3 CONSULTIN...	DIF HWY INTERCHANGE	3179616 · FHWA HBR 31	(1,155.00)
TOTAL						(2,310.00)
08/24/16	88784	ALL AROUND LANDSCAPE SUPPLY	ALL AROUND LAN...	S1897060.001	1000101 · Operating Cash 10	
07/29/16	S1897060.001		ALL AROUND LAND...	ROW	3332308 · Supplies & Materials 32	(0.98)
TOTAL						(0.98)
08/24/16	88785	AT & T MOBILITY	AT & T MOBILITY	287270260355X07152016	1000101 · Operating Cash 10	
08/01/16			AT & T MOBILITY	POOL SUPT	4866308 · Supplies & Materials 66	(19.02)
			AT & T MOBILITY	ASP/AC	4868308 · Supplies & Materials 68	(19.02)
			AT & T MOBILITY	PARK MTC	2862308 · Supplies & Materials 62	(19.02)
			AT & T MOBILITY	BEACH	2862308 · Supplies & Materials 62	(19.02)
			AT & T MOBILITY	PW	1013308 · Supplies & Materials 13	(112.01)
			AT & T MOBILITY	PW	3332308 · Supplies & Materials 32	(19.02)
			AT & T MOBILITY	PW	2531308 · Supplies & Materials 31	(19.02)
TOTAL						(226.13)
08/24/16	88786	ATT	ATT	ACCOUNT 030-602-5152-001	1000101 · Operating Cash 10	
09/24/02	0306025152...		ATT	CIVIC CENTER	1013301 · Telephone 13	(32.38)
			ATT	PW	2531301 · Telephone 31	(1.44)
			ATT	BEACH	2862301 · Telephone 62	(5.26)
			ATT	POOL	4866301 · Telephone 66	(5.78)
TOTAL						(44.86)
08/24/16	88787	BIG GREEN CLEANING COMPANY	BIG GREEN CLEAN...	VOID:	1000101 · Operating Cash 10	
TOTAL						0.00
08/24/16	88788	CalPERS	CalPERS	SEPTEMBER 2016 HEALTH	1000101 · Operating Cash 10	
08/22/16	SEPT 2016 ...		CalPERS	SEPTEMBER 2016 HEALTH	1051194 · Wellness 51	(4,661.12)
			CalPERS	SEPTEMBER 2016 HEALTH	1011194 · Wellness 11	(1,877.65)
			CalPERS	SEPTEMBER 2016 HEALTH	1012194 · Wellness 12	(2,782.72)
			CalPERS	SEPTEMBER 2016 HEALTH	1013194 · Wellness 13	(1,472.98)
			CalPERS	SEPTEMBER 2016 HEALTH	1014194 · Wellness 14	(4,491.62)
			CalPERS	SEPTEMBER 2016 HEALTH	1016194 · Wellness 16	(666.91)
			CalPERS	SEPTEMBER 2016 HEALTH	1030194 · Wellness 30	(5,471.08)
			CalPERS	SEPTEMBER 2016 HEALTH	2531194 · Wellness 31	(4,418.94)
			CalPERS	SEPTEMBER 2016 HEALTH	1041194 · Wellness 41	(3,742.17)
			CalPERS	SEPTEMBER 2016 HEALTH	1042194 · Wellness 42	(1,413.96)
			CalPERS	SEPTEMBER 2016 HEALTH	1069194 · Wellness 69	(2,155.50)
			CalPERS	SEPTEMBER 2016 HEALTH	1022194 · Wellness 22	(2,606.04)
			CalPERS	SEPTEMBER 2016 HEALTH	2361194 · Wellness 61	(1,472.98)

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			CalPERS	SEPTEMBER 2016 HEALTH	3332194 · Wellness 32	(1,472.98)
			CalPERS	SEPTEMBER 2016 HEALTH	1044194 · Wellness 44	(1,472.98)
			CalPERS	PROJ 4860	1000251 · Development Deposits	(320.98)
			CalPERS	SEPTEMBER 2016 HEALTH	1016196 · Health Insurance Surcha...	(144.73)
			CalPERS	SEPTEMBER 2016 HEALTH	4868194 · Wellness 68	(1,133.06)
TOTAL						(41,778.40)
08/24/16	88789	CARPINTERIA VALLEY ROOFING	CARPINTERIA VAL...	POOL SHED	1000101 · Operating Cash 10	
08/15/16		POOL SHED	CARPINTERIA VALL...	ROOF REPAIR @ POOL SHED	3100243 · Park Aquatics DIF	(1,967.00)
TOTAL						(1,967.00)
08/24/16	88790	COAST OFFICE TECHNOLOGY	COAST OFFICE TE...	4998	1000101 · Operating Cash 10	
07/01/16	4998		COAST OFFICE TE...	COMPUTER MAINTENANCE	1018220 · System Administration	(3,795.00)
TOTAL						(3,795.00)
08/24/16	88791	COASTAL VIEW NEWS	COASTAL VIEW NE...	48573	1000101 · Operating Cash 10	
08/15/16	48573		COASTAL VIEW NE...	PET ADS	1047306 · Meetings & Travel 47	(25.00)
TOTAL						(25.00)
08/24/16	88792	DUDEK	DUDEK	20164232	1000101 · Operating Cash 10	
08/18/16	20164232		DUDEK	PROJ 1522	1000251 · Development Deposits	(450.00)
TOTAL						(450.00)
08/24/16	88793	EMEDCO	EMEDCO	9331552783	1000101 · Operating Cash 10	
07/21/16	9331552783		EMEDCO	POOL	4866308 · Supplies & Materials 66	(88.88)
TOTAL						(88.88)
08/24/16	88794	FAITH LUTHERAN CHURCH	FAITH LUTHERAN ...	PROJ 11195 REFUND	1000101 · Operating Cash 10	
08/19/16	PROJ 11195		FAITH LUTHERAN ...	PROJ 11195 REFUND	1000251 · Development Deposits	(1,432.70)
TOTAL						(1,432.70)
08/24/16	88795	GRAINGER	GRAINGER	9182236969	1000101 · Operating Cash 10	
07/29/16	9182236969		GRAINGER	ROW	3332225 · ROW Maintenance 32	(150.59)
TOTAL						(150.59)
08/24/16	88796	GUZMAN, JOSEPHINE	GUZMAN, JOSEPHI...	INVOICE #1017	1000101 · Operating Cash 10	

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08/14/16	1017		GUZMAN, JOSEPHI...	08-08-16 CC MEETING	1011221 · Contract Services 11	(200.00)
TOTAL						(200.00)
08/24/16	88797	HASLER	HASLER	7900-0110-3770-5400	1000101 · Operating Cash 10	
08/12/16	7900-0110-3...		HASLER	POSTAGE	1013302 · Postage 13	(1,000.00)
TOTAL						(1,000.00)
08/24/16	88798	IMPULSE INTERNET SERVICES	IMPULSE INTERNE...	835099	1000101 · Operating Cash 10	
08/12/16	835099		IMPULSE INTERNE...	TELEPHONE SERVICE	1013301 · Telephone 13	(2,133.56)
TOTAL						(2,133.56)
08/24/16	88799	METROPOLITAN LIFE INSURANCE CO	METROPOLITAN LI...	SEPTEMBER 2016 DENTAL	1000101 · Operating Cash 10	
08/15/16	SEPT 2016 ...		METROPOLITAN LI...	DENTAL PREMIUM SEPT 2016	1051194 · Wellness 51	(477.44)
			METROPOLITAN LI...	DENTAL PREMIUM SEPT 2016	1011194 · Wellness 11	(181.21)
			METROPOLITAN LI...	DENTAL PREMIUM SEPT 2016	1012194 · Wellness 12	(314.57)
			METROPOLITAN LI...	DENTAL PREMIUM SEPT 2016	1013194 · Wellness 13	(195.21)
			METROPOLITAN LI...	DENTAL PREMIUM SEPT 2016	1014194 · Wellness 14	(390.42)
			METROPOLITAN LI...	DENTAL PREMIUM SEPT 2016	1016194 · Wellness 16	(58.61)
			METROPOLITAN LI...	DENTAL PREMIUM SEPT 2016	1030194 · Wellness 30	(554.39)
			METROPOLITAN LI...	DENTAL PREMIUM SEPT 2016	2531194 · Wellness 31	(585.63)
			METROPOLITAN LI...	DENTAL PREMIUM SEPT 2016	1041194 · Wellness 41	(449.03)
			METROPOLITAN LI...	DENTAL PREMIUM SEPT 2016	1042194 · Wellness 42	(195.21)
			METROPOLITAN LI...	DENTAL PREMIUM SEPT 2016	1069194 · Wellness 69	(253.82)
			METROPOLITAN LI...	DENTAL PREMIUM SEPT 2016	1022194 · Wellness 22	(239.82)
			METROPOLITAN LI...	DENTAL PREMIUM SEPT 2016	3332194 · Wellness 32	(509.78)
			METROPOLITAN LI...	DENTAL PREMIUM SEPT 2016	1044194 · Wellness 44	(195.21)
			METROPOLITAN LI...	DENTAL PREMIUM SEPT 2016	2361194 · Wellness 61	(195.21)
			METROPOLITAN LI...	DENTAL PREMIUM SEPT 2016	4868194 · Wellness 68	(117.22)
TOTAL						(4,912.78)
08/24/16	88800	QUALITY WINDOWS, INC	QUALITY WINDOW...	B01-022735	1000101 · Operating Cash 10	
08/02/16	B01-022735		QUALITY WINDOW...	COMMUNITY GARDEN GRANT	2000261 · Deferred Revenue 20	(2,678.94)
TOTAL						(2,678.94)
08/24/16	88801	RESCUE TUBES	RESCUE TUBES	001	1000101 · Operating Cash 10	
08/02/16	001		RESCUE TUBES	JR GUARDS SUPPLIES	4867308 · Supplies & Materials 67	(1,440.00)
TOTAL						(1,440.00)
08/24/16	88802	SO CA EDISON	SO CA EDISON	2-01-201-6465	1000101 · Operating Cash 10	

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08/09/16	2-01-201-6465		SO CA EDISON	STREET LIGHTING	2923220 · Street Lighting	(7,120.79)
TOTAL						(7,120.79)
08/24/16	88803	STAPLES ADVANTAGE	STAPLES ADVANT...		1000101 · Operating Cash 10	
07/29/16	3309614908		STAPLES ADVANT...	BEACHES	2861225 · Marsh Park Maintenance	(37.94)
			STAPLES ADVANT...	ROW	3332221 · Miscellaneous Contracts ...	(75.82)
07/29/16	3309614910		STAPLES ADVANT...	PARKS	2361221 · Miscellaneous Contracts	(151.64)
			STAPLES ADVANT...	ROW	3332221 · Miscellaneous Contracts ...	(61.85)
TOTAL						(327.25)
08/24/16	88804	THE ARK PET SHOP	THE ARK PET SHOP	INVOICE #41	1000101 · Operating Cash 10	
08/15/16	41		THE ARK PET SHOP	PET SUPPLIES	1047308 · Supplies & Materials	(136.89)
TOTAL						(136.89)
08/24/16	88805	UNIVERSITY OF CALIFORNIA	UNIVERSITY OF CA...	REF #10546312	1000101 · Operating Cash 10	
08/17/16	10546312		UNIVERSITY OF CA...	CA LAW HANDBOOK 2016	1051305 · Dues & Subscriptions 51	(393.97)
TOTAL						(393.97)
08/24/16	88806	US HEALTHWORKS	US HEALTHWORKS	2958213-CA	1000101 · Operating Cash 10	
07/29/16	2958213-CA		US HEALTHWORKS	PRE-PLACEMENT PHYSICALS	1016320 · Pre-placement Health Sc...	(474.00)
TOTAL						(474.00)
08/24/16	88807	VENCES, CELINA *	VENCES, CELINA *	VETS HALL REFUND	1000101 · Operating Cash 10	
08/01/16	VETS HALL ...		VENCES, CELINA *	VETS HALL REFUND	1000231 · Veterans Building Depos...	(100.00)
TOTAL						(100.00)
08/24/16	88808	A-OK POWER EQUIPMENT	A-OK POWER EQUI...	194987	1000101 · Operating Cash 10	
08/03/16	194987		A-OK POWER EQUI...	PW SHOP	2531308 · Supplies & Materials 31	(103.94)
TOTAL						(103.94)
08/24/16	88809	AFLAC	AFLAC	INVOICE #549520	1000101 · Operating Cash 10	
08/12/16	549520		AFLAC	SEPT 2016	2361194 · Wellness 61	(48.80)
			AFLAC	SEPT 2016	1016194 · Wellness 16	(64.30)
			AFLAC	SEPT 2016	1041194 · Wellness 41	(24.10)
			AFLAC	SEPT 2016	1051194 · Wellness 51	(43.30)
			AFLAC	SEPT 2016	1012194 · Wellness 12	(62.60)
			AFLAC	SEPT 2016	1030194 · Wellness 30	(43.30)

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			AFLAC	SEPT 2016	1022194 · Wellness 22	(23.60)
			AFLAC	SEPT 2016	1042194 · Wellness 42	(100.76)
			AFLAC	SEPT 2016	1041194 · Wellness 41	(74.19)
			AFLAC	SEPT 2016	1022194 · Wellness 22	(35.10)
			AFLAC	SEPT 2016	2531194 · Wellness 31	(48.80)
			AFLAC	SEPT 2016	1030194 · Wellness 30	(29.60)
			AFLAC	SEPT 2016	2531194 · Wellness 31	(52.10)
			AFLAC	SEPT 2016	3332194 · Wellness 32	(106.80)
			AFLAC	SEPT 2016	1069194 · Wellness 69	(56.96)
			AFLAC	SEPT 2016	1014194 · Wellness 14	(50.31)
			AFLAC	SEPT 2016	1069194 · Wellness 69	(69.70)
			AFLAC	SEPT 2016	1051194 · Wellness 51	(32.20)
			AFLAC	SEPT 2016	2531194 · Wellness 31	(40.60)
TOTAL						(1,007.12)
08/24/16	88810	BIG GREEN CLEANING COMPANY	BIG GREEN CLEAN...		1000101 · Operating Cash 10	
08/01/16	480384		BIG GREEN CLEANI...	CITY HALL	1013224 · Interior Maintenance	(900.00)
08/01/16	480388		BIG GREEN CLEANI...	VETS HALL	4865224 · Custodial Services	(811.00)
			BIG GREEN CLEANI...	ASH	2861225 · Marsh Park Maintenance	(388.00)
			BIG GREEN CLEANI...	RESTROOMS	3332221 · Miscellaneous Contracts ...	(776.00)
			BIG GREEN CLEANI...	PARKS	2361221 · Miscellaneous Contracts	(1,555.00)
TOTAL						(4,430.00)
08/24/16	88811	CALIFORNIA PARKS & RECREATION SOCI...	CALIFORNIA PARK...	MEMBERSHIP RENEWAL- 2016	1000101 · Operating Cash 10	
08/02/16	2016 RENE...		CALIFORNIA PARK...	MEMBERSHIP DUES THRU OCTOBER 31, 2016	1069305 · Dues & Subscriptions 69	(170.00)
TOTAL						(170.00)
08/24/16	88812	COLANTUONO, HIGHSMITH & WHATLEY, P...	COLANTUONO, HIG...	31257	1000101 · Operating Cash 10	
08/02/16	31257		COLANTUONO, HIG...	2015 ASSESSMENTS	1030221 · Contract Services 30	(875.00)
TOTAL						(875.00)
08/24/16	88813	KEYSER MARSTON ASSOCIATES, INC. *	KEYSER MARSTON...	0029955	1000101 · Operating Cash 10	
08/03/16	0029955		KEYSER MARSTON...	PARK IMPROVEMENT	3100242 · Park Improvements DIF	(540.00)
TOTAL						(540.00)
08/24/16	88814	REAL GREEN GARDENING	REAL GREEN GAR...		1000101 · Operating Cash 10	
07/31/16	JULY 2016		REAL GREEN GAR...	BAILARD	2361306 · Bluffs Park Expense	(600.00)
			REAL GREEN GAR...	CARP CREEK	2361225 · Park Maintenance 61	(600.00)
			REAL GREEN GAR...	PROJ 4865	1000251 · Development Deposits	(80.00)
			REAL GREEN GAR...	LINDEN	2361306 · Bluffs Park Expense	(600.00)
			REAL GREEN GAR...	MARSH	2361225 · Park Maintenance 61	(500.00)
			REAL GREEN GAR...	MONTE VISTA	2361225 · Park Maintenance 61	(1,450.00)

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			REAL GREEN GAR...	SEASIDE	4865220 · Grounds Maintenance 65	(275.00)
			REAL GREEN GAR...	COASTAL VIEW	2861225 · Marsh Park Maintenance	(400.00)
			REAL GREEN GAR...	TAR PITS	2861225 · Marsh Park Maintenance	(500.00)
			REAL GREEN GAR...	PROJ 4865	1000251 · Development Deposits	(134.00)
			REAL GREEN GAR...	VETS HALL	4865309 · Misc Operating Expense...	(66.00)
			REAL GREEN GAR...	VIOLA	2361306 · Bluffs Park Expense	(800.00)
07/31/16	1599		REAL GREEN GAR...	TRAIN STATION	3332221 · Miscellaneous Contracts ...	(2,040.00)
07/31/16	JULY 2016		REAL GREEN GAR...	PARKS	2361221 · Miscellaneous Contracts	(1,976.00)
TOTAL						(10,021.00)
08/24/16	88815	SATCOM GLOBAL FZE	SATCOM GLOBAL ...	AS08160536	1000101 · Operating Cash 10	
08/01/16	AS08160536		SATCOM GLOBAL F...	IRIDIUM TRADE-UP	1024215 · Disaster Preparedness	(42.75)
TOTAL						(42.75)
08/24/16	88816	SO CA EDISON	SO CA EDISON		1000101 · Operating Cash 10	
08/18/16	2-25-126-2002		SO CA EDISON	VIOLA	2361313 · Utility - Electric 23	(32.01)
08/18/16	2-27-939-9950		SO CA EDISON	HOCKEY RINK	1013314 · Utility - Natural Gas	(22.88)
TOTAL						(54.89)
08/24/16	88817	STAPLES ADVANTAGE	STAPLES ADVANT...	3310637076	1000101 · Operating Cash 10	
08/04/16	3310637076		STAPLES ADVANT...	OFFICE SUPPLIES	1013308 · Supplies & Materials 13	(36.18)
TOTAL						(36.18)
08/24/16	88818	STUDENT TRANSPORTATION OF AMERICA	STUDENT TRANSP...	INVOICE 0379043	1000101 · Operating Cash 10	
08/03/16	0379043		STUDENT TRANSP...	JR LIFEGUARD TRANSPORTATION	4867308 · Supplies & Materials 67	(1,878.02)
TOTAL						(1,878.02)
08/24/16	88819	TRANSAMERICA EMPLOYEE BENEFITS	TRANSAMERICA E...	GROUP ID#G000026466	1000101 · Operating Cash 10	
08/31/16	SEPT 2016 ...		TRANSAMERICA E...	SEPT 2016 WELLNESS	1030194 · Wellness 30	(18.75)
			TRANSAMERICA E...	SEPT 2016 WELLNESS	1016194 · Wellness 16	(35.70)
			TRANSAMERICA E...	SEPT 2016 WELLNESS	1030194 · Wellness 30	(56.75)
			TRANSAMERICA E...	SEPT 2016 WELLNESS	1041194 · Wellness 41	(36.45)
			TRANSAMERICA E...	SEPT 2016 WELLNESS	4868194 · Wellness 68	(35.70)
			TRANSAMERICA E...	SEPT 2016 WELLNESS	1011194 · Wellness 11	(18.75)
			TRANSAMERICA E...	SEPT 2016 WELLNESS	1030194 · Wellness 30	(40.68)
			TRANSAMERICA E...	SEPT 2016 WELLNESS	1012194 · Wellness 12	(33.12)
			TRANSAMERICA E...	SEPT 2016 WELLNESS	1022194 · Wellness 22	(35.70)
			TRANSAMERICA E...	SEPT 2016 WELLNESS	1012194 · Wellness 12	(35.70)
			TRANSAMERICA E...	SEPT 2016 WELLNESS	1041194 · Wellness 41	(87.43)
			TRANSAMERICA E...	SEPT 2016 WELLNESS	1041194 · Wellness 41	(33.12)
			TRANSAMERICA E...	SEPT 2016 WELLNESS	1022194 · Wellness 22	(72.48)
			TRANSAMERICA E...	AUGUST 2016 WELLNESS	2531194 · Wellness 31	(109.37)

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			TRANSAMERICA E...	AUGUST 2016 WELLNESS	1030194 · Wellness 30	(35.70)
			TRANSAMERICA E...	AUGUST 2016 WELLNESS	2531194 · Wellness 31	(67.40)
			TRANSAMERICA E...	AUGUST 2016 WELLNESS	1011194 · Wellness 11	(35.70)
			TRANSAMERICA E...	AUGUST 2016 WELLNESS	1022194 · Wellness 22	(18.75)
			TRANSAMERICA E...	AUGUST 2016 WELLNESS	4868194 · Wellness 68	(18.75)
TOTAL						(826.00)
08/24/16	88820	US BANK	US BANK	VOID: ACCOUNT 95462880	1000101 · Operating Cash 10	
TOTAL						0.00
08/24/16	88821	ZWORLD GIS	ZWORLD GIS	2016-0175	1000101 · Operating Cash 10	
08/01/16	2016-0175		ZWORLD GIS	GIS WEB MAPPING	2536226 · Engineering Retainer	(2,083.32)
TOTAL						(2,083.32)
08/24/16	88822	BIG GREEN CLEANING COMPANY	BIG GREEN CLEAN...		1000101 · Operating Cash 10	
07/29/16	480143		BIG GREEN CLEANI...	ROW CLEANUP	3332221 · Miscellaneous Contracts ...	(504.00)
07/29/16	480142		BIG GREEN CLEANI...	RESTROOMS	2861225 · Marsh Park Maintenance	(132.58)
			BIG GREEN CLEANI...	RESTROOMS	3332221 · Miscellaneous Contracts ...	(265.14)
			BIG GREEN CLEANI...	RESTROOMS	2361221 · Miscellaneous Contracts	(530.28)
TOTAL						(1,432.00)
08/24/16	88823	BERRY GENERAL ENGINEERING CONTRA...	BERRY GENERAL ...	INVOICE #6722	1000101 · Operating Cash 10	
08/15/16	6722		BERRY GENERAL E...	CDBG GRANT	2000261 · Deferred Revenue 20	(56,331.01)
			BERRY GENERAL E...	CDBG GRANT	2079275 · Public Work Grants	(56,331.00)
TOTAL						(112,662.01)
08/31/16	88824	ACCESS CONTROL SECURITY, INC.	ACCESS CONTROL...		1000101 · Operating Cash 10	
08/05/16	0024273		ACCESS CONTROL...	VETS HALL SECURITY	1000231 · Veterans Building Depos...	(312.08)
08/19/16	0024363		ACCESS CONTROL...	VETS HALL SECURITY	4848352 · VETS HALL RENTALS	(98.55)
TOTAL						(410.63)
08/31/16	88825	ANIMAL MEDICAL CLINIC	ANIMAL MEDICAL ...	183435	1000101 · Operating Cash 10	
08/16/16	183435		ANIMAL MEDICAL C...	ANIMAL SHELTERING	1047213 · Animal Sheltering	(2,095.00)
TOTAL						(2,095.00)
08/31/16	88826	BROWNSTEIN HYATT FARBER SCHRECK	BROWNSTEIN HYA...	648416	1000101 · Operating Cash 10	
08/16/16	648416		BROWNSTEIN HYA...	CITY ATTORNEY RETAINER	1017220 · City Attorney Retainer	(31,482.50)

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TOTAL						(31,482.50)
08/31/16	88827	CA SOCIETY OF MUNICIPAL FINANCE OFFI...	CA SOCIETY OF M...	INV-16	1000101 · Operating Cash 10	
08/30/16	INV-16		CA SOCIETY OF MU...	CSMFO AWARD FY 2016-2017	1014305 · Dues & Subscriptions 14	(150.00)
TOTAL						(150.00)
08/31/16	88828	COASTAL VIEW NEWS	COASTAL VIEW NE...	48605	1000101 · Operating Cash 10	
08/16/16	48605		COASTAL VIEW NE...	PET ADS	1047303 · Printing & Advertising 47	(25.00)
TOTAL						(25.00)
08/31/16	88829	GARDNER, CHARLIE *	GARDNER, CHARLI...	CLEANING DEPOSIT REFUND	1000101 · Operating Cash 10	
08/22/16	CLEANING ...		GARDNER, CHARLI...	CLEANING DEPOSIT REFUND	1000231 · Veterans Building Depos...	(300.00)
TOTAL						(300.00)
08/31/16	88830	GRANITE CONSTRUCTION COMPANY	GRANITE CONSTR...	2015 PVMT REHAB RETAINER	1000101 · Operating Cash 10	
08/29/16	2015 PVMT ...		GRANITE CONSTR...	LSTP CARP 09 GRANT	2000261 · Deferred Revenue 20	(23,048.46)
			GRANITE CONSTR...	LSTP CARP 09 GRANT	2079275 · Public Work Grants	(23,048.46)
TOTAL						(46,096.92)
08/31/16	88831	HUNTER, KATHERINE	HUNTER, KATHERI...	POOL REFUND	1000101 · Operating Cash 10	
08/25/16	POOL REFU...		HUNTER, KATHERI...	POOL PROGRAM REFUND	4848401 · LEARN TO SWIM TUITI...	(78.00)
TOTAL						(78.00)
08/31/16	88832	JFM WEB DESIGN	JFM WEB DESIGN	16-0180	1000101 · Operating Cash 10	
08/25/16	16-0180		JFM WEB DESIGN	QUARTERLY BASIC HOSTING TRIATHLON 2016	4863300 · Triathlon Expense	(41.85)
TOTAL						(41.85)
08/31/16	88833	LESLIE'S POOL SUPPLIES INC	LESLIE'S POOL SU...	3013-105709	1000101 · Operating Cash 10	
08/24/16	3013-105709		LESLIE'S POOL SU...	CITY POOL	4866338 · Chemicals	(3,907.65)
TOTAL						(3,907.65)
08/31/16	88834	LINCOLN FINANCIAL GROUP	LINCOLN FINANCIA...	SEPTEMBER 2016	1000101 · Operating Cash 10	
09/01/16	SEPT 2016 ...		LINCOLN FINANCIA...	SEPTEMBER 2016	1051191 · Life Insurance Premiums...	(67.78)
			LINCOLN FINANCIA...	SEPTEMBER 2016	1011191 · Life Insurance Premiums...	(107.68)
			LINCOLN FINANCIA...	SEPTEMBER 2016	1012191 · Life Insurance Premiums...	(130.60)

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			LINCOLN FINANCIA...	SEPTEMBER 2016	1013191 - Life Insurance Premiums...	(34.68)
			LINCOLN FINANCIA...	SEPTEMBER 2016	1014191 - Life Insurance Premiums...	(247.10)
			LINCOLN FINANCIA...	SEPTEMBER 2016	1016191 - Life Insurance Premiums...	(177.46)
			LINCOLN FINANCIA...	SEPTEMBER 2016	1030191 - Life Insurance Premiums...	(311.22)
			LINCOLN FINANCIA...	SEPTEMBER 2016	2531191 - Life Insurance Premiums...	(235.34)
			LINCOLN FINANCIA...	SEPTEMBER 2016	1041191 - Life Insurance Premiums...	(379.49)
			LINCOLN FINANCIA...	SEPTEMBER 2016	1042191 - Life Insurance Premiums...	(201.51)
			LINCOLN FINANCIA...	SEPTEMBER 2016	1069191 - Life Insurance Premiums...	(195.16)
			LINCOLN FINANCIA...	SEPTEMBER 2016	1022191 - Life Insurance Premiums...	(144.51)
			LINCOLN FINANCIA...	SEPTEMBER 2016	3332191 - Life Insurance Premiums...	(102.32)
			LINCOLN FINANCIA...	SEPTEMBER 2016	1044191 - Life Insurance Premiums...	(112.40)
			LINCOLN FINANCIA...	SEPTEMBER 2016	2361191 - Life Insurance Premiums...	(81.13)
			LINCOLN FINANCIA...	SEPTEMBER 2016	4868191 - Life Insurance Premiums...	(70.26)
TOTAL						(2,598.64)
08/31/16	88835	MARQUEZ, MARIBEL	MARQUEZ, MARIBEL	VETS HALL REFUND	1000101 - Operating Cash 10	
08/26/16	VETS HALL ...		MARQUEZ, MARIBEL	DEPOSIT REFUND	1000231 - Veterans Building Depos...	(300.00)
TOTAL						(300.00)
08/31/16	88836	MNS ENGINEERS INC	MNS ENGINEERS I...		1000101 - Operating Cash 10	
08/22/16	67361		MNS ENGINEERS INC	PROJ 1742	1000251 - Development Deposits	(2,200.00)
08/22/16	67362		MNS ENGINEERS INC	ENGINEERING SERVICES	2536226 - Engineering Retainer	(200.00)
TOTAL						(2,400.00)
08/31/16	88837	OSBORN, MARTIN	OSBORN, MARTIN	REFUND VETS HALL DEPOSIT	1000101 - Operating Cash 10	
08/30/16	VETS HALL ...		OSBORN, MARTIN	VETS HALL REFUND	1000231 - Veterans Building Depos...	(300.00)
			OSBORN, MARTIN	SECURITY SERVICES REFUND	4848352 - VETS HALL RENTALS	(85.25)
TOTAL						(385.25)
08/31/16	88838	PQL LIGHTING	PQL LIGHTING	406583	1000101 - Operating Cash 10	
08/05/16	406583		PQL LIGHTING	PW SHOP	1013224 - Interior Maintenance	(249.75)
TOTAL						(249.75)
08/31/16	88839	PROFESSIONAL WASH CENTER	PROFESSIONAL W...	8659	1000101 - Operating Cash 10	
08/02/16	8659		PROFESSIONAL W...	USA BANNERS	3332308 - Supplies & Materials 32	(32.81)
TOTAL						(32.81)
08/31/16	88840	SANTA BARBARA COUNTY, SHERIFF'S DEPT	SANTA BARBARA ...	16-292	1000101 - Operating Cash 10	
05/31/16	16-292		SANTA BARBARA C...	SHERIFF OVERTIME	1021215 - Sheriff's Overtime	(62.98)

12:26 PM

09/06/16

CITY OF CARPINTERIA
Warrant Register
 August 11 through September 6, 2016

Date	Num	Name	Source Name	Memo	Account	Paid Amount
TOTAL						(62.98)
08/31/16	88841	SANTA BARBARA PEST CONTROL	SANTA BARBARA ...	76257	1000101 · Operating Cash 10	
08/02/16	76257		SANTA BARBARA P...	CITY HALL	1013221 · Miscellaneous Contracts ...	(380.00)
TOTAL						(380.00)
08/31/16	88842	SOUTHERN ADVERTISING	SOUTHERN ADVER...	INVOICE I-43520	1000101 · Operating Cash 10	
04/30/16	I-43520		SOUTHERN ADVER...	UNIFORMS	2361221 · Miscellaneous Contracts	(481.80)
TOTAL						(481.80)
08/31/16	88843	TRI-COUNTY OFFICE FURNITURE	TRI-COUNTY OFFIC...	INVOICE #121523	1000101 · Operating Cash 10	
08/17/16	121523		TRI-COUNTY OFFIC...	OFFICE FURNITURE	1013224 · Interior Maintenance	(155.40)
TOTAL						(155.40)
08/31/16	88844	WESTERN EXTERMINATOR COMPANY	WESTERN EXTERM...	JULY 2016 BILLING	1000101 · Operating Cash 10	
08/15/16	JULY 2016 ...		WESTERN EXTERM...	PROJ 4865 MEDICAL CLINIC	1000251 · Development Deposits	(48.50)
TOTAL						(48.50)
08/31/16	88845	ALL AROUND LANDSCAPE SUPPLY	ALL AROUND LAN...	S1899043.001	1000101 · Operating Cash 10	
08/09/16	S1899043.001		ALL AROUND LAND...	PW SHOP	2531308 · Supplies & Materials 31	(36.73)
TOTAL						(36.73)
08/31/16	88846	HINDERLITER DE LLAMAS	HINDERLITER DE L...	INVOICE 0025741-IN	1000101 · Operating Cash 10	
08/11/16	0025741-IN		HINDERLITER DE L...	CONTRACT SERVICES - SALES TAX 3RD QUAR...	1010121 · SALES TAX	(988.16)
TOTAL						(988.16)
08/31/16	88847	MARBORG INDUSTRIES	MARBORG INDUST...	3832957	1000101 · Operating Cash 10	
08/11/16	3832957		MARBORG INDUST...	VIOLA FIELDS	2361221 · Miscellaneous Contracts	(290.00)
TOTAL						(290.00)
08/31/16	88848	SO CA EDISON	SO CA EDISON		1000101 · Operating Cash 10	
08/25/16	2-00-378-2059		SO CA EDISON	CIVIC CENTER	1013313 · Utility - Electric 13	(1,455.79)
			SO CA EDISON	ROW	3332313 · Utility - Electric 32	(47.14)
			SO CA EDISON	PARKING	3332313 · Utility - Electric 32	(98.84)
			SO CA EDISON	PARKS	2361313 · Utility - Electric 23	(300.44)

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09/06/16

CITY OF CARPINTERIA
Warrant Register
 August 11 through September 6, 2016

Date	Num	Name	Source Name	Memo	Account	Paid Amount
08/26/16	2-19-146-8248		SO CA EDISON	STREET LIGHTING	2923220 · Street Lighting	(236.12)
08/26/16	2-17-070-7434		SO CA EDISON	BIKEWAYS	2923225 · Public Right of Way Ligh...	(22.24)
			SO CA EDISON	9TH STREET	2923220 · Street Lighting	(36.66)
			SO CA EDISON	1 CARP AVE	2923220 · Street Lighting	(52.05)
TOTAL						(2,249.28)
08/31/16	88849	STAPLES ADVANTAGE	STAPLES ADVANT...	3311135460	1000101 · Operating Cash 10	
08/10/16	3311135460		STAPLES ADVANT...	OFFICE SUPPLIES	1013308 · Supplies & Materials 13	(1,264.90)
TOTAL						(1,264.90)
08/31/16	88850	VENCO POWER SWEEPING INC	VENCO POWER SW...	INVOICE 0045191-IN	1000101 · Operating Cash 10	
08/15/16			VENCO POWER S...	STREET SWEEPING SERVICE	2531227 · Street Sweeping	(3,318.60)
TOTAL						(3,318.60)
08/31/16	88851	WATER GEAR INC	WATER GEAR INC	00251637	1000101 · Operating Cash 10	
08/09/16	00251637		WATER GEAR INC	POOL RESALE ITEMS	4866350 · Supplies for Resale	(71.42)
TOTAL						(71.42)
08/31/16	88852	WILLDAN	WILLDAN	010-32093	1000101 · Operating Cash 10	
08/24/16	010-32093		WILLDAN	DIF UPDATE	1030221 · Contract Services 30	(1,625.00)
TOTAL						(1,625.00)
09/01/16	88853	CALIFORNIA STATE DISBURSEMENT UNIT	CALIFORNIA STAT...	CASE NUMBER 0850182383-01	1000101 · Operating Cash 10	
09/01/16	PAYROLL 0...		CALIFORNIA STATE...	PAYROLL WITHHOLDING 09-01-16	1000105 · ICMA Cash	(330.46)
TOTAL						(330.46)
09/01/16	88854	EDD-SDI	EDD-SDI	776-5147-9	1000101 · Operating Cash 10	
09/01/16	PAYROLL 0...		EDD-SDI	PAYROLL 09-01-16	1000223 · SDI Withheld	(866.45)
TOTAL						(866.45)
09/01/16	88855	EDD-SIT	EDD-SIT	932-0283-6	1000101 · Operating Cash 10	
09/01/16	PAYROLL 0...		EDD-SIT	PAYROLL 09-01-16	1000221 · SIT Withheld	(3,894.67)
TOTAL						(3,894.67)
09/01/16	88856	SEUI LOCAL 620	SEUI LOCAL 620	PAYROLL 09-01-16	1000101 · Operating Cash 10	

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09/06/16

CITY OF CARPINTERIA
Warrant Register
 August 11 through September 6, 2016

Date	Num	Name	Source Name	Memo	Account	Paid Amount
09/01/16	PAYROLL 0...		SEUI LOCAL 620	PAYROLL 09-01-16	1000229 · SEIU Local 620	(168.67)
TOTAL						(168.67)
09/01/16	88857	T. ROWE PRICE	T. ROWE PRICE	PAYROLL CONTRIBUTION - ANTHONY VEGA	1000101 · Operating Cash 10	
09/01/16	PAYROLL 0...		T. ROWE PRICE	PAYROLL 09-01-16 ANTHONY VEGA	1000105 · ICMA Cash	(50.00)
TOTAL						(50.00)
09/01/16	88858	UNITED WAY OF SANTA BARBARA COUNTY	UNITED WAY OF S...	PAYROLL 09-01-16	1000101 · Operating Cash 10	
09/01/16	PAYROLL 0...		UNITED WAY OF S...	PAYROLL 09-01-16	1000224 · United Way Payable	(24.00)
TOTAL						(24.00)
09/01/16	88859	VANTAGEPOINT TRANSFER AGENTS - 457	VANTAGEPOINT TR...	PAYROLL 09-01-16	1000101 · Operating Cash 10	
09/01/16	PAYROLL 0...		VANTAGEPOINT TR...	PAYROLL 09-01-16	1000105 · ICMA Cash	(1,125.00)
TOTAL						(1,125.00)
09/01/16	88860	DURFLINGER, DAVID	DURFLINGER, DAVID	CELL PHONE REIMBURSEMENT	1000101 · Operating Cash 10	
09/01/16			DURFLINGER, DAVID	CELL PHONE REIMBURSEMENT	1012308 · Supplies & Materials 12	(65.00)
TOTAL						(65.00)
09/01/16	88861	MEDEL, PAUL	MEDEL, PAUL	CELL PHONE REIMBURSEMENT	1000101 · Operating Cash 10	
09/01/16			MEDEL, PAUL	CELL PHONE REIMBURSEMENT	2531308 · Supplies & Materials 31	(65.00)
TOTAL						(65.00)
09/01/16	88862	VENCO WESTERN INC	VENCO WESTERN I...	INVOICE #0149019-IN	1000101 · Operating Cash 10	
08/24/16			VENCO WESTERN I...	ROW	3332221 · Miscellaneous Contracts ...	(1,793.19)
			VENCO WESTERN I...	CITY HALL	1013225 · Grounds Maintenance	(742.10)
			VENCO WESTERN I...	PROJ 4865	1000251 · Development Deposits	(221.26)
			VENCO WESTERN I...	VETS HALL	4865220 · Grounds Maintenance 65	(108.66)
			VENCO WESTERN I...	POOL	4866220 · Grounds Maintenance 66	(221.73)
			VENCO WESTERN I...	ROW	3323220 · Parking Lot Landscape	(211.19)
			VENCO WESTERN I...	PARKS	2361225 · Park Maintenance 61	(4,523.56)
TOTAL						(7,821.69)

TOTAL \$670,702.23



City of Carpinteria

COUNCIL AGENDA STAFF REPORT September 12, 2016

ITEM FOR COUNCIL CONSIDERATION

Destruction of Certain Accounts Payable, Payroll, Cash Receipts, and Business License Records

STAFF RECOMMENDATION

Action Item ☐ Non-Action Item ☒

Adopt the attached Resolution No. 5684, authorizing the destruction of certain accounts payable, payroll, cash receipts, State Controller's reports and business license records as specified in Exhibit A.

Motion: I move to adopt Resolution No. 5684 authorizing the destruction of certain accounts payable, payroll, cash receipts, State Controller's reports and business license records as specified in Exhibit A.

BACKGROUND / DISCUSSION

In a continuing effort to purge files that are no longer needed and in consideration of the City's Record Retention Policy and historical practice, the Administrative Services Department wishes to destroy certain accounts payable, payroll, cash receipts and business license documents from fiscal year 2008-09.

POLICY CONSISTENCY

The practice of the finance department has been to retain records for seven years plus the current year. All other non-duplicate departmental records, such as General Ledgers, are retained permanently. These retention periods meet or exceed levels required by law and by City Council Resolution 4873, adopted April 12, 2004, concerning Rules and Regulations Governing the Policy and Procedure for the Retention and Disposition of Records (Records Retention Policy) for the City.

FINANCIAL CONSIDERATIONS

Retention of records beyond the historical practice will result in additional storage costs.

LEGAL

The City Attorney has reviewed and approved the list of documents to be destroyed, shown as Exhibit A, attached to the resolution.

ATTACHMENTS

- A. Resolution No. 5684
Exhibit A, Records List

Staff contact John Thornberry

Phone: 805-684-5405 x 448

Email: JohnT@ci.carpinteria.ca.us


Signature

Reviewed by: Dave Durflinger, City Manager


Signature

Attachment A

Resolution No. 5684

RESOLUTION NO. 5684

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF CARPINTERIA
AUTHORIZING DESTRUCTION OF CERTAIN RECORDS
(September 2016)**

WHEREAS, California Government Code Section 34090 permits the destruction of certain records subject to certain conditions; and

WHEREAS, the Administrative Services Department has recommended that certain records in the department be destroyed and the City Manager has approved said recommendation; and

WHEREAS, said records have now been retained for periods of time that meet or exceed levels required by law and by City Council Resolution 4873 adopted April 12, 2004 concerning Rules and Regulations Governing the Policy and Procedure for the Retention and Disposition of Records for the City; and

WHEREAS, the City Attorney has issued his consent in writing to said recommendation and approval; and

WHEREAS, a list of records to be destroyed is attached hereto as Exhibit "A" consisting of two pages.

NOW, THEREFORE, THE CARPINTERIA CITY COUNCIL HEREBY RESOLVES that those records identified in Exhibit A: attached hereto are approved for destruction as recommended.

PASSED, APPROVED AND ADOPTED this 12th day of September, 2016, by the following called vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCILMEMBERS:

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 this 12th day of September 12, 2016.

City Clerk, City of Carpinteria

APPROVED AS TO FORM:

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

**CITY OF CARPINTERIA
REQUEST TO DESTROY OBSOLETE RECORDS
EXHIBIT A
RESOLUTION NO. 5684**

The Administrative Services Department requests authority to destroy obsolete records as detailed below.

Note: Unless otherwise noted all records are located at the City's Storage Facility.

Title or subject matter of records	No. of Records	Originals or Duplicates	Years covered By records
Accounts Payable Warrants and Invoices	Approx. 2,215	Originals	July 1, 2008 thru June 30, 2009
Payroll Records	26 payroll cycles	Originals	July 1, 2008 thru June 30, 2009
Cash Receipts Records	Approx. 2,704	Originals	July 1, 2008 thru June 30, 2009
Business License Records	Approx. 1,200 businesses	Originals	July 1, 2008 thru June 30, 2009
Bank Statements	12	Originals	July 1, 2008 thru June 30, 2009

I hereby certify that:

- The record(s) are under the management or control of the Department head.
- To the best of his/her knowledge, the descriptive titles, information, and classifications contained in the request form are true and accurate.
- The minimum retention time periods required by City Resolution No. 4873 Retention Schedule) have been satisfied for all records included in the request form.
- Retention of the record is no longer required for operation of the department, or to satisfy a city council policy adopted by resolution, or a city Council request, or by the city for administrative, historical, research, fiscal, legal, or cultural purposes.
- The destruction or other disposition of the record will not violate state law, these Rules, or other applicable law.
- Destruction of the record(s) is hereby recommended.

Date: September 12, 2016

Job Title: Administrative Services Director



Signature of Department Head or
authorized Designee, requesting destruction
of records

Approved for Destruction:

City Attorney

Date: _____

Approved for destruction at City Council meeting held September 12, 2016.

Exhibit A



City of Carpinteria

COUNCIL AGENDA STAFF REPORT September 12, 2016

ITEM FOR COUNCIL CONSIDERATION

Reappointment Marisol Alarcon as a Chamber of Commerce Representative on the Carpinteria First Committee and Consider Making an Appointment to Fill an Existing Combined Vacancy on the Downtown "T" Business Advisory Board and the Carpinteria First Committee

STAFF RECOMMENDATION

Action Item X ; Non-Action Item

Reappointment Marisol Alarcon as a Chamber of Commerce Representative on the Carpinteria First Committee and Appoint James Sly to fill an existing combined vacancy on the Downtown "T" Business Advisory Board and the Carpinteria First Committee.

Motion: I move to adopt Resolution No. 5689, as read by title only, reappointing Marisol Alarcon as a Chamber of Commerce Representative on the Carpinteria First Committee and appointing James Sly to fill an existing combined vacancy on the Downtown "T" Business Advisory Board and the Carpinteria First Committee.

BACKGROUND

The Downtown-T Business Advisory Board (DTBAB) is comprised of five members with at least three of those members paying assessments within the Parking and Business Improvement Area District No. 4 and two members being qualified individuals as determined by the Council. The Carpinteria First Committee consists of three at-large representatives, three Chamber of Commerce representatives, and a DTBAB representative. In November 2015, the Council merged the two advisory groups to reduce redundancy in promotion work and increase efficiency in use of public resources.

Robyn Daniels resigned from a combined position on the DTBAB and Carpinteria First Committee earlier this year. The City has made numerous recruitment efforts, such as

publishing a display ad in the local newspaper, placing a notice listing all the expiring and vacant positions for all advisory groups on the bulletin board at City Hall. Additionally, staff mailed out a notice of vacancy along with the PBIA Notices of Assessment. One application has been received and this matter has been brought before the City Council to allow it an opportunity to consider making an appointment.

DISCUSSION

The DTBAB is composed of five members (3 assessment paying members and 2 at-large members) while the Carpinteria First Committee contains seven members (3 Chamber representatives, 3 at-large members, and 1 DTBAB representative). With the merger of the two groups last year, the five DTBAB members became Carpinteria First Committee members. The remaining two members of the Carpinteria First Committee became non-voting members on DTBAB issues.

Currently, there is a vacant combined position on the Downtown "T" Business Advisory Board and Carpinteria First Committee. The vacancy is for an assessment paying member on the DTBAB and a Chamber representative on the Carpinteria First Committee. James Sly, chef/partner of Sly's Restaurant, would like to fill the vacancy and has submitted an application (Attachment A) for the Council's review and consideration.

Mr. Sly currently pays the PBIA assessment and would qualify as an assessment paying member of DTBAB, but he is not a Chamber of Commerce representative and would not qualify for the Carpinteria First Committee. In order to allow Mr. Sly to fill the current combined vacancy on the DTBAB and Carpinteria First Committee, staff recommends reappointing current Carpinteria First Committee member Marisol Alarcon as a Chamber representative (she was initially appointed as an at-large member). Ms. Alarcon is currently a member of the Chamber and the Chamber has approved her as a Chamber representative on the Carpinteria First Committee. With Ms. Alarcon's reappointment as a Chamber representative, the current combined vacancy would become an assessment paying member on the DTBAB and an at-large member on the Carpinteria First Committee. Mr. Sly would then be eligible for the combined vacancy.

POLICY CONSISTENCY

Council Advisory Board members serve at the pleasure of the City Council and shall be appointed by the Mayor with the advice and consent of the City Council per Carpinteria Municipal Code.

FINANCIAL CONSIDERATIONS

There are no financial considerations presented with this item.

LEGAL

There are no legal issues regarding this item.

OPTIONS

The City Council could choose not to appoint Mr. Sly.

PRINCIPAL PARTIES EXPECTED AT MEETING

James Sly, Chef/Partner of Sly's Restaurant

ATTACHMENTS

Attachment A: Application of James Sly
Attachment B: Resolution No. 5689

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
Application of James Sly



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

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

BOARD, COMMISSION OR COMMITTEE APPLIED FOR:

Downtown-T Business Advisory Board

APPLICANT: James Sly

Name

Address

Business Address

Email

Phone Number(s)

Are you a resident of the City of Carpinteria? Yes

EXPERIENCE/ BACKGROUND:

B.A. in Linguistics, Cal State Fullerton University

Education

Chef/Partner in Sly's

Present Occupation (Please describe any relevant past work experience)

Memberships in Organizations

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

Dedicated to Carpinteria, resident for 27 years, committed to
the quality of life and the business atmosphere that Carpinteria
has to offer.

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

- none -

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

THIS APPLICATION MUST BE SIGNED IN INK AND DATED

ATTACHMENT B

Resolution No. 5689

RESOLUTION NO. 5689

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CARPINTERIA REAPPOINTING MARISOL ALARCON AS A
CHAMBER OF COMMERCE REPRESENTATIVE ON THE
CARPINTERIA FIRST COMMITTEE AND APPOINTING JAMES
SLY TO FILL AN EXISTING COMBINED VACANCY ON THE
DOWNTOWN-T BUSINESS ADVISORYBOARD AND THE
CARPINTERIA FIRST COMMITTEE**

WHEREAS, one combined vacancy exists on the Downtown-T Business Advisory Board and the Carpinteria First Committee; and

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

WHEREAS, the City Council approved the merger of the Downtown-T Business Advisory Board and the Carpinteria First Committee on November 23, 2015.

WHEREAS the City Council appointed Marisol Alarcon as an at-large member on the Carpinteria First Committee on March 28, 2016.

WHEREAS, in May 2016, Robyn Daniels resigned from a combined position as an assessment paying member of the Downtown-T Business Advisory Board and a Chamber Representative on the Carpinteria First Committee.

WHEREAS, there is a current combined vacancy for an assessment paying member on the Downtown-T Business Advisory Board and Chamber Representative on the Carpinteria First Committee.

NOW, THEREFORE, BE IT RESOLVED as follows:

In order to fill the combined Downtown-T Business Advisory Board and Carpinteria First Committee vacancy, the City Council approves reappointing Marisol Alarcon as a Chamber of Commerce Representative on the Carpinteria First Committee and appointing James Sly to the combined position of assessment paying member on the Downtown-T Business Advisory Board and at-large member on the Carpinteria First Committee.

The following reappointment is approved and confirmed effective immediately for the two year term ending January 31, 2017:

CARPINTERIA FIRST COMMITTEE

Marisol Alarcon – Chamber Representative

The following appointment is approved and confirmed effective immediately for the two year term ending January 31, 2017:

DOWNTOWN-T BUSINESS ADVISORY BOARD

James Sly – Assessment Paying Member

CARPINTERIA FIRST COMMITTEE

James Sly – At-Large Member

PASSED, APPROVED AND ADOPTED on September 12, 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 September 12, 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 September 12, 2016

ITEM FOR COUNCIL CONSIDERATION

Changing the position title and description of the Building Inspector to Chief Building Inspector/Plans Examiner to accurately reflect the job duties and responsibilities.

STAFF RECOMMENDATION

Action Item X ; Non-Action Item

Approve and adopt Resolution No. 5690, thereby changing the position title and description of Building Inspector to Chief Building Inspector/Plans Examiner.

Motion: I move the approval and adoption of Resolution No. 5690, as read by title only.

BACKGROUND

After 16 years of service with the City of Carpinteria, Jeff Keough, Building Inspector retired in July. Upon review of the position duties, staff is recommending that the position title of Building Inspector be modified to Chief Building Inspector/Plans Examiner, to better reflect the responsibilities and duties necessary to meet the needs of the Community Development Department and to best serve the public and achieve the Department goals.

The position will continue to be classified as an exempt, at will, and salaried position on the Management Salary and Wage Schedule.

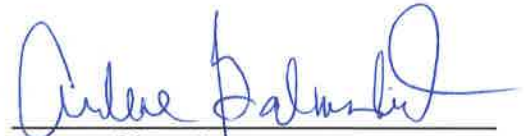
FINANCIAL CONSIDERATIONS

There is no proposed change in salary range and grade. This position's salary grade is currently set at M12: salary range of \$59,005.65 - \$81,134.46.

ATTACHMENTS

- A. Resolution No. 5690
- B. Job Description

Staff contact: Arlene Balmadrid, HR/Risk Manager
(805) 755-4404, arleneb@ci.carpinteria.ca.us


Signature

Reviewed by: Dave Durflinger, City Manager


Signature

ATTACHMENT A
Resolution No. 5690

RESOLUTION NO. 5690

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CARPINTERIA APPROVING AND ADOPTING A CHANGE TO
THE POSITION TITLE OF BUILDING INSPECTOR TO CHIEF
BUILDING INSPECTOR/PLANS EXAMINER**

WHEREAS, after review of job duties and description, the City Manager is recommending that the position title and description of Building Inspector be modified to Chief Building Inspector/Plans Examiner; and

WHEREAS, maintaining up to date job titles is essential to successful recruitment and hiring and to ensure efficiency within the City and more clearly reflect the duties and responsibilities of this position; and

WHEREAS, the City Council wishes to revise the position title of Building Inspector to Chief Building Inspector/Plans Examiner; and

NOW, THEREFORE, BE IT RESOLVED as follows:

SECTION 1. The City Council approves and adopts the position title change of Building Inspector to Chief Building Inspector/Plans Examiner.

SECTION 2. The attached revised job description is hereby approved and the City Manager is authorized to implement the change as necessary.

PASSED, APPROVED AND ADOPTED on September 12, 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 September 12, 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 B

Chief Building Inspector/Plans Examiner

Job Description



POSITION DESCRIPTION

POSITION TITLE: Chief Building Inspector/Plans Examiner

DEPARTMENT: Community Development

CLASSIFICATION: Full-Time – Exempt

APPROVED BY: City Manager

REPORTING RELATIONSHIPS

POSITION REPORTS TO: Director of Community Development

POSITIONS SUPERVISED: N/A

POSITION PURPOSE

Under direction of Community Development Director, implements building inspection functions and participates in complex and technical tasks associated with review and checking of plans and specifications to ensure compliance with pertinent codes and accepted construction practices.

ESSENTIAL FUNCTIONS AND BASIC DUTIES

1. Provide exemplary customer service to all individuals by demonstrating a willingness to be attentive, understanding, and responsive, fair, courteous and respectful, and to actively participate in maintaining a positive customer service environment.
2. Enforce laws, codes and ordinances dealing with the construction of new buildings and the alterations and safety of existing buildings, grading and excavation.
3. Review plans and applications for building permits; approve building permits; plan, direct and participate in field inspections of building construction, plumbing, mechanical and electrical installations in residential and commercial buildings to ensure compliance and conformance with applicable codes.
4. Review and check plans and specifications for construction, remodeling and alterations to ensure compliance with pertinent codes and accepted construction practices; issue acceptance and approval of such plans and specifications.
5. Consult with engineers, architects, contractors, and property owners regarding applications, requirements, restrictions permits, building plans and inspections.

6. Advise County and City officials, professionals and the public of building codes, building code interpretations; city ordinances, development review processes and other related requirements.
7. Investigate violations and complaints; conduct site visits regarding violations, ensures accurate documentation and determine solutions and alternative methods to achieve code compliance.
8. Keep current on new codes, ordinances, laws and amendments, and new construction methods and materials and they relate to building code provisions.
9. Ensure adherence to safe work practices and procedures; conduct inspections.
10. Review plans for seismic safety precautions and code compliance.
11. Prepare analytical and statistical reports on operations and activities.
12. Assumes responsibility for related duties as required or assigned.

QUALIFICATIONS

EDUCATION/CERTIFICATION:

Equivalent to a Bachelor's degree or equivalent from an accredited college or university with major course works in civil engineering, architecture or related field is highly desirable.

Certified Building Inspector by the ICC.

Certified Combination Inspector (plans examiner, electrical, plumbing, mechanical, etc.) by the ICC desirable.

Possession of, or ability to obtain a valid California driver's license. Must have a good driving record.

REQUIRED KNOWLEDGE:

Specialized training in building inspection, code enforcement, plan checking, building permit counter, record maintenance and clerical operations.

EXPERIENCE REQUIRED:

Five years of increasingly responsible experience in structural engineering, building inspection, code enforcement, plan checking, building permit counter and record maintenance.

SKILLS/ABILITIES:

Direct and administer Building Division programs; analyze and interpret complex building plans and specifications and construction blueprints.

Interpret and apply pertinent Federal, State and Local laws, codes and regulations.

Inspect and analyze standard building construction, interpret and apply laws and regulations and apply technical knowledge to identify code violations and detect deviations from plans and standard construction practices.

Respond to emergency and problem situations in an effective manner.

Prepare accurate and precise technical reports and records.

Interpret and explain City policies and procedures; communicate clearly and concisely, both verbally and in writing.



City of Carpinteria

COUNCIL AGENDA STAFF REPORT September 12, 2016

ITEM FOR COUNCIL CONSIDERATION

Annual Review of Fire Protection Mitigation Fee Program and Approval of an Adjustment in the Fee Amount.

STAFF RECOMMENDATION

Action Item X ; Non-Action Item

Approve and adopt Resolution No. 5683, Updating the Fire Protection Mitigation Fee Schedule for Development, and Approving and Accepting the Carpinteria-Summerland Fire Protection District's Development Impact Fee Calculation and Nexus Report, and the Master Facilities Plan.

Motion: I move to adopt Resolution No. 5683, approving the updated Fire Protection Mitigation Fee Schedule for Development, approving and accepting the Carpinteria-Summerland Fire Protection District's Development Impact Fee Calculation and Nexus Report, and the Master Facilities Plan.

BACKGROUND

In 1990 the State Legislature passed into law the Mitigation Fee Act (AB 1600) that established California Government Code Section 66000 et. seq. The City of Carpinteria and the County of Santa Barbara adopted ordinances imposing Fire Protection Fees on any new development within the City and County respectively. The mitigation fees are collected by the City and County for the benefit of the Carpinteria-Summerland Fire Protection District (District). The City ordinance is codified in Chapter 8.26 of the Carpinteria Municipal Code. The County ordinance is codified in Chapter 15, Article IIIA of County Code. Each year the City and County are required to receive and review an Annual Report provided by the District. The Annual Review includes a District Development Impact Fee (DIF) fund description, DIF Fee Schedule, a Master Facilities Plan and the current fee ledger. By adopting the attached Resolution, the City and County may adjust the Fee Schedule on behalf of the District.

On August 10, 2015, the City Council approved and adopted Resolution No. 5569, updating the Fire Protection Mitigation Fee Schedule for Development. Additionally, the hearing and adoption of the resolution served as the required Annual Review of the District's DIF Program.

Development of land within the district continues to occur and creates an inherent demand for fire protection service from the District. On August 18, 2016, the City of Carpinteria received a request from the District to approve the attached Development Impact Fee Calculation and Nexus Report, and Master Facilities Plan, dated August 10, 2016. This report serves as the Annual Report for the Fire DIF Program and the adoption by the City Council of Resolution No. 5683, will also approve adjustments/increases in the fees.

DISCUSSION

Development Impact Fees or Mitigation Fees are intended to assist local fire agencies in responding to increased service demands caused by continued land development. The District secured the services of Revenue and Cost Specialists, LLC to assist in the production of a report entitled, "Development Impact Fee Calculation and Nexus Report and Master Facilities Plan for the Carpinteria-Summerland Fire Protection District, Update – August 10, 2016." The report serves as an updated Master Facilities Plan, nexus study, and proposed fee schedule.

Table 1 below shows the current Fee Schedule adopted by the City Council on August 10, 2015. Table 2 shows the proposed Fee Schedule based on the attached study provided by the District.

Table 1 Fire Protection Development Impact Fee Schedule (Current)	
Type of Development	2015-2016 Fees
Estate Single Family Residential	\$1,731.00 First 2,700 Sq. Ft. (1)
Single Family Residential	\$1,731.00 First 2,700 Sq. Ft. (1)
Multiple Family Residential	\$1,458.00 per Unit
Mobile Homes	\$1,922.00 per Unit
Commercial Lodging	\$1,034.00 per Unit
Commercial/Office Uses	\$2.49 per Sq. Ft.
Industrial Uses	\$0.22 per Sq. Ft.
Notes: (1) Plus \$0.382/Square Foot beyond 2,700 Square Feet	
*** Increases based on 2015 Engineering News Record Construction Cost Index***	

Table 2 Fire Protection Development Impact Fee Schedule (Proposed)	
Type of Development	2016-2017 Fees
Estate Single Family Residential	\$1,796.00 First 2,700 Sq. Ft. (1)
Single Family Residential	\$1,833.00 First 2,700 Sq. Ft. (1)
Multiple Family Residential	\$1,589.00 per Unit
Mobile Homes	\$3,266.00 per Unit
Senior Assisted Living Units	\$2,282.00 per Unit
Commercial Lodging	\$1,543.00 per Unit
Commercial/Office Uses	\$3.461 per Sq. Ft.
Industrial Uses	\$0.425 per Sq. Ft.
Institutional Uses	\$0.244 per Sq. Ft.
Notes: (1) Plus \$0.444/Square Foot beyond 2,700 Square Feet Source: Development Impact Fee Calculation and Nexus Report And Master Facilities Plan For the Carpinteria-Summerland Fire District, August 10, 2016.	

POLICY CONSISTENCY

This item is consistent with AB 1600 (Mitigation Fee Act), codified as Government Code Sections 66000 – 66025 and the City’s Municipal Code, in particular, Chapter 8.26.

FINANCIAL CONSIDERATIONS

Collection of Development Impact Fees provide a portion of the revenue necessary for the Carpinteria-Summerland Fire Protection District to fund equipment acquisitions and construct facilities as outlined in the District’s Facilities Master Plan. DIFs are adjusted automatically on an annual basis on July 1 of each year in accordance with Carpinteria Municipal Code Section 8.26.040, using the Construction Cost Index percentage by the “Engineer News Record.” Table 3, below, shows three examples of estimated mitigation fee payments.

Table 3 Fire Protection Development Impact Fee Comparison			
Proposed Development	Units/Size	2015-2016 Fee (Current)	2016-2017 Proposed Fee
Example Residential Project			
Residential	1 Unit	\$1,731.00	\$1,796.00
The Bega Project			
Residential	3 Units	\$5,193.00	\$5,388.00
Commercial	7,000 Sq. Ft.	\$17,430.00	\$24,227.00
Industrial	33,000 Sq. Ft.	\$7,260.00	\$14,025.00
Lagunitas Project			
Commercial	85,000 Sq. Ft.	\$211,650.00	\$294,185.00

LEGAL

The City Attorney has reviewed this report and the attached Resolution No. 5683. Notice of this Public Hearing appeared in The Coastal View Newspaper on September 1, 2016 and September 8, 2016. On February 10, 2004, the City of Carpinteria and the Carpinteria-Summerland Fire Protection District executed an indemnification and hold harmless agreement. The purpose of the agreement was for the District to indemnify and hold harmless the City and City agents, officers and employees from claims related to the imposition, administration and collection of the District's DIFs. This agreement continues to be in effect.

OPTIONS

1. Adopt Resolution No. 5683, thereby approving the Development Impact Fee Calculation and Nexus Report and Master Facilities Plan for the Carpinteria-Summerland Fire District, dated August 10, 2016.
2. Direct staff to amend the Resolution as determined appropriate and adopt the Resolution as amended.
3. Decline to adopt Resolution No. 5683, keeping the current Fire DIF fee structure in place.

PRINCIPAL PARTIES EXPECTED AT MEETING

Jim Rampton, Carpinteria-Summerland Fire Protection District Interim Fire Chief and/or Ed Foster, Carpinteria-Summerland Fire Protection District Fire Marshall.

ATTACHMENTS

Attachment A: Resolution No. 5683

Attachment B: Development Impact Fee Calculation and Nexus Report And Master Facilities Plan for the Carpinteria-Summerland Fire District, 8/10/2016

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

Resolution No. 5683

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RESOLUTION NO. 5683

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CARPINTERIA UPDATING THE FIRE PROTECTION
MITIGATION FEE SCHEDULE FOR DEVELOPMENT AND
APPROVING AND ACCEPTING THE CARPINTERIA-
SUMMERLAND FIRE PROTECTION DISTRICT'S ANNUAL
REPORT**

WHEREAS, on March 22, 2004, the City Council of the City of Carpinteria, California ("City") adopted Ordinance 599, creating and establishing the authority for imposing and charging a fire protection mitigation fee, as codified in Carpinteria Municipal Code Chapter 8.26, and Resolution No. 4857 which established the level of Fire Protection Mitigation Fees; and

WHEREAS, The District has prepared an analysis of the need for new facilities and improvements required, in the form of a revised 2008 Master Facilities Plan, which sets forth the relationship between new development, the needed facilities, and their cost estimates; and

WHEREAS, by Resolution No. 5569, adopted August 10, 2015, the City Council last approved the District's Annual Report and adjusted Fire Protection Mitigation Fee Schedule for Development; and

WHEREAS, on September 12, 2016, the City Council of the City of Carpinteria, California received and considered a Report by Revenue and Cost Specialists, LLC, dated August 10, 2016, which analyzes the impacts of future development on the Carpinteria-Summerland Fire Protection District (District) fire protection facilities and improvements; and

WHEREAS, Carpinteria Municipal Code Section 8.26.050 allows the Fire Protection Mitigation Fee to be set and revised periodically by resolution of the City Council, with Ordinance 599 being considered as enabling and directive in this regard; and

WHEREAS, the updated Report and all documents filed with the City Clerk were available for public review on September 1, 2016 and a notice of hearing was published on September 1, 2016 and September 8, 2016 in a newspaper of general circulation within the jurisdiction of the City of Carpinteria.

NOW, THEREFORE, BE IT RESOLVED as follows:

SECTION 1.

The City Council finds that new development in the City will generate additional demands on fire protection facilities serving the City and will contribute to the impact upon such facilities.

SECTION 2.

The City Council finds the cost estimates set forth in the District's Master Facilities Plan are reasonable cost estimates for the public facilities contained in said Plan and determines that there is a continued need for these improvements and that the improvements are consistent with objectives and policies described in the City's General/Local Coastal Land Use Plan and Environmental Impact Report, Fire Hazard, Objective S-5.

SECTION 3.

The City Council finds that the fees expected to be generated by new development will not exceed the costs for construction of fire protection facilities and improvements set forth in the Master Facilities Plan.

SECTION 4.

The City Council finds as follows:

- a. The purpose of the fees is to finance the acquisition and construction of certain fire protection capital improvements, including structures, fire apparatus, and fire equipment.
- b. The use to which the fees are to be put is to finance the acquisition and construction of certain fire protection capital improvements, including structures, fire apparatus, and fire equipment.
- c. The City Council finds that there is a reasonable relationship between the need for the public facilities for which fees are collected and the type of development project on which the fee is imposed, as more particularly described in EXHIBIT's 1, 2, 3, and 4.
- d. The City Council finds that there is a reasonable relationship between the use of the fees and the type of development project on which the fee is imposed, as more particularly described in EXHIBIT's 1, 2, 3, and 4.

SECTION 5.

The City Council approves the District's adopted Master Facilities Plan as shown in EXHIBIT 3.

SECTION 6.

The City Council approves the District's Fire Protection Development Impact Fee Schedule as shown in Exhibit 2.

SECTION 7.

As to funds on deposit in the Fire Mitigation Fees Fund, the City council finds as follows:

- a. The purpose of the Fire Mitigation Fees is to finance necessary District infrastructure as detailed further in Exhibit 3.
- b. A reasonable relationship between the Mitigation Fee and its purpose exists, in that the District nexus calculation report demonstrates that the fee assessed to new development is in proportion to such development's impacts on necessary District infrastructure.
- c. The sources and amounts of funding anticipated to complete financing for the Master Facilities identified in the District's Master Facilities Plan are identified as shown in Exhibit 3.
- d. All projects on the District's Master Facilities Plan are expected to be completed with development fees, when sufficient funds are collected within the 20-year span of the plan, as shown on Exhibit 3.

PASSED, APPROVED AND ADOPTED on September 12, 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 September 12, 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 TO RESOLUTION NO. 5683

FUND DESCRIPTION

Master Facilities Plan : Fees collected for the actual and estimated costs to acquire certain fire protection capital improvements, including structures, fire apparatus and fire equipment.

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EXHIBIT 2 TO RESOLUTION NO. 5683

FEE SCHEDULE

2016-17 Adopted Fire Protection Development Impact Fee Schedule	
Type of Development	Fee
Estate Single Family Residential	\$1,796.00 First 2,700 Sq. Ft. (1)
Single Family Residential	\$1,833.00 First 2,700 Sq. Ft. (1)
Multiple Family Residential	\$1,589.00 per Unit
Mobile Homes	\$3,266.00 per Unit
Senior Assisted Living Units	\$2,282.00 per Unit
Commercial Lodging	\$1,543.00 per Unit
Commercial/Office Uses	\$3.461 per Sq. Ft.
Industrial Uses	\$0.425 per Sq. Ft.
Institutional Uses	\$0.244 per Sq. Ft.
Notes: (1) Plus \$0.444/Square Foot beyond 2,700 Square Feet	
Source: Development Impact Fee Calculation and Nexus Report And Master Facilities Plan For the Carpinteria-Summerland Fire District, August 10, 2016.	

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Carpinteria-Summerland Fire District

Master Facilities Plan

Summary of project Costs

		Fiscal Year 2016-17	Fiscal Year 2017-18	Fiscal Year 2018-19	Fiscal Year 2019-20	General Plan Build-out	Total Cost
FD-001	Expand Southerly Station #1 (Carpinteria)	\$0	\$0	\$0	\$0	\$1,941,370	\$1,941,370
FD-002	Relocate Northerly Station #2 (Summerland)	\$0	\$0	\$0	\$0	\$5,016,440	\$5,016,440
FD-003	Construct an Administrative Office	\$0	\$0	\$0	\$0	\$2,776,180	\$2,776,180
FD-004	Construct an Emergency Operations Center (EOC)	\$0	\$0	\$0	\$0	\$972,530	\$972,530
FD-005	Construct a Training Tower/Drafting Pit	\$0	\$0	\$0	\$0	\$1,748,670	\$1,748,670
FD-006	Acquire a Type I Engine with Aerial Telesquirt Cap	\$0	\$0	\$0	\$0	\$875,000	\$875,000
FD-007	Acquire a Type III Engine	\$0	\$0	\$0	\$0	\$372,000	\$372,000
FD-008	Acquire a Multi-use Incident Support Vehicle	\$0	\$0	\$0	\$0	\$475,000	\$475,000
FD-009	Improve the Patrol/Brush Inspection Vehicle	\$0	\$0	\$0	\$0	\$24,000	\$24,000
	Total Cost	\$0	\$0	\$0	\$0	\$14,201,190	\$14,201,190

Carpinteria-Summerland Fire District Master Facilities Plan Project Detail

Project Title: Expand Southerly Station #1 (Carpinteria)	Infrastructure: Fire Suppression/Medic Services
Submitting Department: Administration	Project Number: FD-001

Project Description:

Expand the existing 9,744 square foot facility with an additional 2,784 square feet of bay/living quarters. The expansion would consist of a 1,392 square foot one bay-wide by two vehicle deep configuration and thus be able to house two additional major-sized response vehicles. There would also be 1,392 square feet of living quarters constructed over the added bay that would create greater individual privacy. There are no current plans to relocate this station.

NOTE: The order in which the proposed improvements are listed on this schedule does not necessarily reflect the order in which the facilities will be constructed or equipment will be acquired.

Justification/Requirement for Project:

This station will continue to be the main facility in the southerly area of the District. Current projections reflect the need to house additional emergency equipment due to increased calls-for-service.

Reference Document:

District management staff capital facilities planning. The District has a "Standards of Coverage" study in progress.

Project Timing:

The timing and scheduling of capital construction or capital outlay acquisition described herein, was not included in the scope of this engagement, thus all project costs default to the "Build-out" column.

Proposed Expenditures	2016-17	2017-18	2018-19	2019-20	2020-21 to 2036-37	Total Cost
Design/Engineering/Admin.	\$0	\$0	\$0	\$0	\$241,160	\$241,160
Land Acquisition/R.O.W.	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$0	\$0	\$0	\$1,461,600	\$1,461,600
Contingency	\$0	\$0	\$0	\$0	\$92,450	\$92,450
Equipment/Other	\$0	\$0	\$0	\$0	\$146,160	\$146,160
Total Cost	\$0	\$0	\$0	\$0	\$1,941,370	\$1,941,370

**Carpinteria-Summerland Fire District
Master Facilities Plan Project Detail**

Project Title: Relocate Northerly Station #2 (Summerland)	Infrastructure: Fire Suppression/Medic Services
Submitting Department: Administration	Project Number: FD-002

Project Description:

Relocate the existing Station #2 to a larger a larger parcel and construct a two bay-wide by vehicles-deep. The bays would require 2,764 square feet leaving 992 square feet for mechanical/storage needs and 2,110 for living quarters. The shifting nature and direction of future development is also a factor in causing the need to relocate this station.

NOTE: The order in which the proposed improvements are listed on this schedule does not necessarily reflect the order in which the facilities will be constructed or equipment will be acquired.

Justification/Requirement for Project:

Initially, the existing parcel has limited time as CALTRANS will require the parcel for any planned widening of SR-101 through the area. Rehabilitation of the aged structure is not an option as the structure would remain earthquake non-compliant and the ceiling is too low to be able to house any of the more modern fire response vehicles. The facility provides fire protection and emergency point of contact for the township of Summerland and more westerly portions of the District. Future projects indicate a need to house additional fire response equipment and increased staffing levels. Hopefully other District facility needs can be accommodated at the same time (See FD-003, FD-004 and FD-005).

Reference Document:

District management staff capital facilities planning. The District has a "Standards of Coverage" study in progress.

Project Timing:

The timing and scheduling of capital construction or capital outlay acquisition described herein, was not included in the scope of this engagement, thus all project costs default to the "Build-out" column.

Proposed Expenditures	2016-17	2017-18	2018-19	2019-20	2020-21 to 2036-37	Total Cost
Design/Engineering/Admin.	\$0	\$0	\$0	\$0	\$528,490	\$528,490
Land Acquisition/R.O.W.	\$0	\$0	\$0	\$0	\$769,910	\$769,910
Construction	\$0	\$0	\$0	\$0	\$3,215,280	\$3,215,280
Contingency	\$0	\$0	\$0	\$0	\$194,790	\$194,790
Equipment/Other	\$0	\$0	\$0	\$0	\$307,970	\$307,970
Total Cost	\$0	\$0	\$0	\$0	\$5,016,440	\$5,016,440

Carpinteria-Summerland Fire District Master Facilities Plan Project Detail

Project Title: Construct an Administrative Office	Infrastructure: Fire Suppression/Medic Services
Submitting Department: Administration	Project Number: FD-003

Project Description:

Acquire land for, design and construct approximately 4,000 square feet of administrative office space for staff, management and incident records keeping, the fire marshal and plan check and inspection staff. Hopefully the EOC identified in FD-004 will also come to fruition as it includes an approximately 1,200 square foot EOC facility that could be used for staff training if constructed contiguous to the administrative building.

NOTE: The order in which the proposed improvements are listed on this schedule does not necessarily reflect the order in which the facilities will be constructed or equipment will be acquired.

Justification/Requirement for Project:

The district administrative and technical staff is currently working out of leased facilities having moved out of the limited Station #1 office making that facility strictly a fire suppression/paramedic response structure. This action created additional living capacity for the existing fire fighters/paramedics. The relocation of the second station would allow for master planning of the remaining required support district facilities (FD-003, FD-004 and Fd-005) at a single location thus allowing for maximum management capability and cross uses.

Reference Document:

District management staff capital facilities planning. The District has a "Standards of Coverage" study in progress.

Project Timing:

The timing and scheduling of capital construction or capital outlay acquisition described herein, was not included in the scope of this engagement, thus all project costs default to the "Build-out" column.

Proposed Expenditures	2016-17	2017-18	2018-19	2019-20	2020-21 to 2036-37	Total Cost
Design/Engineering/Admin.	\$0	\$0	\$0	\$0	\$293,300	\$293,300
Land Acquisition/R.O.W.	\$0	\$0	\$0	\$0	\$420,000	\$420,000
Construction	\$0	\$0	\$0	\$0	\$1,785,350	\$1,785,350
Contingency	\$0	\$0	\$0	\$0	\$107,530	\$107,530
Equipment/Other	\$0	\$0	\$0	\$0	\$170,000	\$170,000
Total Cost	\$0	\$0	\$0	\$0	\$2,776,180	\$2,776,180

**Carpinteria-Summerland Fire District
Master Facilities Plan Project Detail**

Project Title: Construct an Emergency Operations Center (EOC)	Infrastructure: Fire Suppression/Medic Services
Submitting Department: Administration	Project Number: FD-004

Project Description:

Acquire a half an acre for, design and construct approximately 1,200 square feet of Emergency Operations Center (EOC) space. The facility would consist of a 30' by 40' room to be outfitted with emergency communications equipment, maps, and incident emergency plans. There would also be a small general storage room of approximately 300 square feet. The space, when not used for district purposes, including Board meetings, could be made available to the nearby public for small group meetings.

NOTE: The order in which the proposed improvements are listed on this schedule does not necessarily reflect the order in which the facilities will be constructed or equipment will be acquired.

Justification/Requirement for Project:

The District does not currently have a fully designed and dedicated Emergency operations Center (EOC). As the District continues towards City/County general Plan Build-out, such a facility increases in importance. Given the high potential for localized seismic activity (including landslides) routine wild land fires and required coverage of the District's segment of SR-101 (large chain vehicle accidents, fuel/toxic spills), such a facility is imperative.

Reference Document:

District management staff capital facilities planning. The District has a "Standards of Coverage" study in progress.

Project Timing:

The timing and scheduling of capital construction or capital outlay acquisition described herein, was not included in the scope of this engagement, thus all project costs default to the "Build-out" column.

Proposed Expenditures	2016-17	2017-18	2018-19	2019-20	2020-21 to 2036-37	Total Cost
<i>Design/Engineering/Admin.</i>	\$0	\$0	\$0	\$0	\$105,470	\$105,470
<i>Land Acquisition/R.O.W.</i>	\$0	\$0	\$0	\$0	\$126,000	\$126,000
<i>Construction</i>	\$0	\$0	\$0	\$0	\$643,110	\$643,110
<i>Contingency</i>	\$0	\$0	\$0	\$0	\$37,950	\$37,950
<i>Equipment/Other</i>	\$0	\$0	\$0	\$0	\$60,000	\$60,000
Total Cost	\$0	\$0	\$0	\$0	\$972,530	\$972,530

Carpinteria-Summerland Fire District Master Facilities Plan Project Detail

Project Title: Construct a Training Tower/Drafting Pit	Infrastructure: Fire Suppression/Medic Services
Submitting Department: Administration	Project Number: FD-005

Project Description:

Acquire an acre for and construct a training facility over a period of time. No specific or optimum location has been determined at this time, but it is hoped that a site contiguous to the proposed relocation of Station #2 would be available. The main feature of a training facility would be a multi-story training tower for hands-on manipulated training. Ultimate improvements would include a drafting pit, pipe trench and other numerous situation devices or props including potential aircraft response (assuming an aircraft can is donated). As an alternative, the District could use this amounts towards a training facility co-owned (via a join use agreement) with a contiguous or nearby fire district/department.

NOTE: The order in which the proposed improvements are listed on this schedule does not necessarily reflect the order in which the facilities will be constructed or equipment will be acquired.

Justification/Requirement for Project:

Additional development within the area will create additional calls-for-service some of which will involve over-height and over-width structures. The addition of numerous over-height and over-wide buildings (joining the existing stock) require the addition of a hydraulic lift/pumper response vehicle.

Reference Document:

District management staff capital equipment planning. The District has a "Standards of Coverage" study in progress.

Project Timing:

The timing and scheduling of capital construction or capital outlay acquisition described herein, was not included in the scope of this engagement, thus all project costs default to the "Build-out" column.

Proposed Expenditures	2016-17	2017-18	2018-19	2019-20	2020-21 to 2036-37	Total Cost
Design/Engineering/Admin.	\$0	\$0	\$0	\$0	\$119,150	\$119,150
Land Acquisition/R.O.W.	\$0	\$0	\$0	\$0	\$800,420	\$800,420
Construction	\$0	\$0	\$0	\$0	\$739,310	\$739,310
Contingency	\$0	\$0	\$0	\$0	\$34,790	\$34,790
Equipment/Other	\$0	\$0	\$0	\$0	\$55,000	\$55,000
Total Cost	\$0	\$0	\$0	\$0	\$1,748,670	\$1,748,670

**Carpinteria-Summerland Fire District
Master Facilities Plan Project Detail**

Project Title: Acquire a Type I Engine with Aerial Telesquirt Capacity	Infrastructure: Fire Suppression/Medic Services
Submitting Department: Administration	Project Number: FD-006

Project Description:

Acquire a combined engine/aerial response vehicle. In addition to basic Type I engine capabilities, the response engine with hydraulic lift and aerial stream (Telesquirt) capability.

NOTE: The order in which the proposed improvements are listed on this schedule does not necessarily reflect the order in which the facilities will be constructed or equipment will be acquired.

Justification/Requirement for Project:

Additional development within the area will create additional calls-for-service some of which will involve over-height and over-width structures. The addition of numerous over-height and over-wide buildings (joining the existing stock) require the addition of a hydraulic lift/pumper response vehicle.

Reference Document:

District management staff capital facilities planning. The District has a "Standards of Coverage" study in progress.

Project Timing:

The timing and scheduling of capital construction or capital outlay acquisition described herein, was not included in the scope of this engagement, thus all project costs default to the "Build-out" column.

Proposed Expenditures	2016-17	2017-18	2018-19	2019-20	2020-21 to 2036-37	Total Cost
<i>Design/Engineering/Admin.</i>	\$0	\$0	\$0	\$0	\$0	\$0
<i>Land Acquisition/R.O.W.</i>	\$0	\$0	\$0	\$0	\$0	\$0
<i>Construction</i>	\$0	\$0	\$0	\$0	\$0	\$0
<i>Contingency</i>	\$0	\$0	\$0	\$0	\$0	\$0
<i>Equipment/Other</i>	\$0	\$0	\$0	\$0	\$875,000	\$875,000
<i>Total Cost</i>	\$0	\$0	\$0	\$0	\$875,000	\$875,000

Carpinteria-Summerland Fire District Master Facilities Plan Project Detail

Project Title: Acquire a Type III Engine	Infrastructure: Fire Suppression/Medic Services
Submitting Department: Administration	Project Number: FD-007

Project Description:

Acquire a type III fire engine. The vehicle would be assigned to the proposed relocated/expanded Station #2. The Type III engine is a smaller and lighter and can more easily, access unimproved roads and attack small fires in wild-land interface areas quickly. Emergency response vehicle inventory at both the northerly and southerly stations would include a front-line Type I engine or a Type I with telesquirt capability and a Type III engine.

NOTE: The order in which the proposed improvements are listed on this schedule does not necessarily reflect the order in which the facilities will be constructed or equipment will be acquired.

Justification/Requirement for Project:

Residential dwellings will continue to be constructed closer to wild-land interface areas. The District will need to be able to respond to wild land fires quickly to extinguish fire before they expand into developed areas.

Reference Document:

District management staff capital facilities planning. The District has a "Standards of Coverage" study in progress.

Project Timing:

The timing and scheduling of capital construction or capital outlay acquisition described herein, was not included in the scope of this engagement, thus all project costs default to the "Build-out" column.

Proposed Expenditures	2016-17	2017-18	2018-19	2019-20	2020-21 to 2036-37	Total Cost
Design/Engineering/Admin.	\$0	\$0	\$0	\$0	\$0	\$0
Land Acquisition/R.O.W.	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$0	\$0	\$0	\$0	\$0
Contingency	\$0	\$0	\$0	\$0	\$0	\$0
Equipment/Other	\$0	\$0	\$0	\$0	\$372,000	\$372,000
Total Cost	\$0	\$0	\$0	\$0	\$372,000	\$372,000

Carpinteria-Summerland Fire District Master Facilities Plan Project Detail

Project Title: Acquire a Multi-use Incident Support Vehicle	Infrastructure: Fire Suppression/Medic Services
Submitting Department: Administration	Project Number: FD-008

Project Description:

Acquire an incident operations support vehicle. The vehicle's primary purpose would be as a communications center with capacity to combine the communications needs of several cooperating public safety agencies. Collateral use would include rapid S.C.B.A air bottle filling capability along with aimable high intensity lighting. Additional uses would include a rolling canteen for long term incidents.

Residential dwellings will continue to be constructed closer to wild land interface areas. The District will need to be able to respond to wild land fires quickly to extinguish fire before they expand into developed areas.

Justification/Requirement for Project:

The vehicle is necessary for long-term incidents.

Reference Document:

District management staff capital facilities planning. The District has a "Standards of Coverage" study in progress.

Project Timing:

The timing and scheduling of capital construction or capital outlay acquisition described herein, was not included in the scope of this engagement, thus all project costs default to the "Build-out" column.

Proposed Expenditures	2016-17	2017-18	2018-19	2019-20	2020-21 to 2036-37	Total Cost
Design/Engineering/Admin.	\$0	\$0	\$0	\$0	\$0	\$0
Land Acquisition/R.O.W.	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$0	\$0	\$0	\$0	\$0
Contingency	\$0	\$0	\$0	\$0	\$0	\$0
Equipment/Other	\$0	\$0	\$0	\$0	\$475,000	\$475,000
Total Cost	\$0	\$0	\$0	\$0	\$475,000	\$475,000

Carpinteria-Summerland Fire District Master Facilities Plan Project Detail

Project Title: Improve the Patrol/Brush Inspection Vehicle	Infrastructure: Fire Suppression/Medic Services
Submitting Department: Administration	Project Number: FD-009

Project Description:

The improvement consists of adding a 100 gallon tank and pump system to the existing stake bed inspection utility truck used by the wild-land patrol/brush inspector.

Residential dwellings will continue to be constructed closer to wild-land interface areas. The District will need to be able to respond to wild land fires quickly to extinguish fire before they expand into developed areas.

Justification/Requirement for Project:

The existing vehicle is used for inspecting wild land areas for enforcement of brush removing requirements. The officer in charge of this responsibility travels through wild land interface areas and would afford a more immediate fire response capability when this officer is in the field.

Reference Document:

District management staff capital facilities planning. The District has a "Standards of Coverage" study in progress.

Project Timing:

The timing and scheduling of capital construction or capital outlay acquisition described herein, was not included in the scope of this engagement, thus all project costs default to the "Build-out" column.

Proposed Expenditures	2016-17	2017-18	2018-19	2019-20	2020-21 to 2036-37	Total Cost
Design/Engineering/Admin.	\$0	\$0	\$0	\$0	\$0	\$0
Land Acquisition/R.O.W.	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$0	\$0	\$0	\$0	\$0
Contingency	\$0	\$0	\$0	\$0	\$0	\$0
Equipment/Other	\$0	\$0	\$0	\$0	\$24,000	\$24,000
Total Cost	\$0	\$0	\$0	\$0	\$24,000	\$24,000

**EXHIBIT 4 TO RESOLUTION NO. 5683
FEE ACCOUNTING**

Carpinteria-Summerland FPD Fund 3633

Fire Protection District Development Impact Fees – Ledger FY 2015/2016*

	Ledger @ July 1, 2015	Credits	Interest	Debits	Ledger @ June 30, 2016
Fund 3633 Fire Protection Capital Improvements	202,248.52	24,309.77	251.31	50,806.77	176,002.83

*Totals of Exhibit 4 are unaudited.

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ATTACHMENT B

**Development Impact Fee Calculation and Nexus Report
And Master Facilities Plan
For the Carpinteria-Summerland Fire District,
August 10, 2016**

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Development Impact Fee
Calculation and Nexus Report
And Master Facilities Plan
For the
Carpinteria-Summerland Fire District

August 10, 2016



Serving Local Governments Since 1975

August 10, 2016

Honorable District Board
Via Mr. James Rampton, Interim Fire Chief
Carpinteria-Summerland Fire District
1140 Eugenia Place, Suite A
Carpinteria, CA 93013

RE: 2016-17 Development Impact Fee (DIF) Calculation and Master Facilities Plan (MFP) Update

Honorable Chairperson, District Board and Interim Chief Rampton:

The original Development Impact Fee (DIFs) report was completed for the District in October of 2003 based upon an ultimate three-station configuration. The resulting development impact fee schedule was adopted by both the Carpinteria City Council and the Santa Barbara County Board of Supervisors and development impact fees were imposed and collected for the first time.

The update of the *Development Impact Fee Calculation and Nexus Report* conducted in October, 2008 included an amendment to the *Master Facilities Plan* from the proposed three station configuration in the 2003 report to a two station configuration based upon the relocation of Station #2 (Summerland) and an expansion of Station #1 (Carpinteria) for an additional company or for housing specialized response vehicles. The fee schedule that results from the nine proposed projects included in the *Master Facilities Plan* have been routinely revisited and updated to maintain financial relevance. This Report represents the next such effort to update both the Plan and the cost distribution.

The *Master Facilities Plan* portion of this 2016-17 update has been limited to updating construction, land acquisition and acquisition costs of the same nine proposed on-going projects to recognize the increases in costs over the past eight year period since 2008-09.

The District continues to experience private development of vacant parcels and the inherent demands for service created by that development and will continue to do so for some time. As a result, the list of required capacity-increasing station facilities and response fleet/equipment must remain relevant to avoid the eventual diminution of the existing **Levels of Service** due to the absorption of new residential and business development within the Carpinteria-Summerland Fire District service boundaries.

Internet: www.revenuecost.com

Voice 714.992.9020

1519 E. Chapman Avenue • Suite C • Fullerton, CA 92831

Fax 714.992.9021

The District Board and staff, responsible for providing services to a continually expanding residential and business community, must recognize that the magnitude of the development impact fees is a direct function of the \$12,030,021 net cost of the capital projects identified in the *Master Facilities Plan* as capacity increasing. The \$12,030,021 is based upon the \$14,201,190 in total project costs less \$2,171,169 to be financed by other revenue sources including the probable sale of the existing Station #2 (Summerland) parcel and the current development impact fee fund balance (i.e. previously collected but unspent impact fee collections). It is incumbent upon this Report to continue to convince the District Board of the justification of the updated proposed development impact fee schedule.

The Report calculates updated Development Impact Fee Schedule for the Carpinteria-Summerland Fire District based on the aforementioned changes and the District's continuing requirements for fire suppression facilities. The adoption of the updated DIFs will enable this District board, as well as succeeding Boards, to continue to ensure that the District will be able to meet the **basic** fire suppression infrastructure needs of new growth, without unduly burdening the existing population and business community for these development-generated capital costs.

Adoption of the maximum impact fees contained herein and imposition upon the remaining development opportunities in the Carpinteria-Summerland community, could generate approximately \$4.2 million in a combination of public improvement dedications and revenues for use on the many capital expansion projects deemed as development generated depending upon what level of impact fees are adopted. The identification of the net \$12,030,021 in net capital needs generated by new development and changing demands is not taken lightly, but must be examined in relation to the cost of the District's existing fire suppression facilities, vehicles, and equipment that a new development project will share in and benefit from, upon approval, construction and finally, occupancy.

The District will need to find other revenues sources to bridge the gap of \$7.9 million in revenue shortfall between the net \$14.2 million in capital needs and the projected \$6.3 million in development impact fee revenue and other mitigating revenues.

To offer such a perspective, a major element in this Report is a *proportional analysis*, or comparison of what is being asked of future residents, in the form of dedicated public improvements or an in-lieu (impact fee) payment, with the cost of the District's existing infrastructure, contributed by the existing population and business community. The dedications, taxes and assessments contributed to date by the existing community over numerous decades of development have generated just under \$15.0 (at current replacement costs) in the form of facilities, vehicles, and equipment improvements to the Carpinteria-Summerland Fire District existing assets. Newly developing properties *directly* benefit from this capital investment by existing homeowners and businesses over the many years.

It is not intended for the recommended development impact fees to address all of the District's capital needs, especially replacement of aging facilities, vehicles and equipment. As per California Government Code 66000 et. seq. and common fairness, development impact fees cannot address existing capital deficiencies. The proposed fees will recognize and meet the needs of the District's growing population and business community. However, with the adoption of a development impact fee schedule, other District discretionary revenue resources that may have been used to meet growth-generated needs for expanded services and facilities will now be available for those accumulating replacement and rehabilitation projects.

The revised and updated *Development Impact Fee Calculation and Nexus Report* and *Master Facilities Plan* is now submitted for your review and consideration. RCS staff is prepared to assist in increasing the Board's and community's understanding of this very significant part of the District's revenue structure.

Sincerely,

A handwritten signature in black ink, appearing to read 'Scott Thorpe', with a stylized flourish at the end.

Scott Thorpe,
Vice President

Chapter One

Background and Introduction

The Carpinteria-Summerland Fire District retained Revenue & Cost Specialists to recalculate the District's original 2003 Development Impact Fee (henceforth referred to as DIF) schedule based upon an updated *Master Facilities Plan*. That particular plan was based upon an ultimate three station configuration. The identification of the projects proposed in the original 2003 Report would have had a profound effect on the annual operation costs of the District and thus the number of stations became a major consideration in the capital planning process.

As a result, in the summer of 2008 *Revenue and Cost Specialists, L.L.C.*, (henceforth referred to as RCS) was asked to assist the District in undertaking a significant change in the identification of the capital projects and capital acquisitions necessary to maximize the existing **Levels of Service (LOS)** currently enjoyed by (after having have been paid for by) the existing community. The major change was the shift from the three-station configuration to the two-station configuration with a relocation of the northerly station in Summerland to a larger parcel and an expansion of the southerly Carpinteria station.

Regardless, a periodic review and adjustment of the District's DIF schedule is appropriate and warranted in order to ensure that the District continues to collect sufficient monies to construct the additional infrastructure needed to accommodate the anticipated growth of new residents and businesses expected to be developed in the agency service area, especially in light of the cumulative changes to project capacity, costs and the city/county General Plan densities. The existing DIF schedules have been reviewed by staff and amended by Board periodically as estimated costs of the capital needs have changed and as a result of this diligence, the DIF schedules have served the District well for many years.

This *Development Impact Fee Calculation and Nexus Report* effort remains consistent with the previous 2008 report's intent to include a significant amount of detail such as a complete list of all nine proposed projects. Each project has a corresponding detail page in the supporting *Master Facilities Plan* where additional information can be found regarding that project (1).

The *Master Facilities Plan*, included as an appendix, provides an expanded amount of information about each project for anyone wishing it, while allowing the *Development Impact Fee Calculation and Nexus Report* to remain focused on the allocation and distribution of capital costs to the remaining new development. A *Master Facilities Plan*

with this level of detail is generally not offered by other DIF consultants and the District is to be commended for recognizing the importance of this information to the reader. The combined *Development Impact Fee Calculation and Nexus Report* and the *Master Facilities Plan* offers greater information for the Board to make policy decisions, allows for greater understanding by the development community, and provides for an easier tracking (and updating) system for the staff.

The DIF receipts that are collected over five years (and kept in fund balances during that period) may not necessarily reach the amount necessary to construct a needed project per the *Master Facilities Plan*. This does not mean the projects are no longer needed. The inclusion of those projects in the *Master Facilities Plan* indicates the continued importance of that project over time, certainly over a five year period. The *Master Facilities Plan* also "commits" collected DIF receipts within the definitions of §66000 of the Government Code.

The Importance of Capital Infrastructure. The Levels of Service (LOS) of any one agency infrastructure is based upon, and/or limited by, the capacity of that infrastructure to support the users, the District's residents and business owners. The design of any municipal project has a finite capacity, such as a four lane road, a 30" storm drainage pipe, a basic two-bay wide by two vehicle deep fire station or a 10,000 square foot library. Each is designed to meet the needs of a defined number of users. A street segment can only handle so many vehicles per hour, especially at a speed that makes it worth using for driving over longer distances. A storm drainage pipe that is 30" cannot handle storm flows twice its capacity. A basic fire station can only absorb a finite amount of fire, emergency and medic calls-for-service. A library can hold just some many collection items and serve only so many people, all the librarians in the world cannot make up for limited library space. A municipality with 0.40 square feet per resident of library space will be able to serve more residents than a municipality with only a 0.10 square feet standard per resident of library space. The following is a more precise example using the provision of fire emergency response services.

Consider the labor intensive service of fire suppression, emergency and paramedic service; regardless of the skills, training and capabilities of the agency's fire fighters, the department remains highly dependent upon its infrastructure capacity. A two-bay wide by two vehicle deep fire station of about 5,600 square feet will have the capacity to support roughly, five fire fighters staffing both a basic fire engine and a paramedic squad. If the station size remains the same at 5,600 square feet but the sworn compliment doubles to ten fire fighters, the station will become exceedingly dysfunctional. The same holds true for fire/emergency response vehicles and fire/emergency specialty equipment. If a fire agency absorbing private development growth and thus receives

additional calls-for-service adds only five additional fire fighters/paramedics *but cannot* add station space, vehicles and specialty equipment, the agency has dealt with only part of the service equation. They have achieved little. Further, if you add five fire fighters but do not:

- Add fire response vehicles, the calls-for-services will be exceedingly well-staffed but the responses to the calls-for-services responses will become dysfunctional, and the service level highly unpredictable.
- Acquire any additional station square foot space, the ten fire fighters will certainly experience morale problems.
- Provide the fire fighters with the required personal and specialty equipment; the calls-for-services responses will be dangerous, certainly for the fire fighter.

At the opposite end, if all of the above capital needs are added, but additional fire fighters are not added, but the result would probably be limited to minor response time improvements.

Good municipal service planning requires a balance between the staff and the infrastructure. However, make no mistake about it, the amount of and complexity of any infrastructure defines (in part or all) of the Level of Service (henceforth LOS). This makes the one-time DIF financing of any agency's infrastructure that much more important. It takes a balance to accommodate development with the fire emergency responses within the desired standard. It will take additional properly-equipped fire fighters, station space, response and support vehicles and specialty equipment. The importance of having a properly calculated and documented DIF schedule in order to accommodate development-related demands cannot be over-stated. Of course, the DIF schedule can only be used for the capital acquisitions, the on-going labor staffing costs will need to come from other sources.

The updated DIF schedule contained herein, if adopted, would replace the currently adopted DIF schedule. A periodic review and adjustment of the Board's DIF schedule is appropriate and warranted in order to continue to ensure that the District collects sufficient monies to construct the additional infrastructure needed to serve new residential, commercial lodging and business development. The DIF schedule contained in this Report will serve the District well for a number of years, with periodic economic indicator increases.

This *Development Impact Fee Calculation and Nexus Report* and *Master Facilities Plan* will provide the documentation of the Board's costs which serve as the basis for calculating the Development Impact Fee schedule (DIF schedule). The proposed DIF schedule and related information can be found in Chapter 3 and Appendices A, B and C of this Report.

Based upon District staff input, RCS prepared the nexus calculation of DIF schedule. The resulting fees will need to be adopted by the two land-use agencies covering the District's boundaries (e.g. Santa Barbara County Board of Supervisors and the City of Carpinteria City Council).

Inclusion of the Proportional Analysis. This Report includes a *proportional analysis*. This analysis is intended to recognize and reconcile the difference between the Board's desired LOS required of new development, per statements in the various General Plan elements, with that of the *de-facto* or actual LOS provided to the existing community. This addition of a proportional analysis will assist the Board in making the difficult policy decisions regarding the required additions of new development.

Development Impact Fee Schedule Structure. The General Plan provides a range of potential densities for residential development, the DIF schedule for residential uses needs to be calculated on a "per dwelling unit" (type of) basis to reflect more accurately and greater fairness, the impacts from a specific development. For example, a property zoned for development of detached dwellings may contain from three to six units per acre. If fees are calculated on an acreage basis, the developer proposing three units per acre will pay the same amount as a developer constructing six units per acre. Similarly, fees for commercial and industrial properties are calculated on a square footage basis to reflect the impacts of different building intensities for this type of development. The addition of the proportional analysis will assist the District Board in adopting a fee structure that recognizes inter-generational equity and increase the lay-person's understanding of what is *fair*.

A second reason for the proposed DIF fee structure recommended in this Report involves the issue of building expansion or intensification of business uses. For example, if a property owner of commercial or industrial property proposes an expansion to his building, the question exists about how to charge this proposed expansion for its impact on the agency's streets, storm drainage system, and other infrastructures. A fee calculated on the building structure square footage basis will simplify this calculation.

CALCULATION OF DEVELOPMENT IMPACT FEES

In California, State legislation sets certain legal and procedural parameters for the charging of these fees. This legislation was passed as AB1600 by the California Legislature and is now codified as California Government Code Sections 66000 through 66009. This State law went into effect on January 1, 1989.

Government Code §66000 requires documentation of projects to be financed by Development Impact Fees prior to their levy and collection, and that the monies collected actually be committed within five years to a project of direct benefit to the development which paid the fees. Many states have such controlling statutes. Specifically, Government Code §66000 require the following five findings:

1. 66001 "(1) Identify the purpose of the fee." Throughout the report this finding will be referred to as: **The purpose of the fee.**
2. 66001 "(2) Identify the use to which the fee is to be put. If the use is financing public facilities, the facilities shall be identified. That identification may, but need not, be made by reference to a capital improvement plan as specified in Section 65403 or 66002, may be made in applicable general or specific plan requirements, or may be made in other public documents that identify the public facilities for which the fee is charged." Throughout the report this finding will be referred to as: **The use of the fee.**
3. 66001 "(3) Determine how there is a reasonable relationship between the fee's use and the type of development project on which the fee is imposed." Throughout the report this finding will be referred to as: **The relationship between the use of the fee and type of development paying the fee.**
4. 66001 "(4) Determine how there is a reasonable relationship between the need for the public facility and the type of development project on which the fee is imposed". Throughout the report this finding will be referred to as: **The relationship between the need for the public facility and the type of development project.**
5. 66001 (4) "(b) In any action imposing a fee as a condition of approval of a development project by a local agency, the local agency shall determine how there is a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed." Throughout the report this finding will be referred to as: **The relationship between the amount of the fee and the cost of the portion of the facility attributed to the specific development project.**

This Report, with some additions, utilizes the basic methodology consistent with the above requirements of Government Code §66000. Briefly, the following steps were undertaken in the calculation of the DIF schedule for the District:

1. Define the level of service desired within the General Plan area for each project or acquisition identified as necessary. In some areas, certain statistical measures are commonly used to measure or define an acceptable level of service for a category of infrastructure.
2. Review the land use map and determine the existing mix of land uses and amount of undeveloped and developed land. The magnitude of growth and its impacts can thus be determined by considering this land-use data when planning for infrastructure. This inventory is summarized in Table 2-1 in Chapter 2 and detailed in Appendix B.
3. Identify all additions to the capital facilities or equipment inventory necessary to maintain the identified levels of service in the area. Then, determine the cost of those additions. An infrastructure *Master Plan* is the highest form of data.
4. Identify a level of responsibility, identifying, as termed in this Report, the relative need (or as referred to in the accompanying schedules as "PERCENT NEED") for the facility or equipment necessary to accommodate "growth" as defined, and as opposed to current needs.
5. Distribute the costs identified as a result of development growth on a basis of land use. Costs are distributed between each land use based on their relative use, or *nexus*, of the capital system. For example, future street costs were distributed to each land use based on their trip generation characteristics.

OTHER ASSUMPTIONS OF THE REPORT

In addition to the land use assumptions contained in the next Chapter of this Report, other important assumptions of this study include the following:

Land Costs. Land acquisition cost estimates were developed after discussions with District officials. Given the high costs of land in the amounts of land necessary to construct a basic two-bay wide by two vehicle deep fire station in Santa Barbara County,

it was decided to continue use of the 2008 report's \$25.00 per square foot cost for large parcel land acquisition. Arguments for higher or lower costs can be made; however, the herein contained per acre amounts appear to be the most appropriate current figure for the purposes of this study.

Appropriate Expansion. Debt service is a reasonable cost of construction of many, but not necessarily all, public facilities and infrastructure. However, no such debt-based plans have been included in the Master Facilities Plan. Should the district incur debt service on any of the projects contained herein, the DIF schedule should be recalculated to reflect that legitimate cost.

PROPORTIONAL ANALYSIS

A proportional analysis is important, if for no other reason, than for community inter-generational equity, i.e., fairness in the infrastructure investment made by existing residents and businesses with those of new residents and businesses that wish to use the existing District infrastructure. In short, previous generations of businesses and residents have contributed to the development of the District infrastructure and this fact should be recognized by future residents and businesses by contributing a like or fair amount towards completing the various infrastructure systems.

It is one thing to identify the many public improvement projects needed through build-out. It is an entirely different thing to assume that all of the identified improvements are required to meet the demands of the new development. Clearly, some projects could be *replacements* of the existing infrastructure while others will be *capacity increasing* projects. Within the category of the latter, they may also be further classified into two categories:

1. Projects dealing with existing deficiencies, i.e., project required regardless of whether there is additional development or not. An example would be the replacement of a station roof or a failing emergency generator.
2. Projects required as a result of development. An example of this would be an aerial truck necessary because of future three and four floor construction.

All impact fee calculations claim to be fair. Most DIF calculations will identify the desired or required capital projects, most ostensibly generated *as a result of development*. However, little evidence is ever offered in support for such a claim. Therefore, what is fair and equitable? Is it fair to require future residents and businesses in a District to construct, via payment of impact fees, a new Fire Station when the current stations are

merely rented or leased space? On the other hand, if a community already has all of the fire stations they will need at build-out, are they precluded from imposing an impact fee to recoup some of that expenses incurred in constructing those existing facilities? These are difficult questions that may be made easier by the comparisons of Schedule 3.2 with Schedule 3.3.

However, the inclusion of the comparison of existing capital assets vs. future capital needs (Schedules 3.2 vs. Schedule 3.3) is included merely for perspective for the reader and does not drive the DIF schedule calculation.

CHAPTER ORGANIZATION

Within Chapter Three there are three cost/fee tables that summarize three cost schedules at the end of the Chapter. Tables are contained within the chapter text and the schedules are at the end of the Chapter. The schedules at the end of the Chapter are:

The first schedule, 3.1 at the end of the chapter text, the ***Allocation of Project Cost Estimates*** identifies the project title, its costs and the relationship, as a percentage, to development.

Minimal Needs-based Impact Fee - This schedule, 3.2, will identify the impact fees that would need to be adopted as fees to meet the basic capital needs identified in the Report for that infrastructure.

Existing Community Financial Commitment Comparison - Schedule 3.3 would identify the cost (in current nominal dollar value) of replacing the existing infrastructure, including land, physical improvements and capital equipment of replacing the total capital assets. This is the average amount that has been *invested* over time by the current community of residents and businesses. This equity will be expressed in terms of the cost to construct or acquire the assets at current replacement costs.

If the average "equity" (for detached dwelling for example) on this Table is greater than the average cost on the previous "Marginal Needs" Table, then the infrastructure system is "front-ended" or has excess capacity. Earlier residents and businesses of the community have put more of the system into place than will the remaining unbuilt portions of the community, (as they build). The existing community has advanced money to build capacity into the infrastructure system to meet the needs of residents and businesses that will locate within the District boundaries.

However, if the average *equity* (again using a detached dwelling as an example) is less

than the average cost on the previous *marginal-needs* table (for the same detached dwelling), it is an indication that system construction has been lagging or is currently *deficient*.

Distribution of Existing DIF Fund Balance. The current District DIF Fund has a positive balance of \$171,169 and was created to finance various infrastructure needed as new residents and businesses locate in newly created homes and business structures. There are no specific restrictions on the monies, beyond the restriction to be used on improvements within the Fund title and used within Government Code §66000 specifications within a "committed" time frame.

There is often confusion over the so-called Section § 66000 *five year rule*, that DIF receipts collected need to be *committed* within five years. The confusion is based upon assuming that *committed* means *expended* or *spent*. Certainly any agency that collects imposed DIF receipts would not likely collect enough to acquire land for and construct a fire station over a five-year period. This does not make the DIF receipts collected in the first five years any less important. The adoption of the *Master Facilities Plan* acts as the commitment of any collected DIF over time. The Districts annual DIF Collection and Use Report (also required by §66000 of the Government Code) merely needs to identify any DIF proceeds collected over five years ago and make a finding that the collected DIF proceeds are required to meet the *Master Facilities Plan*.

Chapter Endnotes

- (1) For greater detail of each proposed project, refer to the Master Facilities Plan in Appendix C.

End of Chapter

Chapter Two Demographics and Findings

This Chapter provides an inventory of existing development and land available for potential development within the District's boundaries and presents a summary of recommended Development Impact Fees detailed in the following chapters of this Report. There remain a number of development opportunities for residential, lodging, business expansions within District boundaries. This Report is limited to those parcels *currently* within the Board's service area and no annexations are included.

LAND USE ASSUMPTIONS

The following is a discussion of the inventory of developed and land potentially available for development served by the Carpinteria-Summerland Fire District service area. The inventory of available land within the entire District limits forms the base for determining the impacts from new development. The developed land inventory forms the base for distributing the cost of the existing infrastructure for comparison and for the *de facto* identification of the existing levels of service (LOS) provided by those existing infrastructure. Table 2-1, below, provides the inventory of all private land uses contained within the current District boundaries. The acreage amounts are also indicated on Table 2-2 and Appendix B are based on a land use inventory and analysis of documents forwarded by the City of Carpinteria and Santa Barbara County.

**Table 2-1
Detailed Land Use Inventory**

A. Total - Land-use Database	Existing Development		Potential Development		Total General Plan Build-out	
	Acres	# of Units/S.F.	Acres	# of Units/S.F.	Acres	# of Units/S.F.
Estate Dwelling Units	1,471.04	281	1,403.87	147	2,874.91	428
Detached Dwelling Units	2,572.14	3,619	2,857.01	1,219	5,429.15	4,838
Attached Dwelling Units	332.72	2,805	41.79	131	374.51	2,936
Mobile Home Dwellings	100.33	868	12.00	102	112.33	970
Senior Assisted Units	0.66	12	2.92	73	3.58	85
Commercial Lodging Units	17.00	607	5.40	162	22.40	769
Retail/Service/Office Uses (SF)	156.80	967,771	11.28	196,585	168.08	1,164,356
Industrial/Manufacturing Uses (SF)	208.00	1,300,000	12.00	65,340	220.00	1,365,340
Institutional Uses (SF)	139.50	1,693,395	219.69	398,574	359.19	2,091,969
Total - Distric Limits	4,998.19		4,565.96		9,564.15	
Private Residences	4,476.89	7,585	4,317.59	1,672	8,794.48	9,257
Commercial Lodging Rooms	17.00	607	5.40	162	22.40	769
Business Square Feet	504.30	3,961,166	242.97	660,499	747.27	4,621,665

Land Use Definitions. This Report classifies properties as either one of five residential land uses or four different categories of business development. These Development Impact Fee schedule land use categories are described following:

Residential Land Uses:

- **Estate Detached Dwellings** - Corresponds to an allowable use within various County and City land use designations but generally indicates a detached residential dwelling in excess of 2,700 square feet on lower density parcels.
- **Detached Dwellings** - Refers to a detached residential dwelling *generally* 2,700 square feet or less. This category would include a mobile or modular home erected on an individual parcel as opposed to in a mobile home park. It also includes detached condominiums, i.e. land with common ownership but the residential dwellings that look and function as detached dwellings.
- **Attached Dwellings** - Refers to all residential dwellings constructed attached or contiguous to other like residential dwellings. Residential dwellings commonly referred to as condominiums, townhouses and apartments are included in this category.
- **Mobile Home Residential** - This category would be limited to the construction of mobile home pads for mobile homes in a mobile home park setting.
- **Senior Assisted Residential** - This category would be limited to the construction of senior assisted and/or skilled nursing facilities. This is a new land-use category over the 2008 Report's categories. These facilities tend to generate a significant number of calls-for-service due to the age of the occupants.

Business/Commerce Land Uses:

- **Commercial Lodging Units** - This category refers to the construction of hotel, motel or other commercial units constructed for temporary residency.
- **Retail/Service/Office Uses** - As utilized in this Report, commercial uses include the general category of retail services and thus includes outlets ranging from restaurants to auto repair shops to shopping centers. This category also includes the service commercial, general commercial, general office, medical and dental office.

- **Industrial/Manufacturing Uses** - As utilized in this Report, business uses include the general category of manufacturing or industrial services and thus includes outlets ranging from auto repair shops to light manufacturing.
- **Institutional Uses** - As utilized in this Report, business uses include the general category of private sector education facilities, places of worship, and fraternal organizations. This category is also newly added to the Development Impact Fee Schedule.

Definitions of Land Use Status. For each of the major land use categories detailed above and on Table 2-2, land is categorized as either *Developed* or *potential*. Definitions regarding the status of each land use are as follows:

Developed Acres/Units - Includes land in the District which is fully developed and is in conformance with the zoning designation for that area, or land which has received a building permit but which is not yet constructed.

Potential Acres/Units - Refers to all non-public available acreage located within the agency (and limited to only the portions of parcel that can be developed). This category also includes any properties that are currently developed but anticipated to be redeveloped in the future resulting in greater density ⁽¹⁾.

Table 2-2, following, provides a summary of the detailed land use inventory, limited to privately-held property and only the portion of publicly held land that can be developed, (e.g. the construction of a detached dwelling unit on a larger but substantially unusable property), provided on Table 2-1. County and City staff's land use inventory reveals that there are presently 4,998.19 acres of privately-held developed land within the current District boundaries. Conversely, there remain 4,565.96 acres of available or substantially undeveloped (or available) land in the agency. Available land represents approximately 47.7% of the total 9,564.15 privately-held acres within the Carpinteria-Summerland Fire District boundaries but the land-use densities of the remaining potential development are very low.

Not surprisingly, detached dwellings (includes estate-sized dwellings) designated land constitutes the greatest amount (29.9%) of available acreage of all the land uses.

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Table 2-2
Carpinteria-Summerland Fire District
Summary of Developed and Potential Development Acreage

DIF Land-use Type	Existing Developed Acres	% of Total Private Acres	Remaining Development Potential	% of Total Private Acres	Total Private Acres
Estate Dwelling Units	1,471.04	15.4%	1,403.87	14.7%	2,874.91
Detached Dwelling Units	2,572.14	26.9%	2,857.01	29.9%	5,429.15
Attached Dwelling Units	332.72	3.5%	41.79	0.4%	374.51
Mobile Home Units	100.33	1.0%	12.00	0.1%	112.33
Senior Assisted Units	0.66	0.0%	2.92	0.0%	3.58
Commercial Lodging Units	17.00	0.2%	5.40	0.1%	22.40
Retail/Service/Office Uses	156.80	1.6%	11.28	0.1%	168.08
Industrial Uses	208.00	2.2%	12.00	0.1%	220.00
Institutional Uses	139.50	1.5%	219.69	2.3%	359.19
Totals	4,998.19	52.3%	4,565.96	47.7%	9,564.16

SUMMARY OF FINDINGS

The proposed projects from the 2008 DIF Report have been forwarded to this Report with the changes limited to only cost increases over the eight year period. The nine proposed projects identify \$14,201,190 in needed and desired capital improvement projects. These are additional capital needs and not replacements of existing or aging facilities and thus are in some part attributable to new development. The projects that expand service delivery capacity and are generally required through increased development that will result from General Plan build-out of both the City of Carpinteria and Santa Barbara County (District area).

The \$14,201,190 figure is mitigated by the existing \$171,169 in off-setting existing DIF fund balance and an additional \$2,000,000 anticipated from the sale of existing assets for a net projected cost of \$12,030,021 (\$14,201,190 in capital needs less \$2,171,169 in other sources). The adoption of the recommended the *Minimal Need-based DIF schedule*, as supported by the calculations in this Report (Schedule 3.2), would not finance all of the needed capital facilities but would raise approximately \$4.2 million to be used towards the expansion of the facilities, vehicles and equipment⁽²⁾. The District will require an alternate revenue source for the \$7.9 Million shortfall in meeting all of the District's long term capital needs, either development or replacement generated. It is important to note that this Report does not address the programmed vehicle replacement

needs.

Based on the the schedules found at the end of Chapter Three of this Report, the costs attributable to future development were derived on a per unit basis for residential land uses and on a per square foot of pad basis for commercial and industrial land uses. Schedule 2.1, found at the end of this Chapter, provides a summary of the recommended DIF schedule for each type of infrastructure and land use category.

The total recommended maximum DIF schedule for each land use are also summarized below in Table 2-3.

Table 2-3
Summary of Identified Development Impact Costs
for the General City Area

DIF Land Use Type	Identified Development Impact Costs
Estate Dwelling Units (A)	\$1,796/Unit
Detached Dwelling Unit (A)	\$1,833/Unit
Attached Dwelling Unit	\$1,589/Unit
Mobile Home Dwelling Unit	\$3,266/Unit
Senior Assisted Units	\$2,282/Unit
Commercial Lodging (keyed) Unit	\$1,543/Unit
Retail/Service/Office Uses in S.F.	\$3.461/S.F.
Industrial/Manufacturing Uses in S.F.	\$0.425/S.F.
Institutional Uses in S.F.	\$0.244/S.F.

(A) Plus \$0.444 per square foot beyond the basic 2,700 square feet detached dwelling Unit.

Schedule 2.1 at the end of this Chapter identifies the probable impact fee revenue, the capital cost total and the difference.

[This space left vacant in order to place the Chapter Endnotes on a single page].

CHAPTER ENDNOTES

1. Reconstruction of any razed building not resulting in any greater square footage (or more dwelling units) would not have any impact fee imposed. The impact fees would be imposed on any increased delta of business square footage or residential dwellings. As an example: A 20,000 square foot retail building is razed and a 20,000 square foot retail building is constructed, there is no additional demand anticipated and thus no DIF imposed. If however a 25,000 square foot retail building is constructed the impact fee for the additional 5,000 square feet would be imposed.

Additionally, change of land use could also trigger an impact fee. Razing of a 10,000 square foot industrial building (at \$0.425/SF) and construction of a new 20,000 square foot retail building (at \$3.461/SF) would generate a DIF to be imposed of \$3.036/SF ($\$3.461/\text{SF} - \$0.425/\text{SF}$) multiplied by the 10,000 square feet.

2. The impact fee collection figure may be higher or lower depending upon the ultimate size of the roughly 3,900 Estate Detached and Detached Dwellings to be built exceed the basic 2,700 square foot detached dwelling are constructed. Up-sizing of demand by razing existing aged structures and constructing a larger size or greater density is also difficult to determine.

NOTE REGARDING TEXTUAL MATHEMATICS: It is important to note that the use of a computer provides for calculations to a large number of decimal points. Such data, when included in text and supporting textual tables, has often been rounded to usually no more than two or three decimals for clarity and thus may not be replicated to the necessary degree of accuracy as the spreadsheet schedules at the end of each chapter. If questions arise between the tables and schedules, the schedules at the end of the chapter will prevail as the more accurate. The schedules at the end of the Chapter are instructive to recommendations. The tables within the chapter text are summaries of the schedule at the end of the chapter and are illustrative.

End of Chapter

Schedule 2.1

Carpinteria-Summerland Fire District

General Plan Build-out Costs

Summary of Development Impact Fees By Type of Fee (continued on next page)

(Costs/Fees per Residential Type Dwelling Unit, or Business Type Square Foot)

Land-use Category	Fire Protection Facilities	Development Impact Fee Total
	Schedule 4.2	Per Unit or Square Feet
Calculated Development Impact Costs		
Estate Dwelling Units	\$1,796	\$1,796 per Unit
Detached Dwelling Units	\$1,833	\$1,833 per Unit
Attached Dwelling Units	\$1,589	\$1,589 per Unit
Mobile Home Dwellings	\$3,266	\$3,266 per Unit
Senior Assisted Units	\$2,282	\$2,282 per Unit
Commercial Lodging Units	\$1,543	\$1,543 per Unit
Retail/Service/Office Uses (SF)	\$3.461	\$3.461 per S.F.
Industrial/Manufacturing Uses (SF)	\$0.425	\$0.425 per S.F.
Institutional Uses (SF)	\$0.244	\$0.244 per S.F.
Potential Collection with Recommended Impact Fee Schedule		
Estate Dwelling Units	\$264,012	\$264,012
Detached Dwelling Units	\$2,234,427	\$2,234,427
Attached Dwelling Units	\$208,159	\$208,159
Mobile Home Dwellings	\$333,132	\$333,132
Senior Assisted Units	\$166,586	\$166,586
Commercial Lodging Units	\$249,966	\$249,966
Retail/Service/Office Uses (SF)	\$680,381	\$680,381
Industrial/Manufacturing Uses (SF)	\$27,770	\$27,770
Institutional Uses (SF)	\$97,252	\$97,252
Total	\$4,164,433	\$4,164,433
Potential DIF Receipts	\$4,164,433	\$4,164,433
Less: Other Resources	\$2,171,169	\$2,171,169
Financial Resource Total	\$6,335,602	\$6,335,602
Required Capital Total	\$14,201,190	\$14,201,190
Over or (Under) Collection	-\$7,865,588	-\$7,865,588

Chapter Three

Fire Suppression Facilities, Vehicles, and Equipment

The Existing System. The Fire District currently responds to calls-for-service within District boundaries from two existing stations. The two stations are:

- Fire Station #1 (Carpinteria), located at 911 Walnut Avenue in Carpinteria, is a complex of a number of buildings on an approximately 36,450 square foot parcel. The structures include:

- A 6,730 square foot square foot station with living quarters.
- A 1,450 square foot annex building (additional living quarters).
- A 760 square foot utility room.
- A 441 square foot garage.
- A 363 square foot (pad) three-story drying tower.

- Fire Station #2 (Summerland) is 2,350 square feet and is located at 2375 Lillie Avenue in Summerland.

The land acquisition and structure replacement cost of the two existing stations is estimated to be approximately \$10,934,050. The administrative staff is currently working out of rented facilities within the City of Carpinteria. This rented facility is not considered an on-going asset.

Given the service area and current calls-for-service demand, the District also has acquired a sizable fleet of District-owned and equipped response and prevention units consisting of:

- Four Type I engines,
- One Type III engine,
- A rescue squad vehicle,
- Three utility trucks and one personal watercraft with a trailer
- Two command vehicles, and;
- Two staff SUV.

The total investment in the vehicle compliment and equipment is \$3,220,000. State or County vehicles and equipment sometime stored at local stations, have not been included in the above figures. The District has invested \$206,520 in computers,

electronic gear and communications equipment, \$103,150 in living quarters/office furniture and appliances, \$97,130 in fire specialty equipment and tools, \$65,170 in USAR specialty equipment and finally \$174,000 in miscellaneous supplies. Additionally, there is \$171,169 in the existing Fire Suppression Facility, Vehicle and Equipment Development Impact Fee Fund. The total investment in fire suppression infrastructure is \$14,971,489.

The current replacement value of the continuing station, parcels, response fleet and specialty equipment is approximately \$14,971,489. This figure represents the cost to replace the existing District response capability at current land acquisition, vehicles, equipment and fire stations replacement costs. The relevance of this figure will be established later in this Chapter.

The Purpose of the Fee. In order to continue to be able to respond to an ever-increasing number of expected calls, the District staff has determined the need for the relocation of one station, expansion of another station and an increase in the existing fleet to accommodate known and expected development. Having the right type and number of fire stations in the right locations will enable policy makers, the Chief and District Board, to house fire fighters, apparatus, and equipment in a rational way for maximum use of resources.

While it can be said that numerous factors are considered when determining the number and location of fire stations in any District, it can be stated without fear of contradiction that all new private development in the District will have an effect on the District's current ability to respond to fire, rescue and emergency calls-for-service. The affect, simplified but not trivialized, is twofold. Initially, each new residential and business development will create, on average, more annual calls-for-service increasing the likelihood of simultaneous (and thus competing) calls-for-service. Additionally, as development spreads further from any existing station or stations, as large-scale development is often likely to do, the distances (and thus response times) will increase, taking the existing fire companies out-of-service for greater periods of time. The current station locations make the latter unlikely.

The capacity of any fire station is finite and will reach practical limits through its call-for-service *frequency* and *incident time*. When that capacity is exceeded, the LOS afforded to existing development will be greatly reduced. Or stated in another way, if development continues without the addition of an additional company (with or without an additional fire station), the existing engine companies and medic squads could be overwhelmed in terms of calls-for-service, making a timely response for emergency service a virtual coin flip. Without additional response capacity, the existing fire companies will reach a point where they will be unavailable to respond to all needs as they may likely be simultaneous out-of-service or on a call in a different part of the community.

Conversely, the penalties are high and extremely visible for either poor fire station location or a lack of one. Adverse effects are felt by the District staff, the District Council, and possibly by the existing taxpayers. With poor location or no additional locations, response times could vary within the District with some areas requiring response from a great distance. In-availability or an out-of-service engine company due to a simultaneous call can become excessive. If a tragedy occurs, the incident would be well publicized. Often, response time is mistakenly referred to for only the first-in unit, and this can be a grave error. Instead, response time must consider *all* the forces necessary to place the incident under control. If the first unit arrives within five minutes but cannot provide the necessary water flow, or perform the needed functions due to a lack of staffing, the five minute response becomes insignificant and irrelevant. Thus, an increase in the number and type of response vehicles is also necessary to match and equip the needed additional staff

The Use of the Fee. The revenues that can be raised from a properly calculated and legally-supported Fire Suppression Facilities, Vehicles and Equipment Impact Fee would be limited to capital costs related to that growth. The fees would be used to assist in bringing the projects to fruition. Conversely, the Fire Suppression Facilities, Vehicles, and Equipment Development Impact Fee receipts would not be used to *repair* the existing fire station or *fully replace* any existing emergency response vehicles. However, DIF revenues could be used to change the use of a structure to add additional capacity, such as the recent relocation of the administrative staff to rented facilities and the reconstruction of that vacated space as expanded living quarters thus allowing an expansion of Station #1 response staff. In effect the District traded one asset, that being administrative office space, for another needed asset, additional living quarters allowing the station some increased space for the emergency response staffs living quarters.

The revenues generated from the Fire Suppression Facilities, Vehicles and Equipment DIF schedule receipts would be limited to one-time capital costs related to that growth consisting of approximately 1,672 dwelling units, 162 commercial lodging and 660,550 square feet of business space (retail/service/office, industrial and Institutional), throughout the District.

The following section identifies the manner in which the District plans to meet the demands of additional calls-for-service generated by new development.

Infrastructure Plan. Additional facilities are planned to come on-line, as needed, as development creates additional demands beyond the capability (volume or calls and distance) of the existing stations. The original 2003 *Master Facilities Plan* identified/planned for the need to reconstruct or expand both existing Station #1 and Station #2 and construct a third (additional) station. It also identified the need for response vehicles for the expanded facilities. However, plans change with time and in

2008 the District staff reconsidered the need for (and staffing of) three stations and developed a different arrangement of response facilities. The limited parcel size of the existing Station #2 and the potential for acquisition of that parcel by CALTRANS for the widening of SR-101 offered a new opportunity.

The proposed fire suppression capital project/acquisitions (see *Master Facilities Plan* included as Appendix C) will be required at General Plan build-out of both the City of Carpinteria and County of Santa Barbara, likely a 30-40 year time span. The proposed fire suppression capital projects are not placed in order of priority in the *Master Facilities Plan*. Priority of construction or acquisition will be based upon the pace and location of actual development as approved by the two previously mentioned land-use authorities. The revised capital expansion plans include:

■ **FD-001, Expand Southerly Station #1 (Carpinteria)** by 2,784 square feet. The 2,784 square foot addition would consist of: 1,392 square foot, single door wide by two vehicle deep response fleet bay and an additional 1,392 square feet of living quarters above that same bay. The facility may need to be a non-contiguous structure. The existing Station #1 can generally serve the existing calls-for-service in the southerly area both adequately and sufficiently. This expansion is required to meet additional demand for service both in the City or a second unit for simultaneous calls-for-service and as a second-in unit throughout the remainder of the District. No additional land is required(or available).

■ **FD-002, Relocate Northerly Station #2 (Summerland)** to a parcel (minimum size of 29,430 square feet) and construct a 5,886 square foot, two-bay wide by two vehicle deep station. One of the four-bay parking spots would have a large hydraulic lift for on-site vehicle maintenance. When not in use it would house a large response vehicle. Approximately 50% of the cost of this project is due to the reconstruction of the existing station in an area consistent with future development and thus 50% would be financed by development impact fees and the remaining 50% of the station cost is expansion and is not appropriate for development impact fee financing. Hopefully the District can acquire a 2.15 acre parcel so that Station #2, the administrative headquarters offices, an EOC facility and a training facility can be located on a single parcel.

■ **FD-003, Construct an Administrative Office** (from the current rented facilities) by acquiring a half acre and constructing 4,000 square feet of office space for management, fire prevention inspection, development processing (construction plan check and inspection) and the incident and personnel records storage functions. Hopefully the opportunity exists to find a 2.15 acre parcel with adequate space to accommodate projects FD-01, FD-03, FD-04 and FD-05. The new administrative office will support the roughly 82.20% of the General Plan build-out demand that currently exists. The

remaining 17.80% has been allocated to new development creating the remaining general plan build-out demand.

■ **FD-004, Construct an Emergency Operations Center (EOC)** that is approximately thirty foot by forty foot open room to be equipped with emergency back-up communications equipment and prepared emergency plans, maps and documents. This facility would need an approximately a tenth of acre parcel and, to maximize management capabilities, should be constructed contiguous to the administrative facility. The EOC facility could be used for District Board meetings, staff meetings, training (see FD-05) and could also be made available to residents in the area for small public meetings such as youth sports organizations, clubs and such. Roughly 82.20% of the general plan build-out calls-for-service demand currently exists. The remaining 82.20% has been allocated to existing development (requiring a separate revenue source such as a tax measure) with the remaining 17.80% allocated to new development.

■ **FD-005, Construct a Training Tower/Drafting Pit** on a one acre parcel. The training facility would consist of a four-story live fire tower for hands-on manipulated training, a drafting pit, pipe trench, possibly an airplane fuselage and other various training apparatus. The addition of a training facility would allow for more coordinated training in a single facility and safer water draft testing. This important component facility is also planned to be located contiguous to the proposed FD-002 Relocated Station #2, administrative headquarters location along with the EOC facility creating a centralized management/Emergency Operations Center/training complex. The EOC facility would serve as the training facility classroom. As an alternative to the District incurring the full construction and maintenance costs at this site, the District will investigate the potential for establishment of a cooperative training facility with a nearby fire district under a joint use agreement. The District has not to date had a dedicated training facility and it will thus support the roughly 82.20% of the ultimate General Plan build-out calls-for-service demand that currently exist, the remaining 17.80% has been allocated to new development. A number of the projects in this list that represent a new capability for the District will have this same 17.80% - 82.2% ratio.

■ **FD-006, Acquire a Type I Engine with Aerial Telesquirt Capacity.** Based upon the anticipated additional 21.7% increase in calls-for-service, a fourth Type I engine/pumper will ultimately be necessary to ensure adequate response capability to the probable simultaneous calls-for-service. This acquisition would allow for two Type I engines to be assigned to each of the northerly and southerly stations. However, given that the remaining development is likely to include both over-height (on small parcels) and over-width buildings, the District will also need to acquire hydraulic lift and aerial fluid stream capability. This Type I engine would be assigned to the station with the most over-height and over wide pad construction within its first-in response area.

■ **FD-07, Acquire a Type III Engine.** Due to development pressing into wild-land interface there will be an increased need for rapid response brush rigs that are better suited for quick response to these wild-land interface areas. Upon acquisition, each of the two stations would have one Type III rapid response brush engine.

■ **FD-008, Acquire a Multi-use Incident Support Vehicle** - This vehicle primarily serves as a coordinated communication center on large scale incidents that require communications with other public agencies such as law enforcement, local public works agencies and other fire agencies. The vehicle or trailer would have high intensity lights that can be aimed for improving the visibility of an involved structure and high speed air bottling capability. This vehicle would also serve as an on-site supply warehouse and hot kitchen/storage canteen for long-term responses.

■ **FD-009, Improve the Wild-land Patrol/Brush Inspection Vehicle.** This existing vehicle, essentially a flat-bed truck, is used for brush inspection and is often assigned to inspect brush areas. The improvement would consist of installing a 100 gallon tank and small pump to allow the firefighter/inspector to respond to any brush fire that may occur while out inspecting brush areas.

The proposed projects and costs are identified on Schedule 3.1 and are detailed in the Master Facilities Plan. The net cost of completing the fire suppression system is a net cost to the District of \$12,030,021, the total of \$14,201,190 less \$2,171,169 in existing Development Impact Fee fund balance and other sources.

The Relationship Between the Use of the Fee and Type of Development Paying the Fee. Fire service response standards extended to new development should be consistent with the fire response currently enjoyed by the District's existing residents and business community by constructing new facilities. To fail to do so would result in the deterioration of the level of service provided both to the existing residents and future citizens and businesses within the Carpinteria-Summerland Fire District boundaries. It follows that it is appropriate to assess future development to contribute additional fire facilities.

To project the impact of future development on fire services, it was first necessary to quantify the current impact on services from each of the land uses within the District. Then, a determination of the costs of future capital facilities necessary to meet this increased demand was made. The following section illustrates the relative impact from each land use on fire services and facilities.

While the majority of the calls-for-service within the Carpinteria-Summerland Fire District were made by citizens from their residences, there were also a good number of calls-for-service generated from business uses, (primarily retail/service/office) within the

District. A survey of each land use and its existing effect on requests for calls-for-service was conducted to project the impact of future development on fire services. Requests for service to public property, such as parks, beaches, open space, highways and other public right-of-way, were excluded thus distributing these calls pro-rata through the requests for service from privately-held property. This is based upon the assumption that all public land or R.O.W. serves privately-held land in some manner.

Table 3-1, following, summarizes an analysis of the number of calls-for-service per year received by the District over a one year period based upon the 2015 NFIRS data⁽¹⁾. The breakdown of calls into the land uses that generated them, divided by the number of developed units (during the same period) generated a "calls-for-service" factor.

Table 3-1
Fire Suppression/Emergency/Medic Calls-for-Service Generated
by DIF Land-use Type
(Over a 12 Month Period)

DIF Land-use Type	Developed Dwellings or Square Feet	Actual Calls For Service Over 12 Months	Total Calls per Dwelling or 1,000 S.F. (KS.F.)
Estate/Detached Dwelling Units	3,900	413	0.132/Unit
Attached Dwelling Units	2,805	325	0.116/Unit
Mobile Home Dwelling Units	868	207	0.238/Unit
Senior Only Units	12	2	0.167/Unit
Commercial Lodging Units	607	67	0.110/Unit
Retail/Service/Office Uses	967,771	239	0.247KSF
Industrial/Manufacturing Uses	1,300,000	30	0.023/KSF
Institutional Uses	1,693,395	31	0.018/KSF

As an example, there were approximately 413 calls-for-service per year that generated a response to one of the 3,900 detached dwelling units (including the estate homes category) in the District. The result indicates that, on average, each detached dwelling will generate approximately 0.132 calls per year. The same analysis was undertaken for the other remaining residential and business land uses. Since these calls-for-service by land use represent an average, they can be used to project the number of additional calls-for-service that could be expected in the future by multiplying the average calls-for-service per residential unit or business square feet by the number of anticipated number of new residential dwellings or business square feet.

Of residential land uses, an attached dwelling unit is slightly less likely to require an emergency fire service response at 0.116 annual responses *per unit*, than a detached dwelling unit at 0.132 annual responses *per unit*. The highest demand generator for residences would be mobile homes (in mobile home park settings) which generate about 0.238 calls-for-service *per unit*, or stated the reverse way, about one call per four mobile homes. Commercial and industrial acre development is shown to generate 0.247 and 0.023 responses *per KSF (1,000 square feet)* of developed land respectively. However, it should be noted that while there appear to be fewer calls to industrial properties, significant training is required to be prepared for business responses, (i.e., mass casualty, trench shoring, hazardous and flammable materials training).

Based on the existing rate of responses by land use, the increased number of fire service responses generated by future residential and business development was extrapolated. This was accomplished by multiplying the average responses per unit or acre, established in Table 3-1, by the number of probable dwelling units, lodging rooms or business square feet. This data is summarized in Table 3-2, following.

Table 3-2
Anticipated Annual Fire Call-for-Service (CFSs) Responses
Generated by Future Development (Rounded)

Land Use	Emergency Calls-for-Service Per Unit	Available Units or S.F.	Additional CFS Responses
Estate Detached Dwelling Units	0.132 Unit	147 Units	19 CFS
Detached Dwelling Units	0.132 Unit	1,219 Units	161 CFS
Attached Dwelling Units	0.116 Unit	131 Units	15 CFS
Mobile Home Dwelling Units	0.238 Unit	102 Units	24 CFS
Senior Only Units	0.167 Unit	73 Units	12 CFS
Commercial Lodging Units	0.167 Unit	162 Units	18 CFS
Retail/Service/Office Uses	0.247 S.F.	196,585 S.F.	49 CFS
Industrial/Manufacturing	0.023 S.F.	65,340 S.F.	2 CFS
Institutional Uses	0.018 S.F.	398,574 S.F.	7 CFS
Total			307 CFS

Resulting Marginal Needs-based DIF Schedule. The adoption of the resulting *Marginal Needs-based DIF schedule*, through General Plan build-out of the two land-use agencies (the City and the County) would contribute a reasonable portion towards the proposed capital facilities expansions, vehicles and equipment listed in Appendix C. Table 3-3, following, indicates the DIF schedule that if adopted, imposed and collected, would generate \$4,262,890 towards for financing the development's portion

Table 3-3
Minimal Needs-based Law Enforcement Facilities, Vehicles
and Equipment Development Impact Costs
by DIF Land-use Type

DIF land-use Type	Allocation of Development Costs	Development Impact Cost Per Unit or Square Foot
Estate Dwelling Units	\$263,827	\$1,796/Unit
Detached Dwelling Units	\$2,235,587	\$1,833/Unit
Attached Dwelling Units	\$208,285	\$1,589/Unit
Mobile Home Units	\$333,255	\$3,266/Unit
Senior Only Units	\$166,628	\$2,282/Unit
Commercial Lodging Units	\$249,941	\$1,543/Unit
Retail/Service/Office Uses	\$680,396	\$3.461/S.F.
Industrial/Manufacturing Uses	\$27,771	\$0.425/S.F.
Institutional Uses	\$97,199	\$0.244/S.F.

The Relationship Between the Need for the Public Facility and the Type of Development Project. The DIF would be collected as the development occurs. Even as the development occurs (i.e. it is in the construction phase), the additional impact is generated immediately as the unfinished structure needs to be served. The DIF would be put to use to expand Station #1, relocate Station #2 and acquire additional emergency response vehicles necessary to respond to those additional calls-for-service, *without reducing the capability of responding to calls-for-service from the existing community.*

The Relationship Between the Amount of the Fee and the Cost of the Portion of the Facility Attributed to the Specific Development Project. It would be rare for any one development to create the need for a full fire station, thus all development will contribute

resources towards a shared fire facility. Upon completion, all development projects that contributed towards the additional facilities and response vehicles will have fire suppression/medic services available from one of the agency's two fire stations as needed.

The current community's commitment has been to establish the existing dual-station capability paid for via past General Fund receipts. To allow future residents to benefit by use of all of the capital needs without contributing additional assets, would be clearly unfair to the existing residents who would experience a reduction in their current LOS. The District has assembled approximately \$14,971,489 in fire suppression/emergency/paramedic assets

The replacement value of the existing fire infrastructure (stations, response fleet and related safety equipment) of the \$14,971,489 represents the current equity investment or *financial commitment* towards fire emergency capability by the existing community. When this figure is distributed over the existing community in the same manner as the future costs, by the land use demands, an investment, or financial "commitment" (or equity for that matter) per unit can be determined. As an example, each detached dwelling unit has invested about \$1,394 into fire emergency response capital. Table 3-4, following, summarizes the distribution of the \$14,971,489 in replacement costs to the existing residents and business owners (Schedule 3.3 details this distribution).

Table 3-4
Existing Fire Suppression Community
Financial Commitment Comparison Data

DIF Land-use Type	Allocation of Financial Commitment	Asset/Equity Investment Per Unit or Square Foot
Estate Dwelling Units	\$391,804	\$1,394/Unit
Detached Dwelling Units	\$5,039,852	\$1,393/Unit
Attached Dwelling Units	\$3,441,047	\$1,227/Unit
Mobile Home Dwelling Units	\$2,191,676	\$2,525/Unit
Senior Only Units	\$21,110	\$1,759/Unit
Commercial Lodging Units	\$709,349	\$1,169/Unit
Retail/Service/Office Uses	\$2,530,481	\$2.615/S.F.
Industrial/Manufacturing Uses	\$317,695	\$0.244/S.F.
Institutional Uses	\$328,175	\$0.194/S.F.

RECOMMENDED IDEVELOPMENT MPACT FEES

The equity-based costs on Table 3-5 are slightly lower but similar to the minimal-needs based fees as demonstrated in Table 3-4. This indicates that the District has generally been financially able to establish the existing infrastructure in a general proportional manner to the growth of demand as represented by calls-for-service. While Table 3-4 demonstrates a slight dis-proportionality of the current investment as opposed to the demands to be placed on future development, the Minimal Needs-based Impact Costs (Schedule 3.2) is necessary and sufficient to maintain the capabilities of the fire suppression/emergency/paramedic system and would be the most equitable DIF schedule to adopt for the District.

The current community's commitment has been to establish a two-station capability paid for primarily with General Fund Tax receipts. To allow future new residents and businesses to benefit by use of all of the capital needs without contributing additional assets, would be clearly unfair to the existing residents and business owners. Table 3-5, following, summarizes the distribution of the \$14,971,489 in replacement cost to the existing community, (Schedule 3.3 shows it in greater detail).

Estate Residential Dwelling Properties Adjustment. The Carpinteria-Summerland Fire District is experiencing the added demands of particularly large detached dwelling units requiring a response often consisting of four or more engines. A typical detached dwelling unit will require a minimum of three engine response. The six fire fighters from two of the engines would be available for the interior attack while the (at least) three fire fighters from the third engine (or the three engineers) would remain outside of the structure to ensure the safety of the six fire fighters in the interior of the structure maintaining engine pumping management and fire attack planning. Thus it has become necessary to identify a *basic* or maximum size detached dwelling that can be fought properly by a team of six interior attacking fire fighters.

According to the text of Fire Command 1A - Command Principles for Company officers Student Manual, *every fire fighter on scene should be able to supply 80 to 100 gpm.*⁽²⁾ The calculation in Table 3-6 will use 90 gpm as an average. Additionally the cubic feet of a structure (width x depth x height) should be divided by 100, a constant to determine the number of 100 cubic feet increments.⁽³⁾ Thus, three fire fighters would be capable of 270 gallons per minute which covers 27,000 cubic feet divided by twenty feet in average height equals 1,350 square feet of floor space. As a result, the minimum response to a detached dwelling unit, three engines (again, two for interior and one outside), can adequately attack the interior of a 2,700 square foot residence (or less). A 2,700 square foot residential structure, the maximum that can be served by a three engine response team, will thus defined as size of a ***basic detached dwelling unit***. Table 3-5 following, demonstrates this.

Table 3-5
Calculation of Fire-fighting Capacity of a Single Engine
and Identification of a *Basic Detached Dwelling Unit*

Capacity per Fire Fighter Capability (in gallons pumped per minute)	90
Number of Fire Fighters per Responding Engine	3
Gallons per Minute Capability for Three Fire fighters	270
Constant of Cubic Feet Coverage per Gallon Pumped Capability	100
Total Cubic Feet Capability of Three Fire fighters	27,000
Divided by Building Height (average twenty feet)	20
Building Square Feet Capability per Responding Engine	1,350
Engines Attacking Interior of <i>Basic Detached Dwelling Unit</i>	3
Square Foot Size of <i>Basic Detached Dwelling Unit</i>	2,700

Table 3-6 identifies the number of engines required to respond to the various sized *Detached Dwelling* units. Larger dwelling units require a greater (company) fire suppression response.

Table 3-6
Required Response by Size
of Detached Dwelling Unit

Detached Dwelling Residence Sizes	Engine Response	Home in Square Feet
Basic Detached Dwelling Unit, 2,700 S.F. or Smaller	3	2,700
Basic Detached Dwelling Unit, 2,701 S.F. to 4,050 S.F.	4	4,050
Basic Detached Dwelling Unit, 4,051 S.F. to 5,400 S.F.	5	5,400
Basic Detached Dwelling Unit, 5,401 S.F. to 6,750 S.F.	6	6,750

The development impact fee that supports a three engine response team is \$1,796 and thus a single additional engine response would be an additional \$599, divided by 1,350 square feet results in an additional amount of \$0.444 per square foot. *This amount of \$0.444 per square foot should also be applied to home expansions over 2,700 square feet.*

Application of Development Impact Fees on Greenhouse Construction. An adjustment is required on the application of the Fire Suppression Facilities, Vehicles and Equipment DIF schedule on the construction of greenhouse-related uses. Typically a greenhouse would be considered an industrial use.

Based upon a previous study of greenhouses, the Carpinteria-Summerland Fire District staff indicated that approximately 10% of the total greenhouse space requirements would likely be accessory buildings similar in construction and call-for-service demand as typical industrial buildings. Accessory buildings generally are buildings where product packing and shipping occurs and may include some physical plant infrastructure such as pumps, ventilation equipment and the like. This assumption has been included for future greenhouse construction also. The back-up states (sic.) that the "Greenhouse Study approval of 2.7 million sq. ft. times the accessory building factor 10 percent equals 270,000 sq. ft. Mitigation fee is applied to accessory buildings".

Such structures are also considered temporary uses, taken down when the property values increases to such a point that final residential dwellings or business-related development occurs. The same holds true for any parcel currently used as agricultural or grazing land. These are quite often, temporary uses.

In order to foster temporary greenhouse DIF application fairness, the report indicated that the fee should be imposed upon a 10% portion of the total proposed greenhouse square feet and the accessory building square feet. If this were not the case, there would be circumstances where someone plans on constructing only greenhouse and would not have an impact fee imposed and someone who plans on constructing only an accessory building and would pay a full impact fee on the proposed square footage. The calculated DIF schedule is intended to apply the impact fee on the construction of accessory buildings as well as actual greenhouse construction. The proper application of the impact fees upon greenhouse is recommended as follows:

Impact Fee Upon the Construction of Greenhouse Construction. Full application of the \$0.425 per square foot fee for industrial land uses but only a limited 10% of the total square footage of the sum of actual greenhouse square foot and accessory building square foot construction. Construction of any commercial building intended for the sales of the products of a greenhouse operation would be imposed at the \$3.461 per square foot Retail/Service/Office land-use rate.

The following table is an example of the construction of a greenhouse expansion. The example consists of the construction of 450,000 square feet of greenhouse, 50,000 square feet of accessory building and a 500 square foot retail sales building. The table 3-7 calculation indicates:

Table 3-7
Example of Greenhouse Construction Project

	Industrial	Commercial	Total
Retail Sales Building Square Feet	0	500	500
Accessory Building Square Feet	50,000	0	50,000
Greenhouse Structures Square Feet	450,000	0	450,000
Total Square Feet	500,000	500	500,500
Development Impact Fee/Square Foot	\$0.425	\$3.461	
Full Development Impact Fee	\$212,500	\$1,731	\$214,231
Percent to Be Imposed	10%	100%	
Calculated Development Impact Fee	\$21,250	\$1,731	\$22,981

Should any former greenhouse or greenhouse-related accessory building that has had this DIF schedule imposed and indeed paid the 10% of DIF schedule rate cycle around to a more final use such as residential construction, they would receive a credit of the 10% Greenhouse DIF schedule against the new development DIF calculation in the amount that paid for the greenhouse, accessory building and commercial structures. The owner would have the responsibility to maintain DIF payment records (i.e. the DIF payment receipt).

RECOMMENDED IMPACT FEES

1. Adopt Schedule 3.2, the Minimal Needs-based Development Impact Costs.
 2. The District should also adopt the \$0.444/square foot development impact fee to be imposed on any new Estate Detached Dwelling construction (over 2,700 square feet) or on the expansion of any existing detached dwelling over the basic detached dwelling of 2,700 square feet of floor space, per Schedules 3.2.
 3. Maintain the application of the 10% Industrial DIF rate upon the construction of greenhouse and greenhouse accessory buildings. Greenhouse retail structures would have the Minimal Needs-based Commercial/Service/office rate applied.
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CHAPTER ENDNOTES

1. National Fire Incident Reporting System, NFIRS.
 2. California Fire Service Training and Education System, Second Edition, April 1995. Accredited by the Office of the Stet Fire Marshall, page SM23.2. Published by the Stet Fire Training, Sacramento, California 92853-2034
 3. Ibid, page SN23.1
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End of Chapter

Schedule 3.1

Carpinteria-Summerland Fire District
2016-17 Development Impact Fee Calculation
Allocation of Project Cost Estimates
Fire Suppression Facilities, Vehicles & Equipment

			Construction Needs Supported by Other Resources		Infrastructure Needs Increased Development Within the District Area	
Line #	Project Title	Estimated Cost	Percent Need	Apportioned Dollar Cost	Percent Need	Apportioned Dollar Cost
FD-001	Expand Southerly Station #1 (Carpinteria)	\$1,941,370	82.20%	\$1,595,806	17.80%	\$345,564
FD-002	Relocate Northerly Station #2 (Summerland)	\$5,016,440	50.00%	\$2,508,220	50.00%	\$2,508,220
FD-003	Construct an Administrative Office	\$2,776,180	82.20%	\$2,282,020	17.80%	\$494,160
FD-004	Construct an Emergency Operations Center (EOC)	\$972,530	82.20%	\$799,420	17.80%	\$173,110
FD-005	Construct a Training Tower/Drafting Pit	\$1,748,670	82.20%	\$1,437,407	17.80%	\$311,263
FD-006	Acquire a Type I Engine with Aerial Telesquirt Capacity	\$875,000	82.20%	\$719,250	17.80%	\$155,750
FD-007	Acquire a Type III Engine	\$372,000	50.00%	\$186,000	50.00%	\$186,000
FD-008	Acquire a Multi-use Incident Support Vehicle	\$475,000	82.20%	\$390,450	17.80%	\$84,550
FD-009	Improve the Patrol/Brush Inspection Vehicle	\$24,000	82.20%	\$19,728	17.80%	\$4,272
Sub-Total General Plan Total New Project Costs		\$14,201,190	69.98%	\$9,938,301	30.02%	\$4,262,890
LESS:						
Development Impact Fee Fund Balance		\$171,169	100.00%	\$171,169	0.00%	\$0
Sale of Land - Station #2		\$2,000,000	100.00%	\$2,000,000	0.00%	\$0
Other Dedicated Financial Resources		\$0	100.00%	\$0	0.00%	\$0
Sub-Total Off-Setting Revenues		\$2,171,169	100.00%	\$2,171,169	0.00%	\$0
Total Net District Project Costs		\$12,030,021	64.56%	\$7,767,132	35.44%	\$4,262,890
			Forward to Schedule 3.2			

NOTES:

1. Costs distribution based upon the Fire Department "Calls-for-Service" statistics.

Schedule 3.2

Carpinteria-Summerland Fire District
2016-17 Development Impact Fee Calculation
Minimal Needs-based Impact Costs
Fire Suppression Facilities, Vehicles & Equipment

Proposed Land Use	Potential Development		Call Generation Rate	Anticipated New Calls for Service	Percentage of Additional Service Calls	Allocation of Expansion Costs	Cost Distribution Per Acre	Average Units or Square Feet/Acre	Development Impact Fee per Unit or Square Foot
	Acres	Units							
Estate Dwelling Units	1,403.87	147	0.132	19	6.19%	\$263,827	\$188	0.10	\$1,796 per Unit
Detached Dwelling Units	2,857.01	1,219	0.132	161	52.44%	\$2,235,587	\$782	0.43	\$1,833 per Unit
Attached Dwelling Units	41.79	131	0.116	15	4.89%	\$208,285	\$4,984	3.13	\$1,589 per Unit
Mobile Home Dwellings	12.00	102	0.238	24	7.82%	\$333,255	\$27,771	8.50	\$3,266 per Unit
Senior Assisted Units	2.92	73	0.167	12	3.91%	\$166,628	\$57,064	25.00	\$2,282 per Unit
Commercial Lodging Units	5.40	162	0.110	18	5.86%	\$249,941	\$46,285	30.00	\$1,543 per Unit
Retail/Service/Office Uses	11.28	196,585	0.247	49	15.96%	\$680,396	\$60,306	17,424	\$3.461 per S.F.
Industrial/Manufacturing Uses	12.00	65,340	0.023	2	0.65%	\$27,771	\$2,314	5,445	\$0.425 per S.F.
Institutional Uses (SF)	219.69	398,574	0.018	7	2.28%	\$97,199	\$442	1,814	\$0.244 per S.F.
TOTAL	4,346.27	--	--	307	100.00%	\$4,262,890	Total Infrastructure Master Plan Capital Needs		

Schedule 3.3

Carpinteria-Summerland Fire District
2016-17 Development Impact Fee Calculation
Existing Community Financial Commitment Comparison
Fire Suppression Facilities, Vehicles & Equipment

Proposed Land Use	Existing Development		Call Generation Rate	Existing Calls for Service	Percentage of Existing Service Calls	Allocation of Infrastructure "Equity"	Distribution of "Equity" per Acre	Average Units or Square Feet/Acre	Current Financial Commitment per Unit or Square Foot
	Acres	Units							
Estate Dwelling Units	1,403.87	281	0.132	37	2.62%	\$391,804	\$279	0.20	\$1,394 per Unit
Detached Dwelling Units	2,572.14	3,619	0.132	476	33.66%	\$5,039,852	\$1,959	1.41	\$1,393 per Unit
Attached Dwelling Units	332.72	2,805	0.116	325	22.98%	\$3,441,047	\$10,342	8.43	\$1,227 per Unit
Mobile Home Dwellings	100.33	868	0.238	207	14.64%	\$2,191,676	\$21,844	8.65	\$2,525 per Unit
Senior Assisted Units	0.66	12	0.167	2	0.14%	\$21,110	\$31,985	18.18	\$1,759 per Unit
Commercial Lodging Units	17.00	607	0.110	67	4.74%	\$709,349	\$41,726	35.71	\$1,169 per Unit
Retail/Service/Office Uses	156.80	967,771	0.247	239	16.90%	\$2,530,481	\$16,138	6,172	\$2,615 per S.F.
Industrial/Manufacturing Uses	208.00	1,300,000	0.023	30	2.12%	\$317,695	\$1,527	6,250	\$0.244 per S.F.
Institutional Uses (SF)	139.50	1,693,395	0.018	31	2.19%	\$328,175	\$2,353	12,139	\$0.194 per S.F.
TOTAL	4,791.52	--	--	1,414	100.00%	\$14,971,489 Total Infrastructure Master Plan Assets			

Estate Dwelling Units	281	37	0.132
Detached Dwelling Units	3,619	476	0.132
Total	3,900	513	0.132

\$10,934,050 in Fire Suppression Facilities Assets
\$3,220,300 in Fire Suppression Vehicles Assets
\$206,520 in Electronic/Computer/Radio Equipment
\$103,150 in Office/Station Furnishings
\$97,130 in Specialty Unit Specialty Equipment Assets
\$65,170 in USAR Specialty Equipment Assets
\$174,000 in Miscellaneous Supplies/Consumable Equipment
\$171,169 in Fire Suppression DIF Fund Balance

Appendix A

Summary of Recommendations

RECOMMENDED IMPACT FEES

1. Adopt Schedule 3.2 the Minimal Needs-based Development Impact Costs for development within the District.
2. Adopt the \$0.444 per square foot development impact fee to be imposed on any new Estate Detached Dwelling or Detached Dwelling construction (over 2,700 square feet) or on the expansion of any existing detached dwelling (estate or otherwise) over the basic detached dwelling of 2,700 square feet of floor space, per Schedules 3.2.
3. Continued to apply the Industrial DIF rate upon the construction of greenhouse and greenhouse accessory buildings at an amount of 10% of the structures size. Continue to apply the full *Minimal Needs-based* Commercial/Service/Office DIF schedule on Greenhouse retail structures.

Appendix B

Expanded Land-use Database

Appendix B
Expanded Land-use Database
Carpinteria-Summerland Fire District

LUDA-1

A. Total Land-Use Database	Existing Development		Potential Development		Total General Plan Build-out	
	Acres	# of Units/S.F.	Acres	# of Units/S.F.	Acres	# of Units/S.F.
Estate Dwelling Units	1,471.04	281	1,403.87	147	2,874.91	428
Detached Dwelling Units	2,572.14	3,619	2,857.01	1,219	5,429.15	4,838
Attached Dwelling Units	332.72	2,805	41.79	131	374.51	2,936
Mobile Home Dwellings	100.33	868	12.00	102	112.33	970
Senior Assisted Units	0.66	12	2.92	73	3.58	85
Commercial Lodging Units	17.00	607	5.40	162	22.40	769
Retail/Service/Office Uses (SF)	156.80	967,771	11.28	196,585	168.08	1,164,356
Industrial/Manufacturing Uses (SF)	208.00	1,300,000	12.00	65,340	220.00	1,365,340
Institutional Uses (SF)	139.50	1,693,395	219.69	398,574	359.19	2,091,969
Total - Distric Limits	4,998.19		4,565.96		9,564.15	
Private Residences	4,476.89	7,585	4,317.59	1,672	8,794.48	9,257
Commercial Lodging Rooms	17.00	607	5.40	162	22.40	769
Business Square Feet	504.30	3,961,166	242.97	660,499	747.27	4,621,665

B. Land-use Database within the City of Carpinteria	Existing Development		Potential Development		Total General Plan Build-out	
	Acres	# of Units	Acres	# of Units	Acres	# of Units
Estate Dwelling Units	44.00	88	1.00	1	45.00	89
Detached Dwelling Units	344.30	2,107	1.47	9	345.77	2,116
Attached Dwelling Units	293.90	2,514	13.79	118	307.69	2,632
Mobile Home Dwellings	99.76	848	12.00	102	111.76	950
Senior Assisted Units	0.66	12	2.92	73	3.58	85
Commercial Lodging Units	17.00	607	5.40	162	22.40	769
Retail/Service/Office Uses (SF)	156.80	967,771	11.28	196,585	168.08	1,164,356
Industrial/Manufacturing Uses (SF)	208.00	1,300,000	1.00	17,424	209.00	1,317,424
Institutional Uses (SF)	106.50	1,623,699	1.00	15,246	107.50	
Sub-total - City of Carpinteria	1,270.92		49.86		1,320.79	

C Land-use Database within the Unincorporated Areas (D, E & F)	Existing Development		Potential Development		Total General Plan Build-out	
	Acres	# of Units	Acres	# of Units	Acres	# of Units
Estate Dwelling Units	1,427.04	193	1,402.87	146	2,829.91	339
Detached Dwelling Units	2,227.84	1,512	2,855.54	1,210	5,083.38	2,722
Attached Dwelling Units	38.82	291	28.00	13	66.82	304
Mobile Home Dwellings	0.57	20	0.00	0	0.57	20
Senior Assisted Units	0.00	0	0.00	0	0.00	0
Commercial Lodging Units	0.00	0	0.00	0	0.00	0
Retail/Service/Office Uses (SF)	0.00	0	0.00	0	0.00	0
Industrial/Manufacturing Uses (SF)	0.00	0	11.00	47,916	11.00	47,916
Institutional Uses (SF)	33.00	69,696	218.69	383,328	251.69	453,024
Sub-total - City of Carpinteria	3,727.27		4,516.10		8,243.37	45,533

Appendix B
Expanded Land-use Database
Carpinteria-Summerland Fire District

LUDB-2

D. Land-use Database within the Summerland Community Plan	Existing Development		Potential Development		Total General Plan Build-out	
	Acres	# of Units	Acres	# of Units	Acres	# of Units
Estate Dwelling Units	312.14	54	287.87	78	600.01	132
Detached Dwelling Units	475.54	575	819.54	631	1,295.08	1,206
Attached Dwelling Units	2.52	10	0.00	0	2.52	10
Mobile Home Dwellings	0.27	10	0.00	0	0.27	10
Senior Assisted Units	0.00	0	0.00	0	0.00	0
Commercial Lodging Units	0.00	0	0.00	0	0.00	0
Retail/Service/Office Uses (SF)	0.00	0	0.00	0	0.00	0
Industrial/Manufacturing Uses (SF)	0.00	0	0.00	0	0.00	0
Institutional Uses (SF)	0.00	0	156.69	243,936	0.00	0
Sub-total - Summerland CP	790.47		1,264.10		1,897.88	

E. Land-use Database within the Toro Canyon Community Plan	Existing Development		Potential Development		Total General Plan Build-out	
	Acres	# of Units	Acres	# of Units	Acres	# of Units
Estate Dwelling Units	827.00	87	827.00	40	1,654.00	127
Detached Dwelling Units	1,285.00	564	1,569.00	226	2,854.00	790
Attached Dwelling Units	36.00	275	28.00	13	64.00	288
Mobile Home Dwellings	0.00	0	0.00	0	0.00	0
Senior Assisted Units	0.00	0	0.00	0	0.00	0
Commercial Lodging Units	0.00	0	0.00	0	0.00	0
Retail/Service/Office Uses (SF)	0.00	0	0.00	0	0.00	0
Industrial/Manufacturing Uses (SF)	0.00	0	11.00	47,916	11.00	47,916
Institutional Uses (SF)	33.00	69,696	62.00	139,392	95.00	209,088
Sub-total - Toro Canyon CP	2,181.00		2,497.00		4,678.00	

F. Land-use Database Outside of Any Community Plan	Existing Development		Potential Development		Total General Plan Build-out	
	Acres	# of Units	Acres	# of Units	Acres	# of Units
Estate Dwelling Units	287.90	52	288.00	28	575.90	80
Detached Dwelling Units	467.30	373	467.00	353	934.30	726
Attached Dwelling Units	0.30	6	0.00	0	0.30	6
Mobile Home Dwellings	0.30	10	0.00	0	0.30	10
Senior Assisted Units	0.00	0	0.00	0	0.00	0
Commercial Lodging Units	0.00	0	0.00	0	0.00	0
Retail/Service/Office Uses (SF)	0.00	0	0.00	0	0.00	0
Industrial/Manufacturing Uses (SF)	0.00	0	0.00	0	0.00	0
Institutional Uses (SF)	0.00	0	0.00	0	0.00	0
Sub-total - Other	755.80		755.00		1,510.80	

Appendix C

Master Facilities Plan

Carpinteria-Summerland Fire District
Master Facilities Plan
Summary of project Costs

		Fiscal Year 2016-17	Fiscal Year 2017-18	Fiscal Year 2018-19	Fiscal Year 2019-20	General Plan Build-out	Total Cost
FD-001	Expand Southerly Station #1 (Carpinteria)	\$0	\$0	\$0	\$0	\$1,941,370	\$1,941,370
FD-002	Relocate Northerly Station #2 (Summerland)	\$0	\$0	\$0	\$0	\$5,016,440	\$5,016,440
FD-003	Construct an Administrative Office	\$0	\$0	\$0	\$0	\$2,776,180	\$2,776,180
FD-004	Construct an Emergency Operations Center (EOC)	\$0	\$0	\$0	\$0	\$972,530	\$972,530
FD-005	Construct a Training Tower/Drafting Pit	\$0	\$0	\$0	\$0	\$1,748,670	\$1,748,670
FD-006	Acquire a Type I Engine with Aerial Telesquirt Cap	\$0	\$0	\$0	\$0	\$875,000	\$875,000
FD-007	Acquire a Type III Engine	\$0	\$0	\$0	\$0	\$372,000	\$372,000
FD-008	Acquire a Multi-use Incident Support Vehicle	\$0	\$0	\$0	\$0	\$475,000	\$475,000
FD-009	Improve the Patrol/Brush Inspection Vehicle	\$0	\$0	\$0	\$0	\$24,000	\$24,000
	Total Cost	\$0	\$0	\$0	\$0	\$14,201,190	\$14,201,190

Carpinteria-Summerland Fire District Master Facilities Plan Project Detail

Project Title: Expand Southerly Station #1 (Carpinteria)	Infrastructure: Fire Suppression/Medic Services
Submitting Department: Administration	Project Number: FD-001

Project Description:

Expand the existing 9,744 square foot facility with an additional 2,784 square feet of bay/living quarters. The expansion would consist of a 1,392 square foot one bay-wide by two vehicle deep configuration and thus be able to house two additional major-sized response vehicles. There would also be 1,392 square feet of living quarters constructed over the added bay that would create greater individual privacy. There are no current plans to relocate this station.

NOTE: The order in which the proposed improvements are listed on this schedule does not necessarily reflect the order in which the facilities will be constructed or equipment will be acquired.

Justification/Requirement for Project:

This station will continue to be the main facility in the southerly area of the District. Current projections reflect the need to house additional emergency equipment due to increased calls-for-service.

Reference Document:

District management staff capital facilities planning. The District has a "Standards of Coverage" study in progress.

Project Timing:

The timing and scheduling of capital construction or capital outlay acquisition described herein, was not included in the scope of this engagement, thus all project costs default to the "Build-out" column.

Proposed Expenditures	2016-17	2017-18	2018-19	2019-20	2020-21 to 2036-37	Total Cost
Design/Engineering/Admin.	\$0	\$0	\$0	\$0	\$241,160	\$241,160
Land Acquisition/R.O.W.	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$0	\$0	\$0	\$1,461,600	\$1,461,600
Contingency	\$0	\$0	\$0	\$0	\$92,450	\$92,450
Equipment/Other	\$0	\$0	\$0	\$0	\$146,160	\$146,160
Total Cost	\$0	\$0	\$0	\$0	\$1,941,370	\$1,941,370

Carpinteria-Summerland Fire District Master Facilities Plan Project Detail

Project Title: Relocate Northerly Station #2 (Summerland)	Infrastructure: Fire Suppression/Medic Services
Submitting Department: Administration	Project Number: FD-002

Project Description:

Relocate the existing Station #2 to a larger a larger parcel and construct a two bay-wide by vehicles-deep. The bays would require 2,764 square feet leaving 992 square feet for mechanical/storage needs and 2,110 for living quarters. The shifting nature and direction of future development is also a factor in causing the need to relocate this station.

NOTE: The order in which the proposed improvements are listed on this schedule does not necessarily reflect the order in which the facilities will be constructed or equipment will be acquired.

Justification/Requirement for Project:

Initially, the existing parcel has limited time as CALTRANS will require the parcel for any planned widening of SR-101 through the area. Rehabilitation of the aged structure is not an option as the structure would remain earthquake non-compliant and the ceiling is too low to be able to house any of the more modern fire response vehicles. The facility provides fire protection and emergency point of contact for the township of Summerland and more westerly portions of the District. Future projects indicate a need to house additional fire response equipment and increased staffing levels. Hopefully other District facility needs can be accommodated at the same time (See FD-003, FD-004 and FD-005).

Reference Document:

District management staff capital facilities planning. The District has a "Standards of Coverage" study in progress.

Project Timing:

The timing and scheduling of capital construction or capital outlay acquisition described herein, was not included in the scope of this engagement, thus all project costs default to the "Build-out" column.

Proposed Expenditures	2016-17	2017-18	2018-19	2019-20	2020-21 to 2036-37	Total Cost
Design/Engineering/Admin.	\$0	\$0	\$0	\$0	\$528,490	\$528,490
Land Acquisition/R.O.W.	\$0	\$0	\$0	\$0	\$769,910	\$769,910
Construction	\$0	\$0	\$0	\$0	\$3,215,280	\$3,215,280
Contingency	\$0	\$0	\$0	\$0	\$194,790	\$194,790
Equipment/Other	\$0	\$0	\$0	\$0	\$307,970	\$307,970
<i>Total Cost</i>	\$0	\$0	\$0	\$0	\$5,016,440	\$5,016,440

Carpinteria-Summerland Fire District Master Facilities Plan Project Detail

<i>Project Title:</i> Construct an Administrative Office	<i>Infrastructure:</i> Fire Suppression/Medic Services
<i>Submitting Department:</i> Administration	<i>Project Number:</i> FD-003

Project Description:

Acquire land for, design and construct approximately 4,000 square feet of administrative office space for staff, management and incident records keeping, the fire marshal and plan check and inspection staff. Hopefully the EOC identified in FD-004 will also come to fruition as it includes an approximately 1,200 square foot EOC facility that could be used for staff training if constructed contiguous to the administrative building.

NOTE: The order in which the proposed improvements are listed on this schedule does not necessarily reflect the order in which the facilities will be constructed or equipment will be acquired.

Justification/Requirement for Project:

The district administrative and technical staff is currently working out of leased facilities having moved out of the limited Station #1 office making that facility strictly a fire suppression/paramedic response structure. This action created additional living capacity for the existing fire fighters/paramedics. The relocation of the second station would allow for master planning of the remaining required support district facilities (FD-003, FD-004 and Fd-005) at a single location thus allowing for maximum management capability and cross uses.

Reference Document:

District management staff capital facilities planning. The District has a "Standards of Coverage" study in progress.

Project Timing:

The timing and scheduling of capital construction or capital outlay acquisition described herein, was not included in the scope of this engagement, thus all project costs default to the "Build-out" column.

Proposed Expenditures	2016-17	2017-18	2018-19	2019-20	2020-21 to 2036-37	Total Cost
<i>Design/Engineering/Admin.</i>	\$0	\$0	\$0	\$0	\$293,300	\$293,300
<i>Land Acquisition/R.O.W.</i>	\$0	\$0	\$0	\$0	\$420,000	\$420,000
<i>Construction</i>	\$0	\$0	\$0	\$0	\$1,785,350	\$1,785,350
<i>Contingency</i>	\$0	\$0	\$0	\$0	\$107,530	\$107,530
<i>Equipment/Other</i>	\$0	\$0	\$0	\$0	\$170,000	\$170,000
<i>Total Cost</i>	\$0	\$0	\$0	\$0	\$2,776,180	\$2,776,180

**Carpinteria-Summerland Fire District
Master Facilities Plan Project Detail**

Project Title: Construct an Emergency Operations Center (EOC)	Infrastructure: Fire Suppression/Medic Services
Submitting Department: Administration	Project Number: FD-004

Project Description:

Acquire a half an acre for, design and construct approximately 1,200 square feet of Emergency Operations Center (EOC) space. The facility would consist of a 30' by 40' room to be outfitted with emergency communications equipment, maps, and incident emergency plans. There would also be a small general storage room of approximately 300 square feet. The space, when not used for district purposes, including Board meetings, could be made available to the nearby public for small group meetings.

NOTE: The order in which the proposed improvements are listed on this schedule does not necessarily reflect the order in which the facilities will be constructed or equipment will be acquired.

Justification/Requirement for Project:

The District does not currently have a fully designed and dedicated Emergency operations Center (EOC). As the District continues towards City/County general Plan Build-out, such a facility increases in importance. Given the high potential for localized seismic activity (including landslides) routine wild land fires and required coverage of the District's segment of SR-101 (large chain vehicle accidents, fuel/toxic spills), such a facility is imperative.

Reference Document:

District management staff capital facilities planning. The District has a "Standards of Coverage" study in progress.

Project Timing:

The timing and scheduling of capital construction or capital outlay acquisition described herein, was not included in the scope of this engagement, thus all project costs default to the "Build-out" column.

Proposed Expenditures	2016-17	2017-18	2018-19	2019-20	2020-21 to 2036-37	Total Cost
<i>Design/Engineering/Admin.</i>	\$0	\$0	\$0	\$0	\$105,470	\$105,470
<i>Land Acquisition/R.O.W.</i>	\$0	\$0	\$0	\$0	\$126,000	\$126,000
<i>Construction</i>	\$0	\$0	\$0	\$0	\$643,110	\$643,110
<i>Contingency</i>	\$0	\$0	\$0	\$0	\$37,950	\$37,950
<i>Equipment/Other</i>	\$0	\$0	\$0	\$0	\$60,000	\$60,000
Total Cost	\$0	\$0	\$0	\$0	\$972,530	\$972,530

Carpinteria-Summerland Fire District Master Facilities Plan Project Detail

Project Title: Construct a Training Tower/Drafting Pit	Infrastructure: Fire Suppression/Medic Services
Submitting Department: Administration	Project Number: FD-005

Project Description:

Acquire an acre for and construct a training facility over a period of time. No specific or optimum location has been determined at this time, but it is hoped that a site contiguous to the proposed relocation of Station #2 would be available. The main feature of a training facility would be a multi-story training tower for hands-on manipulated training. Ultimate improvements would include a drafting pit, pipe trench and other numerous situation devices or props including potential aircraft response (assuming an aircraft can is donated). As an alternative, the District could use this amounts towards a training facility co-owned (via a join use agreement) with a contiguous or nearby fire district/department.

NOTE: The order in which the proposed improvements are listed on this schedule does not necessarily reflect the order in which the facilities will be constructed or equipment will be acquired.

Justification/Requirement for Project:

Additional development within the area will create additional calls-for-service some of which will involve over-height and over-width structures. The addition of numerous over-height and over-wide buildings (joining the existing stock) require the addition of a hydraulic lift/pumper response vehicle.

Reference Document:

District management staff capital equipment planning. The District has a "Standards of Coverage" study in progress.

Project Timing:

The timing and scheduling of capital construction or capital outlay acquisition described herein, was not included in the scope of this engagement, thus all project costs default to the "Build-out" column.

Proposed Expenditures	2016-17	2017-18	2018-19	2019-20	2020-21 to 2036-37	Total Cost
Design/Engineering/Admin.	\$0	\$0	\$0	\$0	\$119,150	\$119,150
Land Acquisition/R.O.W.	\$0	\$0	\$0	\$0	\$800,420	\$800,420
Construction	\$0	\$0	\$0	\$0	\$739,310	\$739,310
Contingency	\$0	\$0	\$0	\$0	\$34,790	\$34,790
Equipment/Other	\$0	\$0	\$0	\$0	\$55,000	\$55,000
Total Cost	\$0	\$0	\$0	\$0	\$1,748,670	\$1,748,670

Carpinteria-Summerland Fire District Master Facilities Plan Project Detail

<i>Project Title:</i> Acquire a Type I Engine with Aerial Telesquirt Capacity	<i>Infrastructure:</i> Fire Suppression/Medic Services
<i>Submitting Department:</i> Administration	<i>Project Number:</i> FD-006

Project Description:
Acquire a combined engine/aerial response vehicle. In addition to basic Type I engine capabilities, the response engine with hydraulic lift and aerial stream (Telesquirt) capability.

NOTE: The order in which the proposed improvements are listed on this schedule does not necessarily reflect the order in which the facilities will be constructed or equipment will be acquired.

Justification/Requirement for Project:
Additional development within the area will create additional calls-for-service some of which will involve over-height and over-width structures. The addition of numerous over-height and over-wide buildings (joining the existing stock) require the addition of a hydraulic lift/pumper response vehicle.

Reference Document:
District management staff capital facilities planning. The District has a "Standards of Coverage" study in progress.

Project Timing:
The timing and scheduling of capital construction or capital outlay acquisition described herein, was not included in the scope of this engagement, thus all project costs default to the "Build-out" column.

Proposed Expenditures	2016-17	2017-18	2018-19	2019-20	2020-21 to 2036-37	Total Cost
<i>Design/Engineering/Admin.</i>	\$0	\$0	\$0	\$0	\$0	\$0
<i>Land Acquisition/R.O.W.</i>	\$0	\$0	\$0	\$0	\$0	\$0
<i>Construction</i>	\$0	\$0	\$0	\$0	\$0	\$0
<i>Contingency</i>	\$0	\$0	\$0	\$0	\$0	\$0
<i>Equipment/Other</i>	\$0	\$0	\$0	\$0	\$875,000	\$875,000
<i>Total Cost</i>	\$0	\$0	\$0	\$0	\$875,000	\$875,000

Carpinteria-Summerland Fire District Master Facilities Plan Project Detail

<i>Project Title:</i> Acquire a Type III Engine	<i>Infrastructure:</i> Fire Suppression/Medic Services
<i>Submitting Department:</i> Administration	<i>Project Number:</i> FD-007

Project Description:

Acquire a type III fire engine. The vehicle would be assigned to the proposed relocated/expanded Station #2. The Type III engine is a smaller and lighter and can more easily, access unimproved roads and attack small fires in wild-land interface areas quickly. Emergency response vehicle inventory at both the northerly and southerly stations would include a front-line Type I engine or a Type I with telesquirt capability and a Type III engine.

NOTE: The order in which the proposed improvements are listed on this schedule does not necessarily reflect the order in which the facilities will be constructed or equipment will be acquired.

Justification/Requirement for Project:

Residential dwellings will continue to be constructed closer to wild-land interface areas. The District will need to be able to respond to wild land fires quickly to extinguish fire before they expand into developed areas.

Reference Document:

District management staff capital facilities planning. The District has a "Standards of Coverage" study in progress.

Project Timing:

The timing and scheduling of capital construction or capital outlay acquisition described herein, was not included in the scope of this engagement, thus all project costs default to the "Build-out" column.

Proposed Expenditures	2016-17	2017-18	2018-19	2019-20	2020-21 to 2036-37	Total Cost
<i>Design/Engineering/Admin.</i>	\$0	\$0	\$0	\$0	\$0	\$0
<i>Land Acquisition/R.O.W.</i>	\$0	\$0	\$0	\$0	\$0	\$0
<i>Construction</i>	\$0	\$0	\$0	\$0	\$0	\$0
<i>Contingency</i>	\$0	\$0	\$0	\$0	\$0	\$0
<i>Equipment/Other</i>	\$0	\$0	\$0	\$0	\$372,000	\$372,000
<i>Total Cost</i>	\$0	\$0	\$0	\$0	\$372,000	\$372,000

Carpinteria-Summerland Fire District Master Facilities Plan Project Detail

Project Title: Acquire a Multi-use Incident Support Vehicle	Infrastructure: Fire Suppression/Medic Services
Submitting Department: Administration	Project Number: FD-008

Project Description:

Acquire an incident operations support vehicle. The vehicle's primary purpose would be as a communications center with capacity to combine the communications needs of several cooperating public safety agencies. Collateral use would include rapid S.C.B.A air bottle filling capability along with aimable high intensity lighting. Additional uses would include a rolling canteen for long term incidents.

Residential dwellings will continue to be constructed closer to wild land interface areas. The District will need to be able to respond to wild land fires quickly to extinguish fire before they expand into developed areas.

Justification/Requirement for Project:

The vehicle is necessary for long-term incidents.

Reference Document:

District management staff capital facilities planning. The District has a "Standards of Coverage" study in progress.

Project Timing:

The timing and scheduling of capital construction or capital outlay acquisition described herein, was not included in the scope of this engagement, thus all project costs default to the "Build-out" column.

Proposed Expenditures	2016-17	2017-18	2018-19	2019-20	2020-21 to 2036-37	Total Cost
Design/Engineering/Admin.	\$0	\$0	\$0	\$0	\$0	\$0
Land Acquisition/R.O.W.	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$0	\$0	\$0	\$0	\$0
Contingency	\$0	\$0	\$0	\$0	\$0	\$0
Equipment/Other	\$0	\$0	\$0	\$0	\$475,000	\$475,000
Total Cost	\$0	\$0	\$0	\$0	\$475,000	\$475,000

Carpinteria-Summerland Fire District Master Facilities Plan Project Detail

<i>Project Title:</i> Improve the Patrol/Brush Inspection Vehicle	<i>Infrastructure:</i> Fire Suppression/Medic Services
<i>Submitting Department:</i> Administration	<i>Project Number:</i> FD-009

Project Description:

The improvement consists of adding a 100 gallon tank and pump system to the existing stake bed inspection utility truck used by the wild-land patrol/brush inspector.

Residential dwellings will continue to be constructed closer to wild-land interface areas. The District will need to be able to respond to wild land fires quickly to extinguish fire before they expand into developed areas.

Justification/Requirement for Project:

The existing vehicle is used for inspecting wild land areas for enforcement of brush removing requirements. The officer in charge of this responsibility travels through wild land interface areas and would afford a more immediate fire response capability when this officer is in the field.

Reference Document:

District management staff capital facilities planning. The District has a "Standards of Coverage" study in progress.

Project Timing:

The timing and scheduling of capital construction or capital outlay acquisition described herein, was not included in the scope of this engagement, thus all project costs default to the "Build-out" column.

Proposed Expenditures	2016-17	2017-18	2018-19	2019-20	2020-21 to 2036-37	Total Cost
<i>Design/Engineering/Admin.</i>	\$0	\$0	\$0	\$0	\$0	\$0
<i>Land Acquisition/R.O.W.</i>	\$0	\$0	\$0	\$0	\$0	\$0
<i>Construction</i>	\$0	\$0	\$0	\$0	\$0	\$0
<i>Contingency</i>	\$0	\$0	\$0	\$0	\$0	\$0
<i>Equipment/Other</i>	\$0	\$0	\$0	\$0	\$24,000	\$24,000
<i>Total Cost</i>	\$0	\$0	\$0	\$0	\$24,000	\$24,000

End of Report



City of Carpinteria

COUNCIL AGENDA STAFF REPORT September 12, 2016

ITEM FOR COUNCIL CONSIDERATION

Annual Review and Update of the City's Development Impact Fee Program and Capital Improvement Plan.

STAFF RECOMMENDATION

Action Item X ; Non-Action Item

Adopt Resolution No. 5682, Updating the City's Capital Improvement Plan and Approving and Accepting the Annual Report on the City's Development Impact Fee Program.

Motion: I move to adopt Resolution No. 5682, as read by title only.

BACKGROUND

To offset the demands on public facilities generated by new development, the City of Carpinteria has established a Development Mitigation Fee Program and collects eleven categories of Development Impact Fees (DIFs). Public improvement projects, known as Capital Projects, that have been determined to be necessary to respond to the demands placed on public facilities by development are included in the City's Capital Improvement Plan. The amount of each Development Impact Fee is based on a determination made in a study¹ of the portion of Capital Improvement Plan costs, i.e., the "fair share", attributable to new development projects. The fees are collected under the authority of the California Mitigation Fee Act, Government Code Section 66000.

The Mitigation Fee Act requires implementing agencies follow certain reporting and accounting requirements. The City's DIF program is established in the City's Municipal Code (Sections 15.80.110 and 15.80.160). Each year the City prepares an Annual Report on the Development Mitigation Fee Program, including making any requisite

¹ 2003 Development Impact Fee Report, City of Carpinteria dated December 8, 2003

findings. As required by the Mitigation Fee Act, the Annual Report with the appropriate findings and the Capital Improvement Plan is presented at a public hearing for the Council's determination as to adequacy and compliance with State and Local regulations.

The City also collects fees for park acquisition, known as Quimby fees, as a condition of approval of residential subdivisions in accordance with Government Code Section 66477 and Carpinteria Municipal Code Section 16.24. Collection of Quimby fees also requires certain reporting and accounting. For the purposes of this report, the eleven DIFs discussed above and the Quimby fees will collectively be referred to as DIFs.

Resolution No. 5682, with all its exhibits, serves as the Annual Report required under the Mitigation Fee Act, includes the required findings for City Council consideration and approval, and constitutes the Capital Improvement Plan. The complete list of DIFs with descriptions is attached as Exhibit 1 of the proposed Resolution No. 5682.

DISCUSSION

Development Impact Fee Annual Reporting

For DIFs collected pursuant to the Mitigation Fee Act, Government Code Section 66006 (b) requires that specific information be included in the annual report. The following is a list of those requirements and a corresponding reference to where that information can be found in this report.

- A. A brief description of the type of fee in the account or fund (see Exhibit 1 of the attached Resolution).
- B. The amount of the fees (see Exhibits 2 and 3 of the attached Resolution).
- C. The beginning and ending balance of the account or fund (see Exhibit 5 of the attached Resolution).
- D. The amount of the fees collected and the interest earned (see Exhibit 5 of the attached Resolution).
- E. An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement funded with fees, including the percentage of the total cost of the public improvement that has been expended to date with the fees (see Table 1 below).
- F. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public

improvement remains incomplete (see Exhibit 4 of the attached Resolution).

- G. A description of each inter-fund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an inter-fund loan, the date on which the loan will be repaid, and the rate of interest that the account or fund will receive on the loan. (No inter-fund transfers have been made.)
- H. The amounts of refunds made pursuant to subdivision (e) of Section 66001 and any allocations pursuant to subdivision (f) of Section 66001. (No refunds or allocations have been made.)

Government Code Section 66001 (d) requires that for the fifth year following the first deposit into a DIF account or fund, and every five years thereafter, the local agency shall make all of the following findings with respect to that portion of the account or fund remaining unexpended, whether committed or uncommitted:

1. Identify the purpose for which the fee is to be expended.
2. Demonstrate a reasonable relationship between the fee and the purpose for which it is charged.
3. Identify all sources and amounts of funding anticipated to complete financing for incomplete improvements.
4. Designate the approximate dates on which the funding referred to in item 3 above is expected to be deposited into the appropriate account or fund.

Since many of the DIF categories had different start years, the five year findings for all categories of DIFs are presented every year with the Annual Report. The five-year findings are included in the attached Resolution. DIF funds expended during Fiscal Year 2015-2016 are shown below in Table 1.

Quimby Act Fees

Fees collected by the City pursuant to the Quimby Act, Government Code Section 66477, et seq, and Carpinteria Municipal Code Section 16.24, Park and Recreation Facilities Dedication and Fees, are accounted for and reported pursuant to procedures established in State and local regulations, which require:

1. Development of a schedule specifying how, when, and where it will use the land or fees or both to develop park and recreational facilities to serve residents of the subdivision.
2. Commitment of any fees to approved projects within five years of the date they were collected.

Exhibit 4 of the attached Resolution sets forth the Parks & Recreation Property Acquisitions to which Quimby funds will be allocated. All future Quimby fees collected are committed to the property acquisition projects on the list.

Table 1, below, identifies the capital improvement projects and the amount of development impact fund money spent on those capital improvement projects during fiscal year 2015-2016.

TABLE 1

Project Number	Project Name	DIF Category	DIF Funds Expended in FY 2015-16	Total Amount Expended To Date	% Total Cost Expended To Date
HI-03 / HI-04	HWY 101 Linden Ave. Interchange/Hwy 101 Casitas Pass Rd. Interchange	Highway Interchanges & Bridges	\$0.00	\$78,808.10	1.75%
HI-07	Carpinteria Avenue Bridge over Carpinteria Creek	Highway Interchanges & Bridges	\$40,797.09	\$176,232.49	7.16%

Capital Improvement Program

The Annual DIF Report includes adjustments of the project cost estimates of the Capital Improvement Program. The adjustments are made using the price index established in Carpinteria Municipal Code Section 15.80.160, to ensure that estimated construction costs for planned capital improvements in the City reflect actual costs, including keeping up with inflation.

The adopted cost estimates are a part of Exhibit 4, attached. Each cost estimate in Exhibit 4 has been based on an improvement specific analysis.

Since the General Plan/Local Coastal Land Use Plan designations and growth projections have not changed in the last year, the improvement projects identified on Exhibit 4 still meet the needs for future development in the City. The relationship between the need for public improvements, the amount of fees necessary to fund development of such improvements, and the impacts of development for which the fees are charged, has remained unchanged since the City's CIP cost estimates and DIF program were last updated in 2007. DIP funds are committed to the projects identified for each type of public improvements for which DIFs are collected

POLICY CONSISTENCY

The City's annual reporting procedure is consistent with AB 1600 (Mitigation Fee Act), codified as Government Code Sections 66000 – 66025 and the City's Municipal Code, in particular, Chapter 15.80.

FINANCIAL CONSIDERATIONS

Collection of Development Impact Fees and other Fees contributes revenue necessary for the City to fund the construction of the public improvements contained in the City's adopted Capital Improvement Plan.

DIFs and Quimby fees are adjusted automatically on July 1st of each year in accordance with the procedures established in Carpinteria Municipal Code Section 15.80.050 and 16.24.080, respectively. Exhibit 2 shows the adjusted DIFs, without the Parks and Recreation Fees. Exhibit 3 shows the adjusted Parks and Recreational Fees. These fees were adjusted using the sales report data provided by the Santa Barbara County Assessor's Office in accordance with Municipal Code Sections 15.80.050 (A), and 16.24.080 (C).

As of June 30, 2016, the 15/16 Fiscal Year end balances (un-audited) are as follows, and are also shown on Exhibit 5 of Resolution No. 5682.

GENERAL FACILITIES DIF	\$178,259.67
HIGHWAY INTERCHANGE DIF	\$712,877.28
STORM DRAIN DIF	\$261,973.48
TRAFFIC CONTROL DIF	\$285,540.64
STREETS & THOROUGHFARES DIF	\$134,928.39
PARKING DIF	\$80,843.23
PARK LAND ACQUISITION DIF	\$123,002.25
PARK IMPROVEMENTS DIF	\$252,643.64
PARK AQUATICS DIF	\$45,960.30
PARK OPEN SPACE DIF	\$2,057.08
PARK/QUIMBY FEES	\$20,182.46
TOTAL	\$2,098,268.42

LEGAL

The City Attorney has reviewed this report and the attached Resolution. Notice of this Public Hearing appeared in the Coastal View Newspaper on September 1, 2016 and September 8, 2016.

OPTIONS

1. Adopt Resolution No. 5682, thereby approving and adopting the Development Impact Fee Annual Report and updating the City's Capital Improvement Plan.
2. Direct staff to amend the Resolution as determined appropriate and adopt the Resolution as amended.

PRINCIPAL PARTIES EXPECTED AT MEETING

There are no principal parties expected at the meeting.

ATTACHMENTS

Attachment A: Proposed Resolution No. 5682

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

Proposed Resolution No. 5682

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RESOLUTION NO. 5682

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA UPDATING THE CITY'S CAPITAL IMPROVEMENT PLAN AND APPROVING AND ACCEPTING THE ANNUAL REPORT ON THE CITY'S DEVELOPMENT IMPACT FEE PROGRAM

WHEREAS, on January 24, 1994, the City Council adopted Ordinance No. 501, which implemented the City's Development Impact Fee program, and Resolution No. 4081, which established the level of Development Impact Fees; and

WHEREAS, by Resolution No. 4076, the City Council had previously approved a Capital Improvement Plan for the construction of public facilities in the City; and

WHEREAS, by Resolution No. 4075 adopted January 10, 1994, the City Council approved the collection of fees pursuant to Section 66477 of the Government Code; and

WHEREAS, by Resolution No. 4628 adopted October 25, 1999, the City Council approved the collection of fees pursuant to Section 66477 of the Government Code; and

WHEREAS, by Resolution No. 5592, adopted April 27, 2015, the City Council updated the City's Capital Improvement Plan and Highway Interchanges & Bridges Development Impact Fee and ended the temporary reduction of the City's Highway Interchanges & Bridges Development Impact Fee; and

WHEREAS, by Resolution No. 5570 adopted August 10, 2015 the City Council last approved the Capital Improvement Plan Project List and a revision to the level of the City's Development Impact Fees; and

WHEREAS, Carpinteria Municipal Code Section 15.80 provides for an annual review of the Capital Improvement Plan, and Section 15.80.160 provides for an annual review of both the City's Development Impact Fee Program and the balance of funds currently maintained in the City's various Development Impact Fee accounts; and

WHEREAS, the documents that collectively reflect the balance in each Development Impact Fee, Development Fee and Affordable Housing Fee account, the fee balance, interest, income, and the amount of expenditure by public facility and the amount of refunds made for the fiscal year ("the Document"), have been available for public review as required by law.

NOW, THEREFORE BE IT RESOLVED as follows:

SECTION 1.

The City Council finds that new development in the City will generate additional demands on public facilities throughout the City, and will contribute to the impact upon public facilities.

SECTION 2.

The City Council finds that the use to which the fees will be put is construction of public improvements at estimated costs therefore described in the Capital Improvement Plan, and determines that there is a continued need for these improvements and that there is a reasonable relationship between such need and the type of development projects on which the fee is imposed, as such reasonable relationship is described in more detail in the City's Development Impact Fee Program and the Capital Improvement Plan.

SECTION 3.

The City Council finds that the fees expected to be generated by new development will not exceed the costs for construction of public facilities set forth in the Capital Improvement Plan.

SECTION 4.

The City Council finds that there is a reasonable relationship between the fees' use and the type of development for which the fees are charged, as these reasonable relationships are described in more detail in the City's Development Impact Fees Program and Capital Improvement Plan.

SECTION 5.

The City Council finds the cost estimates set forth in the Capital Improvement Plan are reasonable cost estimates for the public facilities contained in the Capital Improvement Plan, and that the fees expected to be generated by new development will not exceed the costs for construction of the public facilities set forth in the Capital Improvements Plan.

SECTION 6.

The City Council approves the City's adopted Capital Improvement Plan including the priorities for financing improvements as stated therein as shown in Exhibit 4 dated September 12, 2016 without change.

SECTION 7.

The City Council approves the annual financial report for Development Impact Fees and Quimby Fee for Fiscal Year 2015-2016.

SECTION 8.

The City Council approves and adopts Exhibits 1-5, inclusive, attached hereto, approves the 2016-17 Development Impact Fees set forth in Exhibits 2 and 3, and commits all Development Impact Fees reflected in Exhibit 5 to the public improvement projects contained in Exhibit 4 hereto.

SECTION 9.

As to funds on deposit in the General Facilities Fund, the City Council finds as follows:

- a) The purpose of the General Facilities Fund is to Finance the Construction of General Facilities as detailed further in Exhibit 4.
- b) A reasonable relationship between the General Facilities Development Impact Fee and its purpose exists, in that the City's DIF Report, as updated, demonstrates that the General Facilities DIF is assessed to new development in proportion to such development's impacts on necessary General Facilities.
- c) The Quimby fees set forth in Exhibit 3 attached hereto are approved, and all fees reflected in Exhibit 5 are committed to the parks and recreation projects contained on Exhibit 4.
- d) The sources and amounts of funding for General Facilities, identified in the City's Capital Improvement Plan, are identified as shown in Exhibit 4.
- e) The approximate dates on which the funding to construct the General Facilities, identified in the City's Capital Improvement Plan, are expected to be deposited into the General Facilities Fund are shown in Exhibit 4.

SECTION 10.

As to funds on deposit in the Highway Interchanges and Bridges Fund, the City Council finds as follows:

- a) The purpose of the Highway Interchanges and Bridges Fund is to finance the construction of highway interchanges and bridges as detailed further in

Exhibit 4.

- b) A reasonable relationship between the Highway Interchanges and Bridges Development Fee and its purpose exists, in that the City's DIF Report, as updated, demonstrates that the Highway Interchanges and Bridges DIF is assessed to new development in proportion to such development's impacts on necessary highway interchanges and bridges.
- c) The sources and amounts of funding for Highway Interchanges and Bridges Facilities, identified in the City's Capital Improvement Plan, are identified as shown in Exhibit 4.
- d) The approximate dates on which the funding to construct the Highway Interchanges and Bridges Facilities, identified in the City's Capital Improvement Plan, are expected to be deposited into the Highway Interchanges and Bridges Fund are shown in Exhibit 4.

SECTION 11.

As to funds on deposit in the Storm Drain Fund, the City Council finds as follows:

- a) The purpose of the Storm Drain Fund is to finance the construction of storm drains as detailed further in Exhibit 4.
- b) A reasonable relationship between the Storm Drain Fund Development Impact Fee and its purpose exists, in that the City's DIF Report, as updated, demonstrates that the Storm Drain DIF is assessed to new development in proportion to such development's impacts on essential storm drains.
- c) The sources and amounts of funding for Storm Drain facilities, identified in the City's Capital Improvement Plan, are identified as shown in Exhibit 4.
- d) The approximate date on which the funding to construct the Storm Drain facilities, identified in the City's Capital Improvement Plan, is expected to be deposited into the Storm Drain Fund is shown in Exhibit 4.

SECTION 12.

As to funds on deposit in the Streets & Thoroughfares Fund, the City Council finds as follows:

- a) The purpose of the Streets & Thoroughfares Fund is to finance the construction of Streets & Thoroughfares as detailed further in Exhibit 4.
- b) A reasonable relationship between the Streets & Thoroughfares Development Impact Fee and its purpose exists, in that the City's DIF Report, as updated, demonstrates that the Streets & Thoroughfares DIF is assessed to new development in proportion to such development's impacts on necessary Streets & Thoroughfares.
- c) The sources and amounts of funding for Streets & Thoroughfares, identified in the City's Capital Improvement Plan, are identified as shown in Exhibit 4.
- d) The approximate dates on which the funding to construct the Streets & Thoroughfares, identified in the City's Capital Improvement Plan, are expected to be deposited into the Streets & Thoroughfares Fund as shown in Exhibit 4.

SECTION 13.

As to funds on deposit in the Park Open Space Fund, the City Council finds as follows:

- a) The purpose of the Park Open Space Fund is to finance the acquisition of Park Open Space acreage as detailed further in Exhibit 4.
- b) A reasonable relationship between the Park Open Space Development Impact Fee and its purpose exists, in that the City's DIF Report, as updated, demonstrates that the Park Open Space DIF is assessed to new development in proportion to such development's impacts on necessary Park Open Spaces.
- c) The sources and amounts of funding for Park Open Space, identified in the City's Capital Improvement Plan, are identified as shown in Exhibit 4.
- d) The approximate dates on which the funding to acquire Park Open Space, identified in the City's Capital Improvement Plan, are expected to be deposited into the Park Open Space Fund are as shown in Exhibit 4.

SECTION 14.

As to funds on deposit in the Parking Fund, the City Council finds as follows:

- a) The purpose of the Parking Fund is to finance the construction of Parking facilities as detailed further in Exhibit 4.
- b) A reasonable relationship between the Parking Development Impact Fee and its purpose exists, in that the City's DIF Report, as updated, demonstrates that the Parking DIF is assessed to new development in proportion to such development's impacts on necessary Parking facilities.
- c) The sources and amounts of funding for Parking facilities, identified in the City's Capital Improvement Plan, are identified as shown in Exhibit 4.
- d) The approximate dates on which the funding to construct the Parking facilities, identified in the City's Capital Improvement Plan, are expected to be deposited into the Parking Fund are as shown in Exhibit 4.

SECTION 15.

As to funds on deposit in the Traffic Control Fund, the City Council finds as follows:

- a) The purpose of the Traffic Control Fund is to finance the construction of Traffic Control equipment as detailed further in Exhibit 4.
- b) A reasonable relationship between the Traffic Control Development Impact Fee and its purpose exists, in that the City's DIF Report, as updated, demonstrates that the Traffic Control Fund DIF is assessed to new development in proportion to such development's impacts on necessary Traffic Control equipment.
- c) The sources and amounts of funding for Traffic Control equipment, identified in the City's Capital Improvement Plan, are identified as shown in Exhibit 4.
- d) The approximate dates on which the funding to construct the Traffic Control equipment, identified in the City's Capital Improvement Plan, are expected to be deposited into the Traffic Control Fund are as shown in Exhibit 4.

SECTION 16.

As to funds on deposit in the Park Land Acquisition Fund, the City Council finds as follows:

- a) The purpose of the Park Land Acquisition Fund is to finance the acquisition of land for parks as detailed further in Exhibit 4.
- b) A reasonable relationship between the Park Land Acquisition Fee and its purpose exists, in the City's DIF Report, as updated, demonstrates that the Park Land Acquisition Fund DIF is assessed to new development in proportion to such development's impacts on necessary Park facilities.
- c) The sources and amounts of funding for Parks, identified in the City's Capital Improvement Plan, are identified as shown in Exhibit 4.
- d) The approximate dates on which the funding to construct the acquisition of Parks, identified in the City's Capital Improvement Plan, are expected to be deposited into the Park Land Acquisition Fund as shown in Exhibit 4.

SECTION 17.

As to funds on deposit in the Park Aquatics Fund, the City Council finds as follows:

- a) The purpose of the Park Aquatics Fund is to finance the construction of Park Aquatics facilities as detailed further in Exhibit 4.
- b) A reasonable relationship between the Park Aquatics Development Impact Fee and its purpose exists, in that the City's DIF Report, as updated, demonstrates that the Park Aquatics Fund DIF is assessed to new development in proportion to such development's impacts on necessary Park Aquatics facilities.
- c) The sources and amounts of funding for Park Aquatics facilities, identified in the City's Capital Improvement Plan, are identified as shown in Exhibit 4.
- d) The approximate dates on which the funding to construct the Park Aquatics facilities, identified in the City's Capital Improvement Plan, are expected to be deposited into the Park Aquatics Fund as shown in Exhibit 4.

SECTION 18.

As to funds on deposit in the Park Improvement Fund, the City Council finds as follows:

- a) The purpose of the Park Improvement Fund is to finance the design and construction for parks as detailed further in Exhibit 4.
- b) A reasonable relationship between the Park Improvement Development Impact Fee and its purpose exists, in that the City's DIF Report, as updated, demonstrates that the Park Improvement Fund DIF is assessed to new development in proportion to such development's impacts on necessary Park Improvements.
- c) The sources and amounts of funding for Park Improvements, identified in the City's Capital Improvement Plan, are identified as shown in Exhibit 4.
- d) The approximate dates on which the funding to construct the Park Improvements, identified in the City's Capital Improvement Plan, are expected to be deposited into the Park Improvement Fund as shown in Exhibit 4.

SECTION 19.

As to funds on deposit in the Quimby Fund, the City Council finds as follows:

- a) All the requirements of Government Code section 66477 continue to be satisfied for the City's Park and Recreation Facilities Dedication and Fees Program, codified in Carpinteria Municipal Code Chapter 16.24.

PASSED, APPROVED AND ADOPTED on September 12, 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 September 12, 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

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EXHIBIT 1 TO RESOLUTION NO. 5682

City of Carpinteria Development Impact Fee Fund Descriptions

Streets & Thoroughfares Fund: Fees collected for the actual and estimated costs to acquire additional right of ways for new public street improvements and to improve the existing street network to accommodate the increase traffic demands associated with future development.

Highway Interchanges and Bridges Fund: Fees collected for the actual and estimated costs to acquire additional right of ways and construct new and/or improved Highway interchanges and bridges to accommodate the increase traffic demands associated with future development.

Traffic Control Facilities Fund: Fees collected for the actual and estimated costs for acquiring and installing new traffic control systems and to improve the existing traffic control systems to accommodate the increase traffic demands associated with future development.

General Facilities and Equipment Fund: Fees collected for payment of the costs of acquiring and constructing additional public facilities and equipment, and improving existing public facilities to meet demand of future development.

Storm Drain Fund: Fees collected for the actual and estimated costs of constructing new drainage facilities and to improve the existing drainage facilities to mitigate the drainage impacts associated with future development.

Park Land Acquisition Fund: Fees collected for the payment of the actual or estimated costs of acquiring land for park and recreational purposes. This fee is collect from residential projects that are not associated with a subdivision.

Park Improvement Fund: Fees collected for the payment of the actual or estimated costs of designing and constructing parks and recreational facilities on land acquired for park and recreational purposes. This fee is charged to residential projects that are not associated with a subdivision.

Park Open Space Acquisition Fund: Fees collected for the payment of the actual or estimated costs of acquiring additional acreage to be reserved as open space or with minimal park improvements designed to protect the greater number of acres. This fee is collected from commercial or industrial projects.

Aquatic Facilities Fund: Fees collected for the payment of the actual or estimated costs of designing and constructing aquatics facilities. This fee is not collected from commercial or industrial projects.

Parking Facilities Fund: Fees collected to finance parking improvements within the Downtown area that will accommodate new development within the Downtown "T".

Quimby Fund: Fees collected pursuant to Government Code 66477 (Quimby Act) for the acquisition of parklands. These fees are collected on non-commercial residential projects that are associated with subdivisions.

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EXHIBIT 3 TO RESOLUTION NO. 5682

CITY OF CARPINTERIA
DEVELOPMENT IMPACT MITIGATION FEE SCHEDULE (1)(3)
2016-2017
(Parks and Recreation Fees)

Last Updated 08/17/16

Land Use	Land Acquisition for Parks and Recreational Facilities Fee (Quimby + Non-Quimby)(2)**	Parks and Recreational Facilities Development Fee*	Aquatics Facilities Fee*	Open Space Land Acquisition Fee**
Residential⁴				
	\$ / unit			
Single Family	14,119.95	7,368.21	628.62	-
Multiple Family	10,677.12	5,397.96	475.36	-
Congregate Care	-	-	-	-
Commercial/Industrial				
	\$ / gross sq. ft.			
Commercial	-	-	-	2.88
Industrial	-	-	-	2.10
Resort/Hotel				
	\$ / room			
	-	-	-	288.77
(1) Resolution No. 4840, establishing a Development Impact Mitigation Fee schedule for development within the City of Carpinteria, adopted and approved by the City Council on January 26, 2004.				
(2) Resolution No. 4839, establishing a Park and Recreation Land Acquisition Fee Schedule for all new subdivisions within the City of Carpinteria, adopted and approved by the City Council on January 26, 2004.				
(3) Update to the Fee Schedule for all fees was established by *Ordinance No. 627 by the City Council on January 28, 2008 going into effect on March 13, 2008 and **Ordinance No. 640 on October 12, 2009. Refer to Municipal Code 15.80.050.				
(4) Resolution No. 5238 approved April 12, 2010 allows for a 50% reduction in Development Impact Fees for 100% Affordable Projects. See Resolution for details.				
* Annually adjusted pursuant to Municipal Code §15.80.050(B) ** Annually adjusted pursuant to Municipal Code § 15.80.050(A)				

EXHIBIT 4 TO RESOLUTION NO. 5682
September 2016 Capital Improvement Plan

STREETS AND THOROUGHFARES (1)

Project Number	Project Name	Estimated Cost	Project Description	Priority	Funding Sources	Commence-ment Date
ST-02	El Carro Lane Sidewalk Improvements	\$92,685	Installation of Sidewalk along El Carro Lane from the 5200 to 5300 Block	N/A	DIF,MA	Completed
ST-05	Seventh Street sidewalk improvements	\$65,425	Installation of Sidewalk on 7th Street from Walnut Avenue to Cactus Avenue	Low	DIF	2017
ST-06	Walnut Avenue sidewalk improvements	\$95,957	Installation of Sidewalk along Walnut Avenue from 7th St. to 8th St.	Low	DIF	2017
ST-08	Annual Street Rehabilitation Program	\$6,542,519	Annual street rehabilitation program consisting of asphalt overlays, slurry seals, and associated miscellaneous improvements for a seven year program.	Medium	DIF, MA, RSTP	On-going
ST-09	Annual Miscellaneous Concrete Repair Program	\$1,189,646	Annual concrete repair program consisting of the removal and restoration of damage concrete sidewalks, curbs, and gutters for a 5 to 10 year program.	Medium	DIF, MA, RSTP, GT	On-going
ST-13	Widening of Via Real at Reef Motel	\$130,851	Widening of sections of Via Real at the Reef Motel to provide for continuous class II bike lanes	Medium	DIF, RSTP	2018
ST-14	Sawyer Avenue Street Improvements	\$218,084	Construction of concrete sidewalk, curb and gutter along the south side of Sawyer Avenue from Linden Avenue to Holly Avenue.	Medium	DIF	2018
ST-16	Beach Area Neighborhood Emergency at grade crossing	\$286,781	Construction of an emergency at grade railroad crossing at Holly Avenue.	Medium	DIF	2020
ST-17	Widening of Via Real at Camper Park	\$174,467	Widening of sections of Via Real at the Camper Park to provide for continuous class II bike lanes including storm drain improvements.	High	DIF	On-going
ST-18	Casitas Pass Road Traffic Calming	\$398,003	Installation of landscaped medians and/or curb planters to encourage slower vehicular speeds	Medium	DIF, MA, RSTP, GT	2019
ST-19	Linden Avenue/Foothill Rd. Intersection Improvements	\$741,486	Construction of intersection improvements to accommodate pedestrians, bicyclists and truck turning movements.	Medium	DIF, MA, GT SR2S	2018

STREETS AND THOROUGHFARES (1)
Continued

Project Number	Project Name	Estimated Cost	Project Description	Priority	Funding Sources	Commence-ment Date
ST-20	Foothill Road Sidewalk Improvement	\$104,680	Installation of approximately 400' sidewalk along the south side of Foothill Road East of Linden	Medium	DIF, MA, RSTP	2018
ST-21	Linden Avenue sidewalk improvement	\$128,034	Construction of concrete curb, gutter and sidewalk along the east side of Linden Avenue from Carpinteria Avenue to 100' north of Sawyer Avenue	Medium	DIF, MA, RSTP	2018
ST-22	Via Real Sidewalk Project	\$269,334	Construct concrete, curb, gutter and sidewalk along the north side of Via Real from Poplar Street to Rancho Granada Mobile Home Park.	N/A	DIF, MA, RSTP	Completed
AT-02	UPRR Pedestrian Under-crossing at Calle Ocho	\$552,842	Modifications to an existing Railroad under-crossing to accommodate provide for bicycles and pedestrians.	Medium	DIF	2020
AT-03	UPRR Multi-Use Trail Under-crossing at the Carpinteria Bluffs	\$3,091,340	Construction of a new Railroad under-crossing at the southwest corner of the Carpinteria Bluffs to accommodate bicyclists and pedestrians	Low	DIF	2020
AT-04	Carpinteria Bluffs Bike Path	\$436,168	Construction of a class I bike path along the south side of Carpinteria Avenue from City Hall to Bailard Avenue	N/A	DIF, STIP	Completed
AT-05	Franklin Channel Bike Path	\$218,084	Construction of a Class I bike path along the east side of Franklin Channel from Carpinteria Avenue to 7th Street.	Medium	DIF	2018
AT-07	Bailard Avenue Park and Ride Facility	\$760,023	Construction of a park & ride lot adjacent to the HWY 101 off ramp at Bailard Avenue.	Medium	DIF	2022
AT-08	Santa Monica Channel Bike Path Extension	\$286,781	Extension of the existing class I bike path located on the east side of the Santa Monica Channel from El Carro Lane north to HWY 192	Low	DIF	2019
AT-09	Via Real Pedestrian Bridge	\$163,563	Construction of a pedestrian bridge over the Santa Monica flood control channel on the south side of Via Real	Medium	DIF, RSTP	2019
Subtotal		\$15,946,753				

HIGHWAY INTERCHANGES AND BRIDGES (2)

Project Number	Project Name	Estimated Cost	Project Description	Priority	Funding Sources	Commencement Date
HI-02	Highway 101 Bailard Avenue Interchange	\$5,844,651	Reconstruction of the Bailard Avenue interchange to accommodate increasing traffic volumes. May include roundabouts at Carpinteria Avenue and Via Real.	Medium	DIF, STIP	2022
HI-03	Highway 101 Linden Avenue Interchange	\$2,000,000	Reconstruction of the Linden Avenue interchange. Includes new southbound on ramp and northbound off ramp, and the extension of Via Real from Casitas Pass Road to Linden Avenue.	High	DIF, STIP	On-going
HI-04	Highway 101 Casitas Pass Road Interchange	\$2,500,000	Reconstruction of the Casitas Pass Rd. interchange. Includes new northbound hook on and off ramps and the extension of Via Real from San Roque MHP to Casitas Pass Road.	High	DIF, STIP	On-going
HI-05	Highway 101/Highway 150 Interchange	\$4,000,750	Reconstruction of the northern portion of the interchange to provide a direct connection to Via Real.	Low	DIF	2022
HI-07	Carpinteria Avenue Bridge over Carpinteria Creek	\$2,462,168	Reconstruction of the Carpinteria Avenue bridge over Carpinteria creek.	High	DIF	On-going
HI-08	Eighth Street Pedestrian Bridge	\$1,526,588	Construction of a new footbridge over Carpinteria Creek at 8th Street to accommodate bicyclists and pedestrians.	High	DIF	Completed
Subtotal		\$18,334,157				

PARKING FACILITIES (3)

Project Number	Project Name	Estimated Cost	Project Description	Priority	Funding Sources	Commencement Date
P-01	Parking Improvements	\$882,150	Construction of new parking facilities/new surface parking lot improvements within the Downtown "T".	Medium	DIF	2018
Subtotal		\$882,150				

TRAFFIC CONTROL FACILITIES (4)

Project Number	Project Name	Estimated Cost	Project Description	Priority	Funding Sources	Commence-ment Date
TC-01	Carpinteria Avenue/Palm Avenue Intersection Improvements	\$348,934	New Traffic Signal at the Intersection of Carpinteria Avenue and Palm Avenue	Medium	DIF	2018
TC-02	Santa Ynez Avenue/Via Real Intersection Improvements	\$338,030	New Traffic Signal at the Intersection of Santa Ynez Avenue and Via Real	Medium	DIF	2018
TC-03	Santa Monica/Via Real Intersection Modification	\$763,293	Address operational deficiencies at the intersection of Santa Monica and Via Real	Medium	DIF	2019

Subtotal \$1,450,257

GENERAL FACILITIES AND EQUIPMENT (5)

Project Number	Project Name	Estimated Cost	Project Description	Priority	Funding Sources	Commence-ment Date
GF-03	Construction/Acquisition of City Community Center	\$10,904,198	Construction of a 15,000-20,000 square foot community center in the Downtown area.	Low	DIF, GF, GT	2020
GF-07	Public Works Yard Cover Structure	\$218,084	Construction a carport style cover structure in the Public Works Yard for equipment and materials storage.	Medium	DIF, GF	2017
GF-08	Vehicle wash rack and water recycling facility	\$272,605	Construction of a wash rack and water recycling facility for City vehicles and equipment.	Low	DIF	2017
GF-10	Transit Stop Improvements	\$163,563	Improvements to existing transit stops throughout the City including landscaping, handicap access, benches, shelters and bike locks.	Medium	DIF	2017

Subtotal \$11,558,450

STORM DRAIN FACILITIES (6)

Project Number	Project Name	Estimated Cost	Project Description	Priority	Funding Sources	Commence-ment Date
SD-01	Casitas Pass Storm Drain	\$556,114	Construction of a storm drain line on Casitas Pass from El Carro Lane to Highway 101 then east to Carpinteria Creek.	Low	DIF	2020
SD-02	East Via Real Storm Drain	\$398,003	Construction of a storm drain line along the north side of Via Real from 200 feet east of Via Linda to Carpinteria Creek.	Medium	DIF	2018
SD-03	Calle Arena Storm Drain	\$109,042	Construction of a storm drain from Calle Arena to Carpinteria Creek.	Low	DIF	2018
SD-04	Upper Palm Avenue Storm Drain	\$279,147	Construction of a storm drain line along Carpinteria and Palm Avenue from Vallecito to 8th St.	Low	DIF	2018
SD-05	Walnut Avenue Storm Drain	\$476,514	Construction of a storm drain line along the north side of the UPRR from the terminus of Walnut Avenue to Carpinteria Creek.	Low	DIF	2020
SD-06	Beach Area Drainage Improvement	\$872,336	Construction of street improvements in the beach area neighborhood north of 3rd St. to improve drainage. Include full or partial street reconstruction, concrete swales and roll curbs.	Medium	DIF, MD	2017
SD-07	Star Pine Road Storm Drain	\$163,563	Construction of a storm drain line from Star Pine Rd. at Valecito Rd. westward to the Linden Avenue on ramp.	Medium	DIF	2018
SD-10	Estero Way Box Culvert Extension	\$624,810	Construction of a double box culvert under Highway 101 Near Estero Way.	Low	DIF	2018
SD-12	Storm Drain System Retrofit Program	\$770,927	Installation of storm drain improvements to reduce storm water pollution from non point sources. Includes installation of on line storm water separators and catch basin filter devices throughout the City.	Medium	DIF, GT	2017
SD-13	Ash Avenue Storm Water Lift Station	\$556,114	Construction of an underground storm water lift station near the intersection of Ash Avenue and 3rd St. to drain the area during high tide flooding events.	Low	DIF, GT	2020
SD-14	Storm Drain Master Plan	\$111,223	Provide comprehensive analysis of existing City storm drain system.	N/A	DIF, MD, GT	Completed
SD-15	El Carro Lane Storm Drain Extension	\$439,439	Provide comprehensive analysis of existing City storm drain system.	Medium	DIF	2018
Subtotal		\$5,357,233				

PARKS AND RECREATION FACILITIES (7)

Project Number	Project Name	Estimated Cost	Project Description	Priority	Funding Sources	Commence-ment Date
PR-02	Public Restrooms at Memorial Park	\$80,691	Construction of public restroom accommodations at Memorial Park including ADA Improvements.	Medium	DIF	2017
PR-04	Public Restrooms at Monte Vista Park	\$80,691	Construction of public restroom accommodations at Monte Vista Park including ADA Improvements.	N/A	DIF	Completed
PR-05	Replacement of Playground Structures at various City Parks	\$222,446	Replacement of playground structures at various city parks.	Medium	DIF, GF	On-going
PR-06	Replacement of Lifeguard Towers	\$20,718	Replacement of the Lifeguard at Holly Avenue	High	DIF, TTF	2014
PR-09	Linden Avenue Beach End Beautification	\$269,334	Improvements to the Carpinteria beach end of Linden Avenue in order to provide a more and aesthetically pleasing urban park environment and transition to the beach park	Low	DIF, MD,TTF, GT, GF	2017
PR-13	Acquisition of the UPRR Property at Fifth Street	\$1,388,104	Acquisition of UPRR property south and west of parking lot #3	Medium	DIF, GF	Completed
PR-14	Coastal Access Stairway	\$218,084	Construction of a coastal access stairway at Tar Pits Park east of the Venoco pier	Medium	DIF, TTF,	2018
PR-20	Carpinteria State Beach Dune Restoration	\$1,269,248	Restoration of Dune habitat on State Park property.	Medium	DIF, GT	2018
PR-21	Public Tennis Court Facility	\$239,892	Construction of lighted public tennis court facilities for adult and youth programming.	N/A	DIF, GT	Completed
PR-23	Community Wading Pool	\$109,042	Construction of a 22 foot diameter children's wading pool at the Community Pool.	Medium	DIF	2018
PR-25	Beach Town Trail	\$510,317	Construct trail between Linden Avenue and Palm Avenue south of the Union Pacific Railroad Tracks.	N/A	DIF, TTF,GT	Completed
Subtotal		\$4,408,567				

Footnote 1

“Streets and Thoroughfares” Subcategory is consistent with the following objectives and policies including referenced page numbers described in the City of Carpinteria General Plan/Local Coastal Land Use Plan and Environmental Impact Report dated April 2003:

Objective C-1: To improve the community’s ability to access U.S. 101 and areas North of the freeway through the improvements of interchanges. (page 72)

Policies:

C-1a. Continue coordination and collaboration with the County of Santa Barbara and Caltrans through SBCAG to improve freeway accessibility and to resolve circulation problems in inland areas.

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.

C-1c. The City will endeavor to work with Caltrans to resolve freeway access, interchange development and noise attenuation problems as they affect the community.

C-1d. The City shall work closely with Caltrans to assure improvements to freeway interchanges and overpasses compliment the small town quality and charm of the city. Conventional methods for improving level of service such as widening of overpasses for independent turning lanes and signalization of intersections should be avoided if possible in favor of improvements consistent with the existing small town character and charm. Improvements required as a result of a development project shall also be consistent with this policy.

Objective C-3: Provide a balanced transportation network with consistent designations and standards for roadways that will provide for the safe and efficient movement of goods and people through the community. (page 76)

Policies:

C-3a. Consider all possible means of funding capital improvements needed to meet traffic and transportation needs generated by build-out of the General Plan.

C-3c. Review new development proposals to improve neighborhood circulation patterns and enhance the inter-neighborhood routing characteristics of the city’s master plan.

C-3f. Improve travel characteristics of the city’s circulation plan by:

- Planning and developing a continuous and direct east/west surface street route north of and parallel to Highway 101 to improve the efficiency of local traffic circulation [5-15 years]
- Considering the westerly extension of Via Real to Casitas Pass Road and from Vallecito to Linden:
- Prioritizing maximum protection for coastal waters, ESHA and agricultural resources in considering potential road extensions.

C-3h. Require all new projects to demonstrate safe traffic flow integration with the Master Plan of Streets as well as street/drainage improvements function. This shall include construction traffic and the designation of construction routes.

C-3j. Develop a prioritized Capital Improvement Program directed at roadway improvements. [2 – year]

C-3k. Segregate by design, enforcement and traffic pattern, routes of significant industrial areas to minimize interference with efficient traffic circulation.

Footnote 2

“Highway Interchanges and Bridges” Subcategory is consistent with the following objectives and policies including referenced page numbers described in the City of Carpinteria General Plan/Local Coastal Land Use Plan and Environmental Impact Report dated November 2002:

Objective C-1: To improve the community’s ability to access U.S. 101 and areas North of the freeway through the improvements of interchanges. (page 72)

Policies:

C-1a. Continue coordination and collaboration with the County of Santa Barbara and Caltrans through SBCAG to improve freeway accessibility and to resolve circulation problems in inland areas.

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.

C-1c. The City will endeavor to work with Caltrans to resolve freeway access, interchange development and noise attenuation problems as they affect the community.

C-1d. The City shall work closely with Caltrans to assure improvements to freeway interchanges and overpasses compliment the small town quality and charm of the city. Conventional methods for improving level of service such as widening of overpasses for independent turning lanes and signalization of intersections should be avoided if possible in favor of improvements consistent with the existing small town character and charm. Improvements required as a result of a development project shall also be consistent with this policy.

Objective C-3: Provide a balanced transportation network with consistent designations and standards for roadways that will provide for the safe and efficient movement of goods and people through the community. (page 76)

Policies:

C-3a. Consider all possible means of funding capital improvements needed to meet traffic and transportation needs generated by build-out of the General Plan.

C-3c. Review new development proposals to improve neighborhood circulation patterns and enhance the inter-neighborhood routing characteristics of the city’s master plan.

C-3f. Improve travel characteristics of the city’s circulation plan by:

- Planning and developing a continuous and direct east/west surface street route north of and parallel to Highway 101 to improve the efficiency of local traffic circulation [5-15 years]
- Considering the westerly extension of Via Real to Casitas Pass Road and from Vallecito to Linden:
- Prioritizing maximum protection for coastal waters, ESHA and agricultural resources in considering potential road extensions.

C-3h. Require all new projects to demonstrate safe traffic flow integration with the Master Plan of Streets as well as street/drainage improvements function. This shall include construction traffic and the designation of construction routes.

C-3j. Develop a prioritized Capital Improvement Program directed at roadway improvements. [2 – year]

C-3k. Segregate by design, enforcement and traffic pattern, routes of significant industrial areas to minimize interference with efficient traffic circulation.

Footnote 3

“Parking Facilities” Subcategory is consistent with the following objectives and policies including referenced page numbers described in the City of Carpinteria General Plan/Local Coastal Land Use Plan and Environmental Impact Report dated November 2002:

Objective CDS2A-3: Preserve and enhance the downtown’s historic status as the center of civic life of the city by encouraging the construction and expansion of cultural and governmental facilities in the downtown. (Page 48)

Implementation Policy 29. – On-street parking and **public parking** requirement for coastal access shall be considered in deciding the required amount of off-street parking. Parking lots are discouraged on street frontages and are strongly discouraged on corner lots.

Footnote 4

“Traffic Control” Subcategory is consistent with the following objectives and policies including referenced page numbers described in the City of Carpinteria General Plan/Local Coastal Land Use Plan and Environmental Impact Report dated November 2002:

Objective C-3: Provide a balanced transportation network with consistent designations and standards for roadways that will provide for the safe and efficient movement of goods and people through the community. (page 76)

Policies:

C-3a. Consider all possible means of funding capital improvements needed to meet traffic and transportation needs generated by build-out of the General Plan.

C-3h. Require all new projects to demonstrate safe traffic flow integration with the Master Plan of Streets as well as street/drainage improvements function. This shall include construction traffic and the designation of construction routes.

Objective C-4: Improve the Carpinteria Avenue corridor to ensure adequate traffic flow, safe bicycle use and improved aesthetic qualities. (page 79)

Policies:

C-4a. Regulations should be established which minimize traffic movement friction on Carpinteria Avenue. Such standards should include but not be limited to:

- Elimination of problematic existing and proposed left hand turn movements.
- Eliminating where appropriate existing curb cuts, and
- Creating standards for when new driveways are allowed, spacing, and alignment. [5-year]

Footnote 5

“General Facilities and Equipment” Subcategory is consistent with the following objectives and policies including referenced page numbers described in the City of Carpinteria General Plan/Local Coastal Land Use Plan and Environmental Impact Report dated November 2002:

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.

Policies:

PF-5b. The City will require proposed new development 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.

Footnote 6

“Storm Drain Facilities” Subcategory is consistent with the following objectives and policies including referenced page numbers described in the City of Carpinteria General Plan/Local Coastal Land Use Plan and Environmental Impact Report dated November 2002:

Objective C-3: Provide a balanced transportation network with consistent designations and standards for roadways that will provide for the safe and efficient movement of goods and people through the community. (page 76)

Policies:

C-3a. Consider all possible means of funding capital improvements needed to meet traffic and transportation needs generated by build-out of the General Plan.

C-3c. Review new development proposals to improve neighborhood circulation patterns and enhance the inter-neighborhood routing characteristics of the city’s master plan.

C-3f. Improve travel characteristics of the city’s circulation plan by:

- Planning and developing a continuous and direct east/west surface street route north of and parallel to Highway 101 to improve the efficiency of local traffic circulation [5-15 years]
- Considering the westerly extension of Via Real to Casitas Pass Road and from Vallecito to Linden:
- Prioritizing maximum protection for coastal waters, ESHA and agricultural resources in considering potential road extensions.

C-3h. Require all new projects to demonstrate safe traffic flow integration with the Master Plan of Streets as well as street/drainage improvements function. This shall include construction traffic and the designation of construction routes.

C-3j. Develop a prioritized Capital Improvement Program directed at roadway improvements. [2 – year]

C-3k. Segregate by design, enforcement and traffic pattern, routes of significant industrial areas to minimize interference with efficient traffic circulation.

Footnote 7

“Parks and Recreation Facilities” Subcategory is consistent with the following objectives and policies including referenced page numbers described in the City of Carpinteria General Plan/Local Coastal Land Use Plan and Environmental Impact Report dated November 2002:

Objective C-14: Provide for adequate park and recreation facilities to meet the needs of the community and visitors. (page 135)

Implementation Policy 61 – Support development of new or expanded park and recreation facilities as demand/need dictates.

Objective C-15: Maintain the existing trail system and provide additional recreation and access opportunities by expanding the trail system. (page 140)

Pursue development of a trail system and/or boardwalk system along the coastline

EXHIBIT 5 TO RESOLUTION NO. 5682
CITY OF CARPINTERIA
DEVELOPMENT IMPACT FEES ACCOUNTING (UN-AUDITED)

CITY OF CARPINTERIA

DEVELOPMENT IMPACT FEES		LEDGER	CREDITS	INTEREST	DEBITS	LEDGER
		At July 1, 2015				At June 30, 2016
ACCOUNT	PURPOSE					
231-000	GENERAL FACILITIES DIF	\$135,516.13	\$55,697.54	\$1,387.18	(\$14,341.18)	\$178,259.67
232-000	HIGHWAY INTERCHANGE DIF	\$745,456.23	\$2,023.73	\$6,194.41	(\$40,797.09)	\$712,877.28
234-000	STORM DRAIN DIF	\$262,919.44	\$0.00	\$2,264.04	(\$3,210.00)	\$261,973.48
235-000	TRAFFIC CONTROL DIF	\$282,693.17	\$383.08	\$2,464.39	\$0.00	\$285,540.64
236-000	STREETS & THOROUGHFARES DIF	\$133,524.19	\$240.21	\$1,163.99	\$0.00	\$134,928.39
237-000	PARKING DIF	\$71,772.72	\$8,421.66	\$648.85	\$0.00	\$80,843.23
241-000	PARK LAND ACQUISITION DIF	\$111,044.09	\$13,430.00	\$1,028.16	(\$2,500.00)	\$123,002.25
242-000	PARK IMPROVEMENTS DIF	\$282,602.33	\$5,963.95	\$2,247.15	(\$38,169.79)	\$252,643.64
243-000	PARK AQUATICS DIF	\$45,029.85	\$534.96	\$395.49	\$0.00	\$45,960.30
244-000	PARK OPEN SPACE DIF	\$4,091.24	\$430.18	\$35.66	(\$2,500.00)	\$2,057.08
277-000	PARK/QUIMBY FEES	\$20,008.03	\$0.00	\$174.43	\$0.00	\$20,182.46
	TOTAL	\$2,094,657.42	\$87,125.31	\$18,003.75	(\$101,518.06)	\$2,098,268.42



City of Carpinteria

COUNCIL AGENDA STAFF REPORT September 12, 2016

ITEM FOR COUNCIL CONSIDERATION

Approval of the Special Event Permit for the 2016 California Avocado Festival

STAFF RECOMMENDATION

Action Item **X** ; Non-Action Item

That the City Council (1) Approve the issuance of a Special Event Permit for the 2016 Avocado Festival in accordance with the attached conditions of approval and Festival description, and; (2) Make the determination that during the hours of events operation the area within the Alcohol Sales Permit footprint as set forth in the attached map, is a Public Park, pursuant to C.M.C §10.68.010, and; (3) Authorize expenditure of City resources as detailed in this report.

Motion: I move to (1) approve the attached Special Event Permit for the 2016 Avocado Festival with its special conditions, (2) make the determination that the area within the Alcohol Sales Permit footprint is a Public Park, pursuant to C.M.C. §10.68.010, and (3) authorize expenditure of City resources as detailed in this report.

BACKGROUND

The California Avocado Festival is a community event now in its 30th year. It has evolved over time into one of the largest free festivals in California and is one of the few that operates in a town center. The Festival also serves as a major fund raising opportunity for local non-profits, and in recent years has worked to be a leader in environmentally responsible practices for their operations.

The California Avocado Festival organization has submitted a Special Event Application for the 2016 Avocado Festival. The annual Festival is scheduled for Friday, October 7, 2016, through Sunday, October 9, 2016. As with prior events, this Special Event Permit application is being brought to the City Council for approval to operate in the public right-of-way, including; serving and consuming alcoholic beverages on City property;

and to authorize the expenditure of City funds for provision of supplemental Sheriff's Deputies and Public Works personnel, as described. Staff is recommending that this Special Event Permit be approved with the conditions listed in Attachment B.

DISCUSSION

The Festival is proposed to operate as it has in recent past years on Friday, Saturday and Sunday. The event footprint would include Linden Avenue between Carpinteria Avenue to the north and 6th Street to the south and involve portions of the intersecting streets. Linden Avenue will close Thursday morning for preparation and set up and is expected to be reopened to traffic late Sunday night. On Friday, October 7 the 30th Annual Avocado Festival is proposed to be open from 1:00 pm to 10:00 pm, a change from the 11:00 am start time of the previous few years. On Saturday the Festival would operate from 10:00 am to 10:00 pm, and on Sunday from 10:00 am to 6:30 pm. A map of the Festival area, including activities and pertinent information, is attached to this report and is made a part of the Permit. A ferris wheel, incorporated for the first time last year, will again be included as part of the event.

The organizers are requesting that alcohol sales be allowed until forty-five minutes prior to closing on each day of the Festival, as in previous years. This is modeled after other events in the South Santa Barbara County area. It has been observed that if attendees are encouraged to stay until the end of the event, the likelihood of there being problems associated with event attendees later in the evening is reduced.

The Festival also proposes to operate a bus and shuttle drop off zone on the north side of the 5000 block of Carpinteria Avenue, adjacent to the Torrey Pine property, where restrooms, refuse and recycling cans, and free of charge dog daycare will be provided. The pet sitting area will be a 40' by 40' enclosed area run by volunteers for the local non-profit Dog Adoption and Welfare Group (DAWG).

POLICY CONSISTENCY

- A. Special Event Permit:** With any special event, public safety is paramount. The City and event organizers work closely to ensure everyone has a good time in a safe environment. Measures taken to protect public health and safety include:
1. **Mandatory Food Safety Meeting and Inspections:** The event organizers facilitate an annual meeting with County Health Department representatives to educate and advise event food vendors on food safety requirements for outdoor festivals. County inspectors visit each booth prior to opening and must sign-off that they have met myriad food safety requirements prior to the preparation and serving of food to the public.
 2. **Mandatory Alcoholic Beverage Servers Training:** All volunteers that serve alcohol are required to participate in State Alcoholic Beverage Control (ABC)

server training intended to minimize public intoxication and violations of regulations on the sale and serving of alcohol, with several dates scheduled prior to the Festival.

3. **Event Security:** Event organizers contract for private security to enforce event rules and prevent theft.
4. **Public Safety:** Event organizers pay for supplemental law enforcement services during the event, consistent with recommendations of the Santa Barbara County Sheriff's Department. Also, a Safety Area at the event, operated by the Sheriff's Department, Carpinteria-Summerland Fire District, and volunteers, will provide general public safety information and also serve as a central location for persons having medical issues, lost children, etc.
5. **Hours of Operation, Entertainment and Event Rules:** Event organizers strive to operate a family friendly event that fits with the character and interests of the Carpinteria community. Each year event organizers make adjustments intended to improve the event in meeting its goals. Hours of operation, entertainment, vendors, and other aspects of event operations have been discussed with City staff in a meeting held on August 26 in order to ensure they support event objectives and to anticipate any public health and safety issues. Also, rules applying to event participants are established that prohibit bringing pets, smoking in unauthorized areas, and other conduct that has been determined to be unsafe. The City's permit requires these rules to be posted at all entrances to the event and for their enforcement by the event organizers.

B. Alcohol Sales & Consumption: The City may allow alcohol sales and consumption in the identified Alcohol Sales Permit footprint area (see attached map), by declaring the area to be a public park and approving the subject Special Event Permit. These actions serve to permit alcohol sales and consumption that is not normally allowed within the street right-of-way area where the event is held. CMC 10.68.010(M) defines a Special Event as including any event in a public park where regulated alcoholic beverages are to be consumed. ABC issues a permit to the Festival for the event that establishes conditions/restrictions on the sale and consumption of alcohol, including defining the Alcohol Sales Permit footprint area and limiting the hours of sale. The ABC license application is consistent with the Special Event permit request. Hours of operation proposed for alcohol sales are 1:00 pm to 9:15 pm on Friday; 11:00 am to 9:15 pm on Saturday, and 11:00 am to 5:15 pm on Sunday, stopping sales forty-five minutes before the event closes each day.

C. Use of Public Resources: Each year the City supports the Festival by providing Sheriff's Deputies, Public Works personnel, and electricity. It has been determined that there are numerous benefits to the community due to the Festival and that the services provided by the City are an appropriate use of public resources.

The cost for law enforcement for last year's event was \$9,496.39. Actual law enforcement costs for the event have risen as the event has grown, but have been stable for the past several years. Through agreement with the Festival organizers, the City has paid the first \$5,000 in law enforcement costs and the Festival pays all costs over that amount. That agreement is reflected in condition no.16 of the attached Special Event Permit Conditions. The estimated cost for this year's law enforcement service is \$11,670.56 and is based on approximately 174 man-hours.

The cost of Public Works personnel to provide traffic control, street closures, and no- parking signs is approximately \$6,000. Some of this cost is direct overtime during the hours of the event, and some is the opportunity cost of providing these services during normal working hours. Additionally, Code Compliance officers perform normal duties in the Festival area over the weekend, including parking enforcement and prohibiting illegal vendors. There is no additional cost associated with these services.

The cost of electricity is not known, but is minimal compared to the other costs. Much of the power needed for the event is provided via portable biodiesel fueled generators supplied by the event organizers. Additionally, cleaning of sidewalks and streets after the Festival has been performed by Public Works. Cleaning will continue this year, and is scheduled for the week after the Festival. It costs approximately \$9,500 for sidewalk cleaning on Linden Avenue from Carpinteria Avenue to 5th Street.

- D. Waste and Recycling:** A variety of measures are taken by the Festival and City to reduce the amount of waste from the event that goes to the landfill and to prevent pollution. During the event, several storm drain inlets are blocked in order to prevent liquid waste from entering storm drains and the waste water from post-event cleaning (mentioned above), is recycled. Event organizers contract for janitorial service to maintain an adequate number of clean restroom facilities and to sort/recover recyclables from the event waste stream (City public rest rooms at 9th Street and 5th Street are closed during the event). Consistent with City regulations, the event prohibits vendors from using non-recyclable plastic take-out food containers. The event organizers have also indicated that they encourage vendors not subject to the single-use bag regulations to avoid distribution of film plastic bags. The event permit requires documentation and reporting of the waste stream and diversion amounts.

FINANCIAL CONSIDERATIONS

Costs associated with City support of the Avocado Festival, as noted above, include \$5,000 for law enforcement services and approximately \$15,500 in Public Works

personnel and other labor and contract costs. These anticipated costs are included in the City's adopted budget.

The Avocado Festival's beneficial economic impact to the community has been discussed in previous years in conjunction with the City's subsidy of the event. The extent of the beneficial impact on the local economy is difficult to ascertain. One aspect to the economic benefit is the opportunity for local non-profit fundraising. In recent years, non-profit net annual proceeds from the event have been approximately \$200,000, according to event organizers. Further, it has been generally acknowledged in previous years that the Festival provides additional sales and bed tax, and future tourism dollars by introducing visitors to the City and promoting it as a safe and attractive place to visit.

LEGAL

Approval of this permit allows the footprint of the Avocado Festival to operate as a City Park, enabling the sale of food and alcohol in the public right-of-way without additional encroachment permits.

OPTIONS

The City Council could choose to amend or deny the Avocado Festival special event permit.

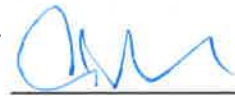
PRINCIPAL PARTIES EXPECTED AT MEETING

A representative from the Avocado Festival will be in attendance.

ATTACHMENTS

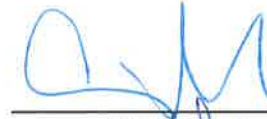
- Attachment A: Special Event Permit Application for the 2016 California Avocado Festival
- Project Description
 - Alcohol Sales Permit footprint Map
 - Event Map
 - Torrey Pine Site Map
- Attachment B: Special Event Conditions of Approval

Staff contact: Erin Maker, Environmental Coordinator
(805) 880-3415
erinm@ci.carpinteria.ca.us



Signature

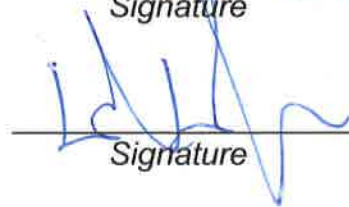
Reviewed by: Charlie Ebeling, C.E., T.E.
Public Works Director



Signature

for Charlie Ebeling

Reviewed by: Dave Durflinger, City Manager



Signature

ATTACHMENT A
Avocado Festival Special Event Permit and Maps

City of Carpinteria, California

DEPARTMENT OF PUBLIC WORKS**SPECIAL EVENT PERMIT APPLICATION**EVENT NAME: California Avocado Festival**APPLICANT INFORMATION**Organization Name (If applicable): California Avocado Festival, Inc.Contact Name: Samantha CalistoAddress: 5320 Carpinteria Avenue, Suite KPhone: 805-684-0038 Email: samantha@avofest.comAlternative Contact Name: Mike LazaroPhone: 805-403-7631 Email: mlazaro1231@gmail.comDescription of proposed event: See AttachedEvent Date: 10/7/16-10/9/16 Start Time: See Attached To: See AttachedAssemble Time: 7:00am Disassemble Time: 11:00pmEstimated Number of Participants: 100,000 flow**SITE PLAN/MAP ROUTE/TRAFFIC CONTROL PLAN DIAGRAM**

Your site plan should include the following:

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

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

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

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

☒ Other related event components not listed above

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

*The Department of Public Works will consider your request for support; however, a request does no guarantee support. If your event is requesting support from the City, please plan accordingly and submit your application **no less than one month prior to the event date**. Requests for support require approval by the Carpinteria City Council or their designee.*

Will this event cause any disturbance, noise or congestion in the vicinity of the proposed event?

Yes ☒ No ☐

If yes, please explain and give mitigating measures: See attached Project Description

Will food or beverages be sold at the event? Yes ☒ No ☐

If yes, please attach the approved permit for Temporary Food Facility, which may be obtained from the Santa Barbara County Public Health Department and can be found on their website www.sbcphd.org, under Environmental Health Services.

All vendors and commercial participants shall have an active City of Carpinteria Business License at the time of the event. Vendors shall be required to have proof of such License the day of the event if requested by City staff or other enforcement agency.

PLEASE BE SURE YOUR APPLICATION IS COMPLETE!

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

☒ Application Fee (\$100/non-profits, \$450/for-profits)

☒ Insurance Indemnification*

☒ Proof of Insurance

☒ Additional Insured Endorsement

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

ADDITIONAL REQUIREMENTS

This event may require permitting from other districts or agencies. The permittee shall obtain all necessary permits as may be required. Permittee shall maintain all permits and authorizations at the site during the scheduled events for review by City Staff or other enforcement agencies.

Other districts or agencies include, but are not limited to:

- ☐ California Department of Transportation (CalTrans)
- ☒ California Highway Patrol
- ☒ The County of Santa Barbara Public Works Department
- ☒ The County of Santa Barbara Public Health Department
- ☒ The Carpinteria-Summerland Fire Department
- ☒ Santa Barbara County Sheriff's Department

Applicant's Signature: _____ Date: 8/18/16

OFFICE USE ONLY

FEE PAID: \$ _____ CHECK #: _____ CASH ☐ RECIEPT: _____ DATE: _____

CERTIFICATE OF INSURANCE RECEIVED: YES ☐ NO ☐

Approved by:

Public Works Director

Lieutenant

City Manager

Date

Date

Date

2016 California Avocado Festival
Project Description and Outline
08/18/2016

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2016 California Avocado Festival
Project Description and Outline
08/18/2016

1. FESTIVAL CONCEPT AND OVERVIEW

- A. The California Avocado Festival is a community event to be a major fund raising opportunity for many of the local non-profits and service groups of Carpinteria Valley. It was also created as an annual festival for the enjoyment of the people of the State of California, for the promotion of avocados.
- B. The Festival was organized in 1986 as a non-profit (501C-3) California corporation called the California Avocado Festival, Inc. The directors of the Festival are comprised of community members.
- C. Historically, the Festival has drawn some 80-100,000 attendees during the three days. Visitors come primarily from all over Southern California. After the Festival was covered on the *Food Network* and the *Travel Channel*, our visitors come from all over the world.

2. HOURS OF OPERATION

- A. The 30th Annual Festival will operate full scale on Friday (10/07/16) from 1:00 PM to 10:00 PM, on Saturday (10/08/16) from 10:00 AM to 10:00 PM and Sunday (10/09/16) from 10:00 AM to 6:30 PM.
- B. Preparation for the Festival begins Thursday morning (10/6/16) with the placing of the canopies and tents for the food court along the 900 block of Linden Ave.
- C. The Friday Festival will take place in the 700, 800 & 900 blocks of Linden. Food booths will be open and there will be music at the Seal Fountain, Grotto Stage, & Main Stage.
- D. Arts and Crafts will be setup Saturday morning, and open Saturday and Sunday 10:00 AM-6:00 PM. On the 600 Block of Linden.
- E. Beer and wine sales manned by the Chamber of Commerce will cease at 9:15 PM on Friday, 9:15 PM on Saturday and 5:15 PM on Sunday, (45 minutes hour prior to closing).
- F. The music will stop at 10:00 PM on Friday, 10:00 PM on Saturday and 6:15 PM on Sunday.
- G. All vendors will cease selling at 10:00 PM on Friday, 10:00 PM on Saturday and 6:15 PM on Sunday.

2016 California Avocado Festival

Project Description and Outline

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3. SITE AND ACTIVITIES

- A. Linden Avenue (900): Is a mixed use area, Commercial Booths, Avocado Expo Tent and the High School Cheerleader's "Largest Vat of Guacamole" site.
- B. Linden Avenue (800): Food Booths will be concentrated on the east side of Linden, leaving a clear zone around the fountain. The fountain area will be left for acoustic music presentations. There will be tables and chairs in front of the Seal Fountain Stage and also on Wullbrandt Way. The Festival beer and wine booths will be located in this block. As well as in front of the Carpinteria Arts Council.
- C. Linden Avenue (700): Commercial South Exhibitors booths will be concentrated on this block. There will also be a flower tent for the Carpinteria Women for Agriculture, and a Ferris wheel.
- D. Linden Avenue (600): Arts & Crafts Booths with handmade items. Exhibitors have applied for the Festival and have been judged by a committee to minimize duplicate items, keep quality high, etc. Festival staff will control entry and exit of vehicles from this area.
- E. 8th Street will be the site of the Grotto Stage hosting the Jubilee Celebration Thursday night, VIP Party only on Friday night, musical acts Saturday and Sunday and all contests with covered seating.
- F. 7th Street between Yucca and Cactus will be the site for the Kid's Area and Kid's Stage.
- G. 9th Street (900 block): The Main Stage will be located between Yucca and Linden with a defined dance area directly in front of stage.
- H. Wullbrandt Way (900 block): Food Vendors, table and chairs for eating, free speech area, bathrooms.
- I. 8th Street (Between 900-800 block): refrigerated semi trailer for perishable food storage; Sheriffs Command Center vehicle, First Aid, Cert, Aware and Prepare, and Fire District will provide Fire Engine.
- J. The "Torrey Pine Site" will serve as a shuttle & bus drop off point. City Hosts will be on site. Bathroom facilities and waste containers will be provided. We have arranged with DAWG to provide a "Doggie Day Care" free of charge to participants. A 40' x 40' fenced enclosure with a staging area will be provided for and operated by DAWG volunteers. Kirby Auto Group will sponsor this year's Doggie Daycare. This location will also be used for bicycle valet, operated by the Santa Barbara Bicycle Coalition.

2016 California Avocado Festival
Project Description and Outline
08/18/2016

4. SHUTTLE BUS INFORMATION

- A. Shuttle Bus service is being contracted with Jump on the School Bus to transport attendees from the Carpinteria High School parking lot and Canalino School parking lot to a drop point located on the north side of Carpinteria Avenue. Between Bank of America and Linden Pub.
- B. Service starts at 10:00 AM on Saturday and Sunday and will continue until about ½ hour after the Festival officially closes.
- C. Shuttle & Parking fee is \$10 per vehicle and \$20 per tour bus. Tickets will be sold at the High School as a fundraiser for a school sponsored program, the Carpinteria High School Football Team.
- D. Local street directional signs will be provided to direct traffic to the parking area. A portable restroom will also be provided at both locations.

5. PARKING RESTRICTIONS

The following work will be performed by Public Works staff unless otherwise noted.

- A. Sleeves will be put on the 90 minute parking signs at Parking Lot #1 (rear) from early Friday morning until the end of Festival.
- B. Public Works will place “No Parking” signs at the following locations and times.

a. Carpinteria Ave (Eastbound) @ Linden Ave. to Maple:	Sat-Sun 9 AM-10 PM
b. Carpinteria Ave (Westbound) @ Eugenia to Linden:	Sat-Sun 9 AM-10 PM
c. Linden Ave: 600 block	Fri-Sun 7 AM-10 PM
d. Linden Ave: 700 block	Thurs-Sun 7 AM-10 PM
e. Linden Ave: 800 block	Thurs-Sun 8 AM-10 PM
f. Linden Ave: 900 block	Thurs-Sun 8 AM-10 PM
g. Vons Driveway Fronting on 800 Linden	Fri-Sun 8 AM-10 PM
h. Vons Driveway Behind Reading Room	Fri-Sun 8 AM-10 PM
i. 10. Deliver 4 barriers to Vons for Parking lot	Fri-Sun 8 AM-6 PM
j. 11. 7 th Street: 4900 Block to Cactus	Fri-Sun 8 AM-10 PM
k. 12. 7 th Street: 500 Block to Yucca	Fri-Sun 8 AM-10 PM
l. 13. 8 th Street: 4900(Von's & Cactus to Linden)	Thurs-Sun 8 AM-10 PM
m. 8 th Street: 5000, ½ block to alley	Fri-Sun 8 AM-10 PM
n. 15. 9 th Street: 4900, ½ block to alley	Thurs-Sun 8 AM-10 PM
o. 16. Wullbrandt Way (5000), ½ block to alley	Fri-Sun 8 AM-10 PM
p. 17. 9 th &Cactus: 4 parking spaces SW corner of lot 2	Fri-Sun 8 PM-10 PM
q. 18. 9 th Street from Yucca to Elm	Fri-Sun 8 AM-10 PM
r. 19. Behind Napa Auto parts, Lot 1, extra Handicap parking	Fri-Sun 8 AM-10 PM
s. 20. Vons Parking lot, 1 st row, fountain to corner	Fri-Sun 8 AM-10 PM
- C. Post “Permit Parking only” at the following locations. (Monitored by festival event staff)
 - a. 9th Street - As with past years, we will provide our musicians with a parking permit for that area.
 - b. The properties along the South side of 9th Street will be notified and, if requested, will be given parking permits (as we have in the past).

2016 California Avocado Festival

Project Description and Outline

08/18/2016

- c. 9th St. Permit parking will enter from Yucca and exit Elm.
- d. On the north side of 8th Street from Haggan's Driveway to Maple Ave.
- e. Cravens Parking on 6th Street (601 Linden) – permit by parking only for residents.
- D. Both drives from 9th St. to Parking lot 1 will be closed/barricaded (to allow for additional parking in Lot 1 and 9th Street in the entrance/exit area).
- E. Downtown irrigation is shut off in the Festival footprint.
- F. The Festival provides 2016 "Vendor Event Access Cards" for closed street areas for loading/unloading only as provided in the past. There are 5 areas designated by 5 different colors/60 of each:
 - a. Arts & Crafts
 - b. Commercial
 - c. Food
 - d. Entertainment
 - e. General

Please see attached for example.

6. STREET CLOSURES, DETOURS AND TRAFFIC CONTROL

The following work will be performed by Public Works staff unless otherwise noted.

- A. Street Closures will occur at the following locations:
 - a. The 700 block of Linden Ave. to Carpinteria Ave. Thursday, October 6th at 7:00 AM to Sunday, October 9th, 2016 and will be open by 11:00 PM.
 - b. 8th street between Elm Ave and Maple Ave, 9th street from Elm Ave to Linden, and Wullbrandt Way Thursday, October 6th through Sunday, October 9th, 2016 and will be open by 11:00 PM.
 - c. 600 Block of Linden Avenue to be closed from 6:00 AM Friday – 11:00 PM Sunday.
 - d. 8th Street between Cactus Avenue and Yucca from 8:00 AM Friday - 11:00 PM Sunday.
 - e. 9th Street between Cactus Avenue and Yucca from 8:00 AM Friday - 11:00 PM Sunday.
- B. Traffic detour signs will be placed at the following locations with respect to street closure times noted in above items #1 and #2.
 - a. Elm Avenue at 9th, 8th, and 6th Streets place (north/south arrow)
 - b. Maple Avenue at 8th, and 7th Streets (north/south arrow)
 - c. Linden Avenue, south of Carpinteria Avenue (east/west arrow)
 - d. Linden Avenue, north of Carpinteria Avenue (head of control cones)
 - e. Linden Avenue, north of 6th Street (south arrow)
 - f. No Parking on 8th Street from Von's Driveway to Elm – Operations parking
- C. Traffic control cones will be placed at the intersection of Carpinteria Avenue and Linden Avenue to detour southbound Linden Avenue traffic onto Carpinteria Avenue by way of left turn and right turn movements only.
- D. Traffic signal sequencing shall be modified by Public Works at the intersection of Carpinteria Avenue and Linden Avenue.

2016 California Avocado Festival
Project Description and Outline
08/18/2016

- E. Closed streets will be opened on Sunday night after vendors and equipment have been removed and street clean up is complete. Public Works will monitor area during cleaning and opening of streets. All Public Works items will be placed at corners for pickup on Monday morning. Items such as beverage trailers, portable restrooms and roll off containers will either be located on private property or be situated close to the curbs so as to not impede traffic or pose any hazards.
- F. Festival volunteers will pick up all shuttle bus direction signs.

2016 California Avocado Festival

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7. ALCOHOL SERVICE

We will be continuing our relationship with the Safe Servers program facilitated by the Carpinteria Valley Chamber of Commerce.

- A. The California Avocado Festival is the 2016 sole vendor of beer and wine in the public right-of-way at the Festival. Approval of this special event permit will permit such vending and suspend the City's ban on consumption in the specified public area for the Festival hours only.
- B. Beer and wine sales shall be from 1:00 PM to 9:15 PM on Friday, 11:00 AM until 9:15 PM on Saturday and 11:00 AM until 5:15 PM on Sunday.
- C. The Festival shall acquire the necessary ABC permit and insurance.
- D. Beverages will be poured into plastic containers unique to their operation.
- E. Consumption of beer and wine sold by the Festival shall be limited to the designated area on Linden Ave. between 8th Street and 9th Street including the Main Stage area on 9th Street, the Avo Performing Stage seating area and the small area of Wullbrandt Way. (see attached map).
- F. The Festival will hire a qualified guard to monitor compliance at each booth.
- G. The Festival will provide 12 guards around the perimeter of the festival to assure consumption occurs within the City's suspended ban areas (see attached map).
- H. The Festival will require alcohol server awareness training for shift volunteers.

8. POLICE, FIRE, SECURITY AND COMMUNICATIONS

- A. The Santa Barbara County Sheriff's Department controls all necessary law enforcement and procedures under contract to the City of Carpinteria.
- B. The Festival will provide for a licensed security guard service to handle property security before and after the Festival hours of operation. The Festival will contract for security on Wednesday, Thursday, Friday and Saturday evenings with the number of personnel to be determined based on the number and location of exhibits.
- C. The Festival requests either the "Command Post" vehicle from the Sheriff's Department or the Fire District's mobile trailer to serve as an emergency services point at the Festival. The Fire District will be contacted for the feasibility of having an on site EMT during the Festival.
- D. First Aid, EMT, and advanced life support will be provided through normal channels: Carpinteria-Summerland Fire District and American Medical Resources (SMART). Santa Barbara County regulates the positioning of paramedic vehicles and there is every effort to maintain availability within 5 minutes of the Festival area.

2016 California Avocado Festival
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- E. The Festival will obtain sufficient numbers of portable radios and/or cellular phones for troubleshooting, information requests, calls for service and emergencies. A portable or base station will be provided for the communications trailer to enhance the dispatching of EMT personnel.
- F. The Fire District will require proof of flame-resistance for each tent erected. In addition, proper fire extinguishers shall be provided by the tent contract for each booth employing open flame cooking or for larger enclosed tents, as required by the Uniform Fire Code.
- G. The County Sheriff's Department and event staff will enforce the "no dog" policy. Signs will be posted at all entries.

9. UTILITIES, SANITATION, TRASH, ETC.

We will be utilizing the team and systems from recent years to maintain our Zero Waste Status.

- A. The Festival will be responsible for the hook-up of all electrical appliances in a safe manner according to the Uniform Electrical Code. Vendors will be asked not to bring household type appliances or halogen lights because of their typically heavy draw on current.
- B. On-site trash and garbage will be collected by a professional janitorial service contracted by the festival for that purpose. Trash and Recycling will be disposed of in 3 40-yard roll-off containers (plus one smaller container) that are donated by E.J. Harrison & Sons of Ventura. They will be located in the Vons parking lot and on 7th Street. The contractor is also providing numerous collection receptacles in the Festival area.
- C. Festival volunteers will assist in overall clean up of the area around the Festival site and will supervise and assist the on-site clean up on Saturday and Sunday evenings.
- D. Appropriate containers for waste oils and grease will be provided for the food vendors and will be disposed of by a rendering company. The Festival will clean any excess grease or oils on the sidewalk or street. A post washing facility (self-contained) is being pursued for the food booth area. Food vendors are required to place appropriate flooring on the street to catch any cooking oils. All county health requirements will be met.
- E. Portable sanitary facilities will be provided at various locations: CHS, 9th and Yucca, 9th and Cactus, 8th and Yucca, 7th and Linden. The Festival will contract for servicing of the facilities once on Thursday twice on Saturday and once on Sunday. Toilets will be placed Thursday morning and picked up on Monday morning. Hand washing facilities will be placed at most sites.
- F. The Health Department of the County of Santa Barbara is the lead agency for controlling food vending at the Festival. All food vendors are required to attend a pre-Festival meeting at City Hall with Health Department officials and must undergo a final inspection prior to first sales on Thursday. All vendors will comply with Health Department rules and regulations.
- G. The Festival will supply standard and handicap bathrooms and sinks at City bathroom locations. City will lock City bathrooms.

2016 California Avocado Festival

Project Description and Outline

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10. INSURANCE

- A. The Festival will contract for a \$1,000,000 liability insurance naming the City of Carpinteria as an additional insured. The Festival will also provide proof of insurance as required to the Carpinteria Unified School District and any other property owners who make facilities available to the Festival.
- B. Proof of insurance is also required of all vendors who are selling any product/service at the Festival. Any Attraction using the City right-of-way will be required to include the city of Carpinteria as an "also insured" as well as the Festival.

11. PERMITS AND APPROVALS

- A. The following permits, approvals or notifications will be obtained by the representative agencies for the Festival:
 - a. Special Event Permit (City of Carpinteria).
 - b. Carpinteria Unified School District for use of parking facilities (Approved).
 - c. Affected vendors will be required to obtain a Sales Tax permit.
 - d. Food vendors will be required to obtain Public Health Department permits for their booths from County (through Festival).
 - e. City will request additional police services for the event from the Santa Barbara County Sheriff Department.
 - f. Carpinteria-Summerland Fire Department, emergency medical services and the local schools will be notified of all street closures by the event coordinator.

12. KEY FESTIVAL PERSONNEL

A. Gary Dobbins	Board President/Media Chair	448-4771 (cell)
B. Mike Lazaro	Operations/Entertainment	403-7631(cell)
C. Gregg Carty	Mayor/Contests/Compliance Chair	566-3321(work)
D. Anthony Staal	Logistics/Board Member	452-6214 (cell)
E. Emily Miles	Expo Chair/Board Member	452-6884(cell)
F. Heather Jenkins	Finance Chair/Board Member	689-1749(cell)
G. Eydie Kaufman	Commercial Venue/Guest Services/Safety	403-5332(cell)
H. Samantha Maas	Executive Administrator	684-0038(office) 448-4044(cell)



California Avocado Festival

2016 Alcohol Footprint =

A, B, & C = Festival Beer/Wine Booths



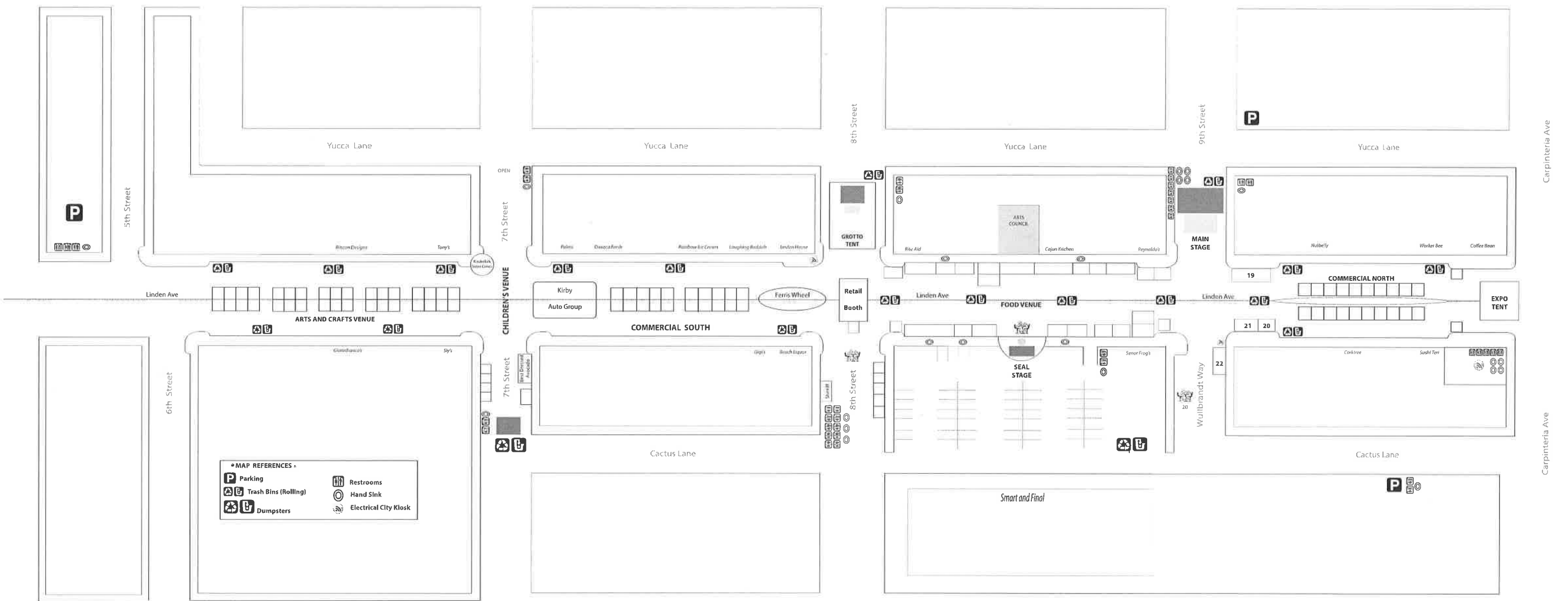
NOT TO SCALE

Festival Hours

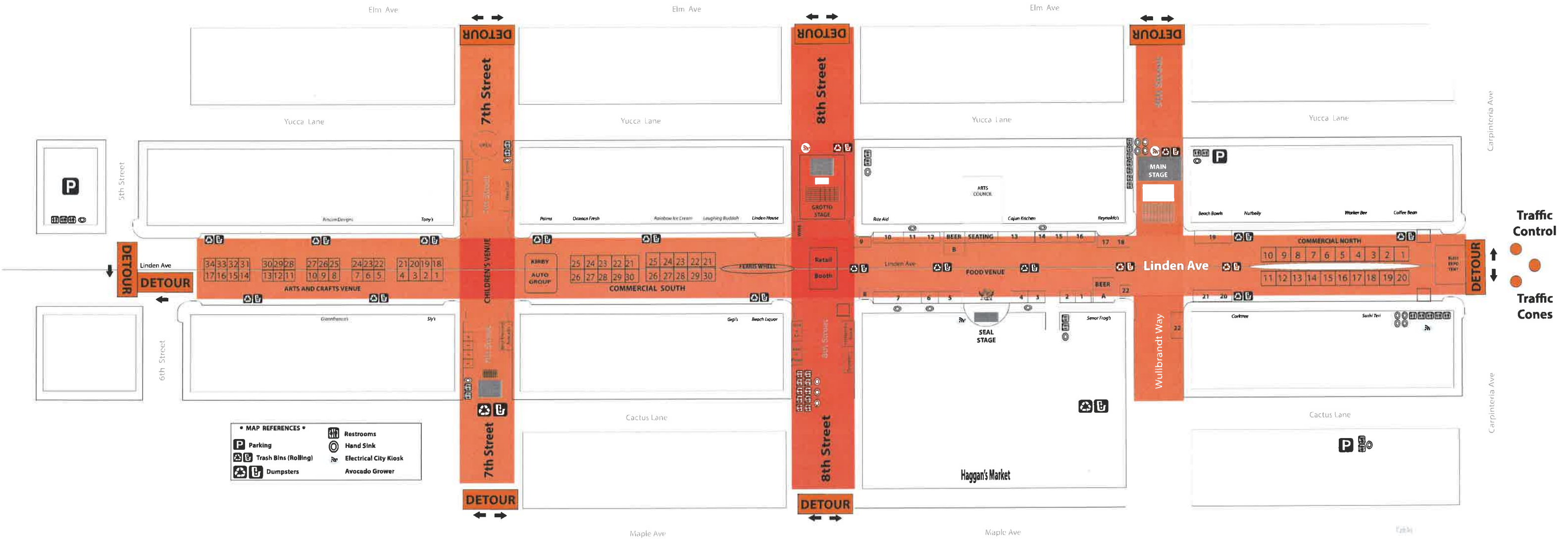
Friday, Oct. 7th - 1:00 PM - 10:00 PM
Saturday, Oct. 8th - 10:00 AM - 10:00 PM
Sunday, Oct. 9th - 10:00 AM - 6:00 PM

Alcohol Sales Hours

Friday, Oct. 7th - 1:00 PM - 9:15 PM
Saturday, Oct. 8th - 10:00 AM - 9:15 PM
Sunday, Oct. 9th - 10:00 AM - 5:15 PM

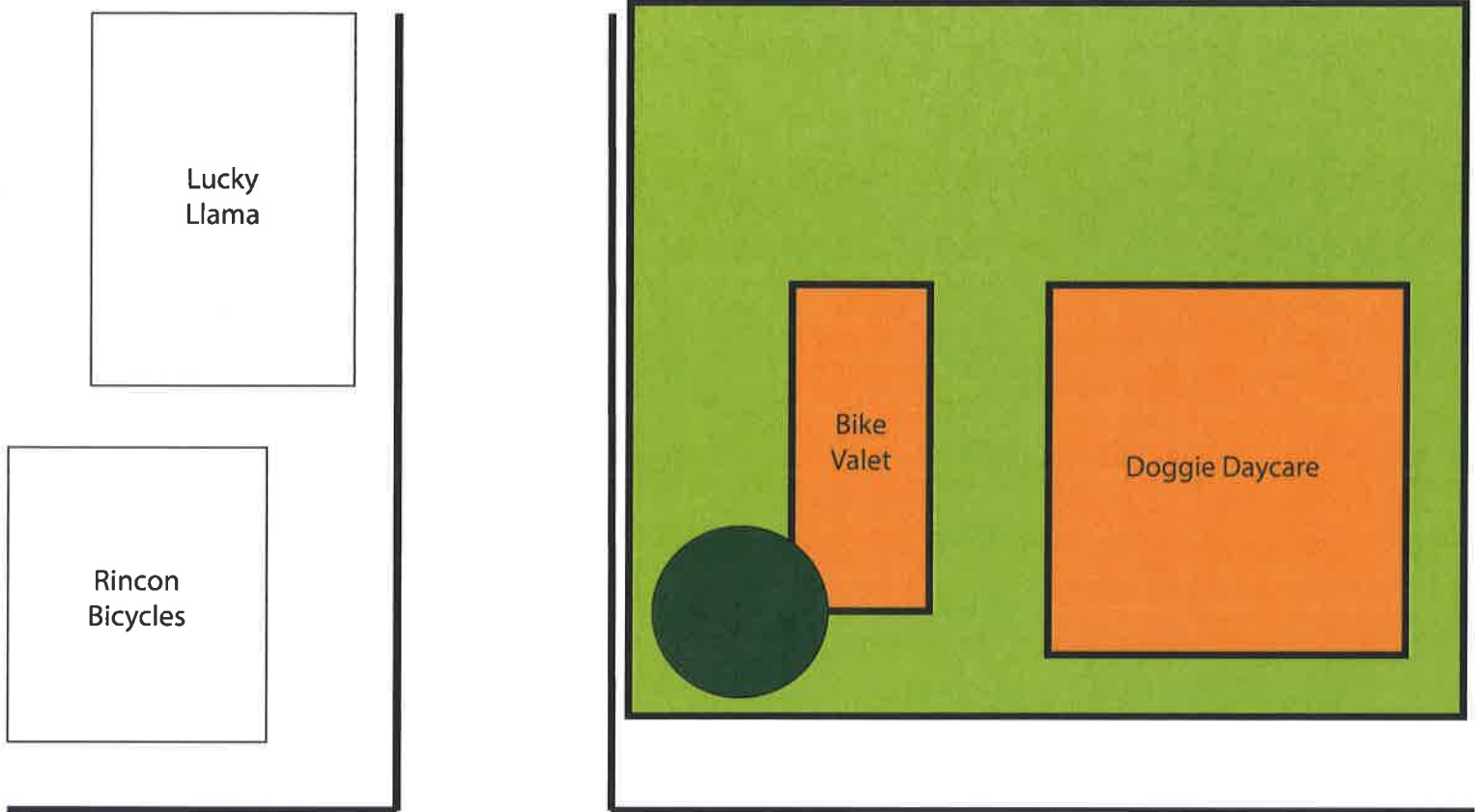


2016 CALIFORNIA AVOCADO FESTIVAL
ROAD CLOSURES, DETOURS, and TRAFFIC CONTROL MAP



2016 California Avocado Festival

Doggie Daycare and Bike Valet - Saturday/Sunday only



Carpinteria Ave

ATTACHEMENT B
Avocado Festival Special Conditions

**CITY OF CARPINTERIA
SPECIAL EVENTS PERMIT
CONDITIONS OF APPROVAL
FOR THE 2016 CALIFORNIA AVOCADO FESTIVAL**



The 2016 California Avocado Festival Special Event Application and "Project Description and Outline" in its entirety, is incorporated into this Special Event Permit. This permit and the following special conditions supplement the Project Description and Outline and are established pursuant CMC 10.68, Special Event Permits. In case of a conflict between the Special Event Permit application and materials and the following conditions of approval, the conditions shall take precedence.

1. The Festival Committee shall properly notify the downtown merchants and nearby residents of Festival events no less than 1 week prior to the beginning of the Festival. The Festival Committee shall coordinate with the weekly Farmers Market and Carpinteria Creative Arts event to move to Parking Lot #3 on Thursday, October 6, 2016.
2. All City, State, and Local laws shall be complied with.
3. The operator of the event shall establish event rules for attendance whereby animals (except assistance for the disabled) and conduct/activities that threaten pedestrian safety, including but not limited to bicycle riding and skateboarding within the event grounds, are prohibited. Event operators shall post the rules at all entrances to the event. Event operators shall be responsible for monitoring and enforcement, which may include requesting violators to leave the event.
4. In order to protect the safety of the public, the event operator shall establish event rules for exhibitors whereby operating standards and prohibited conduct are described, including but not limited to: compliance with the City's single-use bag regulations and prohibition on the use of non-recyclable plastic take-out food containers; set-up and tear-down schedule; vehicle access and parking; and security and display parameters. Event rules shall be provided to each exhibitor and vendor prior to the event and receipt acknowledged by signature thereof.
5. Festival operation staff shall ensure that festival events and commercial participants are notified to cease activity and close booths by the hour approved by this permit. This shall be done by personal conversation at least one half-hour prior to the close of each festival day.
6. Minor modifications to these conditions, pursuant to requests from an authorized Avocado Festival representative, may be approved by the City Manager.
7. The Avocado Festival Committee is hereby held responsible to maintain the site in a clean, neat and orderly fashion at all times. All trash shall be properly

disposed of and all display booths and/or related festival supplies shall be removed. The Festival is responsible for maintenance of City trash cans within and near the event boundaries.

8. By October 24, 2016, the California Avocado Festival shall provide a report to the City that describes the total amount of waste generated from the event and the amount of material diverted from landfills for recycling.
9. A Festival representative shall sign these conditions prior to issuance of the Special Events Permit.
10. Gross receipts subject to sales tax shall be reported to the State Board of Equalization in a manner designating the City of Carpinteria as point of sale.
11. The Festival shall provide certificates of insurance per the requirements on the second page of the application prior to the event.
12. Alcohol sales shall be limited to the hours specified in the application: Friday, 1:00 pm to 9:15 pm; Saturday, 11:00 am to 9:15 pm; and Sunday, 11:00 am to 5:15 pm. No open outside beverage containers shall be allowed within the event boundaries.
13. Festival Committee shall meet with City staff, Sheriff's Department personnel, and effected local liquor store and restaurant owners prior to the event to discuss the sale of alcohol during the event.
14. Street closures, detours, traffic control, and parking restrictions shall be regulated as specified in the Project Description and Outline dated August 18, 2016.
15. The California Avocado Festival shall comply with Municipal Code §8.52 Smoking Regulations. The Code prohibits smoking in all public places where other persons can be exposed to secondhand smoke. Pursuant to §8.52.060 D, the applicant shall designate a smoking area where smoking may be permitted subject to the conditions listed in §8.52.060 C
16. The 2015 California Avocado Festival shall pay for all law enforcement costs related to the event above the City's \$5,000.00 contribution.

APPROVED BY THE CITY COUNCIL ON SEPTEMBER 12, 2016.

I HAVE READ, UNDERSTOOD, AND WILL COMPLY WITH THE ABOVE STATED
CONDITIONS.

Avocado Festival Representative:

Printed Name

Signature

Date



City of Carpinteria

COUNCIL AGENDA STAFF REPORT September 12, 2016

ITEM FOR COUNCIL CONSIDERATION

Operating Agreement for a portion of Carpinteria State Beach.

STAFF RECOMMENDATION

Action Item X; Non-Action Item ____

That the City Council approve the proposed Operating Agreement with the California Department of Parks and Recreation and Authorize the Mayor to execute it.

Motion: I move to authorize the Mayor to execute the Operating Agreement with the California State Department of Parks and Recreation.

BACKGROUND

In 1994 the City of Carpinteria (City) and the California State Department of Parks and Recreation (State) entered into an agreement involving the improvement, maintenance and operation of the Linden Field. Pursuant to this agreement, the City replaced the irrigation system of the Linden Field, installed parking lot infrastructure improvements and agreed to maintain the turf area. In exchange, the City received some revenue from State Beach day use parking lot fees. The revenue collected by the City was not adequate to cover expenses, but the community's use of a new sports field and improved downtown ambiance was thought to be a sufficient value to warrant the effort.

The State retained the responsibility to program use of the field and the City did not have any involvement in scheduling field use or enforcing rules.

In addition, an automobile entrance and automated parking permit machine was added to the State parking area off of Linden Avenue to improve traffic conditions. The automated parking permit machine was operated by the City (later automated parking permit systems were prohibited by the State and required to be removed.) In 1999, the Agreement was extended through 2004.

In 2004, the Agreement was renegotiated with modified provisions that included additional revenue to the City so that its maintenance costs would be covered. In addition, the State discontinued use of the field for organized sports programming.

In 2007, the Agreement was amended to allow for the construction of the Tomol Interpretive Play Area and the Palm to Linden Trail. These improvements were completed in 2012.

Through an informal verbal agreement, the City placed a seasonal access pathway, picnic tables and a seasonal beach store at the South Linden Picnic Location. The City has also maintained landscaping and conducted litter abatement and other routine property management tasks.



The City has been notified by the State that due to changes in its administrative and operational policies, a new comprehensive Agreement is required.

DISCUSSION

The purpose of this matter is to allow the City Council to consider the proposed agreement and if appropriate, approve it.

A new proposed Agreement has been negotiated that relieves the City of some obligations and establishes new obligations and privileges. These changes may be summarized as follows;

1. The State will assume maintenance of the Linden Field including turf care, gopher abatement, tree maintenance, water and other maintenance costs.
2. The State will discontinue providing the City revenue to compensate for its maintenance costs of the Linden Field. This amount was adjusted annually (\$29,500 in FY 15/16).
3. The City will continue to maintain the Tomol Interpretive Play Area, the Palm to Linden Trail and the South Linden Picnic Area. (The Carpinteria Morning Rotary Club provides maintenance services for the Tomol Interpretive Play Area, but the City retains maintenance responsibility.)
4. The City may operate a concession store in the South Linden Picnic Area. All concession revenue may only be used to maintain the premises.

5. The City may conduct one special event in the day use areas per year without use fees. This special event may last up to 72 hours. There is no fee for use, but the City will be responsible for State employee wages for time required to monitor the event.
6. The State is responsible for water to the Tomol Interpretive Play Area and the Palm to Linden Trail at no cost to the City.
7. The State will continue to be responsible for law enforcement services to all areas included in the Agreement.
8. Both the City and the State agree to reciprocal language regarding indemnification.

In anticipation of the proposed Agreement being enacted, the City has been coordinating with State on implementation of the changes and is satisfied that they can go into effect immediately upon City Council approval. In addition, the Carpinteria Valley Water District and the turf maintenance company have been informed of a possible pending change in account status and provision of service, respectively.

The term of the Agreement is for five years and may be extended upon mutual agreement for an additional five years.

POLICY CONSISTENCY

The geographical areas germane to this operating agreement are physically and visually connected to the City's downtown area. The City's effort to install and maintain a play area, picnic area and a segment of the Coastal trail is being well utilized by the public consequently demonstrating its value. The Palm to Linden Trail area includes a drainage that the City restored as a bioswale that improves water quality in the Salt Marsh and ocean helping to meet storm water quality goals.

The Carpinteria General plan contains references to providing recreational trails and park amenities throughout the City.

- **CD-8b.** To provide convenient pedestrian routes, the existing network of automobile lanes, trails and pedestrian ways in the Downtown District and adjacent neighborhoods should be preserved, reinforced and extended into other neighborhoods. This pedestrian network should be in addition to, not in lieu of, pedestrian ways on the streets.
- **OSC-14** directs the City to pursue the provision of adequate parks and open space for all community members.

- **OSC-15a.** The City's trail system shall be maintained and expanded upon based upon Figure C-3, the Trails Map, and, if approved by the Coastal Commission in an amendment to its Local Coastal Plan, the Trails Master Plan or similar implementing document.
- **OSC-14a.** Increase coastal and recreational access for all segments of the population, including the disabled and elderly, while protecting natural resources, particularly environmentally sensitive habitat areas.

FINANCIAL CONSIDERATIONS

Cost directly attributed to the previous agreement included turf management, water costs, pest control, tree care, inspection and miscellaneous repair.

The City received funds to cover those expenses from day use parking fees. This amounted to approximately \$29,500 in FY 15/16.

Although costs varied from year to year, in general, the funds received under the previous agreement were adequate to cover costs of the agreement related to the Linden Field only.

The proposed new agreement does not provide for any payments of day use parking revenue to the City but instead grants the City some privileges to either avoid costs or to create opportunities to earn funds through entrepreneurial activities. The Agreement provides that the City may hold one special event per year using the day use areas of the Carpinteria State Beach. The Carpinteria Triathlon, a City sponsored event, could benefit from this provision of the agreement. Previously the event paid approximately \$3,500 for day use area rental fees that would be granted at no cost should the proposed agreement be approved.

Additionally, the proposed agreement allows the City to operate a concession at the end of Linden Avenue in Area 2 as shown on Exhibit A. The City has operated a small retail concession there each summer since 1996 with the verbal consent of the State. The concession has operational goals to be informational, visitor friendly, provide seasonal jobs and to be profitable.

An accounting analysis of how the previous and proposed agreements may affect City finances is displayed below. Actual outcomes will vary.

Description	Previous Agreement	Proposed Agreement	Difference
Revenues			
Day Use Parking	\$29,500	\$0.00	-\$29,500
Retail Concession ¹	\$10,000	\$10,000	\$0.00
Total Revenues	\$39,500	\$10,000	-\$29,500
Expenses²			
Water Costs ³	\$19,000	\$0.00	-\$19,000
Turf Care	\$8,400	\$0.00	-\$8,400
Pest control	\$1,800	\$1,800	\$0.00
Tree Care ⁴	\$1,500	\$1,000	-\$1,000
Palm to Linden Trail	\$10,000	\$10,000	\$0.00
Tomol IPA ⁵	\$6,000	\$6,000	\$0.00
Special Event Field Rental	\$3,500	\$0.00	-\$3,500
Picnic Area Maintenance	\$5,000	\$5,000	\$0.00
Miscellaneous	\$6,000	\$3,000	-\$3,000
Total Expenses ⁶	\$61,200	\$26,800	-\$34,400
Net	-\$16,700.00	-\$11,800	\$4,900

As can be seen, the financial impact to the City if the proposed agreement is approved may be favorable.

LEGAL

¹ Concession results vary each season due to factors including weather.

² Expenses are calculated estimates intended for general analysis purposes only.

³ Water costs vary greatly due to weather, especially during a drought. 2013 consumption was used in this analysis with 2016 rates.

⁴ Tree care costs can vary greatly. Some years may be zero while other years safety pruning is required. The City safety prunes trees based upon a qualified arborist's written opinion.

⁵ The Carpinteria Morning Rotary Club provides significant routine maintenance to the Tomol Interpretive Play Area. The City provides ancillary services.

⁶ No administrative overhead is included. If included, costs shown would be higher.

The City Attorney has reviewed the agreement and is prepared to answer questions.

OPTIONS

The City Council could suggest revisions to the Agreement or direct Staff not to pursue an agreement.

PRINCIPAL PARTIES EXPECTED AT MEETING

Victor Bjelajac
District Superintendent
California State Parks/Channel Coast

ATTACHMENTS

Final Draft, Operating Agreement with City of Carpinteria for Carpinteria State Beach

Staff contact: Matthew Roberts, Parks and Recreation Director
(805) 755-4449 Mattr@ci.carpinteria.ca.us


Signature


Signature

Reviewed by: Dave Durflinger, City Manager

Operating Agreement

with

City of Carpinteria

for

Carpinteria State Beach

STATE OF CALIFORNIA – NATURAL RESOURCES AGENCY
DEPARTMENT OF PARKS AND RECREATION
CONCESSIONS DIVISION
1416 NINTH STREET, 14TH FLOOR
SACRAMENTO, CA 95814



OPERATING AGREEMENT

for

Carpinteria State Beach

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OPERATING AGREEMENT

with

City of Carpinteria

for

Carpinteria State Beach

THIS OPERATING AGREEMENT (Agreement), by and between STATE OF CALIFORNIA, acting through the Department of Parks and Recreation, hereinafter referred to as "**State**", and the City of Carpinteria, a Municipal Corporation, hereinafter referred to as "**City**".

WITNESSETH:

Whereas, pursuant to the provisions of Section 5080.30, et seq., of the California Public Resources Code, State may enter into an operating agreement with any city, county, district, public agency, or combination thereof of the State of California for the care, maintenance, administration, and control of lands under the jurisdiction of State for the purpose of the state park system; and

Whereas, State has acquired for park and recreational purposes certain real properties known as Carpinteria State Beach within Santa Barbara County; and

Whereas, State and City desire to enter into an Agreement for the City to provide for the daily operation and management of certain areas of Carpinteria State Beach,

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereto agree as follows:

1. **PREMISES**

- A. State authorizes City to develop, operate, control, and maintain (collectively defined herein as "Control") those portions of Carpinteria State Beach, as shown in **Exhibit A**, attached and hereby made a part of

this Agreement, hereafter "Premises." The term "Control," as used herein shall not include regulation of public use and the public's conduct, or enforcement of State laws, codes, and/or policies. As explained more fully in Paragraph 10, the State shall maintain responsibility for providing all code and law enforcement services for the Premises.

- B. The Premises are comprised of the South Linden Beach and Picnic Area, the Tomol Interpretive Play Area, and the Palm to Linden Trail, as identified on Exhibit A.

City agrees to Control Premises as described herein, including facilities covered by this Agreement, and agrees that at the time the City takes Control, such Premises will exist in their present condition "AS IS" with all faults, and agrees to maintain the same in a safe and tenable condition, and, at any termination of this Agreement, to promptly return control of the Premises back the same to State in the same or better condition, reasonable wear and tear excepted. Notwithstanding the foregoing, City shall not be obligated to make any alterations, additions, or betterments to the Premises. During the term of this Agreement, State shall not be obligated to make any alterations, additions, or betterments to the Premises except as otherwise provided for in this Agreement.

2. TERM

The term of this Agreement shall be for a period of five (5) years, with the option to extend, upon mutual agreement between City and State, for up to an additional five (5) years. This Agreement shall not be effective until the first of the month following approval by the State of California, Department of General Services. If exercised, the option to extend shall be by written agreement by City and State, as provided herein, prior to expiration of the initial term. Should City hold-over after the expiration of the term of this Agreement with the express or implied consent of the State, such holding-over shall be deemed to be a tenancy from month-to-month at the herein stated prescribed rent as set forth in this Agreement subject otherwise to all the terms and conditions of this Agreement.

3. USE OF PREMISES

City agrees to Control the Premises as a public park, beach, and/or public use

area, in a good and workmanlike manner. Premises shall at all times be accessible and subject to the use and enjoyment of the general public, and subject at all times in the matter of such use and enjoyment to the jurisdiction of the City in conformity with the Agreement. City also agrees to Control Premises as follows:

- A. In Area 2, identified on Exhibit A, City is authorized to place a small trailer, no larger than 300 square feet, on the Premises for the sale of beach sundries as approved by State. City shall submit to State for its approval a merchandise list no later than March 1st annually. Operation by non-city employees and volunteers is prohibited when conducting sales at this location.
- B. City may, but has no obligation to, propose rules and regulations for the use and enjoyment of the Premises by the public with State prior approval. Any such rules and regulations proposed by City shall conform to and be consistent with the rules and regulations adopted by State and generally applicable to the California State Park system. The Premises shall not be used for any purpose other than those permitted by this Agreement.
- C. City shall not use the Premises to be used in whole or in part during the term of this Agreement for any purpose other than as herein set forth without the prior written consent of the State.

4. CONSIDERATION

- A. In consideration of the services to be performed by City, pursuant to this Agreement, State hereby authorizes the City's use of the Premises, as well as the Carpinteria State Beach Day Use Areas, as identified on Exhibit A, as follows. City shall be permitted to provide the public with open access to and use of the Premises free of charge. Notwithstanding the foregoing, State may restrict public access to the premises when necessary for public safety or maintenance.
- B. All concession revenues earned by the City on the Premises must be used within Carpinteria State Beach to support the Premises.
- C. City shall be allowed to have one special event per year within Carpinteria State Beach Day Use Areas or the Premises at no charge to City except

for full recovery of state employee wages for time required to monitor event. A "special event" is not considered a concession under this Paragraph and may last up to 72 hours. With the exception of one special event as referenced above, any income to City derived from its Control of Premises for services, benefits, or accommodation to the general public, or otherwise, shall be used only for the maintenance, operation, administration, improvement, or development of lands and/or facilities located within Carpinteria State Beach.

5. CONSTRUCTION AND COMPLETION OF IMPROVEMENTS

- A. At no cost or expense to State, City may undertake new construction, reconstruction, alteration, and maintenance to enhance public recreation facilities subject to prior written approval by State. Although the State has no obligation, the State may choose to share the costs of such new construction, reconstruction, alteration, and maintenance to enhance public recreation facilities. In the event that City desires to make modifications, improvements, or additions to the Premises or any part of the Premises, including changes to structural design, landscape design, or interior or exterior fixtures and/or design, , (collectively "Alteration(s)"), written approval by State shall be obtained prior to the commencement of any Alterations. State shall dictate the plan approval process. Notwithstanding the foregoing, the City may engage in minor changes to the existing furnishings on the Premises, such as relocation and replacement, without prior written approval by the State. All modifications and additions shall be made in accordance with State's standards for construction and completion of improvements. Further, all Alterations shall be made in accordance with State's general planning principles and with all applicable state and federal laws, rules and regulations. For all Alterations erected on the Premises by City, upon completion of construction, City shall (1) record a Notice of Completion, with a copy provided to the State; (2) provide State with a complete set of "as-built"

plans for all improvements in a format reasonably acceptable to State; (3) submit evidence that all improvements are clear of any mechanic's liens or stop notices; (4) submit a verified accounting of the cost for Alterations, excluding equipment, site furnishings, and trade fixtures that are the personal property of City; and (5) submit a verified report demonstrating full compliance with the pertinent state and federal accessibility laws, including but not limited to, the Americans with Disabilities Act of 1990, Titles II.

- B. Once prior approvals, permits, etc. have been received as required herein above, and the work on any Alteration has begun, City shall prosecute to completion with reasonable diligence all approved Alterations. All work shall be performed in a professional manner, and will comply substantially with plans and specifications submitted to State as required herein and with all applicable governmental permits, laws, ordinances, and regulations. It shall be the responsibility of City, at its own cost and expense, to obtain all licenses, permits, security, and other approvals necessary for the construction of approved Alterations. City shall comply with public bidding requirements as set forth in the California Public Contract Code, when applicable.
- C. Title to all Alterations existing or hereafter erected on Premises, regardless of who constructs such improvements, shall immediately become State's property, and, upon termination of this Agreement, all improvements shall become part of the realty and title to the Premises and shall vest in State, without compensation to City. City agrees never to assail, contest, or resist said title. The foregoing notwithstanding, State may elect, by notice to City, that City must remove any Alterations that are peculiar to City use of the Premises and are not normally required or used by State and/or future occupants of the Premises. In this event, State shall bear the cost of restoring the Premises to their condition prior to the installment of the Alterations.

6. MAINTENANCE OBLIGATIONS OF CITY

A. During the term of this Agreement and at City's own cost and expense, City shall Control the Premises including equipment, personal property, and alterations or improvements of any kind that may be erected, installed, or placed thereon in a clean, safe, and sanitary condition reasonably free of trash, garbage, or obstructions of any kind. During the term of this Agreement it shall be the City's responsibility to insure that the Premises are maintained to the reasonable satisfaction of State. All construction, operation, and maintenance shall be in accordance with all laws, codes, regulations, ordinances, and generally accepted industry standards pertaining to such work.

B. Should City fail, neglect, or refuse to undertake and complete any required maintenance, and such failure, neglect, or refusal continues for thirty (30) days after written notice thereof from the State, State shall have the right to perform such maintenance or repairs for the City. In this event, City shall promptly reimburse State for the cost thereof, provided, however, that State shall first give City ten (10) days written notice of its intention to perform such maintenance or repairs. State shall not be obligated to make any repairs to or maintain any improvement on the Premises. City hereby expressly waives the right to make repairs at the expense of the State and the benefit of Sections 1941 and 1942 of the California Civil Code relating thereto, if there be any. State has made no representations respecting the condition of the Premises, except as specifically set forth in this Agreement.

C. State reserves the right to enter the Premises for inspection and work related to its care and maintenance during the term hereof, provided that State shall give City reasonable written notice of its intention to do any of the work herein mentioned before such work is undertaken.

7. CONCESSIONS

Subject to prior written approval by State, City may grant concessions in or upon the Premises consistent with the requirements of State under Sections 5080.33 and 5080.34 of the California Public Resources Code. All concession contracts shall be

subject to the requirements of the California Public Resources Code Section 5080.20 and shall be assumable and/or subject to termination by State, at State's sole discretion, in the event this Agreement is terminated by its terms. Further, all concession agreements shall be made subject to audit by State. State shall have the right, through its representative and at all reasonable times, to examine and copy all working papers supporting Concessionaire's annual financial statement. In addition, the State, acting through its representative, may conduct additional independent reviews of the concession operations upon written notification of such intent to City.

8. TAXES

City, by signing this Agreement, acknowledges that occupancy interest and rights to do business on State property may create a possessory interest as that term is defined in Revenue and Taxation Code Section 107.6, which possessory interest may subject a concessionaire to liability for the payment of property taxes levied on such possessory interest. City and/or any concessionaire engaged by City shall pay all lawful taxes, assessments, or charges that may be levied by the State, County, City, or any tax or assessment levying body at any time upon any interest in or created by this Agreement, or any possessory right that City and/or any concessionaire may have in or to the Premises covered hereby or the improvements thereon, by reason of City and/or any concessionaire's use or occupancy thereof or otherwise, as well as all taxes, assessments, and charges on goods, merchandise, fixtures, appliances, equipment, and property owned by City and/or any concessionaire in or about the Premises.

9. RECORDS AND ACCOUNTS

A. At all times during the term of this Agreement, City shall keep separate, true, and complete books, records, and accounts of all income and fees received and all expenditures made by City in relation to concessions, events, special services, and all other matters incident to the development, control, and operation of the Premises. City shall report said income and expenditures to State in accordance with **Exhibit B** Annual Revenue and Expenditure Report, or in a similar format acceptable to State on an annual basis, which annual report

shall be submitted for the period commencing July 1st and ending June 30th of each reporting year, and shall be filed with State no later than the following September 30th. In addition, within forty-five (45) days of the expiration or termination of this Agreement, City shall submit to State a statement of income and expenditures for the period of operation not previously reported, prepared as set forth above.

B. The books, records, and accounts applying to the operation of the Premises and kept by City shall be open for audit or inspection by State at all reasonable times. All records shall be kept by City for a period of at least four (4) years. City shall be subject to State's audit requirements and remedies as set forth herein.

10. UTILITIES AND SERVICES

- A. City shall be responsible for all expenses resulting from utilities supplied to the Premises, with the exception of water supplied to Premises Area 1 identified on Exhibit A. City shall be responsible for distribution systems and all related expenses within the Premises.
- B. State shall provide sufficient water to support landscape plant health on the Premises pursuant to good and workmanlike landscape management practices.
- C. State shall provide all code and law enforcement services (pursuant to State laws, codes, and policies), including but not limited to special event permit review, issuance, monitoring and enforcement, for the Premises. State shall cooperate with City to ensure that code and law enforcement services prevent unreasonable damage to the Premises, to the extent feasible.

11. INSURANCE

Neither State or City shall not be required to procure insurance specifically for the Agreement as each is self-insured to respond to, defend, and pay any claims or demands that may arise or be levied against it for damages to persons or property arising out of activities undertaken for which it is responsible pursuant to this

Agreement. In the event either party is currently, or becomes, insured for activities carried out under this Agreement, such party shall cause the other party to be named as additionally insured by an endorsement to such insurance policies.

12. HOLD HARMLESS AGREEMENT

City shall indemnify, hold harmless, and defend State, its officers, agents, and employees against any and all claims, demands, damages, costs, expenses, or liability costs, (including but not limited to attorney fees, experts fees, and costs of suit), arising indirectly or directly out of the City's Control of the Premises, or in any way related to the performance of this Agreement by City, by reason of its acts or omissions relating to the Premises and/or its obligation pursuant to this Agreement and/or by reason of injury, death, property damage, or any claim arising from the alleged violations of any state or federal law, statute, or regulations, including but not limited to the Americans with Disabilities Act of 1990 Titles I, II and III ["ADA"], however caused or alleged to have been caused, provided, however, in no event shall City be obligated to defend or indemnify State with respect to the negligence or willful misconduct of State, its employees, or agents (excluding City herein, or any of its concessionaires.).

In the event State is named as co-defendant in a legal action under the provisions of the Government Code Section 810 et seq., and served with process of such legal action, State shall immediately notify City of such fact and City shall represent State in such legal action as provided herein unless State undertakes to represent itself as co-defendant in such legal action, in which event State shall bear its own litigation costs, expenses, and attorney's fees.

In the event judgment is entered against State and City because of the concurrent negligence of State and City, their officers, agents, or employees, an apportionment of the liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

State shall indemnify, hold harmless, and defend City, its officers, agents, and employees against any and all claims, demands, damages, costs, expenses, or liability costs, (including but not limited to attorney fees, experts fees, and costs of suit), arising indirectly or directly out of the development, operation, or maintenance of the Premises

by State, or in any way related to the performance of this Agreement by State, by reason of its acts or omissions relating to the Premises and/or its obligation pursuant to this Agreement and/or by reason of injury, death, property damage, or any claim arising from the alleged violations of any state or federal law, statute, or regulations, including but not limited to the Americans with Disabilities Act of 1990 Titles I, II and III ["ADA"], however caused or alleged to have been caused, provided, however, in no event shall State be obligated to defend or indemnify City with respect to the negligence or willful misconduct of City, its employees, or agents (excluding State herein, or any of its concessionaires.).

In the event City is named as co-defendant in a legal action under the provisions of the Government Code Section 810 et seq., and served with process of such legal action, City shall immediately notify State of such fact and State shall represent City in such legal action as provided herein unless City undertakes to represent itself as co-defendant in such legal action, in which event City shall bear its own litigation costs, expenses, and attorney's fees.

In the event judgment is entered against State and City because of the concurrent negligence of State and City, their officers, agents, or employees, an apportionment of the liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

13. EMINENT DOMAIN PROCEEDINGS

If the Premises or any portion thereof is taken by proceedings in eminent domain, State shall receive the entire award for such taking.

14. PROHIBITIONS AGAINST ASSIGNING, SUBLETTING

This Agreement and/or any interest therein or thereunder shall not be assigned, delegated, mortgaged, hypothecated, or transferred by City without obtaining the prior written consent of State.

15. NOTICES

Any notice and/or report required to be given or that may be given by either party to the other shall be deemed to have been fully given when made in writing and deposited in the United States Postal Service, postage prepaid, and addressed as follows:

State: Department of Parks and Recreation
Channel Coast District
911 San Pedro Street
Ventura, California 93001
(805) 585-1840

City: City Manager
City of Carpinteria
5775 Carpinteria Avenue
Carpinteria, California 93103
(805) 684-5405

Copy to: Department of Parks and Recreation
Marketing and Business Development Division, Room 1442-7
P.O. Box 942896
Sacramento, California 94296-0001

16. DEFAULTS AND REMEDIES

Any failure by a party to this Agreement to observe or perform a provision of this Agreement, where such failure continues for thirty (30) days after written notice of such failure, shall constitute a default and breach of this Agreement. However, if the nature of the default is such that it cannot be reasonably cured within the thirty (30) day period, the offending party shall not be deemed to be in default if an effective cure is commenced within the thirty (30) day period and thereafter diligently prosecuted to completion. Upon an event of default by State, City shall have the right to terminate this Agreement by providing written notice to State.

Upon an event of default by City, State shall have the right to terminate this Agreement and obtain immediate possession of the Premises at any time by written notice to City. In such event, State shall be entitled to all rights and remedies at law and/or in equity, including but not limited to, costs and expenses incurred by State in recovering possession of and/or restoring the Premises, and compensation for all detriment proximately caused by City's failure to perform its obligations under this Agreement.

17. TERMINATION

A. Notwithstanding the provisions of Section 16, DEFAULTS AND REMEDIES, either party may terminate this Agreement for any reason, or for no reason at all. The party who wishes to terminate the Agreement shall give written notice of its intention no later than one hundred and twenty (120) days before the scheduled termination date. Such notice shall be given in writing and shall be effective on the date given in the notice as the scheduled date for the termination of the Agreement.

B. In the event that the State is the party choosing to terminate the Agreement, the State shall pay to City on the termination date a sum of money equal to the depreciated cost of the improvements installed or constructed upon the Premises by the City with the following exceptions, (a) improvements erected with funds realized through income from the Premises, and (b) improvements the cost of which City has been paid or reimbursed by State through grants or other sources. It is expressly understood that the reimbursement provisions are not applicable where State terminates this Agreement for any default on the part of City. In the event of default, bankruptcy, insolvency, abandonment, or termination of Agreement upon City's request, the reimbursement provisions shall not apply and shall not be considered an obligation of the State.

C. State may not commence termination proceedings until such time as the funds required for such termination and reimbursement have been obtained through appropriations by the Legislature and through the normal budgeting process of the State.

D. In the event the State is unable to hire employees to perform the duties as described in this Agreement, the State maintains the right to terminate the Agreement with a 30-day written notice to City.

18. SURRENDER OF THE PREMISES; HOLDING OVER

A. Surrender: On expiration or within thirty (30) days after earlier termination of this Agreement, City shall surrender the Premises to State with all fixtures, improvements, and Alterations in good condition, except for fixtures, improvements, and Alterations that City is obligated to remove. City shall remove all of its personal property and shall perform all restoration required by the terms of this Agreement within the above stated time unless otherwise agreed to in writing.

If City fails to surrender the Premises to State on the expiration, assignment, or within thirty (30) days after earlier termination of the term as required by this Section, City shall hold State harmless for all damages resulting from City's failure to surrender the Premises.

B. Holding Over: After the expiration or earlier termination of the term and if City remains in possession of the Premises with State's express consent, such possession by City shall be deemed to be a temporary tenancy terminable on thirty (30) days written notice given at any time by either party. All provisions of this agreement except those pertaining to the term shall apply to the temporary tenancy.

19. REAL PROPERTY ACQUISITION

It is understood and agreed to by the parties that all applications for real property rights, appurtenant to the Premises, shall be made in the name of and on behalf of State, and shall be subject to the prior written approval of State.

20. COMPLIANCE WITH LAWS, RULES, REGULATIONS, AND POLICIES

City and its officers, agents and employees shall comply with all applicable laws, rules, regulations, and orders existing during the term of this Agreement, including

obtaining and maintaining all necessary permits and licenses. City acknowledges and warrants that it is, or will make itself, through its responsible managers, knowledgeable of all pertinent laws, rules, ordinances, regulations, or other requirements having the force of law affecting the operation of the Premises, including but not limited to laws affecting health and safety, hazardous materials, pest control activities, historical preservation, environmental impacts, and building standards.

21. NONDISCRIMINATION

Pursuant to Public Resources Code Section 5080.34, this Agreement and every contract on lands that are subject to this Agreement shall expressly prohibit discrimination against any person because of sex, sexual orientation, race, color, religious creed, marital status, ancestry, national origin, medical condition, age (40 and above), and disability (mental and physical) including HIV and AIDS.

City shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs, tit. 2, §7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12990 (a)-(f), are incorporated into this agreement by reference and made a part hereof as if set forth in full (Cal. Code Regs, tit. 2, §7285.0 et seq.). City shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. City shall include the non-discrimination and compliance provisions of this clause in all contracts to perform work under and/or in connection with this agreement.

In the event of violation of this Section, State will have the right to terminate this agreement, and any loss of revenue sustained by the State by reason thereof shall be borne and paid for by City.

22. DISABILITY ACCESS LAWS

With regard to all operations and activities that are the responsibility of City under this Agreement, and without limiting City's responsibility under this Agreement for compliance with all laws, City shall be solely responsible for complying with the

requirements of the Americans with Disabilities Act of 1990 (ADA) (Public Law 101-336, commencing at Section 12101 of Title 42, United States Code, including Titles I, II, and III of that law), the Rehabilitation Act of 1973, and all related regulations, guidelines, and amendments to both laws.

With regard to facilities for which City is responsible for operation, maintenance, construction, restoration, or renovation under this Agreement, City also shall be responsible for compliance with Government Code Section 4450, et seq., Access to Public Buildings by Physically Handicapped Persons, and Government Code Section 7250, et seq., Facilities for Handicapped Persons, and any other applicable laws, regulations, guidelines and successor statutes. Such compliance shall be at City's sole cost and expense. Written approval from State is required prior to implementation of any plans to comply with accessibility requirements.

23. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

By signing this Agreement, City does hereby swear, under penalty of perjury, that no more than one final, unappealable finding of contempt of court by a federal court has been issued against City within the two-year period immediately preceding the date of this Agreement because of City's failure to comply with a federal court order that City shall comply with an order of the National Labor Relations Board.

24. ENVIRONMENTAL AWARENESS AND RESOURCE PROTECTION

City shall comply with State's resource management and preservation mandates in the conduct of all activities that impact cultural, natural, or scenic resources. These mandates include the California Public Resources Code Sections 5024 and 5097 et seq., State's Resource Management Directives and the United States Secretary of the Interior's Guidelines for Historic Preservation.

25. HAZARDOUS SUBSTANCES

- A. On the Premises City shall not:
 - 1) keep, store, or sell any goods, merchandise, or materials that are in any way explosive or hazardous;

- 2) carry on any offensive or dangerous trade, business, or occupation;
- 3) use or operate any machinery or apparatus that shall injure the Premises or adjacent buildings in any way; or
- 4) do anything other than is provided for in this Agreement.

B. Nothing in this Section shall preclude City from bringing, keeping, or using on or about said Premises such materials, supplies, equipment, and machinery as is appropriate or customary in the care, maintenance, administration, and control of parklands. Gasoline, oils, and all other materials considered under law or otherwise to be hazardous to health and safety shall be stored, handled, and dispensed as required by present or future regulations and laws.

C. City shall comply with all laws, federal, state, or local, existing during the term of this Agreement pertaining to the use, storage, transportation, and disposal of any hazardous substance, as that term is defined in such applicable law. In the event the State or any of its affiliates, successors, principals, employees, or agents should incur any liability, cost, or expense, including attorney's fees and costs, as a result of the City's illegal use, storage, transportation, or disposal of any hazardous substance, including any petroleum derivative, City shall protect, indemnify, defend, and hold harmless any of these individuals against such liability, unless such costs, liability, or expense are caused by the negligence or willful misconduct of the State. Where City is found to be in breach of this provision due to the issuance of a government order directing City to cease and desist any illegal action in connection with a hazardous substance, or to remediate a contaminated condition directly caused by City or any person acting under City's direct control or authority, City shall be responsible for all costs and expenses of complying with such order including any and all expenses imposed on or incurred by the State in connection with or in response to such government order.

D. Notwithstanding the foregoing, in the event a government order is issued naming City, or City incurs any liability during or after the term of the Agreement in connection with contamination that preexisted the City's obligations and Control under this Agreement, or prior agreements or that were not directly

caused by City, the State shall be solely responsible as between City and State for all expenses and efforts in connection therewith, and State shall reimburse City for all reasonable expenses actually incurred by City therewith.

E. All pest control activities, chemical and non-chemical, shall be approved by State prior to action by the City. City or the pest control business acting on behalf of City shall submit a DPR 191, Pest Control Recommendation, or equivalent to State for approval. State has fourteen (14) days to approve or deny the request. State review and approval shall be solely for compliance with State's policies and in no way shall relieve City or its contractors, employees, agents, or representatives from compliance with all laws and regulations concerning such activities, nor from carrying out the work in a workmanlike manner.

City or the pest control business acting on behalf of City shall submit a report of completed work for each pest management action to the State no later than seven (7) days after performance of the work. The report may be submitted on a DPR 191, Pest Control Recommendation, or equivalent.

26. SIGNS AND ADVERTISING

No signs, logos, names, placards, or advertising matter shall be inscribed, painted, or affixed upon Premises, or circulated or published without prior written approval of the State. Approval will be granted only when said signs or advertising is consistent with the purposes of this Agreement. Notwithstanding the foregoing, City may circulate and place reasonable signs, placards, or other advertising on the Premises in connection with the special events identified in Paragraph 4 and the concessions identified in Paragraph 7 without approval of the State.

27. INTELLECTUAL PROPERTY RIGHTS

A. Clarify Ownership of Pre-existing Intellectual Property Rights: Other than as specifically identified and authorized in this Agreement, no names, logos, trademarks or copyrighted materials belonging to and/or associated with State Parks shall be used, circulated, or published without the express written consent

of State. Further, no such use, even if permitted herein, or otherwise, shall be deemed to instill in City any rights of ownership on such names, logos, trademarks, copyrights or other materials, and any rights to such use shall not, under any circumstances, continue beyond the term of the Agreement.

Any trademarks and/or copyrights belonging to City prior to the commencement of the Agreement shall remain in City's sole ownership upon termination of the Agreement.

During the course of this relationship, City shall use the name, City of Carpinteria. Any additional and/or different names may be used only upon written agreement of State.

B. Ownership of New Logos and Trademarks Developed During Agreement:

Any names, logos, and/or trademarks developed during and/or pursuant to this Agreement that in any way associate with, identify or implicate an affiliation with State and/or are funded by State Parks shall be approved in writing by State, shall belong to State upon creation, subject to express written agreement otherwise, and shall continue in State's exclusive ownership upon termination of the Agreement. Further, all good will and other rights in said marks shall inure to the benefit of the State as the mark owner.

C. Ownership of new Copyrights, Developed by City for State Parks, Absent a Separate Written Agreement: Any copyrighted materials developed and created by City for State during the term of this Agreement shall be deemed to be "works for hire" under the United States Copyright Act 17 USC §101 et seq. and shall, unless otherwise agreed to in writing, belong to State Parks upon creation, and continue in State Park's exclusive ownership upon termination of this Agreement. Unless otherwise agreed to in writing, City intends and agrees to assign to State all rights, title, and interest in and all works created pursuant to this Agreement as well as all related intellectual property rights.

City agrees to cooperate with State Parks and to execute any document reasonably necessary to give the foregoing provisions full force and effect including, but not limited to, an assignment of copyright.

D. City Rights in Separately Created Works: Any copyrighted materials and/or trademarks developed and created by City separate and apart from this Agreement, shall belong to City, and shall continue in City exclusive ownership upon termination of this Agreement. In the event that any trademarks and/or copyrights are created by City during the term of this Agreement and same are proposed for use in connection with City performance under the Agreement, City shall promptly notify State in writing of its intention to retain ownership in the specific trademarks and/or copyrights.

28. GRANT OF STATE'S TRADEMARK LICENSE

State hereby grants City, and City hereby accepts a non-exclusive, non-assignable license to use the State Park Logo (sometimes referred to as the "Trademark" or "Mark"), created and owned by State, in accordance with the terms and conditions of the License/Permission for Use of Trademarks which is attached hereto as **Exhibit C** and is incorporated herein by this reference. After signature by both City and State, this License shall authorize the use of the Trademark and associated goodwill, in connection with this Agreement only.

A record of each authorized use by City of the Trademark shall be maintained by City and by State.

City and State will use the State Park name, Trademark, and brand consistent with the State Park Brand Standards Handbook available at <http://isearch.parks.ca.gov/pages/321/files/BrandHandbookJanuary2007.pdf>.

The State Park name, Trademark and brand will not be used on City social media pages.

29. PARTICIPATION IN STATE PARK MARKETING PROGRAMS

City acknowledges that State has an established advertising and marketing program designed to promote additional revenue for the State and to deliver a consistent and positive image to the public. City agrees to cooperate in this program in the manner described below without compensation from the State for such cooperation.

- A. City agrees to honor all statewide graphic standards, licensing, and merchandising agreements entered into with corporate sponsors of the Department of Parks and Recreation.
- B. City agrees to place on the Premises any reasonable advertising that the State approves under this program. Any advertising approved by the State under this program will be placed at State's expense.
- C. City agrees to rent or sell, along with all other items of merchandise that are part of the City's normal and customary inventory, any item of merchandise that the State approves under this program, provided that City is authorized to sell or rent it under the terms of the Agreement, and the City receives reasonable compensation for its sale.

30. CHILD SUPPORT COMPLIANCE ACT

- A. City recognizes the importance of child and family support relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as obligations and shall fully comply with all applicable state and federal laws provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code.
- B. To the best of its knowledge, City is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

31. DISPUTES

City shall continue with any and all responsibilities under this Agreement during any dispute.

32. LIMITATION

This Agreement is subject to all valid and existing contracts, leases, licenses, encumbrances, and claims of title that may affect Premises.

33. SECTION TITLES

The Section titles in this Agreement are inserted only as a matter of convenience and reference and in no way define, limit, or describe the scope or intent of this Agreement or in any way affect this Agreement.

34. INSPECTION

State or its authorized representative shall have the right at all reasonable times to inspect the Premises to determine compliance with the provisions of this Agreement.

35. SUCCESSORS IN INTEREST

Unless otherwise provided in this Agreement, the terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators, and assigns of all the parties hereto, all of who shall be jointly and severally liable hereunder.

36. PARTIAL INVALIDITY

If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

37. DURATION OF PUBLIC FACILITIES

By entering into this Agreement, State makes no stipulation as to the type, size, location, or duration of public facilities to be maintained at this unit, or the continuation of State ownership thereof, nor does the State guarantee the accuracy of any financial or other factual representation that may be made regarding the Premises.

38. WAIVER OF RIGHTS, CLAIMS, AND AGREEMENT TERMS

Unless otherwise provided by this Agreement, no waiver by either party at any time of any of the terms, conditions, or covenants of this Agreement shall be deemed as a waiver at any time thereafter of the same or of any other term, condition, or covenant

herein contained, nor of the strict and prompt performance thereof. No delay, failure, or omission of the State to re-enter the Premises or to exercise any right, power, or privilege, or option arising from any breach, nor any subsequent acceptance of rent then or thereafter accrued shall impair any such right, power, privilege, or option, or be construed as a waiver of such breach or relinquishment of any right or acquiescence therein. No notice to the City shall be required to restore or revive time as of the essence after the waiver by the State of any breach. No option, right, power, remedy, or privilege of the State shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options, and remedies given to the State by this Agreement shall be deemed cumulative.

39. INTERPRETATION OF AGREEMENT

This Agreement is made under and is subject to the laws of the State of California in all respects as to interpretation, construction, operation, effect, and performance.

40. INDEPENDENT CONTRACTOR

In the performance of this Agreement, City and the agents and employees of City shall act in an independent capacity and not as officers or employees or agents of the State.

41. MODIFICATIONS AND APPROVAL OF AGREEMENT

This Agreement contains and embraces the entire Agreement between the parties hereto and neither it nor any part of it may be changed, altered, modified, limited, or extended orally or by any agreement between the parties unless such agreement be expressed in writing, signed, and acknowledged by the State and City or their successors in interest.

Notwithstanding any of the provisions of this Agreement, the parties may hereafter, by mutual consent expressed in writing, agree to modifications thereof, additions thereto, or terminations thereof, which are not forbidden by law. This Agreement, amendments, modifications, or termination thereof shall not be effective until approved by State's relevant control agencies.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

CITY OF CARPINTERIA

**STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION**

By: _____ By: _____

Title: _____ Title: _____

Date: _____ Date: _____

APPROVED:

APPROVED:

DEPARTMENT OF GENERAL SERVICES:

ATTORNEY GENERAL



Linden Avenue

AREA 2
South Linden
Picnic Area

Area 1
Tomol Interpretive Play Area
and the Palm to Linden Trail

Exhibit A Premises

City of Carpinteria operational area is indicated below within the park unit map:

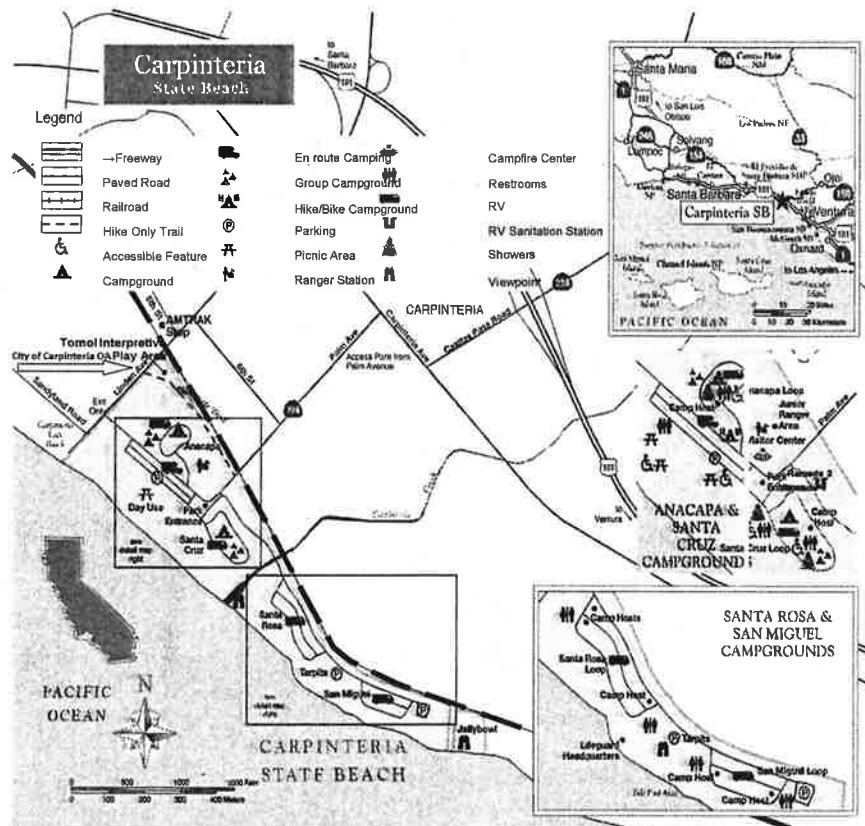


EXHIBIT B – ANNUAL REVENUE AND EXPENDITURE REPORT (SAMPLE)**Operating Agreements**

Park Unit _____

Operating Agency _____

State's Fiscal Year _____ to _____

Estimated Total Visitors _____

	Gross Revenue	Expenditures	Balance
Visitor Entrance or Use Fees			
Parking Fees			
Concession _____ Gross Sales \$ _____			
Concession _____ Gross Sales \$ _____			
Concession _____ Gross Sales \$ _____			
Special Events			
Miscellaneous Revenue			
Total Annual Revenue			
Salaries & Wages			
Maintenance & Housekeeping			
Utilities			
Capital Improvement Projects			
Miscellaneous Expenses			
Total Annual Expense			
Grand Totals			

Preparer Name _____ Date _____

Phone Number _____

EXHIBIT C – LICENSE/PERMISSION FOR USE OF TRADEMARKS**LICENSE/PERMISSION FOR USE OF TRADEMARKS**State of California - The Resource Agency
DEPARTMENT OF PARKS AND RECREATION

REQUESTOR NAME _____ hereafter called the "Licensee."			
Subject to the terms and conditions of this Agreement, the California Department of Parks and Recreation ("State Parks") grants permission to use certain trademarks (the "Mark(s)"), created and owned by State Parks in accordance with the terms and conditions of this License, identified as follows: The State Park Logo Registration No. 2437051 See http://search.parks.ca.gov/pages/321/files/BrandHandbookJanuary2007.pdf, incorporated herein, for additional provisions regarding use of the Mark, including specifications, registration, and logo usage guidelines. State Parks hereby grants to the Licensee the non-exclusive, non-transferable, non-sublicenseable right and license to use the Mark pursuant to the terms and conditions of this license from and including _____ through _____, intended to match and run concurrent with Licensee's Concession Contract with State Parks. This license shall authorize the use of the Mark and associated goodwill, in connection with only the following: Any additional use shall require written permission and/or the payment of fees. This permission is non-transferable and non-sublicenseable. This is not an exclusive privilege to the user, and State Parks reserves the right to make the Mark available to others. Licensee shall not modify or alter the Mark in any way without prior written approval from State Parks. All uses of the Mark must be accompanied by the trademark registration symbol (®) unless it is infeasible from a design standpoint. IN NO EVENT SHALL STATE PARKS BE LIABLE FOR ANY DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT. STATE PARKS EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. PERMISSION TO USE THE MARK IS GRANTED "AS IS." Licensee agrees to indemnify, protect, hold harmless, and defend State Parks from and against any liability that might arise from any and all use of the Mark by Licensee, its licensees, successors or assigns. Goodwill and Quality Control A. Licensee recognizes the great value and goodwill associated with the Mark and acknowledges that such goodwill belongs to State Parks. Licensee further acknowledges that the Mark has acquired a secondary meaning among the public. Licensee agrees not to take any action that could be detrimental to the goodwill associated with the Mark or to State Parks. B. Before Licensee uses the Mark on any materials, it shall send a copy of each representative item showing the proposed use to, and obtain written approval from, State Parks. State Parks shall not unreasonably withhold or delay such approval. Third Party Infringement State Parks, at its sole discretion, shall take whatever action it deems advisable in connection with any unauthorized use of the Mark(s) by a third party. State Parks shall bear the entire cost and expense associated with any such action, and any recovery or compensation that may be awarded or otherwise obtained as a result of any such action shall belong to State Parks. The provisions above constitute page 1 of 2 of this agreement. Page 2 must be initiated by both parties for this agreement to be valid.			
AGREED AND ACCEPTED			
State of California Department of Parks and Recreation		LICENSEE	
BY _____	DATE _____	BY _____	DATE _____
PRINTED NAME AND TITLE OF PERSON SIGNING		PRINTED NAME AND TITLE OF PERSON SIGNING	
TITLE _____	DISTRICT/SECTION _____	ADDRESS _____	
PHONE NO. _____	EMAIL _____	PHONE NO. _____	EMAIL _____

SECRET

LICENSE/PERMISSION FOR USE OF TRADEMARKSState of California - The Resource Agency
DEPARTMENT OF PARKS AND RECREATION

The provisions below constitute page 2 of 2 of this agreement. This page must be initialed by both parties for this agreement to be valid.

Ownership Rights

Licensee acknowledges State Park's exclusive right, title and interest in and to the Mark. Licensee further covenants that it shall not at any time challenge or contest the validity, ownership, title and registration of State Parks in and to the Intellectual property or the validity of this License. Licensee's use of the Mark shall inure to the benefit of State Parks. If Licensee acquires any trade rights, trademarks, equities, titles, or other rights in and to the Mark, by operation of law, usage, or otherwise, Licensee shall, upon the expiration of this License, assign and transfer the same to State Parks without any consideration other than the consideration of the License. All rights not specifically transferred by this License are reserved to State Parks.

Termination

A. State Parks shall have the right to terminate the License without cause upon sixty (60) days notice if the Licensee's Concession Contract with State Parks is terminated, whereupon all rights granted herein shall revert immediately to State Parks.

B. Upon early termination by State Parks or by expiration of the License, the Licensee shall terminate, Licensee's rights shall cease immediately and Licensee shall discontinue all use of the Mark(s) and/or other licensed property at once. Licensee shall dispose of all goods, works and materials bearing or relating to the Mark in accordance with State Park's instructions and consistent with the terms and conditions of the Concession Contract.

No Partnership or Agency Created

Nothing herein shall be construed to constitute the parties hereto as partners or joint venturers, nor shall any similar relationship be deemed to exist between them. Further, nothing in this License shall make one party the agent of the other, and neither party has power or authority to bind the other.

Applicable Law

This License shall be construed in accordance with the laws of the State of California; Licensee consents to jurisdiction of the courts of Sacramento, California.

Integration

This License, the Brand Standards Handbook, and the Concession Contract referenced herein, constitute the entire agreement between the parties hereto and shall not be modified, amended, or changed in any way except by written agreement signed by both parties hereto. This License shall be binding upon and shall inure to the benefit of the parties, their successors, and assigns.

Notices

All notices and reports to be sent to State Parks shall be in writing and shall be mailed or delivered to California Department of Parks and Recreation, Concessions Division, PO Box 942896, Sacramento CA 94296-0001. All notices to be sent to Licensee shall be mailed or delivered to the address specified on the first page of the License form. All notices and reports shall be deemed delivered immediately upon personal delivery, or, if mailed, three (3) days after being deposited in the United States mail system, postage prepaid, first class mail, and properly addressed. State Parks and Licensee shall provide notice to the other of any change in address.

Modifications

This License may not be modified except by a written instrument, signed by both parties, making specific reference to this License by date, parties and subject matter.

Severability

The invalidity or unenforceability of any provision of this License, or the invalidity or unenforceability of any provision of this License as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any of the other provisions of this License or any other applications of such provisions, as the case may be.

Attorneys Fees

If litigation becomes necessary to secure compliance with the terms and conditions of this License, to recover damages and/or to terminate the License, the prevailing party in any legal action shall be entitled to recover reasonable attorney fees and expenses incurred.

AGREED AND ACCEPTED

LICENSEE'S INITIALS	DATE	LICENSEE'S INITIALS	DATE
☐		☐	

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City of Carpinteria

COUNCIL AGENDA STAFF REPORT September 12, 2016

ITEM FOR COUNCIL CONSIDERATION

A presentation of a Hotel Market Conditions Report.

Approval of an Agreement with Keyser Marston Associates (KMA) for professional services to assist in the preparation of a Request for Proposals (RFP) and evaluation of responses to identify a possible lessor of City owned property located on the south west corner of Linden Avenue and Fifth Street.

STAFF RECOMMENDATION

Action Item X; Non-Action Item ____

Accept the Hotel Market Conditions Report, file it with the City Clerk, and authorize the Mayor to execute an Agreement with KMA to assist in the preparation of a Request for Proposals (RFP) and evaluation of responses to identify a possible lessor of City owned property located on the south west corner of Linden Avenue and Fifth Street.

Motion: I Move to accept the Hotel Market Conditions Report, file it with the City Clerk, and authorize the Mayor to execute the subject Agreement with KMA.

BACKGROUND

The City owns over three acres of land along the Union Pacific Railroad to the west of Linden Avenue (Site).

The City Council and Staff annual workshop held in January 2015 included a presentation of a plan to improve the land with various features including an inn and restaurant at the Site. At the 2016 workshop, the City Council included further work on this concept. The City's visioning document entitled Vision 20/20 also recommended the City pursue replacement of the Southern Pacific Railroad building once located at the Site.

The City prepared a concept design illustration for an inn and restaurant for the Site in 2015. The conceptual design is intended to be evocative of the Southern Pacific Railroad building.

On March 14, 2016, the City Council authorized contracting with a Consultant (KMA) to prepare a market feasibility study (Study) for an inn and restaurant on City owned property at the Site.

This study has been prepared and is scheduled to be presented by the Consultant at the regularly scheduled meeting of September 12.

The purpose of this agenda matter is for the City Council to receive the Report and consider approval of the next step in the process.

DISCUSSION

The Carpinteria Hotel Market Conditions Study concludes that the Carpinteria area is experiencing good hotel performance, as occupancies are high, average daily room rates have risen significantly and revenue per room (RevPAR¹) is healthy.

This information suggests that further pursuit of the Project is viable as there is capacity and demand for this type of project. The consultant also concluded that through an appropriate lease agreement the City would expect to receive revenue derived from ground lease payments and Transient Occupancy Taxes. City Staff recommends that a draft Request for Proposals (RFP) be prepared with the assistance of KMA that would include detailed information about the project with the ultimate intention to identify a private sector lessor of City owned land that would also act as a builder and operator.

With City Council direction, City staff will work with the KMA and the Public Facility Site Acquisition/Development Committee (Carty & Nomura) to author a draft RFP for City Council review and approval. The RFP will have detailed information about the Project, required steps to complete it, including entering into a ground lease. Considerable staff time will be required to author the RFP as it will contain detailed information about the City's expectations in the City's downtown.

City Staff believes KMA has industry expertise valuable to the preparation of an RFP. KMA services are quoted to cost \$17,500 for the following tasks;

¹ **RevPAR**, or revenue per available room, is a performance metric in the hotel industry that is calculated by dividing a hotel's total guestroom revenue by the room count and the number of days in the period being measured.

KMA will review and provide input into the City's preparation of an RFP that solicits, at a minimum, the following information from potential developers:

- Proposed development entity
- Development experience
- Key staff member experience
- Financial capacity
- Proposed development program
- Project pro forma
- City proceeds
- Project schedule

KMA will help identify developers that may be interested and qualified to develop the Site.

KMA can act as a point of contact for financial and economic questions concerning the RFP including attendance at a pre-bid meeting (if requested).

KMA will perform a confidential review of the developers' financial statements to ensure their ability to perform.

KMA will review proposals and identify deficiencies or areas that require clarification. Prepare a list of follow up questions for each developer to augment the proposal submittal. KMA will evaluate the responses to ensure the developers have fully addressed all aspects of the RFP.

KMA will assist the City in preparing for and conducting developer interviews.

KMA will review the market data supplied by the developers to ensure its consistency with existing and future conditions. KMA will evaluate the proposed action plan and schedule of performance proposed by the developers, including their proposed marketing and management plans. Finally, KMA will review the development and operating projections.

KMA will evaluate project costs and provide analysis whether projected rates and occupancies are supportable in the marketplace, compare returns to market norms and estimate land rent to the City.

KMA will prepare a comparison matrix of the developer proposals with an accompanying memorandum summarizing the key issues and assumptions.

If additional services are desired, such as lease term negotiation assistance, KMA will apply an hourly rate as stated in their proposal (attached.)

POLICY CONSISTENCY

The Carpinteria General Plan and Local Coastal Plan envisions support for visitor serving land uses in the downtown.

Objective LU-5: Maintain availability of agriculture, coastal - dependent industry and visitor-serving commercial development including hotels/motels, restaurants and commercial recreation uses.

Objective CDS2-2: Preserve and enhance the downtown's historic status as the center of commercial activity by encouraging a range of uses that serve both residents and visitors.

The City owned parcel of land being considered for the project is zoned Commercial Planned Development (PCD). The General Plan Designation and the zoning are consistent with the concept Project of a inn and restaurant.

FINANCIAL CONSIDERATIONS

The City's Tideland's Trust Fund is legally eligible to fund the preparation of an RFP and has an adequate fund balance.

Completion of the proposed project will include a number of City costs in terms of staff time and consultant and City Attorney fees.

Keyser Marston estimates total fees of \$32,500 – 42,500 to assist and advise the City on the RFP process and lease negotiations.

The City Attorney estimates fees of \$30,000 – 50,000, though total fees may be higher depending on the complexity of issues that arise. City Attorney tasks would include assistance in the RFP process, negotiating and drafting lease documents, advice and review related to CEQA compliance, participation in hearings and meetings related to the project, and advise on other miscellaneous legal issues that may arise.

LEGAL

A city may lease property owned, held or controlled by it, or any of its departments, for up to 55 years pursuant to Government Code 37380. If certain requirements are met, including competitive bidding, the lease may be as long as 99 years. Under Government Code 37395, a lease of property for commercial development requires a finding by the City Council that the property is "not required for other city purposes."

The City Attorney will be present to answer questions.

OPTIONS

The City Council could take the recommended action to move this project forward, take no further action to pursue the Project, or provide additional direction to Staff.

PRINCIPAL PARTIES EXPECTED AT MEETING

KMA Representatives:

James Rabe
Kevin Engstrom

ATTACHMENTS

1. Hotel Market Conditions Report
2. Agreement for KMA
3. Conceptual rendering of Project

Staff contact: Matthew Roberts, Parks and Recreation Director

Mattr@ci.carpinteria.ca.us (805) 755-4449


Signature

Reviewed by: Dave Durlinger, City Manager


Signature



KEYSER MARSTON ASSOCIATES.
ADVISORS IN PUBLIC/PRIVATE REAL ESTATE DEVELOPMENT

MEMORANDUM

ADVISORS IN:
REAL ESTATE
REDEVELOPMENT
AFFORDABLE HOUSING
ECONOMIC DEVELOPMENT

SAN FRANCISCO
A. JERRY KEYSER
TIMOTHY C. KELLY
KATE EARLE PUNK
DEBBIE M. KERN
REED T. KAWAHARA
DAVID DOEZEMA

LOS ANGELES
KATHLEEN H. HEAD
JAMES A. RABE
GREGORY D. SOO-HOO
KEVIN E. ENGSTROM
JULIE L. ROMEY

SAN DIEGO
PAUL C. MARRA

To: Matt Roberts,
Director of Parks and Recreation
City of Carpinteria

From: Kevin Engstrom
James Rabe

Date: June 21, 2016

Subject: Carpinteria Hotel Market Conditions

Pursuant to your request, Keyser Marston Associates, Inc. (KMA) reviewed the market variables that will influence the demand for an approximately 30-room hotel development on the Linden Avenue and Fifth Street property (Site). Based on a review of the available data and contact with developers active in the area, KMA evaluated the market feasibility of a hotel at this location.

MARKET OVERVIEW

Located along Highway 101 between the cities of Ventura to the south and Santa Barbara to the north, the City of Carpinteria (City) is home to over 13,000 persons. Within the entire Carpinteria Valley, the estimated population is over 17,000 residents with over 8,600 employees.¹

The Carpinteria Valley currently has a handful of hotels with over 600 rooms and approximately 100 vacation rentals.¹ As KMA understands the situation, the City is currently evaluating its options for regulating its vacation rental inventory. This is consistent with other jurisdictions throughout Southern California, which are considering mechanisms for managing the proliferation of these units and their coexistence with the City residents. In general, cities are finding that these units are not having a significant impact on hotel room demand; however, they are creating issues with local residents.

¹ Source: 2015 Carpinteria Valley Economic Profile

The City has a prime coastal location and surrounds Highway 101, which serves as a significant north – south transportation corridor for the State of California. Due to its coastal location, the City has a significant amenity in the form of Carpinteria State Beach, which hosted 880,000 visitors and generated nearly \$3.5 million in user fees during the 2014/15 fiscal year.² The proposed Site is located in the historic core of the City and would be adjacent to the existing Amtrak station. The project would see the development of an existing parking lot and would assume the replacement of this parking on another site.

Historically, hotels are the most volatile land use, as rooms are “rented” on a nightly basis. This trend will continue in the future as fluctuations in employment, the economy, and natural/man-made disasters can all have a significant influence on the hotel industry. Notwithstanding these issues, the hotel market in Southern California is healthy, having improved significantly as the United States continues to recover from the recession. The following analysis summarizes hotel performance trends in the market over the past five years, provides an indication of regional hotel demand, and summarizes the impression of hotel developers active in the region.

HOTEL PERFORMANCE

The primary data sources used in this analysis were provided by PKF, Smith Travel Research and the City of Carpinteria (City). The information provided by these sources is based on surveys of a representative sample of hotels in the following market areas.

1. The Santa Barbara Town market are hotels located on, or within a few blocks of State Street (Town).³
2. The Santa Barbara Beach market includes resort hotels located along the beach communities of Santa Barbara, Montecito and Goleta (Beaches).¹
3. The Santa Barbara County market includes the performance of hotels of all types in the county, including those in Carpinteria (County).¹
4. The Carpinteria hotels include the top transient occupancy tax (TOT) producing hotels in the City: Best Western, Holiday Inn Express, Sandland Reef and two Motel Sixes.⁴

² Source: California State Park System: Statistical Report 2014/15 Fiscal Year.

³ Data provided by PKF Consulting

⁴ Data provided by the City of Carpinteria

5. Working with the City, a Comparable Hotel Set of hotels was identified, including: Hotel Indigo Santa Barbara, The Wayfarer, Coast Hotel West Beach Inn and The Upham Hotel.⁵

The analysis is presented in the following tables:

Tables 1 – 4: Summarize hotel performance, including:

- 2010 - 2016 Hotel Occupancy Rates
- 2010 - 2016 Hotel Average Daily Rate (ADR)
- 2010 - 2016 Hotel Annual Revenue Per Available Room (RevPAR)

Tables 5 - 7: Summarize hotel demand for the following markets:

- Santa Barbara Town
- Santa Barbara Beach
- Santa Barbara County

Table 8: Projects Santa Barbara County hotel room demand

Table 9: Summarizes the 2015 Performance of Comparable Hotels

Table 1: Hotel Occupancy Rates

1. In each year between 2010 and 2015, the occupancy rate achieved in the Town was higher than the occupancy rates achieved in the Beach and County. In 2015, the average occupancy rates were as follows:
 - a. The Town occupancy rate was 80.3%;
 - b. The occupancy rate for the Beaches was 77.5%; and
 - c. The County average occupancy rate was 78.5%.

⁵ Data provided by Smith Travel Research (STR). Not all hotels provide their operating data to STR. The selected hotels provide their information and were identified by City staff and KMA as being most representative of a potential project in Carpinteria.

2. In each of the areas being studied, the average occupancy levels have increased since 2010. The percentage increases over the period are:
 - a. Town at 15.2%;
 - b. The Beaches at 18.3%; and
 - c. The County at 18.8%.

For 2016, occupancy levels are projected to rise for the Beach and County. The occupancy level of the Town is projected to decrease slightly; however, this is due to an increase in room inventory as demand is projected to increase.

Table 2: Hotel Average Daily Rate (ADR)

1. The Town exhibits the lowest ADRs of the three areas being summarized herein; however, all of the current ADRs are relatively healthy.
2. In 2015, the ADRs were as follows:
 - a. The Town ADR was \$195;
 - b. The Beaches' ADR was \$289; and
 - c. The County ADR was \$217.
3. In each of the areas being studied, the ADR increased significantly since 2010. The percentage increases over the period are:
 - a. The Town at 30.2%;
 - b. The Beaches at 31.5%; and
 - c. The County at 26.5%.

For 2016, ADRs are projected to rise an additional 5.0% for each of the market areas.

Table 3: Hotel Annual Revenue Per Available Room (RevPAR)

The RevPAR is the product of a hotel's occupancy rate multiplied by the average daily rate. Based on TOT records, the RevPAR of the largest TOT producing properties in the City can be estimated. As would be expected, the RevPAR estimates mirror the results of the occupancy and ADR results presented in the previous two tables. The key findings are:

1. The highest RevPAR numbers were achieved for all four areas in 2015.
2. The Carpinteria RevPAR was significantly lower than the RevPAR exhibited by the other three areas, but the Carpinteria RevPAR is growing at a faster pace than the other three areas.
3. The percentage growth in RevPAR over the period between 2010 and 2016 for the four areas are:
 - a. Carpinteria at 72.8%;
 - b. The Town at 49.9%;
 - c. The Beaches at 55.6%; and
 - d. The County at 50.3%.

For 2016, RevPARs are projected to rise over 4.0% for each of the market areas.

Table 4: Annual Change in Hotel Performance

Table 4 summarizes the change in hotel performance between 2010 and 2015 for the market areas. As previously noted, the occupancy levels, ADRs and resultant RevPARs have all shown healthy increases during this period.

Tables 5-7: Summary - Market Area Hotel Performance

Between 2010 and 2015, the following compound annual growth rates were generated within the market area:

1. Based on the factors already discussed, the RevPAR grew at healthy rate during this period. The average rate of growth per year equaled the following:
 - a. The Town at 8.4%;
 - b. The Beaches at 9.2%; and
 - c. The County at 8.5%.
2. The supply of hotel rooms in the market area changed slightly:
 - a. The Town at -1.1%;
 - b. The Beaches at .2%; and

- c. The County at .3%.
- 3. While the supply remained relatively static during this period, demand increased at relatively healthy rate:
 - a. The Town at 1.7%;
 - b. The Beaches at 3.6%; and
 - c. The County at 3.9%.

Table 8: Projected Increase in Santa Barbara County Room Demand

The increase in County room demand is projected for the period between 2016 and 2031 based on an assumed 2.0% annual increase in the demand for hotel rooms, and 74% to 76% target occupancy rates. Based on these assumptions, demand for approximately 180 to 340 new hotel rooms is exhibited in the County over the next five years and over 2,000 new hotel rooms are supported over the next 15 years.

Table 9: 2015 Performance of Comparable Hotels

Table 9 identifies the average occupancy, the ADR and the RevPAR for the Comparable Hotel Set for each month in 2015. As shown in Table 9, the market is seasonal:

- 1. The Comparable Hotel Set exhibits strong demand during the summer months, with average occupancies exceeding 92% and ADRs up to \$264.
- 2. The market area demonstrates fluctuating demand during the spring and fall, with average occupancies ranging from 68% to 86%, and ADRs ranging from \$183 to \$223.
- 3. The performance of the hotels in the market area declines during the winter months. The lowest occupancy point falls in December at 59.0% and the lowest ADR is January at \$176.

Over the course of 2015, the average occupancy level was 79.8%, the ADR was \$217 and the resultant RevPAR was \$173. As would be expected given their location, the performance of these hotels would be comparable to the Town.

Hotel Performance Findings

The data collected for the market area indicates the following:

1. Hotel performance in the market area improved significantly over the past five years.
2. The demand for hotel rooms in the market area is seasonal, which indicates leisure travelers are driving the demand.
3. Demand is exhibited in the County for 180 - 340 new hotel rooms over the next five years, and for over 2,000 new hotel rooms over the next 15 years.

A hotel development on the Site would effectively need to capture approximately 10% - 15% of the near-term demand for new hotel rooms in the County. That capture rate would fall to less than 2% of the demand exhibited over the next 15 years.

MARKET IMPRESSIONS

To augment the hotel performance data collected for the market area, KMA contacted developers active in the region to gain their impressions of the opportunities for this specific site. These impressions can be summarized as follows:

1. There is a healthy amount of demand in the market area, as the hotel industry is performing very well in the Santa Barbara market area.
2. The current collection of hotels in Carpinteria does not offer a broad range of product types that would meet the needs of regional visitors.
3. The Site would be a good location for a hotel, given its proximity to the downtown and the State Beach.
4. Rail activity could be an issue; however, there are other hotels in the region that have successfully mitigated a similar location. Further, some travelers may be intrigued by the possibility of alighting from a train and having their hotel, beach and dining within walking distance.
5. The financial feasibility of the hotel is less certain, as it was noted that the City may need to subsidize the project.

Overall, the developers indicate a 30-40 room hotel at this location should have market support and would be well received by the region's visitors.

MARKET FEASIBILITY SUMMARY

The KMA analysis is intended to provide the City with a perspective on the market conditions exhibited for a potential hotel project in Carpinteria. The analysis indicates

To: Matt Roberts, City of Carpinteria
Subject: Carpinteria Hotel Market Conditions

June 21, 2016
Page 8

strong hotel performance, as occupancies are high, ADRs have risen significantly and RevPARs are healthy. These findings are corroborated by developers active in the area, which indicate a 30-40 room hotel at this location should have market support and would be well received by the region's visitor. However, market feasibility does not immediately equate to financial feasibility, which cannot be determined until hotel developers have adequately addressed the potential hotel performance (ADR, occupancy levels, food and beverage revenues and operating expenses), the development costs and the financing available for such a project.

Limiting Conditions

1. The analysis contained in this document is based, in part, on data from secondary sources such as state and local government, planning agencies, real estate brokers, and other third parties. While KMA believes that these sources are reliable, we cannot guarantee their accuracy.
2. The analysis assumes that neither the local nor national economy will experience a major recession. If an unforeseen change occurs in the economy, the conclusions contained herein may no longer be valid.
3. The findings are based on economic rather than political considerations. Therefore, they should be construed neither as a representation nor opinion that government approvals for development can be secured.
4. Market feasibility is not equivalent to financial feasibility; other factors apart from the level of demand for a land use are of crucial importance in determining feasibility. These factors include the cost of acquiring sites, relocation burdens, traffic impacts, remediation of toxics (if any), and mitigation measures required through the approval process.
5. Development opportunities are assumed to be achievable during the specified time frame. A change in development schedule requires that the conclusions contained herein be reviewed for validity.
6. The analysis, opinions, recommendations and conclusions of this document are KMA's informed judgment based on market and economic conditions as of the date of this report. Due to the volatility of market conditions and complex dynamics influencing the economic conditions of the building and development industry, conclusions and recommended actions contained herein should not be relied upon as sole input for final business decisions regarding current and future development and planning.

TABLE 1

**2010-2016 HOTEL OCCUPANCY RATES
CARPINTERIA HOTEL OVERVIEW
CARPINTERIA, CALIFORNIA**

Year	Santa Barbara Town ¹	Santa Barbara Beach ²	Santa Barbara County ³
2010	70.5%	65.5%	66.4%
2011	73.2%	69.1%	69.9%
2012	75.4%	71.6%	71.4%
2013	76.9%	72.8%	72.6%
2014	78.9%	76.0%	75.3%
2015	81.2%	77.5%	78.9%
2016(f)	80.3%	77.0%	78.5%
Percentage Increase between 2010 and 2015	15.2%	18.3%	18.8%
Compound Annual Growth between 2010 and 2015	2.9%	3.4%	3.5%
Forecast Change between 2015-2016	-1.1%	-0.6%	-0.5%

(f) Forecast

- ¹ Hotels in Santa Barbara Town are located on, or within a few blocks of State Street. Source: PKF
- ² Hotels in Santa Barbara Beach are located along beaches in Santa Barbara, Montecito and Goleta. Source: PKF.
- ³ Performance of all hotels in Santa Barbara County, including those in Carpinteria. Source: PKF

TABLE 2

2010-2016 HOTEL AVERAGE DAILY RATE (ADR)
CARPINTERIA HOTEL OVERVIEW
CARPINTERIA, CALIFORNIA

Year	Santa Barbara Town ¹	Santa Barbara Beach ²	Santa Barbara County ³
2010	\$149.65	\$219.98	\$163.01
2011	\$155.98	\$232.30	\$168.78
2012	\$159.09	\$240.21	\$174.69
2013	\$167.03	\$255.00	\$182.51
2014	\$177.47	\$276.74	\$196.39
2015	\$194.79	\$289.20	\$206.20
2016(f)	\$206.48	\$303.65	\$216.84
Percentage Increase between 2010 and 2015	30.2%	31.5%	26.5%
Compound Annual Growth between 2010 and 2015	5.4%	5.6%	4.8%
Forecast Change between 2015-2016	6.0%	5.0%	5.2%

(f) Forecast

- ¹ Hotels in Santa Barbara Town are located on, or within a few blocks of State Street. Source: PKF
² Hotels in Santa Barbara Beach are located along beaches in Santa Barbara, Montecito and Goleta. Source: PKF.
³ Performance of all hotels in Santa Barbara County, including those in Carpinteria. Source: PKF

TABLE 3

2010 - 2016 HOTEL ANNUAL REVPAR¹
CARPINTERIA HOTEL OVERVIEW
CARPINTERIA, CALIFORNIA

Year	City of Carpinteria²	Santa Barbara Town³	Santa Barbara Beach⁴	Santa Barbara County⁵
2010	\$47.12	\$105.50	\$144.09	\$108.24
2011	\$58.15	\$114.18	\$160.52	\$117.98
2012	\$65.27	\$119.95	\$171.99	\$124.73
2013	\$64.42	\$128.45	\$185.64	\$132.50
2014	\$70.73	\$140.02	\$210.32	\$147.88
2015	\$81.42	\$158.17	\$224.13	\$162.69
2016(f)	NA	\$165.80	\$233.81	\$170.22
Percentage Increase between 2010 and 2015	72.8%	49.9%	55.6%	50.3%
Compound Annual Growth between 2010 and 2015	11.6%	8.4%	9.2%	8.5%
Forecast Change between 2015-2016	NA	4.8%	4.3%	4.6%

(f) Forecast

- ¹ RevPAR is equal to the occupancy rate multiplied times the average room rate.
- ² Includes top TOT producing hotels in Carpinteria: Best Western, Holiday Inn Express, Sandland Reef and Motel Sixes.
- ³ Hotels in Santa Barbara Town are located on, or within a few blocks of State Street. Source: PKF
- ⁴ Hotels in Santa Barbara Beach are located along beaches in Santa Barbara, Montecito and Goleta. Source: PKF.
- ⁵ Performance of all hotels in Santa Barbara County, including those in Carpinteria. Source: PKF

TABLE 4

ANNUAL CHANGE IN OCCUPANCY, ADR & REVPAR
CARPINTERIA HOTEL OVERVIEW
CARPINTERIA, CALIFORNIA

Change in Occupancy Rates			
Period	Santa Barbara Town ¹	Santa Barbara Beach ²	Santa Barbara County ³
2010-11	3.83%	5.50%	5.27%
2011-12	3.01%	3.62%	2.15%
2012-13	1.99%	1.68%	1.68%
2013-14	2.60%	4.40%	3.72%
2014-15	2.92%	1.97%	4.78%
2010-15	15.18%	18.32%	18.83%

Change in Average Daily Rates (ADR)			
Period	Santa Barbara Town	Santa Barbara Beach	Santa Barbara County
2010-11	4.23%	5.60%	3.54%
2011-12	1.99%	3.41%	3.50%
2012-13	4.99%	6.16%	4.48%
2013-14	6.25%	8.53%	7.61%
2014-15	9.76%	4.50%	5.00%
2010-15	30.16%	31.47%	26.50%

Change in Revenue Per Available Room (RevPAR)				
Period	City of Carpinteria ⁴	Santa Barbara Town	Santa Barbara Beach	Santa Barbara County
2010-11	23.40%	8.22%	11.40%	9.00%
2011-12	12.24%	5.06%	7.15%	5.72%
2012-13	-1.29%	7.08%	7.94%	6.23%
2013-14	9.80%	9.01%	13.30%	11.61%
2014-15	15.10%	12.96%	6.56%	10.01%
2010-15	72.78%	49.92%	55.55%	50.31%

¹ Hotels in Santa Barbara Town are located on, or within a few blocks of State Street. Source: PKF

² Hotels in Santa Barbara Beach are located along beaches in Santa Barbara, Montecito and Goleta. Source:

³ Performance of all hotels in Santa Barbara County, including those in Carpinteria. Source: PKF

⁴ Includes top TOT producing hotels in Carpinteria: Best Western, Holiday Inn Express, Sandland Reef and Motel Six

TABLE 5

SUMMARY - SANTA BARBARA TOWN PERFORMANCE ¹
CARPINTERIA HOTEL OVERVIEW
CARPINTERIA, CALIFORNIA

Santa Barbara Town							
	Average Occupancy	Average Daily Rate	Annual Supply of Room Nights	Annual Demand for Room Nights	Change in Occupied Room Nights	RevPAR	Change
2010	70.5%	\$149.65	257,690	181,751		\$105.50	
2011	73.2%	\$155.98	257,690	188,528	3.7%	\$114.18	8.2%
2012	75.4%	\$159.09	271,560	204,714	8.6%	\$119.95	5.1%
2013	76.9%	\$167.03	272,655	209,599	2.4%	\$128.45	7.1%
2014	78.9%	\$177.47	272,655	215,071	2.6%	\$140.02	9.0%
2015	81.2%	\$194.79	243,698	197,924	-8.0%	\$158.17	13.0%
2016(f)	80.3%	\$206.48	262,435	210,789	6.5%	\$165.80	4.8%
Compound Annual Growth - 2010 -2015	2.9%	5.4%	-1.1%	1.7%		8.4%	
Forecast Change between 2015-2016	-1.1%	6.0%	7.7%	6.5%		4.8%	

¹ Hotels in Santa Barbara Town are located on, or within a few blocks of State Street. Source: PKF

TABLE 6

SUMMARY - SANTA BARBARA BEACH HOTEL PERFORMANCE ¹
CARPINTERIA HOTEL OVERVIEW
CARPINTERIA, CALIFORNIA

Santa Barbara Beach							
	Average Occupancy	Average Daily Rate	Annual Supply of Room Nights	Annual Demand for Room Nights	Change in Occupied Room Nights	RevPAR	Change
2010	65.5%	\$219.98	801,540	525,378		\$144.09	
2011	69.1%	\$232.30	801,540	553,744	5.4%	\$160.52	11.4%
2012	71.6%	\$240.21	801,540	573,991	3.7%	\$171.99	7.1%
2013	72.8%	\$255.00	804,916	586,063	2.1%	\$185.64	7.9%
2014	76.0%	\$276.74	809,205	615,311	5.0%	\$210.32	13.3%
2015	77.5%	\$289.20	809,205	627,216	1.9%	\$224.13	6.6%
2016(f)	77.0%	\$303.65	830,497	639,760	2.0%	\$233.81	4.3%
Compound Annual Growth - 2010-2015	3.4%	5.6%	0.2%	3.6%		9.2%	
Forecast Change between 2015-2016	-0.6%	5.0%	2.6%	2.0%		4.3%	

¹ Hotels in Santa Barbara Beach are located along beaches in Santa Barbara, Montecito and Goleta. Source: PKF.

TABLE 7

SUMMARY - SANTA BARBARA COUNTY HOTEL PERFORMANCE ¹
CARPINTERIA HOTEL OVERVIEW
CARPINTERIA, CALIFORNIA

Santa Barbara County							
	Average Occupancy	Average Daily Rate	Annual Supply of Room Nights	Annual Demand for Room Nights	Change in Occupied Room Nights	RevPAR	Change
2010	66.4%	\$163.01	1,946,180	1,291,833		\$108.24	
2011	69.9%	\$168.78	1,946,180	1,360,018	5.3%	\$117.98	9.0%
2012	71.4%	\$174.69	1,972,825	1,409,497	3.6%	\$124.73	5.7%
2013	72.6%	\$182.51	2,003,211	1,454,372	3.2%	\$132.50	6.2%
2014	75.3%	\$196.39	2,007,135	1,510,413	3.9%	\$147.88	11.6%
2015	78.9%	\$206.20	1,977,813	1,560,808	3.3%	\$162.69	10.0%
2016(f)	78.5%	\$216.84	2,035,909	1,598,410	2.4%	\$170.22	4.6%
Compound Annual Growth - 2010-2015	3.5%	4.8%	0.3%	3.9%		8.5%	
Forecast Change between 2015-2016	-0.5%	5.2%	2.9%	2.4%		4.6%	

¹ Performance of all hotels in Santa Barbara County, including those in Carpinteria. Source: PKF

TABLE 8

**PROJECTED INCREASE IN SANTA BARBARA COUNTY ROOM DEMAND
CARPINTERIA HOTEL OVERVIEW
CARPINTERIA, CALIFORNIA**

Potential Demand - 2% Annual Increase in Demand & 74% Target Occupancy					
	Annual Increase in Room Demand	Existing Room Night Supply	Santa Barbara Average Occupancy Level	Room Night Demand Exceeding Target Occupancy	Cumulative Additional Room Demand
2016	1,598,400	2,035,900	78.5%	561,600	340
2021	1,764,800	2,035,900	86.7%	620,100	956
2026	1,948,500	2,035,900	95.7%	684,600	1,636
2031	2,151,300	2,035,900	105.7%	755,900	2,387

Potential Demand - 2% Annual Increase in Demand & 76% Target Occupancy					
	Annual Increase in Room Demand	Existing Room Night Supply	Santa Barbara Average Occupancy Level	Room Night Demand Exceeding Target Occupancy	Cumulative Additional Room Demand
2016	1,598,400	2,035,900	78.5%	504,800	184
2021	1,764,800	2,035,900	86.7%	557,300	784
2026	1,948,500	2,035,900	95.7%	615,300	1,446
2031	2,151,300	2,035,900	105.7%	679,400	2,178

¹ Performance of all hotels in Santa Barbara County, including those in Carpinteria. Source: PKF

TABLE 9

2015 PERFORMANCE OF NEARBY COMPARABLE HOTELS¹

CARPINTERIA HOTEL OVERVIEW

CARPINTERIA, CALIFORNIA

	Comparable Hotel Set		
	Average Occupancy	Average Daily Rate	RevPAR
January	71.6%	\$175.89	\$125.94
February	76.0%	\$183.31	\$139.32
March	79.0%	\$190.27	\$150.31
April	86.1%	\$204.48	\$176.06
May	81.7%	\$220.58	\$180.21
June	84.3%	\$237.35	\$200.09
July	92.4%	\$261.53	\$241.65
August	91.4%	\$263.72	\$241.04
September	85.2%	\$232.81	\$198.35
October	82.6%	\$222.80	\$184.03
November	67.7%	\$189.24	\$128.12
December	59.0%	\$186.42	\$109.99
Overall 2015 Performance	79.8%	\$217.22	\$173.34

¹ Includes the following hotels: Hotel Indigo Santa Barbara; The Wayfarer; Coast Hotel West Beach Inn and the Upham Hotel. Source: Smith Travel Research

AGREEMENT FOR CONSULTANT SERVICES

RFP Services

THIS AGREEMENT FOR CONSULTANT SERVICES (“Agreement”) is made and effective as of the ___ day of September 2016 by and between the City of Carpinteria, a municipal corporation (“**City**”), and Keyser Marston Associates, Inc (“**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 real estate 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 30 day of June 2016; 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 Thirty-Seven Thousand Five Hundred dollars (\$37,500.00) as full compensation for all labor, materials, equipment, tools, transportation, and Services. This compensation shall be paid in accordance with the payment rates and schedule as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based on the actual time spent on the tasks and the actual price of the necessary materials.
- 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.** With the exception of Consultant's proprietary computer models, 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 negligence or willful misconduct in 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:

James Rabe
Keyser Marston Associates
500 South Grand Avenue, Suite 1480
Los Angeles, CA 90071
P (213) 622 8095
P (213) 622 5204

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"
Keyser Marston Associates, Inc.

By: _____
David Durflinger, City Manager

By: _____
James Rabe

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"

KEYSER MARSTON ASSOCIATES. ADVISORS IN PUBLIC/PRIVATE REAL ESTATE DEVELOPMENT

ADVISORS IN:

REAL ESTATE
REDEVELOPMENT
AFFORDABLE HOUSING
ECONOMIC DEVELOPMENT

August 22, 2016

SAN FRANCISCO

A. JERRY KEYSER
TIMOTHY C. KELLY
KATE EARLE FUNK
DEBBIE M. KERN
REED T. KAWAHARA
DAVID DOEZEMA

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

LOS ANGELES

KATHLEEN H. HEAD
JAMES A. RABE
GREGORY D. SOO-HOO
KEVIN E. ENGSTROM
JULIE L. ROMEY

Re: Carpinteria Hotel Request for Proposals

Dear Mr. Johnson:

Pursuant to your request, Keyser Marston Associates, Inc. (KMA) prepared the following scope of services for the City of Carpinteria (City). As KMA understands the situation, the City is seeking assistance for the preparation and review of developer proposals for a potential hotel at the intersection of Linden Avenue and 5th Street (Site) in downtown Carpinteria. To this end, KMA is pleased to submit this letter proposal to assist the City.

PROPOSED SCOPE OF SERVICES

KMA is proposing to undertake the following work scope which is separated into two tasks: Request for Proposals (RFP) Preparation and Evaluation, and Negotiations Support.

Task I – Request for Proposals Preparation and Evaluation

As KMA understands the situation, the City intends to solicit development proposals for the Site. The following scope of services assumes the City will prepare the RFP, with KMA assisting this effort by providing technical expertise to the City and its proposal review panel. To that end, KMA proposes the following:

- Request for Proposals - KMA will review and provide input into the City's preparation of an RFP that solicits, at a minimum, the following information from potential developers:

- Proposed development entity
 - Development experience
 - Key staff member experience
 - Financial capacity
 - Proposed development program
 - Project pro forma
 - City proceeds
 - Project schedule
- Distribution List and Advertising –KMA will help identify developers that may be interested and qualified to develop the Site.
- RFP Inquiries –KMA can act as a point of contact for financial and economic questions concerning the RFQ including attendance at a pre-bid meeting (if requested).
- Financial Statement Review – KMA will perform a confidential review of the developers' financial statements to ensure their ability to perform.
- Initial Proposal Review – KMA review proposals and identify deficiencies or areas that require clarification. Prepare a list of follow up questions for each developer to augment the proposal submittal. KMA will evaluate the responses to ensure the developers have fully addressed all aspects of the RFP.
- Interviews – KMA will assist the City in preparing for and conducting developer interviews.
- Secondary Proposal Review – KMA will review the market data supplied by the developers to ensure its consistency with existing and future conditions. KMA will evaluate the proposed action plan and schedule of performance proposed by the developers, including their proposed marketing and management plans. Finally, KMA will review the development and operating projections:
 - Evaluate project costs
 - Consider whether projected rates and occupancies are supportable in the marketplace
 - Compare returns to market norms
 - Estimate rent to the City

- Summarize RFP Review – KMA will prepare a comparison matrix of the developer proposals with an accompanying memorandum summarizing the key issues and assumptions.

Task II – Negotiations Support

After selection of the developer(s), KMA will assist the City and its legal counsel in the negotiation of the master development agreement and ground lease or such other agreements as are necessary to implement the project. KMA will provide the following services:

- Meetings – KMA will attend meetings with the City's negotiating team on an as-needed basis.
- Negotiating Strategies – KMA will provide input on negotiating strategies to the City team.
- Financial Modeling – KMA will prepare financial models illustrating the ramifications of proposed agreement terms. As part of this effort, KMA will prepare multiple scenarios demonstrating the impact of alternative market conditions and/or deal points. In addition, the analysis will consider the potential City revenues generated by the proposed terms.
- Agreement Preparation – KMA will work with the City's negotiating team to prepare and review the proposed agreement, and provide appropriate language in support of the agreement.
- Board/Public Meetings – KMA will be available to provide briefings or public presentations, summarizing the key financial assumptions.

PROJECT BUDGET AND SCHEDULE

Given our understanding of the situation, KMA believes that the scope of services outlined in Tasks I and II would fully address the City's request. To provide some guidance, it is KMA's preliminary estimate that the professional fee budget to conduct Task I is \$17,500. The Task II services would be provided on an as-requested basis, so the budget would be dependent on KMA's level of involvement in the process and would be provided on a time and materials basis. Given our experience with similar projects in Southern California, KMA estimates the cost of these services would range from \$15,000 to \$25,000 as shown below.

Exhibit "B"

Dylan Johnson
Brownstein Hyatt Farber Schreck, LLP

August 22, 2016
Page 4

	<u>Budget</u>
Task I – RFP Review	\$17,500
Task II – Negotiations Support	\$15,000 - \$25,000

For the purposes of these budget estimates, KMA anticipates attending the following number of meetings.

	<u>Meetings</u>
Task I – RFP Preparation and Review	3
Task II – Negotiations Support	TBD

Any additional meetings will be billed on a time-and-expenses basis in accordance with the KMA rate schedule detailed below.

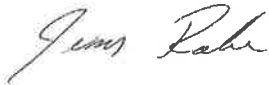
Keyser Marston Associates, Inc.	
Hourly Rates	
A. Jerry Keyser*	\$280.00
Managing Principals*	\$280.00
Senior Principals*	\$270.00
Principals*	\$250.00
Managers*	\$225.00
Senior Associates	\$187.50
Associates	\$167.50
Senior Analysts	\$150.00
Analysts	\$130.00

The City will be billed monthly during the analysis. KMA believes Task I can be completed within 12 weeks of receiving authorization to proceed, and any data/information requested from the City. The schedule for Task II will be determined by the progress of negotiations between the City and Developer.

We hope the above meets your needs, and are available to discuss the above at your convenience.

Sincerely,

KEYSER MARSTON ASSOCIATES, INC.

A handwritten signature in cursive script, appearing to read "James Rabe".

James Rabe

A handwritten signature in cursive script, appearing to read "Kevin Engstrom".

Kevin Engstrom



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/4/2016

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 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 MOC Insurance Services License No. 0589960 44 Montgomery St., 17th Fl. San Francisco CA 94104		CONTACT NAME: Halidee Callejas PHONE (A/C No. Ext): (415) 957-0600 FAX (A/C No): (415) 957-0577 E-MAIL: hcallejas@mocins.com ADDRESS:															
INSURED Keyser Marston Associates, Inc. 160 Pacific Avenue, Suite 204 San Francisco CA 94111		<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Citizens Insurance Co of America</td><td>31534</td></tr><tr><td>INSURER B: Allmerica Financial Benefit Co</td><td>41840</td></tr><tr><td>INSURER C: Republic Indemnity</td><td>22179</td></tr><tr><td>INSURER D: Evanston Insurance Co.</td><td>35378</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Citizens Insurance Co of America	31534	INSURER B: Allmerica Financial Benefit Co	41840	INSURER C: Republic Indemnity	22179	INSURER D: Evanston Insurance Co.	35378	INSURER E:		INSURER F:	
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INSURER E:																	
INSURER F:																	

COVERAGES

CERTIFICATE NUMBER: 2015-2016

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDC INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR	X	Y	ZDFA49104901 No Deductible Applies	12/1/2015	12/1/2016	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000						
	MED EXP (Any one person) \$ 10,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ Included
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS ☐ SCHEDULED AUTOS HIRED AUTOS ☒ NON-OWNED AUTOS Comp \$500 ☒ Coll \$500	X	Y	AWFA49004901	12/1/2015	12/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
							Uninsured Motorist combined \$ 1,000,000
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE	X		UHFA49117101	12/1/2015	12/1/2016	EACH OCCURRENCE \$ 4,000,000
	DED ☒ RETENTION \$ #/A						AGGREGATE \$ 4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	03954621	12/1/2015	12/1/2016	☒ PER STATUTE ☐ OTHER
	E L EACH ACCIDENT \$ 1,000,000						
	E L DISEASE - EA EMPLOYEE \$ 1,000,000						
	E L DISEASE - POLICY LIMIT \$ 1,000,000						
D	Professional Liability Retention \$25,000			E0861972 Retro Date: 11/11/1976	12/1/2015	12/1/2016	Each Wrongful Act \$1,000,000 AGGREGATE LIMIT \$2,000,000

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

The City of Carpinteria, its officials, employees, volunteers and agents are named as additional insured as respects their interest may appears per written contract. This insurance is primary and non-contributory. 30 day notice of cancellation/10 day for non-payment of premium. Waiver of Subrogation applies.

CERTIFICATE HOLDER

CANCELLATION

City of Carpinteria 5775 Carpinteria Avenue Carpinteria, CA 93013-2698	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 Halidee Callejas/HCA <i>Halidee Callejas</i>

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POLICY NUMBER: ZDFA49104901

Effective Date: 12/01/2015

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART**SCHEDULE**

Name of Additional Insured Person(s) or Organization(s):	Location(s) of Covered Operations
<u>The City of Carpinteria, its officials, employees, volunteers and agents</u> It is understood and agreed that this insurance is primary and any other insurance maintained by the Additional Insured shall be excess only and not contributing with this insurance in regards to all operations as pertains to the named insured.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**INSURANCE INDUSTRIE CHANGE; COMMERCIAL GENERAL LIABILITY
ADDITIONAL INSURED ENDORSEMENT**

Please be advised that the CG 20 10 10 01 Endorsement has been replaced with the CG 20 10 07 04 Additional Insured Endorsement.

City of Carpinteria, its officials, employees, volunteers and agents is/are named as Additional Insured(s) on the Commercial General Liability policy.

Keyser Marston Associates, Inc. provides professional services to; City of Carpinteria, its officials, employees, volunteers and agents therefore 'completed operations' coverage would be addressed under the Professional Liability policy shown as "Insurer D" on the attached Certificate of Insurance.

BUSINESS AUTO COVERAGE FORM

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

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

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V - Definitions.

SECTION I - COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols	
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5	Owned "Autos" Subject To No-Fault	Only those "autos" you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Nonowned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households but only while used in your business or your personal affairs.

19	Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.
----	--	---

B. Owned Autos You Acquire After The Policy Begins

1. If Symbols 1, 2, 3, 4, 5, 6 or 19 are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol 7 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
 - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. "Loss"; or
 - e. Destruction.

SECTION II – LIABILITY COVERAGE

A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
 - (1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.

- (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
- (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
- (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
- (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

2. Coverage Extensions

a. Supplementary Payments

We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All costs taxed against the "insured" in any "suit" against the "insured" we defend.
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

b. Out-Of-State Coverage Extensions

While a covered "auto" is away from the state where it is licensed we will:

- (1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This insurance does not apply to any of the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That the "insured" would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
 - (1) Employment by the "insured"; or

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

State	Person or Organization	Job Description
California	City of Carpinteria 5775 Carpinteria Avenue Carpinteria, CA 93013-2698	All California Operations

The additional premium charge for this endorsement shall be 5% of the premium developed in conjunction with the work for which this waiver is provided.

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

Republic Indemnity Company of America	
Company Number	19739
Insured	Keyser Marston Associates Inc
Policy Number	39546-21
Endorsement Number	83
Endorsement Effective	December 01, 2015
Printed On	April 05, 2016

Countersigned by : _____

EXHIBIT C

INSURANCE REQUIREMENTS

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

Consultant shall provide the following types and amounts of insurance:

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

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

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

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

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

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

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

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees, volunteers and agents, using standard ISO endorsement No. CG 2010 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.

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

Consultant

By James Rabe, Vice President
Name, Title of Signator

Dated: March 31, 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.

Conceptual Rendering of Inn and Restaurant Project

Prepared by the City



CARPINTERIA INN

Carawan Architecture

© 2015



City of Carpinteria

COUNCIL AGENDA STAFF REPORT September 12, 2016

ITEM FOR COUNCIL CONSIDERATION

Issuance of report describing the City of Carpinteria's progress towards developing comprehensive regulations for short-term rentals since the temporary moratorium was adopted.

STAFF RECOMMENDATION

Action Item X Non-Action Item

Motion: Adopt and issue the attached report (Attachment A) describing the measures taken to alleviate the conditions which led to the adoption of Ordinance Nos. 705 and 706 ("Report"), which established and extended the temporary moratorium on Short-term Rentals and direct staff to bring forth a one-year extension of the temporary moratorium at the September 26, 2016 City Council meeting.

BACKGROUND

At its August 10, 2015 meeting, the City Council considered a Staff Report and public testimony that, in part, addressed issues Short-term Rentals ("STR")¹ are creating in Carpinteria. After deliberating on the matter, the Council directed staff to initiate the process of amending the City's zoning regulations pertaining to STRs in response to the growth in STRs in Carpinteria and concern over the potential negative ramifications of that growth on the character of City's neighborhoods and on the availability of long-term housing for the City's workforce.

At its October 26, 2015 meeting, the City Council adopted Ordinance No. 705 (Attachment B) establishing a temporary moratorium on STRs in the City of Carpinteria. At its November 23, 2015 meeting, the City Council adopted Ordinance No. 706

¹ The proposed ordinance defines Short-term Rentals as "the rental of a residential unit for a period of thirty (30) consecutive calendar days or less." Short-terms Rentals include both Vacation Rentals and Home Stays.

(Attachment C) extending the temporary moratorium on STRs throughout the City until October 24, 2016.

After multiple public hearings, the City Council approved a first reading of comprehensive STR regulations on April 25, 2016. The proposed regulations were submitted to the California Coastal Commission ("Coastal Commission") on May 16, 2016. Following a request for additional information, the submittal was deemed complete on August 17, 2016. City staff met with Coastal Commission staff on August 29, 2016 to discuss processing of the request.

Ensuring that the moratorium remains in effect during the period that the Coastal Commission is considering the City's proposed regulations is necessary to guarantee that, once adopted, the proposed regulations can operate effectively. The extension currently under consideration by the City Council would extend the moratorium through October 23, 2017.

LEGAL

Section 65858(d) of the Government Code requires that, ten days prior to an extension of an urgency ordinance, the City Council must "issue a written report describing the measures taken to alleviate the condition which led to the adoption of the ordinance." Subject to its adoption and issuance by the City Council, the attached Report satisfies these requirements. The attached Report summarizes the significant efforts made to alleviate the concerns identified by the STR Moratorium.

OPTIONS

- A. Adopt and issue the attached Report and direct staff to bring forward a one-year extension of the temporary moratorium at the September 26, 2016 City Council meeting.
- B. Decline to adopt and issue the attached Report and direct staff as to next steps.

PRINCIPAL PARTIES EXPECTED AT MEETING

N/A

ATTACHMENTS

Attachment A	Government Code § 65858(d) Report
Attachment B	Ordinance No. 705
Attachment C	Ordinance No. 706

Staff Contact: Shanna Farley-Judkins, Associate Planner
(805) 755-4405 / shannaf@ci.carpinteria.ca.us


Signature

Reviewed by: Steve Goggia, Community Development Director


Signature

Reviewed by: Jena Acos, Legal Counsel
Brownstein Hyatt Farber Schreck, LLP
Acting as City Attorney


Signature

Reviewed by: Dave Durflinger, City Manager


Signature

Attachment A
Government Code §65858(d) Report

City Council
September 12, 2016

Gov. Code § 65858(d) Report

Date: September 12, 2016

From: City Council

Subject: Report Describing Measures Taken to Alleviate
Need for Moratorium on Short-term Rentals



This report ("Report") describes the measures taken by the City of Carpinteria ("City") to alleviate the conditions which led to the adoption of Ordinance No. 705 and Ordinance No. 706, which enacted and extended a moratorium on the issuance of business licenses and transient occupancy certificates for the establishment of new short-term rentals within the City's residential neighborhoods.

Background

Many communities across the state and country are experiencing a growth in the number of residential units being converted for Short-term Rental ("STR") use.¹ This has also been the case in the City, where it is estimated that almost 300 STRs exist. This rapid increase in STRs has raised important public health, safety and welfare concerns and policy issues for the City, including maintaining the availability and affordability of housing and the character and quality of established residential neighborhoods. These concerns are more thoroughly described in the staff reports presented to the Planning Commission and the City Council for their respective deliberations on potential STR regulations.

On August 10, 2015, the City Council heard public testimony regarding the impacts created by STRs throughout the City. After deliberating on the matter, the Council directed staff to initiate the process of drafting comprehensive regulations to address the potential negative ramifications of the recent growth in STRs on the character of City's neighborhoods and on the availability of long-term housing for the City's workforce.

At its October 26, 2015 meeting, the City Council adopted Ordinance No. 705 establishing a temporary moratorium on STRs in the City of Carpinteria ("Moratorium"). At its November 23, 2015 meeting, the City Council adopted Ordinance No. 706

¹ "Short-term Rental" is defined as the rental of a residential unit for a period of thirty (30) consecutive days or less, subject to all applicable city land use regulations, permit/licensing requirements, and payment of fees and/or taxes, including transient occupancy tax as defined in Chapter 3.20 of the Carpinteria Municipal Code. Short-term Rentals include both vacation rentals and home stays. "Vacation Rental" is defined as a type of Short-term Rental where the owner of the residential unit does not remain in the residential unit during the entire rental period and typically include the rental of an entire dwelling or premises. "Home stay" is defined as a type of Short-term Rental where the owner remains in the residential unit during the entire rental period.

extending the Moratorium on STRs throughout the City. The purpose of the Moratorium is to prevent the establishment of additional STRs during development and approval of comprehensive regulations for STRs.

Both the Planning Commission and the City Council have held numerous public hearings to receive public comments and consider potential regulations on numerous occasions over the past year. On April 25, 2016, the City Council approved the first reading of Ordinance No. 708, which sets forth comprehensive regulations for STRs ("Proposed STR Regulations"). As proposed, the Proposed STR Regulations would establish a Vacation Rental Overlay District, as well as regulations for both Vacation Rentals and Home Stays. The Proposed STR Regulations provide a regulatory path to balancing the preservation and availability of affordable long-term rental housing for the City's local workforce with allowing Short-term Rentals to continue to operate in certain areas and at a level of intensity appropriate to serve the needs of the Carpinteria community and visitors, including supporting the California Coastal Act's ("Coastal Act") goal of preserving public coastal access.

In compliance with the Coastal Act, the Proposed STR Regulations were submitted to the California Coastal Commission ("Coastal Commission") on May 16, 2016 for their consideration. Following a request for additional information, the submittal was deemed complete by the Coastal Commission on August 17, 2016. Over the next several months, the Coastal Commission will be reviewing the Proposed STR Regulations for their approval. Upon approval, the Proposed STR Regulations will return to the City Council for a second reading, and if approved, will become effective after thirty (30) days.

Therefore, although the City has made significant progress towards enacting comprehensive STR regulations, the conditions that led to the adoption of the Moratorium are ongoing.

Attachment B
Ordinance No. 705

City Council
September 12, 2016

ORDINANCE NO. 705

**AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
CARPINTERIA, CALIFORNIA ESTABLISHING A MORATORIUM ON THE
ISSUANCE OF BUSINESS LICENSES AND/OR TRANSIENT OCCUPANCY TAX
CERTIFICATES OR ANY OTHER ENTITLEMENT FOR THE OPERATION OF
SHORT-TERM RENTALS WITHIN RESIDENTIAL ZONES.**

WHEREAS, pursuant to the City of Carpinteria's ("City") police power, as granted broadly under Article XI, Section 7 of the California Constitution, the City Council of the City ("City Council") has the authority to enact and enforce ordinances and regulations for public health, safety and welfare; and

WHEREAS, the City's Zoning Ordinance currently allows rentals of residential units for periods of thirty (30) consecutive days or less ("short-term rentals") in the City's Planned Residential Development Districts ("PRD District") and all of the City's Central Business District ("CB District") and Commercial Plan Development Districts ("CPD District") and prohibits short-term rentals in all Single-Family Residential Districts ("R-1 District"), Planned Unit Development Districts ("PUD District"), and Mobile Home Park Plan Development Districts ("MHP District"); and

WHEREAS, legal operation of a short-term rental requires issuance of both a business license and transient occupancy tax ("TOT") certificate from the City; and

WHEREAS, the City currently offers a wide variety of options for overnight visitors, ranging from campground spaces to motel and hotel rooms to bed and breakfasts to legally operating licensed and certificated short-term rental units, which are not affected by this urgency ordinance ("Ordinance"); and

WHEREAS, online host sites increasingly have become a popular marketing technique to advertise residential units that are available for short-term rental use; and

WHEREAS, the City has recently experienced a sharp increase in the number of residential units being converted to short-term rentals; and

WHEREAS, the City's character as a classic California beach town and its reputation as a desirable vacation destination substantially increases the likelihood that residential units will continue to be converted to short-term rentals at a fast pace within the City's boundaries; and

WHEREAS, both the availability and affordability of housing is already very low in the City, making it extremely challenging for first time home buyers to enter the housing purchase market, for renters seeking other than short-term rentals to find available housing, and for business owners to meet the housing needs of their employees; and

WHEREAS, residents living in close proximity to the locations of short-term rentals have expressed concerns to the City regarding the excessive noise, disorderly conduct, overcrowding, traffic congestion, illegal vehicle parking and the accumulation of refuse attributable to short-term rentals which have required an escalation in responses from police, code enforcement, and other City services; and

WHEREAS, the City Council finds that the above conditions create substantial health, safety and welfare problems for the City, its residents and its businesses; and

WHEREAS, on August 10, 2015 the City Council directed City staff to prepare a proposal to adopt zoning regulations for short-term rentals within the City, including but not limited to consideration of designation of zone district boundaries in which such uses should be allowed, quantitative numeric caps on the number of such uses, and required operational restrictions; and

WHEREAS, City staff is currently studying and drafting comprehensive regulations governing short-term rentals pursuant to the City Council's direction; and

WHEREAS, a temporary moratorium is necessary to allow City staff time to study possible revisions to the City's zoning ordinance and other regulations to address the matters set forth above, which regulations when completed will be brought back for City Council consideration within a reasonable time; and

WHEREAS, California Government Code Section 65858 provides that for the purpose of protecting the public safety, health and welfare and without following the procedures otherwise required prior to adoption of a zoning ordinance, the City Council may adopt, as an urgency measure, an urgency ordinance prohibiting any uses which may be in conflict with "a contemplated general plan, specific plan, or zoning proposal that the [City Council], planning commission or the planning department is considering or studying or intends to study within a reasonable time"; and

WHEREAS, in the absence of an urgency moratorium, the City's ability to effectively address in a timely manner the negative impacts caused by short-term rentals on the public health, safety and welfare will be seriously compromised; and

WHEREAS, the City Council has determined, by at least a four-fifths (4/5) vote, that this Ordinance is adopted pursuant to the requirements of Government Code section 65858, is a matter of City-wide importance, is a reasonable and necessary measure designed for immediate preservation and protection of the public health, safety and welfare of the community, and is in accord with the public purposes and provisions of applicable State and local laws and regulations.

NOW, THEREFORE, THE CITY COUNCIL HEREBY ORDAINS AS FOLLOWS:

SECTION 1. Recitals Incorporated.

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

SECTION 2. Declaration of Urgency.

The City Council of the City hereby finds and declares that, for the reasons set forth in the above Recitals, there is a need to enact an urgency ordinance establishing a moratorium on the issuance of all business licenses and/or TOT certificates or any other entitlement for the operation of short-term rentals within the City's residential zones, subject to the findings and conditions contained in this Ordinance. Prior to the issuance of further entitlements for short-term rentals within residential areas, the City staff needs time to study the Carpinteria Municipal Code

("CMC"), including the Zoning Ordinance, and other regulations to ensure that the provisions of the Zoning Code and other regulations regarding short-term rentals are compatible with and support the City's General Plan, insure consistency with surrounding land uses, are in compliance with evolving state and federal law, and adequately insure that the effects of such land use on the health, safety and welfare of the residents and businesses of Carpinteria are adequately addressed.

SECTION 3. Moratorium.

Notwithstanding any other provisions of the CMC or any other ordinances or regulations of the City to the contrary, no business license and/or TOT certificate or any other entitlement which has as its result the approval or allowance of the operation of a short-term rental within the City's residential zones shall be granted or approved by any employee, department or commission of the City for a period of forty-five (45) days immediately succeeding the effective date of this Ordinance.

SECTION 4. Immediate Threat.

Based on the findings herein, this Ordinance is adopted pursuant to California Government Code Section 65858; adoption of such Ordinance is required in order to address the current and immediate threat identified by the City Council to the public health, safety and welfare of residents and businesses that would result from the grant of new business licenses and/or TOT certificates for the operation of short-term rentals within the City's residential zones.

SECTION 5. Hardship Exception/Waiver.

The City of Carpinteria, on a case-by-case basis, shall have the authority, upon a showing of good cause by an applicant, to waive the interim prohibition/moratorium imposed by this Ordinance and allow for the granting of a business license and/or TOT certificate to said applicant. Good cause shall mean a factual and evidentiary showing by the applicant that the interim prohibition/moratorium, if not waived, will deprive the applicant of substantially all reasonable economic use of his/her property. All such applications for waiver shall be filed with the City Community Development Department. Fees for waiver applications and associated appeals shall be the same as those charged for issuance of a business license and/or TOT certificate.

SECTION 6. Definition of Short-Term Rental

For the purposes of this Ordinance, "short-term rental" is defined as the rental of residential units for a period of 30 consecutive calendar days or less, subject to applicable city and/or county land use regulations, permitting and licensing requirements, and payment of applicable fees and/or tax, including TOT.

SECTION 7: Effective Date.

This Ordinance shall be in effect for a period of forty-five (45) days immediately following the date of adoption; provided, however, that after notice pursuant to California Government Code Section 65090 and a public hearing, the City Council members, by the affirmative vote of at least four-fifths (4/5) of the voting members, may extend this Ordinance for an initial period of time up to 10 months and 15 days pursuant to California Government Code Section 65858. Thereafter, a further extension of one (1) year is also permitted.

SECTION 8: Property Transfers and Existing Short-Term Rentals.

If a property that has been issued a valid business license and TOT certificate authorizing operation of a short-term rental use undergoes a change in ownership during the moratorium enacted pursuant to this Ordinance, the new owner may amend the existing business license and TOT certificate to reflect the change in ownership and may continue such use in compliance with all conditions and requirements.

SECTION 9: Amendment of Ordinance.

The City Council by ordinance after notice of public hearing and by the affirmative vote of at least four-fifths (4/5) of the City Councils may modify, amend, delete or add to this Ordinance upon a finding that such action will implement and enforce the goals, policies, and purposes of this Ordinance.

SECTION 10: 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 11: CEQA Exemption.

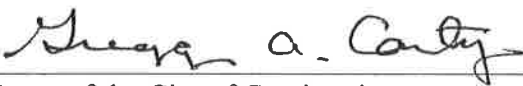
The City Council finds that this Ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to Title 14 of the California Code of Regulations, CEQA Guidelines Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378); the Ordinance prevents changes in the environment pending completion of the contemplated Carpinteria Municipal Code review and thus has no potential for resulting in physical change to the environment, directly or indirectly.

PASSED, APPROVED, AND ADOPTED this 26th day of October, 2015, by the following called vote:

AYES: COUNCILMEMBERS: Clark, Nomura, Stein, Shaw, Carty.

NOES: COUNCILMEMBERS: None.

ABSENT: COUNCILMEMBERS: None.



Mayor of the City of Carpinteria

ATTEST:



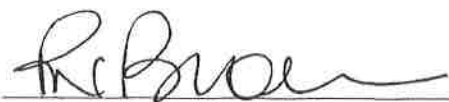
City Clerk, City of Carpinteria

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 this 26th day of October, 2015.



City Clerk, City of Carpinteria

APPROVED AS TO FORM:



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

Attachment C
Ordinance No. 706

City Council
September 12, 2016

ORDINANCE NO. 706

EXTENSION OF AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA, CALIFORNIA ESTABLISHING A MORATORIUM ON THE ISSUANCE OF BUSINESS LICENSES AND/OR TRANSIENT OCCUPANCY TAX CERTIFICATES OR ANY OTHER ENTITLEMENT FOR THE OPERATION OF SHORT-TERM RENTALS WITHIN RESIDENTIAL ZONES.

WHEREAS, pursuant to the City of Carpinteria's ("City") police power, as granted broadly under Article XI, Section 7 of the California Constitution, the City Council of the City ("City Council") has the authority to enact and enforce ordinances and regulations for public health, safety and welfare; and

WHEREAS, the City's zoning ordinance currently allows rentals of residential units for periods of thirty (30) consecutive days or less ("short-term rentals") in the City's Planned Residential Development Districts ("PRD District") and all of the City's Central Business District ("CB District") and Commercial Plan Development Districts ("CPD District") and prohibits short-term rentals in all Single-Family Residential Districts ("R-1 District"), Planned Unit Development Districts ("PUD District"), and Mobile Home Park Plan Development Districts ("MHP District"); and

WHEREAS, legal operation of a short-term rental requires issuance of both a business license and transient occupancy tax ("TOT") certificate from the City; and

WHEREAS, the City currently offers a wide variety of options for overnight visitors, ranging from campground spaces to motel and hotel rooms to bed and breakfasts to legally operating licensed and certificated short-term rental units, which are not affected by this urgency ordinance ("Ordinance"); and

WHEREAS, online host sites increasingly have become a popular marketing technique to advertise residential units that are available for short-term rental use; and

WHEREAS, the City has recently experienced a sharp increase in the number of residential units being converted to short-term rentals; and

WHEREAS, the City's character as a classic California beach town and its reputation as a desirable vacation destination substantially increases the likelihood that residential units will continue to be converted to short-term rentals at a fast pace within the City's boundaries; and

WHEREAS, both the availability and affordability of housing is already very low in the City, making it extremely challenging for first time home buyers to enter the housing purchase market, for renters seeking other than short-term rentals to find available housing, and for business owners to meet the housing needs of their employees; and

WHEREAS, residents living in close proximity to the locations of short-term rentals have expressed concerns to the City regarding the excessive noise, disorderly conduct, overcrowding, traffic congestion, illegal vehicle parking and the accumulation of refuse attributable to short-term rentals which have required an escalation in responses from police, code enforcement, and other City services; and

WHEREAS, the City Council finds that the above conditions create substantial health, safety and welfare problems for the City, its residents and its businesses; and

WHEREAS, on August 10, 2015 the City Council directed City staff to prepare a proposal to adopt zoning regulations for short-term rentals within the City, including but not limited to consideration of designation of zone district boundaries in which such uses should be allowed, quantitative numeric caps on the number of such uses, and required operational restrictions; and

WHEREAS, City staff is currently studying and drafting comprehensive regulations governing short-term rentals pursuant to the City Council's direction; and

WHEREAS, a temporary moratorium is necessary to allow City staff time to study possible revisions to the City's zoning ordinance and other regulations to address the matters set forth above, which regulations when completed will be brought back for City Council consideration within a reasonable time; and

WHEREAS, California Government Code Section 65858 provides that for the purpose of protecting the public safety, health and welfare and without following the procedures otherwise required prior to adoption of a zoning ordinance, the City Council may adopt, as an urgency measure, an urgency ordinance prohibiting any uses which may be in conflict with "a contemplated general plan, specific plan, or zoning proposal that the [City Council], planning commission or the planning department is considering or studying or intends to study within a reasonable time"; and

WHEREAS, in the absence of an urgency moratorium, the City's ability to effectively address in a timely manner the negative impacts caused by short-term rentals on the public health, safety and welfare will be seriously compromised; and

WHEREAS, on October 26, 2015 the City Council determined by unanimous vote to enact Ordinance No. 705 pursuant to the requirements of Government Code section 65858 for certain expressed purposes for a period of forty-five (45) days; and

WHEREAS, the provisions of Government Code section 65858 provide that the City Council may extend the interim ordinance for a period of ten (10) months and fifteen (15) days upon notice pursuant to Government Code section 65090 and a public hearing at which the City Council adopts the extension by at least a four-fifth (4/5) vote; and

WHEREAS, although the City has made progress (as outlined in report prepared pursuant to Government Code section 65858(d)), the City has not completed evaluating possible revisions to the City's zoning ordinance and other regulations to address regulation of short-term rentals; and

WHEREAS, pursuant to the requirements of Government Code section 65858, a notice of public hearing about the proposed extension of this Ordinance, originally enacted on October 26, 2015, has been placed in a newspaper of general circulation within the City; and

WHEREAS, pursuant to the requirements of Government Code section 65858 the City Council has determined, by at least four-fifth (4/5) votes, to extend this Ordinance for the immediate preservation and protection of the public health, safety and welfare of the community.

NOW, THEREFORE, THE CITY COUNCIL HEREBY ORDAINS AS FOLLOWS:

SECTION 1. Recitals Incorporated.

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

SECTION 2. Declaration of Urgency.

The City Council of the City hereby finds and declares that, for the reasons set forth in the above Recitals, there is a need to extend this Ordinance establishing a moratorium on the issuance of all business licenses and/or TOT certificates or any other entitlement for the operation of short-term rentals within the City's residential zones, subject to the findings and conditions contained in this Ordinance. Prior to the issuance of further entitlements for short-term rentals within residential areas, the City staff needs time to study the Carpinteria Municipal Code ("CMC"), including the zoning ordinance, and other regulations to ensure that the provisions of the zoning ordinance regarding short-term rentals are compatible with and support the City's General Plan, insure consistency with surrounding land uses, are in compliance with evolving state and federal law, and adequately insure that the effects of such land use on the health, safety and welfare of the residents and businesses of Carpinteria are adequately addressed.

SECTION 3. Moratorium.

Notwithstanding any other provisions of the CMC or any other ordinances or regulations of the City to the contrary, no business license and/or TOT certificate or any other entitlement which has as its result the approval or allowance of the operation of a short-term rental within the City's residential zones shall be granted or approved by any employee, department or commission of the City while this Ordinance is in force.

SECTION 4. Immediate Threat.

Based on the findings herein, this Ordinance is adopted pursuant to California Government Code Section 65858; adoption of such Ordinance is required in order to address the current and immediate threat identified by the City Council to the public health, safety and welfare of residents and businesses that would result from the grant of new business licenses and/or TOT certificates for the operation of short-term rentals within the City's residential zones.

SECTION 5. Hardship Exception/Waiver.

The City of Carpinteria, on a case-by-case basis, shall have the authority, upon a showing of good cause by an applicant, to waive the interim prohibition/moratorium imposed by this Ordinance and allow for the granting of a business license and/or TOT certificate to said applicant. Good cause shall mean a factual and evidentiary showing by the applicant that the interim prohibition/moratorium, if not waived, will deprive the applicant of substantially all reasonable economic use of his/her property. All such applications for waiver shall be filed with the City Community Development Department. Fees for waiver applications and associated appeals shall be the same as those charged for issuance of a business license and/or TOT certificate.

SECTION 6. Definition of Short-Term Rental

For the purposes of this Ordinance, “short-term rental” is defined as the rental of residential units for a period of 30 consecutive calendar days or less, subject to applicable city and/or county land use regulations, permitting and licensing requirements, and payment of applicable fees and/or tax, including TOT.

SECTION 7: Effective Date: Extension.

This Ordinance shall be in effect for a period of up to ten (10) months and fifteen (15) days immediately following the date of expiration of Ordinance No. 705, which is December 9, 2015; provided, however, that after notice pursuant to California Government Code Section 65090 and a public hearing, the City Council, by the affirmative vote of at least four-fifths (4/5) of the voting members, may extend this Ordinance for an additional period one (1) year pursuant to California Government Code section 65858.

SECTION 8: Property Transfers and Existing Short-Term Rentals.

If a property that has been issued a valid business license and TOT certificate authorizing operation of a short-term rental use undergoes a change in ownership during the moratorium enacted pursuant to this Ordinance, the new owner may amend the existing business license and TOT certificate to reflect the change in ownership and may continue such use in compliance with all conditions and requirements.

SECTION 9: Amendment of Ordinance.

The City Council by ordinance after notice of public hearing and by the affirmative vote of at least four-fifths (4/5) of the City Councils may modify, amend, delete or add to this Ordinance upon a finding that such action will implement and enforce the goals, policies, and purposes of this Ordinance.

SECTION 10: 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 11: CEQA Exemption.

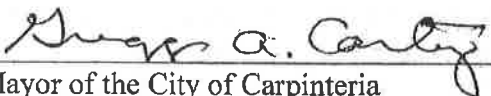
The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (“CEQA”) pursuant to Title 14 of the California Code of Regulations, CEQA Guidelines Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378); the Ordinance prevents changes in the environment pending completion of the contemplated Carpinteria Municipal Code review and thus has no potential for resulting in physical change to the environment, directly or indirectly.

PASSED, APPROVED, AND ADOPTED this 23rd day of November, 2015, by the following called vote:

AYES: COUNCILMEMBERS: CLARK, NOMURA, STEIN, SHAW, CARTY

NOES: COUNCILMEMBERS: NONE.

ABSENT: COUNCILMEMBERS: NONE.



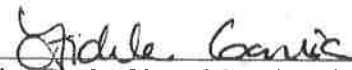
Mayor of the City of Carpinteria

ATTEST:



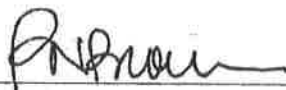
City Clerk, City of Carpinteria

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 this 23rd day of November, 2015.



City Clerk, City of Carpinteria

APPROVED AS TO FORM:



Peter N. 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 September 12, 2016

ITEM FOR COUNCIL CONSIDERATION

Consideration of an appropriation to fund a consultant services agreement to assist with the preparation of a Long-Term Financial Plan.

STAFF RECOMMENDATION

Action Item X ; Non-Action Item

That the City Council appropriate \$11,405 from the General Fund Unassigned Fund Balance to the Contract Services 12 account to fund a consultant services agreement to assist with the preparation of a Long-Term Financial Plan.

Motion: I move to adopt Resolution No. 5691 to appropriate \$11,405 from the General Fund Unassigned Fund Balance to the Contract Services 12 account to fund a consultant services agreement to assist with the preparation of a Long-Term Financial Plan.

BACKGROUND

Part of the City's current Work Plan for 2016 is creation of a Long-Term Financial Plan that identifies critical areas which have, or are expected to have, an impact on the financial condition of the City over the next five years. The objective of this Work Plan item is to have a plan that provides an effective framework for actions that improve the City's financial condition and help it better meet service needs and expectations over time. Additionally, a Long-Term Financial Plan can be the context for local economic forecasting and supports the City's strategic planning work, City budget revenue, and expenditure projections. Finally, the Government Finance Officers Association (GFOA), which evaluates the City budget document, has recommended this as an addendum to the budget document.

DISCUSSION

As it relates to completing the Plan, the City has recently received a consultant proposal (attached) to assist staff in the preparation of the Long-Term Financial Plan. The City's Finance Committee (Councilmembers Stein and Clark) have reviewed the proposal and request that appropriate funding for related costs be considered by the City Council.

The proposed consultant, Bill Statler, is well qualified and would provide expertise and experience in analyzing local government finances and assisting in the creation of strategic options through a Long-Range Plan.

POLICY CONSISTENCY

This item is consistent with the City's Mission Statement for making judicious use of limited resources and supports the ability of the City to effectively implement policies included in the General Plan/Local Coastal Plan.

FINANCIAL CONSIDERATIONS

Appropriation of these funds would reduce the Unassigned Fund Balance by \$11,405.

LEGAL

Appropriations from the Unassigned Fund Balance must be completed by Resolution.

OPTIONS

Decide not to pursue preparation of a Long-Term Financial Plan at this time

PRINCIPAL PARTIES EXPECTED AT MEETING

William Statler, Consultant (Fiscal Policy, Financial Planning, Analysis, Training, Organizational Review)

ATTACHMENTS

- A. Resolution No. 5691
- B. Proposal from Bill Statler to assist with the preparation of a Long-Term Financial Plan

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



Signature

Staff contact: John Thornberry
Administrative Services Director
805-755-4448, johnt@ci.carpinteria.ca.us



Signature

Reviewed by: Dave Durlinger, City Manager



Signature

Attachment A

Resolution No. 5691

RESOLUTION NO. 5691

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

**APPROPRIATING \$11,405 FROM THE GENERAL FUND
UNASSIGNED FUND BALANCE TO THE CONTRACT
SERVICES 12 ACCOUNT 10.12.22.0 TO FUND A CONSULTANT
SERVICES AGREEMENT TO ASSIST WITH THE PREPARATION
OF A LONG-TERM FINANCIAL PLAN.**

WHEREAS, part of the City's current Work Plan for 2016 is creation of a Long-Term Financial Plan that identifies critical areas which have, or are expected to have, an impact on the financial condition of the City over the next five years; and

WHEREAS, the objective of this Work Plan item is to have a plan that provides an effective framework for actions that improve the City's financial condition and help it better meet service needs and expectations over time; and

WHEREAS, a Long-Term Financial Plan can be the context for local economic forecasting and supports the City's strategic planning work, City budget revenue, and expenditure projections; and

WHEREAS, the Government Finance Officers Association (GFOA), which evaluates the City budget document, has recommended this as an addendum to the budget document.

NOW, THEREFORE, BE IT RESOLVED as follows: that \$11,405 be appropriated from the General Fund Unassigned Fund Balance to the Contract Services 12 account 10.12.22.0 to fund a consultant services agreement to assist with the preparation of a long-term financial plan.

PASSED, APPROVED AND ADOPTED on September 12, 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 September 12, 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 B

Proposal from William Statler to assist with the
preparation of a Long-Term Financial Plan

William C. Statler

Fiscal Policy ■ Financial Planning ■ Analysis ■ Training ■ Organizational Review

August 4, 2016



Proposal to the City of Carpinteria GENERAL FUND LONG-TERM FINANCIAL PLAN

This proposal is in response to the City of Carpinteria's interest in preparing a General Fund five-year fiscal forecast and financial plan in helping assess its ability to sustain current service levels, address long-term liabilities and achieve capital improvement plan (CIP) goals. The following outlines my proposed work program, schedule, compensation and qualifications for performing this review.

Background. Like virtually all other local governments in California, the City has been faced with major fiscal challenges over the past several years in the wake of the worst recession since the Great Depression.

Making good resource decisions in the short term as part of the budget process requires taking into account their impact on the City's fiscal condition down the road. Developing good solutions requires knowing the size of the problem the City is trying to solve: in short, the City cannot fix a problem it hasn't defined. And in this economic and fiscal environment, looking only one year ahead has the strong potential to misstate the size and nature of the fiscal challenges ahead of the City, especially when considering CIP goals and long-term liabilities such as pensions and retiree health care obligations.

For those local agencies that have prepared longer-term forecasts and follow-on financial plans, this did not magically make their fiscal problems disappear: they still had tough decisions to make. However, it allowed them to better assess their longer term outlook, more closely define the size and duration of the fiscal challenges facing them, and then make better decisions accordingly for both the short and long run. This will be true for the City as well.

OVERVIEW

Long-Term Financial Plan Purpose

The purpose of the proposed long-term financial plan is to forecast the General Fund's ability over the next five years – on an “order of magnitude” basis – to continue current services in light of the worst recession since the Great Depression, long-term liabilities and CIP goals;

and if the forecast projects a negative gap between revenues and expenditures, to identify realistic options for the City's consideration in closing the gap.

Forecast Approach

The proposed work program consists of three main steps:

- Project revenues based on current sources.
- Subtract from them the likely operating costs for current service levels, existing debt and other long-term obligations, and CIP projects.
- If positive, the balance remaining is available to fund service restorations or "new initiatives." If negative, it shows the likely "budget gap" if the City continues current service levels and works towards achieving adopted CIP goals. In this case, the forecast will present realistic "high level" options for closing the gap.

Operating or Capital Improvements beyond the "Baseline." The approach outlined above focuses on maintaining current service levels as established in the 2016-17 Budget. However, if there are specific operating program improvements, debt reduction strategies or CIP projects that the City would like to include in the analysis, this can be easily accomplished as "what ifs" within the same analytical framework.

One Forecast or Several Scenarios? There are advantages and disadvantages to either approach. In my experience, policy makers are better served with "one" forecast that reflects the best set of assumptions for effective decision-making. However, the model will be capable of addressing several "what ifs" in assessing the sensitivity of the forecast to different assumptions.

Meaningful Involvement of Finance and Other Key City Staff. In preparing the forecast, key staff as identified by the City will be meaningfully involved in developing and reviewing the assumptions that drive the forecast; and in understanding the methodology used in preparing the forecast to ensure that results are transparent (and not arrived at by a mysterious black box). As discussed further below, one of the key deliverables will be the underlying forecast model in Excel that staff will be able to update in the future.

Caveat on the Forecast Results

It is important to stress that the proposed forecast is not the budget.

As noted above, its purpose is to provide an "order of magnitude" feel for the City's ability to continue current services, meet long-term debt obligations and achieve CIP goals based on key assumptions. It doesn't make expenditure decisions; it doesn't make revenue decisions; and it doesn't make policy tradeoffs in determining the highest priority uses of the City's limited resources: this is the purpose of the budget process.

Ultimately, the proposed forecast cannot answer the question: “Can Carpinteria afford new initiatives?” This is a basic question of priorities, not of financial capacity.

Can the City afford new initiatives?

This is a basic question of priorities, not of financial capacity. But the forecast will help assess how difficult answering this question will be.

However, by identifying and analyzing key factors affecting the City’s long-term fiscal health, the forecast can help assess how difficult making these priority decisions will be. And as noted above, if the forecast projects a negative gap between revenues and expenditures, the report will present realistic options for the City’s consideration in closing the gap.

WORK PROGRAM

The following summarizes key tasks and work products in preparing the five-year financial plan for the City’s General Fund:

1. Finalize Workscope/Kick-Off Briefing

- a. Finalize workscope and schedule.
- b. Hold on-site briefing with key staff on forecast purpose, their role in the process and answer any questions. By briefing all key staff at the same time before launching the project, we can make sure everyone receives the same background information and address any concerns.
- c. Begin gathering data and reviewing key fiscal documents such as the Budget, comprehensive annual financial report, CalPERS and retiree health care actuarial studies, fiscal policies and interim financial reports.

2. Prepare Trend Analyses

The past is the first place to look in projecting the future. The past does not determine the future—but if the future is going to be different than the past, why?

Based on information largely provided by City staff, prepare ten-year trend analyses for the key fiscal factors, such as:

- a. Key revenues reflecting at least 80% of total General Fund revenues.
- b. Operating, debt service and CIP expenditures.
- c. City population growth, new housing units and building permit valuations.
- d. Changes in the consumer price index.

3. Develop Forecast Assumptions and Model

Working closely with City staff, develop forecast assumptions for key revenues, operating expenditures, debt service obligations, population and non-residential growth, such as:

- a. **Key revenues.** Based on past trends and forecast factors from a variety of sources, such as the UCLA forecast for California, regional forecasts as available, economic trends reported in the national media and information provided by the State Legislative Analyst, State Department of Finance, State Controller, League of California Cities and the City's sales tax advisor (HdL).
- b. **Operating expenditures.** Based on past trends and assumptions for any key variables, such as compensation policies, energy and fuel costs, insurance, pension and retiree health care costs. This would also include any significant General Fund support to or from other funds.
- c. **Debt service.** Based on current debt obligations and any assumptions for new ones that should be made based on current plans
- d. **CIP expenditures.** There are several approaches for preparing CIP cost projections. One is to use adopted long-term improvement plans. However, these tend to be more ambitious than an agency's current fiscal capacity, even in "good times." As such, we may also want to consider how this compares with actual past experience and the current CIP budget; and whether the adopted CIP adequately funds maintenance or replacement of existing facilities, infrastructure and equipment. This is one of the areas where some "what ifs" based on alternative CIP assumptions may be useful.

The City is in the process of developing a comprehensive CIP and related development impact fee program. The financial plan will be informed by these results.

- e. **Key under-funded operating programs and capital improvements.** Optional approach if desired by the City, based on cost assessments by staff.
- f. **Population and non-residential growth.** Based on past trends and assessment by City staff under current policies.

4. Prepare Draft Long-Term Financial Plan and Presentation Materials

- a. Prepare draft report based on the forecast assumptions, model and any "gap-closing" recommendations.
- b. Present on-site draft report and findings to key City staff. The purpose of this task is to review findings at an early stage to identify and resolve any unexpected or unintended results.

5. Prepare and Present Final Report

- a. Incorporate staff comments and any changes from Task 4.
- b. Prepare and issue final Plan in an electronic format (Word, Excel, PowerPoint and Adobe Acrobat).
- c. Present results to the Council and staff.

Similar long-term financial plans that I have prepared for the Cities of Salinas, Bell, Camarillo, Pismo Beach, San Luis Obispo and the Bear Valley Community Services District are available on-line (click on the agency below):

[City of Salinas](#)

[City of Bell](#)

[City of Camarillo](#)

[City of Pismo Beach](#)

[Bear Valley Community Services District](#)

[City of San Luis Obispo](#)

Of these, the report for the City of Pismo Beach may be the most applicable. Like Carpinteria, Pismo Beach is a coastal destination city with a population under 15,000; and like you, Pismo Beach was concerned about its ability to fund capital improvements. As discussed in the report, the results reinforced the need for added resources in meeting CIP needs (the ½-cent general purpose sales tax measure considered by Pismo Beach voters in November 2008 was overwhelmingly approved).

While the methodological approach for each was similar, the results in each case – and the related policy prescriptions – were unique for each agency, reflecting their different fiscal circumstances and challenges. For example, the following is a summary of key challenges in these other agencies:

- San Luis Obispo: Tough economy, sales tax measure mitigation, binding arbitration and retirement costs.
- Camarillo: General Fund subsidy transfers to other funds.
- Salinas: Tough revenue outlook, even tougher expenditure one and no reserves.
- Pismo Beach: Achieving CIP goals.
- Bell: Local economy, egregious past revenues and need for reform.
- Bear Valley: Systemic challenge - modest cost increases but flat key revenues.

WORK PROGRAM OPTIONS

General Fiscal Outlook

As we discussed at the July 26 teleconference with the City Manager and Administrative Services Director, the City may want to consider preceding the presentation of the Plan results to the Council with a report on the City's "general fiscal outlook" that outlines the main factors that affect your fiscal future and how these translate into key assumptions that drive forecast results, such as:

- Revenue/economy outlook
- State budget impacts
- Operating cost pressures: pensions, retiree health care, fund subsidies, MOUs, major contracts, new service responsibilities, debt service costs, other costs on the horizon
- Infrastructure and facility maintenance
- Long-term liabilities such as pensions and retiree health care
- CIP goals
- Other unmet needs, policy commitments
- Reserve levels: up or down?
- Revenue and other budget balancing options

It is important to note that the same information about factors and assumptions will be included in the forecast and financial plan. The main advantage of this “two-step” approach is providing the Council (as well as staff and community) with an opportunity to consider the factors affecting your fiscal health and resulting key assumptions in greater depth.

Whether this approach makes sense for the City largely depends on your assessment of the level of likely Council interest in the “details” and their need for more background information. (I should note that most of the forecasts that I have prepared have not used this “two-step” approach.)

As an example, below is a link to a “General Fiscal Outlook” for the City of San Luis Obispo:

[General Fiscal Outlook: City of San Luis Obispo](#)

The decision on going forth with this option can be made as work progresses in assessing its value.

Revenue Options Study

Depending on the outcome of the financial plan, the City may be interested in a deeper analysis of revenue options that would help close any gaps surfaced in the forecast. This in-depth “Revenue Options Study” would include:

- Identifying and describing potential new revenue sources.
- Projecting potential new revenues from each one.
- Discussing the advantages and disadvantages of each from a service perspective (“taxpayer value”) as well as other factors such as diversity, broadness of the base, revenue adequacy, stability and ease of collection and administration.
- Comparing the revenue source with practices in similar “benchmark” cities.

- Identifying what would be required to implement the new revenue sources under Proposition 218.

In addition to evaluating each specific new revenue source, the report would also include a discussion of voter approval requirements for new revenues, and the kind of preparation that is needed for a successful ballot measure. Below is a link to a similar report prepared for the City of Greenfield, which formed the foundation for a successful sales tax ballot measure in November 2015.

[City of Greenfield: Revenue Options Study](#)

If the City is interested in this type of follow-on report, the workscope, schedule and compensation will be discussed at that time.

COMPLETION DATE

The goal is to present the results to the Council by early December. Accordingly, the draft report (Task 4) will be available for staff review within 90 days after authorization to proceed.

PROPOSAL COST

Fixed Fee: \$9,975.00 (Including Expenses)

To the extent feasible, the work will be completed via email and teleconference. However, three on-site visits for project kick-off /data gathering (Task 1), draft results presentation to staff (Task 4) and presentation of results to the Council (Task 5) are included in the fixed fee, summarized as follows by task:

Tasks	Hours
1. Finalize Work Program/Kick-Off Briefing	6.00
2. Data Gathering/Trend Analysis	10.00
3. Develop Forecast Assumptions and Model	22.00
4. Draft Report and Presentation	16.00
5. Final Report and Presentation	8.00
Total Hours	62.00
Total Compensation at \$145.00 Per Hour	8,990.00
Expenses	985.00
Total Fixed Fee	\$9,975.00

If any additional on-site visits and/or presentations to staff or the Council are required, or if other services are requested during the course of this work (other than the "optional services" described in this proposal), these will be charged on a time and materials basis at \$145.00 per hour. Travel time will be billed at 50% of this rate: \$72.50 per hour.

Services will be invoiced monthly based on progress-to-date.

Optional Services

- **General Fiscal Outlook Option: \$1,450.** This includes report preparation and one on-site visit to present results to the Council.
- **Revenue Options Study: To Be Determined.** As noted above, if the City is interested in this type of follow-on report, the workscope, schedule and compensation will be discussed at that time.

DELIVERABLES

Written deliverables will include:

- Written report on Plan findings, including forecast purpose, methodology, background, trend analysis, key assumptions and realistic options for responding to report findings.
- Forecast model and assumptions in Excel.
- Presentation summarizing financial plan results in PowerPoint.

These will be provided to the City in electronic form via email in Excel, Word, Adobe Acrobat or PowerPoint as appropriate. Any “hard-copy” reproduction will be at the City’s expense.

QUALIFICATIONS

As set forth in the following Qualifications Summary, I have extensive experience in a broad range of financial management practices, which have received state and national recognition for excellence in financial planning and reporting.

My work ranges from San Luis Obispo (the city that Oprah Winfrey calls the “Happiest City in America”) to volunteer service helping the troubled City of Bell reform their government.

My senior management experience includes serving as the Director of Finance & Information Technology/City Treasurer for the City of San Luis Obispo for 22 years and as the Finance Officer for the City of Simi Valley for 10 years before that. Since retiring from local government in 2010, the “third act” of my career includes over 30 consulting and training assignments for wide range of local government agencies and professional associations.

My experience also includes playing key leadership roles in the profession, which included serving as a member of the Board of Directors of the League of California Cities, President of the League’s Fiscal Officer Department and President of the California Society of Municipal Finance Officers (CSMFO); and setting accounting and financial reporting standards as a member of the California Committee on Municipal Accounting.

I have also published extensively on municipal finance best practices, including co-authoring the *Guide to Local Government Finance in California*, which has gained wide recognition as the industry standard on this topic; and provided highly-rated training for a number of professional organizations.

As detailed in the Qualifications Summary, my consulting work has included:

- Strategic planning and long-term financial plans.
- Organizational analysis and policy advice, including organization reviews, reserve policies, benchmarking, financial condition assessments and operational reviews.
- Interim finance director for the City of Monterey, San Diego County Water Authority and City of Capitola.
- Revenue option analyses; cost allocation plans; and water, sewer and solid waste rate studies.

In each case, I believe the contracting agencies were delighted with the high-quality results they received at a very reasonable cost. (References from the senior managers of these agencies are available upon request.)

Long-Term Financial Planning. As discussed above, I have extensive experience in preparing long-term financial plans for a wide-variety of local government agencies. In addition, I have provided highly-rated training on the preparation of long-term financial plans for the CSMFO, League of California Cities and Government Finance Officers Association of the United States and Canada (GFOA).

SUMMARY

I am looking forward to this opportunity to serve the City of Carpinteria. Please call or email me if you have any questions concerning this proposal.

Sincerely,



William C. Statler

Fiscal Policy ■ Financial Planning ■ Analysis ■ Training ■ Organizational Review

QUALIFICATIONS SUMMARY

SENIOR FINANCIAL MANAGEMENT EXPERIENCE

Bill Statler has over 30 years of years of senior financial management experience, which included serving as the Director of Finance & Information Technology/City Treasurer for the City of San Luis Obispo for 22 years and as the Finance Officer for the City of Simi Valley for 10 years before that.

Under his leadership, the City of San Luis Obispo received national recognition for its financial planning and reporting systems, including:

- Award for Distinguished Budget Presentation from the Government Finance Officers Association of the United States and Canada (GFOA), with special recognition as an outstanding policy document, financial plan and communications device. San Luis Obispo is one of only a handful of cities in the nation to receive this special recognition.
- Awards for excellence in budgeting from the California Society of Municipal Finance Officers (CSMFO) in all four of its award budget categories: innovation, public communications, operating budgeting and capital budgeting. Again, San Luis Obispo is among a handful of cities in the State to earn recognition in all four of these categories.
- Awards for excellence in financial reporting from both the GFOA and CSMFO for the City's comprehensive annual financial reports.
- Recognition of the City's financial management policies as "best practices" by the GFOA and the National Advisory Council on State and Local Budgeting.

The financial strategies, policies and programs he developed and implemented resulted in strengthened community services and an aggressive program of infrastructure and facility improvements, while at the same time preserving the City's long-term fiscal health.

CONSULTING AND INTERIM ASSIGNMENTS

Strategic Plans, Fiscal Forecasts and Long-Term Financial Plans

- Strategic Planning: City of Monrovia (in collaboration with HSM Team)
- Strategic Planning: City of Sanger (in collaboration with HSM Team)
- Council Goal-Setting: City of Willits (in collaboration with the HSM Team)
- Long-Term Financial Plan and Council Goal-Setting: City of Bell
- Long-Term Financial Plan: City of Salinas
- Long-Term Financial Plan: City of Camarillo
- Long-Term Financial Plan: City of Pismo Beach
- Long-Term Financial Plan: Bear Valley Community Services District

Organizational Analysis and Policy Advice

- Pro Bono Financial Management Transition Team and Policy Advice: City of Bell
- Preparation for Possible Revenue Ballot Measure: City of Monterey
- Fund Accounting Review: State Bar of California
- Financial Assessment: City of Guadalupe
- Financial Condition Assessment: City of Grover Beach
- General Fund Reserve Policy: City of Lompoc
- General Fund Reserve Policy: City of Willits
- Benchmark Analysis: City of Capitola
- Financial Management Improvements: City of Capitola
- Finance Organizational Review: Ventura Regional Sanitation District
- Organizational Review: City of Willits (in collaboration with the HSM Team)
- Finance Division Organizational Review: Sacramento Metropolitan Fire District
- Finance Department Organizational Review: City of Ceres (in collaboration with national consulting firm)

Interim Finance Director

- City of Monterey
- San Diego County Water Authority
- City of Capitola

Other Financial Management Services

- Revenue Options Study: City of Greenfield
- Revenue Options Study: City of Pismo Beach
- Cost Allocation Plan: City of Greenfield
- Cost Allocation Plan: City of Guadalupe
- Cost Allocation Plan: City of Port Hueneme
- Cost Allocation Plan: City of Grover Beach
- Cost Allocation Plan Review: State Bar of California
- Cost Allocation Plan Review: City of Ukiah
- Water and Sewer Rate Reviews: Avila Beach Community Services District
- Water and Sewer Rate Reviews: City of Grover Beach
- Solid Waste Rate Review: County of San Luis Obispo /Los Osos Area
- Joint Solid Waste Rate Review: Cities of Arroyo Grande, Grover Beach, Pismo Beach and Oceano Community Services District

PROFESSIONAL LEADERSHIP

- Member, Board of Directors, League of California Cities (League): 2008 to 2010
- Member, California Committee on Municipal Accounting: 2007 to 2010
- Member, GFOA Budget and Fiscal Policy Committee: 2005 to 2009
- President, League Fiscal Officers Department: 2002 and 2003
- President, CSMFO: 2001-12

- Member, Board of Directors, CSMFO: 1997 to 2001
- Chair, CSMFO Task Force on “GASB 34” Implementation
- Fiscal Officers Representative on League Policy Committees: Community Services, Administrative Services and Environmental Quality: 1992 to 1998
- Chair, Vice-Chair and Senior Advisor for CSMFO Committees: Technology, Debt, Career Development, Professional and Technical Standards and Annual Seminar Committees: 1995 to 2010
- Member, League Proposition 218 Implementation Guide Task Force
- Chair, CSMFO Central Coast Chapter: 1994 to 1996

TRAINER

- League of California Cities
- Institute for Local Government
- California Debt and Investment Advisory Commission
- Government Finance Officers Association of the United States and Canada
- California Society of Municipal Finance Officers
- Municipal Management Assistants of Southern California and Northern California
- National Federation of Municipal Analysts
- Probation Business Manager’s Association
- Humboldt County
- California Association of Local Agency Formation Commissions

Topics included:

- | | |
|--|---|
| • Long-Term Financial Planning | • Debt Management |
| • The Power of Fiscal Policies | • Transparency in Financial Management: Meaningful Community Engagement in the Budget Process |
| • Financial Analysis and Reporting | • Financial Management for Non-Financial Managers |
| • Fiscal Health Contingency Planning | • Preparing for Successful Revenue Ballot Measures |
| • Effective Project Management | • Integrating Goal-Setting and the Budget Process |
| • Providing Great Customer Service in Internal Service Organizations: The Strategic Edge | • Multi-Year Budgeting |
| • Strategies for Downsizing Finance | • Financial Management for Elected Officials |
| • Departments in Tough Fiscal Times | • 12-Step Program for Recovery from Fiscal Distress |
| • Top-Ten Skills for Finance Officers | • Strategies for Strengthening Organizational Effectiveness |
| • Telling Your Fiscal Story: Tips on Making Effective Presentations | |
| • What Happened in the City of Bell and What We Can Learn from It | |

PUBLICATIONS

- *Planning for Fiscal Recovery*, Government Finance Review, February 2014
- *Guide to Local Government Finance in California*, Solano Press, July 2012 (Co- Author)
www.solano.com
- *Managing Debt Capacity: Taking a Policy-Based Approach to Protecting Long-Term Fiscal Health*, Government Finance Review, August 2011
- *Fees in a Post-Proposition 218 World*, League of California Cities, City Attorney's Department Spring Conference, May 2010
- *Municipal Fiscal Health Contingency Planning*, Western City Magazine, November 2009
- *Understanding the Basics of County and City Revenue*, Institute for Local Government, 2008 (Contributor)
- *Financial Management for Elected Officials*, Institute for Local Government, 2010 (Contributor)
- *Getting the Most Out of Your City's Current Revenues: Sound Fiscal Policies Ensure Higher Cost Recovery for Cities*, Western City Magazine, November 2003
- *Local Government Revenue Diversification, Fiscal Balance/Fiscal Share and Sustainability*, Institute for Local Government, November 2002 (Co-Author)
- *Why Is GASB 34 Such a Big Deal?*, Western City Magazine, November 2000
- *Understanding Sales Tax Issues*, Western Cities Magazine, June 1997
- *Proposition 218 Implementation Guide*, League of California Cities, 1997 (Contributor)

HONORS AND AWARDS

- Cal-ICMA Ethical Hero Award (for service to the City of Bell)
- CSMFO Distinguished Service Award for Dedicated Service and Outstanding Contribution to the Municipal Finance Profession
- National Advisory Council on State and Local Government Budgeting: Recommended Best Practice (Fiscal Policies: User Fee Cost Recovery)
- GFOA Award for Distinguished Budget Presentation: Special Recognition as an Outstanding Policy Document, Financial Plan and Communications Device

General Fund Long-Term Financial Plan Proposal

- CSMFO Awards for Excellence in Operating Budget, Capital Improvement Plan, Budget Communication and Innovation in Budgeting
- GFOA Award of Achievement for Excellence in Financial Reporting
- CSMFO Certificate of Award for Outstanding Financial Reporting
- National Management Association Silver Knight Award for Excellence in Leadership and Management
- American Institute of Planners Award for Innovation in Planning
- Graduated with Honors, University of California, Santa Barbara

Visit my web site for additional information at www.bstatler.com



City of Carpinteria

COUNCIL AGENDA STAFF REPORT September 12, 2016

ITEM FOR COUNCIL CONSIDERATION

Closeout of City Maintenance Project No. 15047, Main School Sidewalk Improvements Project

STAFF RECOMMENDATION

Action Item X ; Non-Action Item

Authorize the Mayor to sign the Closeout Agreement and Release of Claims for City Maintenance Project No. 15047 (Main School Sidewalk Improvements Project) with Berry General Engineering, and authorize the City Clerk to release Performance Bond No. 764996400 in the amount of \$118,833.80.

Motion: I move to authorize the Mayor to sign the Closeout Agreement and Release of Claims and direct the City Clerk to release the Performance Bond for Project No. 15047.

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 CCP campus where sidewalks currently do not exist. **(Figure 1)** 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.



Figure 1
Project Limits

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.

Public Works contracted with Michael Baker Int. to prepare a plans, specifications and estimates package for 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.

DISCUSSION

On June 27, 2016, the City Council authorized awarding the project to Berry General Engineering with a construction budget of \$142,600. Construction began in early July, 2016 and completed construction in early August, 2016. **(Figure 2)**



Figure 2
Construction of new sidewalk along Walnut Ave.

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.

FINANCIAL CONSIDERATIONS

The Main School Sidewalk Improvements Project was listed in the Department's Capital Improvements Program and the 2016/2017 Budget. The City authorized a construction budget of \$142,600.00 while the final construction cost was \$138,487.91. The project will be funded by Measure A Cycle III grant and the CDBG.

LEGAL

The Closeout Agreement is standard protocol according to the City's approved construction contract documents and boilerplate. The Agreement is required to complete the project.

OPTIONS

1. Approve and authorize the Mayor to Sign the Closeout Agreement and Release of Claims and direct the City Clerk to release the Performance Bond for Project No. 15047.
2. Decline to authorize the Mayor to Sign the Closeout Agreement and Release of Claims, not direct the City Clerk to release the Performance Bond for Project No. 15047, and provide further direction to staff.

PRINCIPAL PARTIES EXPECTED AT MEETING

There are no principal parties expected at the meeting.

ATTACHMENTS

Attachment A: Closeout Agreement for Project No. 15047

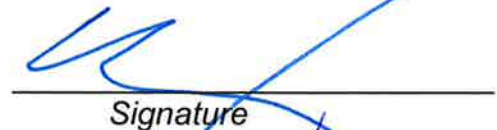
Staff contact: Matt Maechler, PE, Civil Engineer
805-755-4441, mattm@ci.carpinteria.ca.us

Reviewed by: Charles Ebeling, PE, Director
805-880-3402, cebeling@ci.carpinteria.ca.us

Reviewed by: Dave Durflinger, City Manager



Signature



Signature



Signature

ATTACHMENT A

O. CLOSEOUT AGREEMENT AND RELEASE OF CLAIMS

THIS AGREEMENT AND RELEASE OF CLAIMS (Agreement) is made in Carpinteria, California, this 7th day of, September, 2016, by and between the City of Carpinteria, (City), and Berry General Engineering Contractors, Inc. (Contractor).

KNOW ALL PERSONS BY THESE PRESENTS:

1. That the undersigned, as the authorized representative of Contractor, and for each of its successors, assigns and partners, for and in consideration of ONE HUNDRED EIGHTEEN THOUSAND EIGHT HUNDRED THIRTY THREE AND 80/100 (\$118,833.80), for the original Contract amount, and the sum of NINETEEN THOUSAND SIX HUNDRED FIFTY FOUR AND 11/100 (\$19,654.11) for Contract Change Orders Nos.(1) through THREE (003), receipt of which is acknowledged, does release and forever discharge City, and each of its successors, assigns, council members, officers, agents, servants, volunteers and employees, from any and all rights, claims, causes of action, demands, debts, obligations, liabilities, actions, damages, costs and expenses (including but not limited to attorneys', paralegal and experts' fees, costs and expenses) and other claims, which may be asserted against City by reason of any matter or thing which was the subject matter of or basis for:
 - A. The performance of all terms and conditions of that certain agreement dated June 26th, 2016, for City, project described as Children's Project at Main Sidewalk Improvements Project.
 - B. Change Orders Nos. one (1) through _____ (____), as approved by the parties, pertaining to Purchase Order No. _____ and shown in Payment Request No. _____ (____), dated _____.
2. Nothing contained in this Agreement shall waive or alter the rights, privileges, and powers of City or the duties, liabilities and obligations of Contractor and its surety(ies) in respect to any portion of the Contract.
3. City has received the following claims from Contractor NONE. Except as expressly provided in this section, City has received no other claims from Contractor.
4. Upon execution of this Agreement, City agrees to promptly record a Notice of Completion with the Santa Barbara County Recorder.
5. Contractor and City agree that the total adjusted Contract Price and time of performance after the execution of change orders, is as follows:

Original Contract Price	\$ <u>118,833.80</u>
Original Calendar Days	<u>30</u> days
Adjusted Contract Price	\$ <u>138,487.91</u>
Adjusted Calendar Days	<u>30</u> days
6. The current amount owing to Contractor is:

Adjusted Contract Price:	\$ <u>138,487.91</u>
Less: Amount Previously Paid (Request Nos. 1 through <u>2</u>)	\$(<u>124,639.12</u>)
Retention	\$(<u>13,848.79</u>)
BALANCE:	\$ <u>0.00</u>

The retention will be released to Contractor at the expiration of thirty-five (35) calendar days after the date of recording a Notice of Completion with the Santa Barbara County Recorder or when all stop notices have been released, whichever last occurs. The release provided pursuant to this Agreement shall not apply to Contractor's right to the retention amount until and to the extent such amounts are received by Contractor.
7. It is understood and agreed by Contractor that the facts with respect to which the release provided pursuant to this Agreement is given may turn out to be other than or different from the facts as now known or believed to be, and Contractor expressly assumes the risk of the facts turning out to be different than they now appear, and agrees that the release provided pursuant to this Agreement shall be, in all respects, effective and not subject to termination or rescission by any such difference in facts and Contractor expressly waives any and all rights it has or may have under California Civil Code Section 1542, which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the Release which if known by him must have materially affected his settlement with the debtor."

8. The release made by Contractor is not to be construed as an admission or admissions of liability and Contractor denies any such liability. Contractor agrees that it will forever refrain and forebear from commencing, instituting or prosecuting any lawsuit, action or other proceeding against City based on, arising out of, or in any way connected with the subject matter of this release.
9. Except as specifically provided in this Agreement, the Contractor releases City from all claims, including but not limited to those of its Subcontractors for all delay and impact costs, if any.
10. The Contractor represents and warrants to City that Contractor has not assigned or transferred or purported to assign or transfer to any person, firm, corporation, association or entity any of the rights, claims, warranties, demands, debts, obligations, liabilities, actions, causes of action, damages, costs, expenses and other claims and Contractor agrees to indemnify and hold harmless City, its successors, assigns, council members, officers, agents, servants, volunteers and employees, from and against, without limitation, any and all rights, claims, warranties, demands, debts, obligations, liabilities, actions, causes of action, damages, costs, expenses and other claims, including but not limited to attorneys', paralegal and experts' fees, costs and expenses arising out of or connected with any such assignment or transfer or purported assignment or transfer.
11. The parties acknowledge that they have been represented by counsel of their own choice in connection with the preparation and execution of this Agreement. The parties acknowledge and represent that they understand and voluntarily consent and agree to each and every provision contained in this Agreement.
12. The persons executing this Agreement represent and warrant to the other party that the execution and performance of the terms of this Agreement have been duly authorized by all individual, corporate, partnership, or other entity requirements and that such persons have the right, power, legal capacity and authority to execute and enter into this Agreement.
13. The parties further acknowledge and represent that no promise, inducement or agreement, not expressed in this Agreement, have been made and that, with respect to the matters considered, this Agreement contains the entire agreement among the parties and that the terms of the Agreement are contractual and not a mere recital.

APPROVED AS TO FORM:

CITY OF CARPINTERIA

a Municipal Corporation

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

 Mayor

APPROVED AS TO CONTENT:

CONTRACTOR:

 City Engineer

 Authorized Signature

 Title

ATTEST:

 City Clerk

Aug. 24, 2016
Issue #72

IN THIS ISSUE:

Page 4: AB 1217: The Opening Wedge to State Take-Over of Joint Powers Authorities

Page 5: DOF

Make Plans to Attend the Speaker Theater during Annual Conference

Page 6: High-Speed Broadband in California Public Libraries

Demographics are Destiny and Costly

A Wave of New Employees will follow the Silver Tsunami, Rapidly Retiring Generation

AB 2835's (Cooper) estimated \$350 million annual cost will only grow as new employees become the new norm. Cities will face workforce demands as baby-boomers turn retirement age. Workforce supply issues will be amplified by proposed burdensome and costly requirements for new employee orientations. The Public Policy Institute of California (PPIC) has reported that large numbers of Californians are reaching retirement age. *For more, see Page 2.*

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Bill Protecting Code Enforcement Officers Heads to Governor

Cities Urged to Request Governor's Signature on League Co-Sponsored Legislation

Legislation establishing the Code Enforcement Officers Standards Act is now on Gov. Jerry Brown's desk. Co-sponsored by the League and the California Association of Code Enforcement Officers, Assembly Member Ken Cooley's (D-Rancho Cordova) AB 2228 directs the California Association of Code Enforcement Officers to develop and maintain standards for the various classes of Certified Code Enforcement Officers. Standardized training will ensure consistent enforcement, improve officer safety, in addition to reducing potential local agency liability. This measure promotes such training without imposing a mandate of any kind. *For more, see Page 3.*

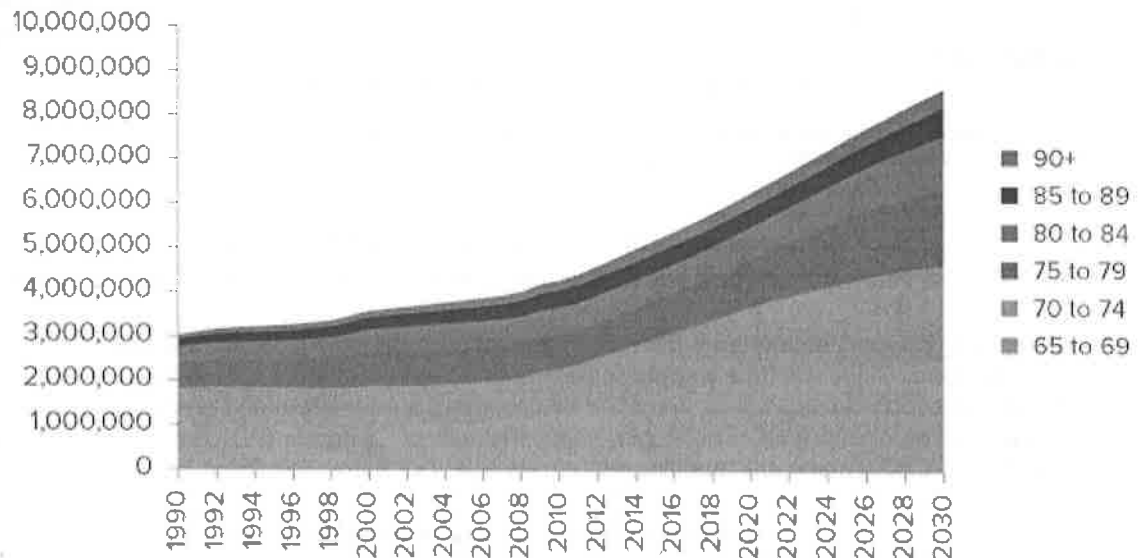
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Legislation Giving State Appointments to SCAQMD Threatens Local Control

Amendments taken last week to SB 1387 (de León) do not rectify the bad precedent this legislation establishes by giving state additional authority over appointments to a regional board. Under SB 1387, the Governor, the Senate and the Assembly will appoint one new member each to the South Coast Air Quality Management District Board (SCAQMD) who represent disadvantaged communities within the district. This measure is now eligible for a vote in the Assembly and cities are urged to take action immediately to communicate their opposition. *For more, see Page 3.*

The numbers are astounding and foretelling of not-so distant workforce issues that will face nearly every industry, including public service. According to PPIC, the total number of adults age 65 and older will reach 8.6 million by 2030, totaling 19 percent of the population. This research came to no surprise, as the Pew Research Center reported in 2010, that roughly 10,000 baby boomers will turn 65 years old every day for the next 19 years.

PPIC: California's senior population will nearly double by 2030



SOURCE: PPIC via State of California, Department of Finance, State and County Population Projections by Race/Ethnicity, Sex, and Age 2010-2060, Sacramento, California, December 2014. NOTE: See Technical Appendix A for detailed tables and Technical Appendix B for data and methods used to generate the projections.

While the focus of this demographic trend will surely be on providing a high level of care to seniors, public agencies (cities, counties, schools, special districts, etc.) will be tasked with training a wave of new employees. Measures like AB 2835 will hinder efforts to introduce new employees into the workforce to meet the growing demand. AB 2835 requires public agencies to provide all newly hired employees with 30-minutes of paid time to allow *each* recognized labor union an opportunity to organize new members. Under this measure, the local agency will not only have to pay each new employee to attend, but would have to pay each union representative to come and present to their respective bargaining unit. Some cities, depending on size have as many as 15 different bargaining units — making compliance for this proposal an incredible cost driver and a logistical nightmare. The Department of Finance estimated that to implement, the Aug. 1 version of AB 2835 would cost \$350 million annually for both state and local agencies, with approximately \$70 million being the local cost. It is unclear whether the cost estimate accounts for demographic trends but nonetheless they will be a cost driver.

Preliminary results of an internal League survey, with over 100 city respondents, found that the average expected staff turnover over the next five to 10 years is 37 percent, varying little between city size and staff. One city reported an expected staff turnover of 67 percent and many others estimate 50 percent or more due to expected retirements. While the real number of retirements will vary by staff size, the growing number will require a number of new employee hires.

AB 2835, which is a band leader in the "Dance of Bad Ideas" that comes at the end of the two-year legislative session, is worse in context with demographic trends.

Next Steps

Cities are urged to send letters opposing AB 2835 to their senator. A sample letter, along with the League's opposition letter, is available at www.cacities.org/billsearch by plugging AB 2835 into the search function.

Uniform training standards will address potential liability issues that some cities have confronted as a result of inconsistent and improper enforcement. In addition, this measure addresses the critical need for improved training required to help ensure officer safety in adversarial situations that can turn violent, including early recognition of danger signs. This measure will facilitate consistent adherence to due process procedures and enhance working conditions for code enforcement officers, as well as the quality of service they provide their respective communities.

A key impetus for this bill has been the frequency of threats against and assaults upon code enforcement officers while serving warrants, issuing citations for code violations, enforcing animal control regulations, and conducting inspections. This has given rise to the need for enhanced training for code enforcement officers in terms of situational awareness and protecting their own safety.

Background

Currently, training of code enforcement officers is not uniform across jurisdictions and is in part dependent on local resources. In some instances, municipal code enforcement officers have failed to observe due process procedures when addressing violations, triggering liability for cities. In September 2008, in *Moreno v. City of Sacramento*, the U.S. 9th Circuit Court of Appeals ordered the city to pay \$782,623 for damages and plaintiff's attorneys fees resulting from violations of a store owner's constitutional due process rights that resulted in the improper demolition of a building that he owned and was in the process of renovating in response to a city code enforcement action.

In fairness, in many jurisdictions code enforcement is a catch-all local regulatory function in which random responsibilities not clearly within the scope of duties of other municipal departments, end up in the hands of code enforcement officers. The variety of responsibilities they are asked to undertake has led code enforcement officers to evolve into regulatory generalists, in some cases without appropriate or adequate training for the specific responsibility to be discharged. The *Moreno* litigation is evidence that municipalities can avoid significant liability if they are provided a mechanism for uniform training in constitutional law, supervision, and professional ethics. This measure provides that mechanism, at absolutely no cost to the state.

Next Steps

Cities are urged to send Governor Brown a letter requesting his signature on AB 2228. A sample letter cities can use is available at www.cacities.org/billsearch by plugging AB 2228 into the search function.

Regional boards should be overwhelmingly comprised of representatives selected by and from local communities within the geographic region. Having a disproportionate number of state-appointed members completely undermines the role and effectiveness of a regional board and transforms it into a regional board in name only. Giving the state this authorization is akin to giving a county board of supervisors responsibility over appointing 40 percent of city planning commissioners for cities in the county.

While SB 1387 only deals with SCAQMD, it could lead to more state meddling in matters that should be addressed locally by locally elected and appointed officials. Its overreach can be summarized in three key ways:

- **Undermines local control.** SB 1387 tips the scales of equity by giving state representatives almost 40 percent of the seats on a regional board that is meant to represent local interests and is currently represented by city and county officials from four counties.
- **Unnecessarily increases state control.** SB 1387 is not needed to appoint underrepresented stakeholders on the SCAQMD board. Current law already provides the Governor, Senate Committee on Rules, and the Speaker of the Assembly appointments

on the SCAQMD governing board; there are no restrictions on the Senate and Assembly appointments.

- **Bypasses the Democratic process.** With the exceptions of the current state appointees, the SCAQMD board is made up of county supervisors, mayors, and council members, all elected by voters. Additionally, the five city selection appointments are elected in open meetings at each of the four counties' City Selection Committees. SB 1387 bypasses public participation by adding more political appointments to the SCAQMD board.

City officials from SCAQMD have been voicing their concerns and opposition to SB 1387 in a series of op-eds that have run in newspapers throughout California. These include:

- Fontana Mayor Acquanetta Warren drafted an op-ed that ran in the *Riverside Press Enterprise*, the *San Bernardino Sun* and *Inland Valley Daily Bulletin*.
- Former Redlands Mayor Carole Beswick drafted an op-ed that ran in *Capitol Weekly* and *Public CEO*
- Burbank Mayor Jess Talamantes drafted an op-ed that ran in the *LA Daily News*.
- Members of the League's Riverside Division Executive Committee drafted an op-ed that ran in the *Desert Sun*.
- Montebello Mayor Pro Tem Vivian Romero drafted an op-ed that ran in the *San Gabriel Valley Tribune*.
- Industrial Association of Contra Costa County Executive Director Jack Bean drafted an op-ed that ran on *Fox & Hounds*.

Next Steps

City officials are urged to take action immediately to communicate their opposition to their Assembly member. SB 1387 could be voted on at any time.

AB 1217: The Opening Wedge to State Take-Over of Joint Powers Authorities *Legislation Going to Governor, Cities Urged to Request Veto*

A bill on its way to Gov. Jerry Brown's desk will establish the legal precedent for state interference in the governance of local joint powers authorities (JPAs). AB 1217 (Daly) is limited in scope to the Orange County Fire Authority, but opens the door to state micromanagement of JPAs throughout California.

Conflicts with Local Control and Subsidiarity

The bill codifies a change that the Orange County Fire Authority (OCFA) has already imposed on itself, namely preventing its board members from appointing alternates. This begs the question of why this legislation is even necessary. At this point its sole value is that of establishing a legal precedent of state interference in the governance structure of a joint powers authority, opening the door to future and far more intrusive state interference in the internal affairs of these local agencies, in direct contradiction to the doctrine of subsidiarity.

Origins: Collective Bargaining Dispute

AB 1217 was initially related to collective bargaining negotiations pending between OCFA and a local labor union. The bill has been significantly amended from its original form, which sought to reduce the size of OCFA, thereby disenfranchising a number of its member cities. The specifics of the collective bargaining dispute are irrelevant. The heart of the matter is the disturbing precedent for all joint powers authorities if this measure should meet with the Governor's approval.

Why the Bill Represents a Bad Legal Precedent

JPAs are set up to be entirely self-governing. They are empowered to set rules of membership and take various actions affecting their own governance, including dissolution, if that is agreed

upon by the local agencies who voluntarily formed it in the first place. The agencies forming the JPAs are therefore in the best position to set the rules of governance, not the Legislature.

Not Really a District Bill

Again, this measure establishes the troubling legal precedent of state interference in the governance of a JPA. It is far from being, as it has been characterized, merely a district bill. If that were true, the cities of West Hollywood, Visalia, and Burlingame, jurisdictions far beyond the borders of Orange County would not be opposed. They see this bill for the opening wedge that it is.

A Peek behind the Curtain

Another telling motivation for this measure is language which appeared in the June 23, 2016 version of the bill, but was removed in the face of vigorous opposition from a combination of Senate Republicans representing Orange County, the League of California Cities® and cities most directly affected:

- *Section 1. It is the intent of the Legislature to reevaluate the structure of the Board of Directors of the Orange County Fire Authority within a reasonable date of the effect of this act to consider the effectiveness of the size and structure of the board.*

The objective was one of continued oversight and interference by the Legislature in the governance and internal affairs of a local joint powers authority, voluntarily formed by local agencies with a common agenda. A hammer of this kind would have subverted the credibility of joint powers law in California, which purports to empower local agencies to act cooperatively to resolve their own challenges and problems without calling upon the state for assistance. While the above language is no longer contained in AB 1217, it continues to inform the lingering motive behind the bill: to use state legislation as a weapon against the duly authorized exercise of local authority.

Why All California Cities have a Stake in the Outcome

Even if your city is outside Orange County and not immediately affected by this measure, your mayor or city manager should be urged to send a letter requesting a veto. This bill still sets a bad precedent in that it represents state interference in the governance of a local joint powers authority. Today it is a measure affecting a lone joint powers authority. Tomorrow, it may be another bill hitting much closer to home, interfering with one of your local agencies, and citing AB 1217 as a precedent.

Next Steps

Cities are encouraged to contact the Governor immediately to urge him to veto this precedent setting legislation. The League has prepared a sample letter that cities can use, which is available at www.cacities.org/billsearch. Type AB 1217 into the search function to access the letter.

Application Period Opening Oct. 1 for Community-Based Transitional-Housing Grants

Plan Now Since Applications Will Be Awarded on a First-Come Basis

Cities interested in obtaining grants as an incentive to help house and provide transitional services to recently released offenders returning to their communities should prepare now to apply for a new Department of Finance (DOF) program that will offer cash grants to communities willing to site additional facilities. Ideally these facilities help reduce recidivism and improve public safety by enabling law enforcement to better monitor such individuals who may already be in the community. Applications will be opening Oct. 1 and will continue until funds are exhausted.

Cities and counties will be eligible for grants under the new Community-Based Transitional-Housing Program. Established by SB 837, a budget trailer bill approved in June, the program provides \$25 million in grants for cities or counties that agree to site transitional housing connected with support services for recently released offenders. Individual grants can be up to \$2

million, depending on the size of the facility, and priorities will be provided for applications with local matching contributions.

Key features include:

- The applying city or county must agree to issue a Conditional Use Permit (CUP) for a facility providing transitional housing and supportive services for ex-offenders released from county jail or state prison. While the measure is primarily directed at ex-offenders there is some additional flexibility on the types of individuals housed. The CUP must be for at least 10 years.
- An experienced facility operator must be identified.
- As part of application process, the local agency must include a list of "all permitted facilities ... that in a residential setting, provide transitional housing services, psychological counseling, or cognitive behavioral therapy." This list must include the number of residents residing in each facility in their jurisdiction, including those on probation or parole. Presumably, state agencies must provide a local agency the information necessary to assemble this information.
- Sixty percent of the grant may be retained by the approving jurisdiction, and can be used for public safety enhancements, community outreach efforts, or any other community-based activities that the local agency believes will improve community relations or concerns with the facility.
- Forty percent of the funding must be shared by the local agency with nonprofit facility operators to support start-up costs, service provision, security improvements, rehabilitative services and community outreach.
- Participating local agencies and facility operators must submit annual reports, as specified.

Next Steps

Given the first-come first-served basis for applying for these funds, the League wanted to alert cities to this coming opportunity. DOF is expected to release this application soon and grant information will be available on its website www.dof.ca.gov by Sept. 1. The League will alert cities through *CA Cities Advocate* once the application and additional information is available.

Make Plans to Attend the Speaker Theater during Annual Conference

Registration Closes Sept. 2

Speaker Theater sessions are once again being planned for this year's Annual Conference & Expo, Oct. 5-7 in Long Beach. These special sessions, which will be held on the Expo Floor, highlight successful examples of public-private partnerships. Topics feature case studies of innovative projects and programs that have worked in California cities and are presented by elected officials, city staff and industry experts who have found creative solutions to some of the challenging problems that cities face.

Here is a sampling of what will be offered.

Energy Reliability: Understanding the Natural Gas and Electricity Nexus

Presented by Southern California Gas Company

When the sun isn't shining, wind isn't blowing and dams aren't flowing, natural gas is the safe, reliable and affordable energy that powers California cities. As the state moves toward a 50 percent Renewal Portfolio Standard, natural gas will play an even more important role in the state's energy system. Learn how natural gas helps keep the lights on in your city by putting the "able" in "renewable."

Charge Ready: Communities Accessing Charge Stations for Their Electric Vehicles

Presented by PG&E and Southern California Edison

Representatives from PG&E and Southern California Edison will provide an overview of the increased demand for charge stations and the strategy of identifying partners to insure that stations are located in convenient venues. PG&E will outline its proposed program to bring some 25,000 EV stations to public and commercial sites across Northern and Central California, including certain disadvantaged communities. Representatives from Edison will highlight its

collaborative approach to working with cities in Southern California to roll out EV charging stations in cities across its service territory. This presentation will also allow for audience to request presentations in their cities with specific opportunities for further detail and dialogue.

Turning Aging and Underutilized City Property into Treasure

Presented by Kronick Moskowitz

Many cities own aging facilities that need to be replaced, or have surface parking lots, maintenance yards, remainder parcels and other properties that are not efficiently used. This panel will explore an innovative public-private partnership between La Habra and homebuilder City Ventures that enabled the city to exchange its aging civic center for an office complex, facilitating a remodeled city hall and an adjacent new home development. Attendees will learn how the deal came together, and how other cities can accomplish their economic development goals and obtain facility upgrades through creative land deal-making.

Improving Public Schools through City Land Use Planning: What is a Charter School?

Presented by California Charter Schools Association

California is home to 1,230 charter public schools serving nearly 10 percent of the public school population in the state. One of the biggest challenges charter schools face is finding a suitable facility. This presentation will focus on how cities can support the improvement of public education through thoughtful land use changes in partnership with charter public schools, and will highlight a case study of the city of San Diego and local charter schools.

Effective Retail Development in a Changing World

Presented by HdL

Retail is in transition. Changing consumer preferences, on-line technology and a shrinking middle class have retailers adapting with smaller stores, evolving concepts and more focused site selection criteria. This session will discuss best practices for attracting retail development in this new environment, achieving tenant mix that is both community appropriate and enhances the tax base, mistakes to avoid and options to consider.

Additional Details

Becoming a speaker in our Speaker Theater requires valid [League Partner](#) membership.

Attending the Speaker Theater requires conference [registration](#), which closes Sept. 2.

High-Speed Broadband in California Public Libraries

The California State Library, joined together with [The Califa Group](#) and the Corporation for Education Network Initiatives in California ([CENIC](#)) to bring high-speed broadband to all of California's public libraries by connecting to CalREN, a high-capacity 3,800-mile fiber optic network.

The Califa Group, a nonprofit library consortium, has been engaged by the California State Library to manage the rollout process with CENIC. After two years of implementation, 129 out of 176 of the eligible library jurisdictions in the state are either connected or in the process of connecting to CalREN.

Because libraries are central to their communities, connecting them to CalREN will effectively provide all of California's residents with high-performance access to the myriad resources that constitute 21st century digital citizenship, and will provide California with all of the economic benefits of a digitally empowered population.

Public library jurisdictions in the state of California are eligible to connect to CalREN in year three of the project, which began in July 2016. For more information visit www.califa.org/broadband-project or contact broadband@califa.org.

Aug. 25, 2016
Issue #73

\$7.4 Billion Transportation Funding Proposal Introduced, \$2.5 Billion for Local Streets and Roads

Sen. Jim Beall (D-San Jose) and Assembly Member Jim Frazier (D-Oakley) have formally introduced the two bills that would generate \$7.4 billion annually with \$2.5 billion for local streets and roads. Introduced in the 1st Extraordinary Session on Transportation Infrastructure and Economic Development, SBx1 1 (Beall), is already in the Senate Appropriations Committee of the special session, while ABx1 26 (Frazier) has been introduced with the language as a new bill in the special session.

The identical proposals present an opportunity in this last week of the legislative session for all sides to negotiate on one comprehensive package to send to Gov. Jerry Brown. The League of California Cities® is officially supporting each proposal, but also understands that there is plenty of work still needed to get the necessary two-thirds vote in each house. The League will continue to help advance the discussion and will provide cities with the tools to advocate when the Legislature is closer to reaching a deal.

Introduction of these measures into the special session enables the Legislature to continue negotiations past the regular session's deadlines, potentially through the end of November in what is known as a "lame" duck session. With the election past, legislators may look to make tough decisions that were politically challenging earlier.

Each of these proposals take a carefully balanced approach of including a series of reforms with revenues dedicated for transportation purposes across various needs. The categories below highlight the key components of the joint effort:

Reforms

- **Establishes local reporting requirements.** Cities and counties would be required to send the California Transportation Commission (CTC) a list of projects they propose to fund with Road Maintenance and Rehabilitation Account (RMRA) funds, specifying the location, description, proposed schedule, and estimated useful life for each project each fiscal year.
- **Requires cities and counties to maintain existing general fund levels for transportation funding.** The bills require cities and counties to maintain their general fund transportation levels at equal to or greater than their annual average expenditures during FYs 2009-10, 2010-11, 2011-12, which is known as a maintenance of effort requirement. The bill authorizes the State Controller's Office to audit local governments for compliance and subject local governments to reimbursing the state for non-compliance.
- **Makes permanent the National Environmental Protection Act (NEPA) delegation authority.** Permanently extends the authority for Caltrans to participate in the federal NEPA delegation pilot program, which allows projects involving federal funds to be delivered faster.
- **Promotes employment and training opportunities through pre-apprenticeship.** Requires state and local agencies to create programs that promote employment in

advanced construction through pre-apprenticeship as a condition of receiving RMRA funds.

- **Incorporates “complete streets” design concept into the Highway Design Manual.** Requires Caltrans to incorporate the “complete streets” design concept into the Highway Design Manual.
- **Restores independence to the CTC.** The bills move the CTC out from under the California State Transportation Agency, establishing it as its own entity within state government to help it fulfill its oversight role.
- **Creates the Office of Transportation Inspector General as an independent entity and office within state government.** Its role will be to ensure that all other state agencies that receive state transportation funds are operating efficiently, effectively, and in compliance with federal and state laws. The Inspector General would be appointed by the Governor to a six-year term and would have the authority to conduct audits and investigations involving state transportation funds with all affected state agencies.
- **Permanently extends and expands the limited CEQA exemption for transportation repair, maintenance, and minor alteration projects to existing roadways.** The bills delete the Jan. 1, 2020 sunset of the existing law and expand the exemption to cities and counties with populations greater than 100,000, and apply the exemption to state roadways.
- **Creates an Advanced Mitigation program for transportation projects.** The bills authorize the Natural Resources Agency to prepare, approve, and implement advance mitigation plans for one or more planned transportation projects. An advanced mitigation plan is defined as a regional or statewide plan that estimates the potential future mitigation requirements for one or more transportation projects and identifies mitigation projects, sites, or credits that would fulfill some or all of those requirements. The agency would be authorized to administer the program, establish mitigation banks, secure areas for the purpose of providing mitigation, and allow transportation agencies to use mitigation credits to fulfill mitigation requirements. The program’s intention is to supplant existing CEQA requirements, not substitute for them.

Additional Revenues

- **\$2.5 billion from a 17 cent increase to the gasoline excise tax, adjusted every three years for inflation.** The revenue generated from this particular increase would help restore the lost purchasing power of the gas tax due to inflation. The funds attributable to the 17 cent increase would be transferred to the newly created RMRA for distribution.
- **\$1.1 billion from ending the Board of Equalization “true up” and resetting the rate to the historical average of 17.3 cents per gallon, adjusted every three years for inflation.** This provision would “reset” the priced based excise tax on gasoline to its original rate of 17.3 cents. Funds would be distributed using current formulas.
- **\$1.3 billion from a \$38 increase to the Vehicle Registration Fee, adjusted every three years for inflation.** After the California Department of Motor Vehicles deducts their administrative costs from imposing and collecting the fee, the funds from the \$38 increase would be deposited into the RMRA for distribution.
- **\$1 billion from restoring truck weight fees to transportation projects.** Restoration of truck weight fee revenue would be phased-in over a five-year period and would no longer be allowed to be transferred out of the state highway account (SHA) after FY 2020-21. The funds would remain in the SHA, which would prevent Highway Users Tax Account funds from the variable gas tax from having to offset the SHA weight fee transfer.
- **\$900 million from a 30 cent per gallon increase to the diesel excise tax, adjusted every three years for inflation.** The funds attributable to the 30 cent increase to the

diesel excise tax would be transferred to the Trade Corridors Improvement Fund (TCIF). Federal FAST Act funds for freight would also be deposited into the TCIF.

- **\$300 million from unallocated Cap-and-Trade funds.** This continuous appropriation of Cap-and-Trade funds would essentially double the amount going towards the Transit and Intercity Rail Capital Program (TIRCP) and the Low Carbon Transit Operations Program (LCTOP).
- **\$16 million from a \$165 Vehicle Registration Fee on zero emission vehicles, starting in the second year of ownership, adjusted every three years for inflation.** Per the authors, this provision will help make up for the fact that owners of zero emission vehicles do not pay any gas tax to maintain the roads they drive on. Revenues would be deposited into the RMRA for distribution.

The revenues generated from these proposals, would provide the following allocations:

RMRA

- State Highway System — \$2.9 billion annually for maintenance and rehabilitation of the state highway system.
- Local Streets and Roads — \$2.5 billion annually for maintenance and rehabilitation of local streets and roads.
- Self-help counties — \$200 million for existing and aspiring self-help counties to incentivize the adoption of local measure.
- Active Transportation Program — \$80 million annually for Active Transportation and up to an additional \$70 million through Caltrans efficiencies.
- Advanced Mitigation — \$100 million one-time funds for implementation of the Advanced Mitigation program.

Cap-and-Trade Revenues and Diesel Tax Increase

- Transit and Intercity Rail — \$516 million annually for transit and intercity rail capital projects and operations.

TCIF

- Freight, trade corridors, and goods movement — \$900 million annually for freight, trade corridors, and goods movement.

Loan Repayments

- \$760 million one-time funds for transportation loan repayment.

While not introduced in ABx1 26 and SBx1 1, the authors continue to pursue two constitutional amendments that would protect the revenues raised in the bills and decrease the voter threshold for local transportation measures. The language for these measures will be introduced in the future.

The League has prepared preliminary estimates of the revenues each city could receive for transportation maintenance and repair under the proposal. The time for the Legislature and Governor to act is now and these proposals provide a solid framework to move the discussion forward.

Aug. 26, 2016
Issue #74

No Place Like Home Program Analysis

Gov. Jerry Brown on July 1 signed into law the No Place Like Home program ([AB 1618](#), Chapter 43, Statutes of 2016). This program will distribute \$2 billion dollars among counties as deferred payment loans to finance capital costs of permanent supportive housing for persons who are eligible for services under Proposition 63 (2004) and are homeless, chronically homeless, or at risk of chronic homelessness. The Legislature intends that that the loans will not have to be repaid. *For more, see Page 2.*

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Helpful Clean Up to Last Year's CRIA Law Goes to Governor *Cities Encouraged to Send Signature Request Letters on AB 2492*

The Assembly on a bipartisan vote on Monday passed [AB 2492 \(Alejo and Garcia\)](#). This League-sponsored measure contains helpful clean up to facilitate implementation of last year's [AB 2 \(Alejo and Garcia\)](#), which authorized Community Revitalization and Investment Authorities (CRIAs). *For more, see Page 3.*

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League-Sponsored Bond Agency Issues \$11.5 Million in Tax-Exempt Bonds for Affordable Housing Apartments in Fresno

Some of the most significant benefits of League membership for cities since 1988 have flowed from the League's co-sponsorship of the [California Statewide Communities Development Authority \(CSCDA\)](#). *For more, see Page 4.*

This funding program is critical to aid in the effort to end homelessness. California has an estimated affordable housing shortage of more than one million homes. Funding provided by the state for the development and preservation of affordable homes dropped by 79 percent, from approximately \$1.7 billion annually to nearly nothing today. The No Place Like Home program marks the state's first effort to reinvest dollars into housing for the homeless in recent history.

The Department of Housing and Community Development (HCD) will administer the program in consultation with an advisory committee. This committee comprises directors of various state departments including HCD and Health Care Services Department as well as county administrative officers, a representative of an affordable housing organization and an administrative officer of a city. The committee will assist and advise the department in the implementation of the program. It will also review and make recommendations on the department's guidelines and review the department's progress in distributing funds and lastly provide advice and guidance more broadly on statewide homelessness issues.

The funding will be divided into a competitive program (\$1.8 billion) and a non-competitive program (\$200 million) for counties. HCD will develop final guidelines, however, the bill includes requirements for the general outline of the programs as described below.

Competitive Program (\$1.8 billion)

For the competitive loan program, counties will be grouped into four categories based on total population, within which they will compete for funding: Los Angeles County, large counties with a population greater than 750,000, medium counties with a population between 200,000 and 750,000, and small counties with a population less than 200,000. HCD will distribute funding among the groupings based on a calculation that includes the number of homeless persons residing within each county and considers minimum funding levels necessary for a permanent supportive housing development.

Criteria for the competitive program include:

1. A county may apply as the sole applicant if it is the development sponsor or jointly with a separate entity as development sponsor.
2. Funded developments must integrate the target population with the general public.
3. Funded developments must utilize low barrier tenant selection practices that prioritize vulnerable populations and offer flexible, voluntary, and individualized supportive services.
4. The guidelines can provide for alternative housing models, such as shared housing models of fewer than five units. Integration requirements may be modified in shared housing.
5. Funds will be offered as deferred payment loans to finance capital costs including acquisition, design, construction, rehabilitation, or preservation, and to capitalize operating reserves of, permanent supportive housing for the target population.
6. Guidelines adopted by HCD must include establishing income and rent standards.

The small county category is guaranteed access to at least 8 percent of the total funds. There is also the option of an "alternative process" for the counties with more than 5 percent of the statewide homeless population to access funding directly, but this option limits the amount of funding an alternative county may access to their proportionate share of the homeless count. If money is left over in any of the tiers, it reverts back to the overall fund and will be made available to other counties. AB 1618 requires a minimum of four competitive funding rounds which will occur over five years. If additional funding is available at the end of the four rounds, further rounds of funding may be provided. Additional rounds are not required to comply with the competitive groupings, small county set aside, or alternative process.

Non-Competitive Program (\$200 million)

In order to jumpstart the program, HCD will distribute \$200 million in initial "over the counter", non-competitive, funding to finance construction, rehabilitation, or preservation, and to capitalize

operating reserves, of permanent supportive housing for individuals in the target population with a priority for those with mental health supportive needs who are homeless or at risk of chronic homelessness. Funds will be made available to all counties within the state and are proportionate to the number of homeless persons residing within each county with a minimum funding level of \$500,000. Funds not awarded within 18 months following the first allocation will revert to the competitive program.

Technical Assistance and Reporting Requirements

The proposal also includes \$6.2 million for the department to provide technical and application preparation assistance to counties based on size and allows up to 5 percent of funds to be used for state administrative costs.

Counties receiving funds are required to provide an annual report to HCD including information on the funded supporting housing development. Additional reported information must include location of projects, number of units assisted, occupancy restrictions, number of individuals and households served, related income levels, and homeless, veteran and mental health status. The department also must report to the Legislature annually on the processes established for distributing funds, the distribution of funds among counties, and any recommendations as to modifications to the program for the purpose of improving efficiency or furthering the goals of the program. Lastly, the department is required to hire an outside contractor for overall program evaluation.

The Legislature also authorized a \$1 million General Fund loan to support program implementation prior to the receipt of bond funds. Specifically, the loan is to allow the department to begin program activities, including, but not limited to, drafting program guidelines and regulations.

Bond Financing Cleanup Bill and Next Steps

While the Legislature has adopted the policy framework in AB 1618, an additional measure is pending ([AB 1628, Committee on Budget](#)) that outlines the bond financing and mechanics of how it will be taken from Prop. 63 revenues. This measure would facilitate and authorize the issuance of bonds by the California Health Facilities Financing Authority (CHFFA) for the purposes of establishing a loan program for counties to develop and administer permanent supported housing for homeless. The measure establishes a framework for the provision of housing through authorized service contract, address loans to be made by CHFFA for supportive housing, specifies the use for funds for projects across the state, and provides administrative structure for the program. Additionally, AB 1628 provides for direct funding from this program for the few cities that currently provide mental health services and are already eligible for Prop. 63 funding.

What Cities Need to Be Doing

Prop. 63 provides funding to counties and cities providing mental health services that were grandfathered into the Bronzan-McCorquodale Act. Therefore, the No Place Like Home program cannot provide direct funding to cities with a few exceptions. However, there is already some indication that the No Place Like Home program guidelines may reward counties that have an active partnership with their cities. In order to be best positioned for funding to be used in their jurisdiction, cities should be working with their county and other community based organizations now to provide for the development of supportive housing and services for the homeless.

'AB 2492' Continued from Page 1...

Now on Gov. Jerry Brown's desk, AB 2492 in brief:

- Clarifies the ways to calculate employment and crime data, based on input from the Employment Development Department and Department of Justice;
- Authorizes CRIAs to access several additional forms of financing that are available to Enhanced Infrastructure Financing Districts;
- Allows countywide and citywide income data to be used when designating areas, in addition to statewide income data, in recognition of regional income differences; and

- Allows state designated disadvantaged communities to more easily use the CRIA tool, which aligns economic development efforts with statewide objectives to reinvest in struggling communities and improve their environments.

The League thanks Assembly Members Luis Alejo (D-Salinas) and Eduardo Garcia (D-Coachella) for their continued leadership in helping restore this tool to revitalize disadvantaged areas within local communities. Cities are encouraged to submit signature request letters on this measure. A sample letter is available at www.cacities.org/billsearch by plugging AB 2492 into the search function.

'CSCDA: Fresno' Continued from Page 1...

This program provides a variety of public agencies and developers access to low-cost, tax-exempt financing and economic development tools. CSCDA recently issued \$11,555,000 in tax-exempt multi-family affordable housing bonds for El Cazador Apartments in Fresno.

About El Cazador Apartments

El Cazador Apartments is an acquisition and rehabilitation of 100 affordable housing apartments by El Cazador, LP. The project sponsor is Redwood Housing Partners. El Cazador will become 100 percent affordable and provide one-, two- and three-bedroom apartments to low-income residents in Fresno.

CSCDA and Redwood Housing Partners partnered with Citibank to provide tax-exempt multi-family affordable housing bonds for El Cazador. The rehabilitation will include the following: new roof coating system, upgraded HVAC systems, upgraded boilers, modernized landscaping, construction of a new community building (including management office, computer lab, library and fitness room), new security camera system, upgraded lighting, upgraded unit interiors and upgraded appliances. The financing of El Cazador will maintain the affordability of units for low-income tenants for 55 years.

Background

CSCDA is a joint powers authority created in 1988 and is sponsored by the League of California Cities® and the California State Association of Counties. It was created by cities and counties for cities and counties. More than 500 cities, counties and special districts are program participants in CSCDA, which serves as their conduit issuer and provides access to efficiently finance locally-approved projects. CSCDA has issued more than \$50 billion in tax exempt bonds for projects that provide a public benefit by creating jobs, affordable housing, healthcare, infrastructure, schools and other fundamental services. Visit CSCDA's website for additional information on the ways in which CSCDA can help your city.

Aug. 30, 2016
Issue #75

SB 1069 Erodes Local Control and Fails to Provide True Solution to State's Need for More Affordable Housing

Bill Returning to Senate for Concurrence and on to Governor

There is no arguing that California has a housing problem. Rent and housing costs continue to increase and California's affordable housing stock is not sufficient to meet the needs of the state's residents, especially in some of the most congested areas. California needs more policies that provide affordable housing funding and unfortunately legislation that is purported to help the housing crisis, in fact would do little to alleviate the problem. The measure has one more step before being sent to Gov. Jerry Brown and cities should be ready to submit veto request letters to him. *For more, see Page 2.*

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League Removes Opposition to Development Bonus Legislation

The League last week removed its opposition to AB 1934 (Santiago), legislation on development bonuses. Assembly Member Miguel Santiago's (D-Los Angeles) legislation creates a development bonus when a commercial developer enters into an agreement with an affordable housing developer to contribute to a project to develop affordable housing. The legislator recently accepted a number of League-offered amendments that are designed to make the law more workable at the local level. *For more, see Page 2.*

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HUD Announces Grant to Help Communities Support Needs of Homeless Youth

Nov. 30 is Deadline to Apply

The U.S. Department of Housing and Urban Development (HUD) will select up to 10 communities to participate in the Youth Homelessness Demonstration Program (YHDP) to develop and execute a coordinated community approach to preventing and ending youth homelessness. *For more, see Page 2.*

'SB 1069' Continued from Page 1...

SB 1069 (Wieckowski) seeks to further restrict local governments' authority to impose requirement on second units (aka granny flats). The bill, which renames these accessory dwelling units (ADUs), requires that these units be approved ministerially under certain conditions.

Cities would be prohibited from imposing parking standards on units that are:

- Located within one-half mile of public transit (which is undefined and there is no guarantee that this transit has to be frequent and reliable commuting transit);
- Located within an architecturally and historically significant district;
- Part of an existing primary residence;
- When on-street parking permits are required but not offered to ADU occupant; and
- When the ADU is within one block from a car sharing vehicle.

In addition, the measure places confusing restrictions on water and sewer connection and capacity fees that will require re-calculation of existing fees.

The League has long advocated for policies that truly address California's epic affordable housing crisis. In fact, this is one of the organization's top strategic priorities for 2016. No Place Like Home will help homeless and men, women and children at risk of homelessness get into supportive housing. This is the type of legislation that will make a difference.

SB 1069 fails to adequately address the wide variety of factors and infrastructure, including parking, utilities, neighborhood character, spillover effects on adjacent areas, etc. necessary to expand housing units in communities. Nor does it recognize the transportation and parking needs of different individuals and families. The measure just further erodes local governments' ability to approve housing and will likely lead to more restrictive housing policies at the local level.

Next Steps

The Assembly passed SB 1069 on a 42-17 vote on Monday, Aug. 29. The bill now returns to the Senate for concurrence before reaching Gov. Jerry Brown's desk. The League will be requesting a veto. An action alert has been posted online at www.cacities.org/billsearch. Plug in AB 1069 into the search function to access the alert. The veto letters will be added when drafted.

'AB 1934' Continued from Page 1...

AB 1934 offers a new system for commercial developers to get bonuses on their commercial development projects if they agree to contribute to an affordable housing development. It requires a three-way agreement between the local governments and the developers before any project would be approved. This could be a beneficial program that will lead to more affordable housing in communities struggling to provide affordable options to their residents. There is also a five year sunset and reporting provisions in the law to help the state track the effectiveness of the program.

'Grants' Continued from Page 1...

The purpose of the YHDP is to learn how communities can successfully approach the goal of preventing and ending youth homelessness by building comprehensive systems of care for young people rather than implementing individual or unconnected projects that serve populations. In order to effectively implement a system that addresses the needs of youth experiencing homelessness, Continuum of Care must understand the subgroups of unaccompanied youth, including pregnant and parenting, lesbian, gay, bisexual, transgender and questioning (LGBTQ), and minor age youth experiencing homelessness and the unique challenges they face within their communities.

Deadline and Application

All applications for this program are due by Nov. 30.

For more information, please visit the [Funding Opportunity Announcement via Grants.gov](#).

**Aug. 31, 2016
Issue #76**

IN THIS ISSUE:

Page 3: California Earned Income Tax Credit Questions and Answers Document Available for Grant Applicants

Governor Signs Bill Protecting Code Enforcement Officer

Less than a week after the bill reached his desk, Gov. Jerry Brown on Aug. 30 signed AB 2228 (Cooley) into law. Co-sponsored by the League and the Code Enforcement Officers, this legislation establishes the Code Enforcement Officers Standards Act. *For more, see Page 2.*

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Approval of SB 879 in Final Hours of Legislative Session Would Be Important Step in Solving Housing Crisis *Legislators Urged to Support SB 879*

With just hours left before the close of this legislative session, the League is urging the Legislature and Gov. Jerry Brown to support SB 879 (Beall), the proposed \$3 billion general obligation housing bond. Sen. Jim Beall's (D-San Jose) measure recognizes the housing crisis and the critical role that the state must play in finding solutions. If approved, the bond would be placed on the November 2018 ballot. *For more, see Page 2.*

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Sept. 2 Annual Conference Registration Deadline Fast Approaching

Just a few days remain before the registration deadline for the 2016 League of California Cities® Annual Conference & Expo. If you cannot register by the Sept. 2 deadline, on-site registration will be available. The League hotel blocks have all sold out however, hotel rooms can be found through individual hotels and online hotel reservation services. *For more, see Page 2.*

Under this law, the board of directors of the California Association of Code Enforcement Officers (CACEO) will develop and maintain standards for the various classes of Certified Code Enforcement Officers and promote training to ensure consistent enforcement and officer safety without imposing any mandates.

The League wishes to thank Assembly Member Ken Cooley (D-Rancho Cordova) for his leadership on this important issue. In addition, the League thanks CACEO, the co-sponsor on this legislation, for highlighting the need for legislation promoting standardized training. AB 2228 was inspired by documented instances of avoidable municipal liability, as well as the frequency of threats and assaults on code enforcement officers in the line of duty, whether serving warrants, issuing citations, enforcing animal control regulations or conducting inspections.

For more, please see ["Bill Protecting Code Enforcement Officers Heads to Governor," CA Cities Advocate](#), Aug. 24, 2016.

'Housing' Continued from Page 1...

It is well past time to restore funding for affordable housing in California. The state's future depends on it and the Legislature has not developed a plan to address this mounting crisis. The League is supporting SB 879 because it funds a variety of existing state programs such as Multifamily Housing, CalHome, and Transit-Oriented Development.

Cities are in dire need of assistance. The Proposition 64 and Prop. 13 funds have been spent, \$1.5 billion in annual redevelopment funding has been taken away and between 2005–15 federal investments in critical housing programs were reduced 50 to 77 percent.

The housing shortage has resulted in skyrocketing rents and home prices well above the national average, while also playing a role in the state's homeless population, climbing to 116,000 after years of progress.

For more information, please see ["Sen. Beall's \\$3 Billion Housing Bond Still in Play as Session Winds Down," CA Cities Advocate](#), Aug. 18, 2016.

'Annual Conference' Continued from Page 1...

City officials planning to attend should make note of the topics and sessions being offered this year. Sessions will cover a wide range of issues including addressing homelessness, workplace issues and succession planning, medical marijuana and emergency preparedness. Once again the [Speaker Theater](#) series will be offered featuring case studies of innovative projects and programs that have worked in California cities.

Ethics Training Available

For city officials that need to complete the AB 1234 ethics training, it will be offered on Wednesday, Oct. 5. Since 2005, public officials have been required to attend ethics training. They must complete it within one year of taking office and repeat the training every two years.

Keynote Speakers

There are several fantastic speakers lined up this year, especially the keynotes. On Wednesday, Oct. 5, listen as [Jason Roberts](#) of the [Better Block Project](#) describes how to drive change in communities moving past unproductive committees and outdated regulations.

One of the nation's leading economists, [Christopher Thornberg](#) will captivate attendees on Thursday, Oct. 6, with his perspectives on California's economy and some of the forces that could threaten the economy's rebound — fluctuations in the price of oil, tech bubbles, China and the Middle East. Be there as he explores the stability of the economy, future flash points that cities should track and much more.

California Earned Income Tax Credit Questions and Answers Document Available for Grant Applicants

The Department of Community Services and Development (CSD) posted a Questions and Answers sheet following the release of its [Notice of Funding Availability](#) (NOFA) last week, inviting interested parties to apply for funding to provide education and outreach services regarding the [California Earned Income Tax Credit \(Cal EITC\)](#). The League originally reported on this in the Aug. 19 issue of *CA Cities Advocate* in "[California Earned Income Tax Credit Education and Outreach Grants](#)."

The current Questions and Answers document includes questions received through the Bidders Conference and CSBGDIV@csd.ca.gov inbox. CSD will continue to respond to questions as received regarding the NOFA, through Sept. 11 at noon. Interested applicants are responsible for checking the website periodically for any updates to the Question and Answers document. Additional questions should be submitted to CSBGDIV@csd.ca.gov.

Additionally, the slides from the Bidders Conference have been posted to the CSD [website](#). During the Bidders Conference a request was made for CSD to share the names of organizations interested in applying for funding to allow for potential collaborations. This is intended to allow for applicants who seek expanded collaboration to further coordinate activities. Upon request CSD, will share the names of organizations submitting a Notice of Intent to Apply.

Applicants wishing to make their Notice of Intent to Apply public for collaboration may do so by sending an email to the CSBGDIV@csd.ca.gov requesting their organization to be added to a public list. Applicants wishing to be added should provide their organization name, contact name, phone number and/or email address. The initial public list will be posted on Friday, Sept. 2 and updated periodically to the CSD public [website](#).

Note: CSD will not share the names of organizations submitting a Notice of Intent to Apply that have not opted into this process.

Sept. 1, 2016

Issue #77

Session Ends with Possibilities Still Open on Transportation

Progress Made for Cities and Local Control

Early Thursday morning the Legislature wrapped up its 2015-16 regular session concluding two years dominated by major issues such as minimum wage, climate change, health insurance organization taxes and more. For cities, engagement focused on transportation funding, medical marijuana regulation, economic development, housing affordability and homelessness. Much work was accomplished, but at the close of the session two significant issues affecting cities remain outstanding — transportation and affordable housing funding. With the continuance of the special session on transportation, conversations and negotiations will go on with possible action later in the year or early in the 2017 session. Housing affordability is also expected to remain a major issue next year. Progress was made on other issues for cities on local control.

For more, see Page 2.

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End of Session Signature/Veto Webinar Helps Cities Take Action on Measures on Governor's Desk

Now that the Legislature has adjourned the 2015-16 session, the focus shifts solely to legislation that made it to Gov. Jerry Brown's desk. The Governor has until Friday, Sept. 30 to sign or veto the hundreds of bills awaiting his review. Bills he signs will largely go into effect on Jan. 1, 2017. Cities are invited to participate in the League's Sept. 7 end of session webinar where the organization's legislative advocacy team will brief members on the priority bills for cities.

For more, see Page 3.

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League-Sponsored Bond Agency Issues \$12.7 Million in Tax-Exempt Bonds for The Culinary Institute of America in St. Helena and Napa

Some of the most significant benefits of League membership for cities since 1988 have flowed from the League's co-sponsorship of the California Statewide Communities Development Authority (CSCDA). *For more, see Page 3.*

Transportation

Sen. Jim Beall (D-San Jose) and Assembly Member Jim Frazier (D-Oakley) last week introduced two bills into the Special Session on Transportation that would generate \$7.4 billion annually for the state's transportation network. This total includes \$2.5 billion for local streets and roads. Supported by the League, SBx1 1 (Beall) and ABx1 26 (Frazier) mirror each other and offer a carefully balanced approach to funding road maintenance and repair with significant reforms.

While the Legislature adjourned the 2015-16 regular session, the special session continues until Nov. 30 giving legislators an opportunity to return to the Capitol to work on transportation funding in what would be known as a "lame duck" session. The Assembly took an important procedural step on Tuesday night to facilitate that work after the Nov. 8 election when Speaker Anthony Rendon (D-Lakewood) officially became Speaker of the special session. This was an important signal of interest by Speaker Rendon, because former Speaker Toni Atkins (D-San Diego) had been listed as special session speaker since convened in 2015. Speaker Rendon will now have the ability to make committee member assignments and assign bills, which will be important between now and Nov. 30.

While there is still further to go, significant progress has been made in getting the challenges faced by local streets and roads onto the agenda of legislative leadership and the Gov. Jerry Brown; all that is needed now is the tenacity and discipline to finish the race.

Cities should remain engaged on transportation and watch for updates from the League. The Fix Our Roads Coalition, of which the League is a founding member, remains focused on working with legislators and stakeholders on passing a workable and sustainable transportation funding package.

Housing

Housing affordability dominated a great deal of the 2016 session. Important progress to assist the homeless was made with the No Place Like Home initiative, which the Governor signed into law on July 1. The \$2 billion program takes a constructive approach by helping the homeless through housing with supportive services. The measure will create an-estimated 10,000-plus housing units throughout the state, with funding coming from Proposition 63, the Mental Health Services Act.

Several bills affecting housing planning and approvals were advanced to the Governor, and in most cases the League was successful in obtaining necessary amendments; however, efforts to secure affordable housing funding regrettably stalled.

An effort by Assembly Democrats, supported by the League, to secure \$1.3 billion in excess state General Fund dollars for affordable housing was stymied during the budget negotiations when the funds were instead placed in the state's Rainy Day reserve fund. Disputes later ensued over the Governor's by right housing proposal, which sought to expedite certain housing development via the elimination of opportunities for public input and project-level environmental analysis. This proposal was strongly opposed by labor and environmental organizations, as well as the League.

A late-session effort to place housing and park bonds on the 2018 ballot also faded.

Progress Made on Other Issues

While work goes forward on transportation and affordable housing funding, progress was made in other areas: the League was successful in getting numerous bills helpful to cities to the Governor's desk. Most bills harmful to city interests were either stopped or amended to resolve city concerns.

The League thanks city officials for their continued assistance on the many legislative issues pending during the 2016 session.

The League on Tuesday, Sept. 6 will issue a list of all priority bills on the Governor's desk. This list will serve as the foundation of the Sept. 7 webinar. In addition, sign and veto sample letters will be available for cities to use on the League's website at www.cacities.org/billsearch by plugging the bill number into the search function.

Webinar Details

- Sept. 7, 1:30 to 3:00 p.m.
 - Free for League members and partners. Others will be charged \$100
 - Two connections per city
 - [Register](#) by Sept. 2
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This program provides a variety of public agencies and developers access to low-cost, tax-exempt financing and economic development tools. CSCDA recently issued \$12,725,000 in tax-exempt bonds for The Culinary Institute of America located in the cities of St. Helena and Napa.

About The Culinary Institute of America

The Culinary Institute of America (CIA) is the world's premier culinary college, with an industry-wide reputation for excellence and more than 48,000 alumni serving their professions as a living testament to the quality of a CIA education.

Responding to a growing need for food and wine professional development on the West Coast, the college opened The Culinary Institute of America at Greystone, a branch campus located in the heart of California's Napa Valley. The campus is situated in and around the Greystone Cellars building formally owned by Christian Brothers. First offering continuing education programs for foodservice professionals, the California campus grew to include associate degree programs and food enthusiast classes.

Expanding the college's California campus and its presence in wine country, the CIA recently acquired the property that was Copia, the former center for food, wine, and the arts in downtown Napa. The Culinary Institute of America at Copia will offer food and wine education programs, as well as industry leadership conferences and initiatives. Visitors can anticipate new programs focused on food and wine, new dining facilities, an expanded calendar of special events, a public museum, and other consumer-focused experiences. The Food Business School will also be headquartered there.

CSCDA partnered with J.P. Morgan to underwrite the \$12,725,000 in tax-exempt bonds for the CIA. The bonds will be used to renovate the Greystone campus in the city of St. Helena, and the Copia facilities in the city of Napa.

Background

CSCDA is a joint powers authority created in 1988 and is sponsored by the League of California Cities® and the California State Association of Counties. It was created by cities and counties for cities and counties. More than 500 cities, counties and special districts are program participants in CSCDA, which serves as their conduit issuer and provides access to efficiently finance locally-approved projects. CSCDA has issued more than \$50 billion in tax exempt bonds for projects that provide a public benefit by creating jobs, affordable housing, healthcare, infrastructure, schools and other fundamental services. Visit [CSCDA's website](#) for additional information on the ways in which CSCDA can help your city.

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Key Climate Change Bills and Cap-and-Trade Expenditure Plan Clear Legislature in Final Days

\$900 million Allocated, but Uncertainty of Cap-and-Trade Program Remains

The League tracked legislation dealing with climate change and measures to reduce California's greenhouse gas emissions (GHG) throughout the session. Although the League did not take formal positions on all of these bills, cities will want to be aware of their effects.

For more, see Page 2.

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Second Attempt at Costly Employee Orientation Proposal Fails in Senate

The Legislature often acts in a manner that is responsive to issues that have local, state or even national implications. In the wake of the U.S. Supreme Court's 4-4 ruling in the controversial *Friedrichs v. California Teachers Association*, which challenged the collection of "fair share" or "compulsory" union fees from nonunion employees, organized labor responded with AB 2835 (Cooper). Co-authored by legislative leadership, the measure was amended in June in and would have required that all public employer labor organizations be allowed 30 minutes of paid time to organize new hires. The measure did not move forward at the end of session.

For more, see Page 3.

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Legislation Undermining Local Taxi Regulation Authority Sent to Governor Flawed Bill Redrafted in Final Hours of Session

Without any meaningful input from the public and affected stakeholders in the closing hours of the legislative session, the Legislature redrafted AB 650 (Low) to arbitrarily restrict the ability for cities and counties to properly regulate the taxi industry, in an attempt to level the playing field for taxis against their competition (transportation network companies, or TNCs, such as Uber and Lyft). Enhancing competition at the expense of maintaining important community standards, including ensuring public safety, community-wide coverage, and disabled access is the wrong approach.

For more, see Page 4.

Extending State GHG Goals and Changing Air Resources Board

In the face of strong opposition from business groups, oil companies, and agricultural interests, [SB 32 \(Pavley\)](#) and [AB 197 \(E. Garcia\)](#) cleared final legislative hurdles and are currently on Gov. Jerry Brown's desk. The Governor's office was heavily engaged in the effort to pass these bills.

SB 32 provides the California Air Resources Board (ARB) with clear authority to limit statewide GHG emissions equivalent to at least 40 percent below 1990 levels by 2030. However, SB 32 does not explicitly extend the cap and trade program. The Governor attempted to insert last-minute amendments into SB 32 to clarify that the program shall continue beyond 2020, but was unsuccessful.

AB 197 establishes a new Joint Legislative Committee on Climate Change Policies to provide ongoing, permanent oversight over the implementation of the state's climate policies and the Greenhouse Gas Reduction Fund (GGRF). The Joint Legislative Committee on Climate Change Policies is comprised of at least three senators and three assembly members. AB 197 also makes substantial changes to ARB. The measure imposes six-year term limits on voting members and adds two members of the Legislature as non-voting, ex-officio members, one appointed by each house.

At a press [conference](#) announcing the passage of SB 32 and AB 197, Governor Brown was asked about the fate of the Cap-and-Trade program given the significant decline in recent auction revenues and the pending challenge to the legality of the Cap-and-Trade program in court, which argues that the program functions as a tax, and not a fee. He said that the passage of SB 32 provides leverage to lawmakers to reach a deal with opponents of the Cap-and-Trade program that would prefer such a program over more rigorous regulations to reduce pollution.

The Governor and others suggest the Cap-and-Trade program, a market based system, is not needed to reduce GHG emissions. With SB 32 providing ARB clear authority to regulate GHG emissions to achieve a 40 percent reduction below 1990 levels by 2030, ARB could force GHG emitters to take action or face penalties without a process to help offset the cost of compliance.

At the press conference, Governor Brown warned "*they're going to plead for a market system.*"

\$900 Million in Remaining Cap-and-Trade Funds Allocated, New Transformative Climate Communities Program to be Launched

In addition to SB 32 and AB 197, the Legislature passed [AB 2722 \(Burke\)](#), a measure that establishes the programmatic framework for the new Transformative Climate Communities Program (TCCP) that received funding in the Cap-and-Trade expenditure program. The TCCP is very similar to a program that the League, the California State Association of Counties, the Local Government Commission, and other have sought the last three years. Its purpose is to provide funding to develop and implement neighborhood-level climate community plans that include multiple, coordinated GHG emissions reduction projects that provide local economic, environmental, and health benefits to disadvantaged communities.

The approved Cap-and-Trade [expenditure plan](#) is the first meaningful discretionary spending of Cap-and-Trade auction proceeds in two years.

Specific allocations are as follows:

- \$135 million for the Transit and Intercity Rail Capital Program to fund essential local capital projects for bus and commuter rail;
- \$10 million for the Active Transportation Program to fund bicycle and pedestrian programs;
- \$133 million for the Clean Vehicle Rebate Program to assist with the purchase of clean vehicles;
- \$150 million for the Heavy Duty and Off-Road Investments to help develop and pilot cleaner industrial vehicles;

- \$80 million for the Enhanced Vehicle Fleet Modernization program to provide low income families help replacing old vehicles with new, cleaner vehicles;
- \$140 million for the Transformative Climate Communities Program to fund a community-wide approach for disadvantage communities to implement an integrated transportation, housing, and green space development plan to reduce pollution, GHG emissions, and improve local communities;
- \$80 million for the Urban Greening Program to fund green spaces and parks in local communities;
- \$15 million for the Urban Forestry Program to assist disadvantaged communities with tree planting and care; and
- \$2 million for the Strategic Growth Council to assist disadvantage communities and local governments with developing climate.

Next Steps

There is likely to be a great deal of activity this fall related to the Cap-and-Trade program and implementation of the newly adopted climate change legislation. In particular, the outcome of the pending court challenge to the legality of the Cap-and-Trade program should be determined in the coming weeks.

The November 2016 election will also add to the dynamics of the situation. It is possible that the Democrats in the Assembly and the Senate could win enough seats to regain a two-thirds super majority. If this happens, it is much more likely that the Legislature will resolve the uncertainty around the Cap-and-Trade program by approving it with a two-thirds vote, making it a tax, instead of a fee.

League staff will also closely monitor and update cities on developments associated with ARB's actions as they relate to implementation of the new GHG emission reduction targets contained in SB 32.

Finally, in the next few weeks, League staff will update its website and the Cap-and-Trade Guide to reflect the 2016-17 Cap-and-Trade expenditure plan. These resource materials are meant to assist cities with accessing Cap-and-Trade funds.

'AB 2835' Continued from Page 1...

A similar attempt was made last year, before the Court's ruling. The League along with public employer counterparts strongly opposed the effort. With only four days remaining of the legislative session, the measure never made it out of mock up form.

Aside from the loss of local control, the logistical challenges and the estimated \$350 million dollars annually that the measure would have shifted to the state, local governments and school districts, AB 2835 was simply unnecessary because labor unions already have broad access to meet with and inform public employees.

City engagement on this issue played a critical role in educating and informing legislators. In the final weeks of the legislative session hundreds of cities made their presence known through participating in the League's data collection surveys. Preliminary results from over 100 cities found that the average expected staff turnover over the next five to 10 years is 37 percent, varying little between city size and staff. One city reported an expected staff turnover of 67 percent and many others estimate 50 percent or more due to expected retirements. While the real number of retirements will vary by staff size, the growing number will require a number of new employee hires — which would only drive up the cost of this measure in every year.

After months of intense lobbying from both sides, the author decided to send the measure to the Inactive File on the final day of the legislative session, meaning the measure is shelved for the year. Although this may only be a temporary reprieve as similar proposals may return next year.

Stopping this legislation took significant effort. Sustained messaging outlining the logistical and financial burden this measure would have placed on our cities truly was the catalyst in stopping

this bill. City officials answered the call to action through sending letters of opposition and making phone calls to their lawmakers. The League appreciates the engagement of city officials on this important matter.

'Taxi Cab' Continued from Page 1...

The regulation of taxis has been a municipal affair for nearly a century. Local governments have begun to modify regulations to provide a balanced regulatory approach in response to the quickly evolving for-hire transportation industry. AB 650, however, limits their authority and reverses such advancements. Rushing a major policy shift of this magnitude could lead to more problems than it looks to solve.

AB 650 applies unevenly. A carve-out for the city and county of San Francisco was inserted into the bill, despite other unique circumstances other cities may also have. Whatever the justifications, the reality is that for all other cities and counties, much of their authority would be retroactively limited to what they had in place on July 1, 2016.

If the bill is signed, cities and counties would no longer be able to:

- Impose any new service charges, fees, or assessments on taxicab transportation services even if taxicab companies are newly introduced into those jurisdictions;
- Impose fees for taxi driver permits in excess of \$75 in perpetuity, regardless of inflation, with no consideration of existing constitutional restrictions on permit fees or the real cost for taxi program administration; and
- Impose any additional regulations to help ensure adequate levels of service to all areas within the jurisdiction for individuals covered under the Americans with Disabilities Act of 1990, such as expansion or adoption of an ordinance similar to Los Angeles' requirement that 10 percent of its taxi fleet must be wheelchair accessible.

While purporting to "level the playing field" for taxis, this measure will not accomplish that objective. AB 650 continues to hold taxicab regulation to a stricter standard than TNCs. Some cities have enacted more stringent background criteria than required by the state and it remains unclear if this legislation may prevent cities from adopting standards stronger than what's required by state law. In an era of increased threats to the general public, the Legislature should aim for strengthening safety measures, not weakening them.

Switching taxi regulation from locals to a state agency is also part of the bill's objective, which is apparent in the intent language. Earlier versions of AB 650 proposed that the California Public Utilities Commission (PUC) assume jurisdiction to regulate taxis because it also regulates TNCs. The problem is that legislators and the Governor have proposed to reform the PUC, which would include switching the regulation of TNCs to the California State Transportation Agency. That measure failed to make it out of the Legislature in the final hours of session. Meanwhile, AB 650 limits the only existing regulatory authority for taxicabs when there is not even a clear home for taxi regulation at the state level. At a minimum, this legislation is premature.

The world of for-hire transportation is rapidly changing. TNCs have expanded options in a revolutionary way. Regulations for taxis should be modernized, but such change should take place in a thoughtful and deliberative forum instead of with legislation redrafted in the late hours of a legislative session. Local governments should be a full partner in any discussion of the integration of new technologies affecting transportation options within communities, so that important community priorities such as public safety, community-wide coverage, anti-discrimination policies and disabled access can continue to be assured.

Gov. Jerry Brown should veto AB 650 and allow time for future legislation to be more carefully drafted with the input of affected local agencies and ensure that any role for the state, including the specific agency tasked with new responsibilities, is clarified.

Next Steps

Cities are encouraged to submit veto request letters on this legislation. A copy of the League's letter and sample letter can be obtained at www.cacities.org/billsearch by plugging 'AB 650' into the search function.

League's Regional Divisions Contribute to Defeat of Legislation Undermining Local Control of Regional Authority

A bill proposing to add state appointments to the South Coast Air Quality Management District (SCAQMD) board, was defeated on the Assembly Floor in the final hours of the legislative session. The measure, SB 1387 (de León) represented a clear threat to local control and was strongly opposed by all four of the League's affected regional divisions — Los Angeles County, Orange County, Riverside County and Inland Empire. Many stakeholder organizations, individual cities and the state League also opposed the measure.

Under SB 1387, Gov. Jerry Brown, the Senate and the Assembly would each have had the authority to appoint one new member to the SCAQMD board. These state appointments would have comprised 40 percent of the board. The broad coalition opposing this measure reminded legislators that regional boards should be overwhelmingly comprised of representatives selected by and from local communities within the geographic region. Having a disproportionate number of state-appointed members completely undermines the role and effectiveness of a regional board. For more, please see "[Legislation Giving State Appointments to SCAQMD Threatens Local Control](#)," *CA Cities Advocate*, Aug. 24.

There often can be a diversity of perspectives on legislation affecting regional matters — but not in this case. All four League divisions were in agreement that it was inappropriate for the state to have such authority over a regional body. The League joined in the opposition effort because of the impacts this measure would have had on the local control of cities within the region and its disturbing precedent for further state intrusion into local affairs. The successful outcome on this bill demonstrates the power that can come from a collective effort focused on a specific goal, which is captured by the League's motto: "*cities working together*." The League thanks legislators who did not support this measure.

California City Solutions: Livermore Library Develops Innovative Service Model to Continue Providing Accessibility to Services

This story is part of an ongoing series featuring Helen Putnam Award entries. The 2015 entries are available on the League's website as a resource for cities in a searchable database called [California City Solutions](#). Livermore's Easy Access Library was submitted in 2015 for the Community Services and Economic Development award category.

When faced with the challenges of the economic downturn, the city of Livermore created a new model for library services. The result was a hybrid library branch that is the first known library of its type. This hybrid branch, the Easy Access Library, has provided residents several additional hours per year of access to library books and materials. It is a creative and fiscally responsible way of providing a service where a need still exists despite a lack of ongoing funding. This innovative service model is not only applicable in the library field, but also for other municipal services.

Livermore operates its own library system. The flagship is the Livermore Public Library Civic Center, a beautiful 53,000 square-foot library that opened in 2004. In addition to this main library, two small branches serve other areas of the city. As of 2009, the main library was open seven days per week for a total of 65 hours; the two branch libraries were open six days per week for a total of 51 hours each. In response to the economic downturn, in January 2010, staff reduced library service hours at each of the two branches to three days (23 hours) per week. Unfortunately, funding shortfalls required additional budget cuts in the fall of 2010 and as a result, staff decided that they would need to close down the smallest and oldest library in the city, the Springtown Branch Library.

This branch library was originally created from a small portable building that was formerly used as a convenience store. This portable was moved from another location and donated to the city to open as Livermore's first branch library in 1986. Although the facility was very outdated, community members would not accept its closing and the city council requested that some library services be provided for the Springtown community. This would require creative solutions on the part of library management. Management reorganized staffing throughout the library system in order to keep the Springtown Branch Library open one day per week and also began exploring innovative methods for offering some level of service throughout the week.

The Springtown Branch Library is located in an area of the city isolated by a major freeway. This freeway creates both a physical and conceptual separation between the two areas of the city and the residents in this area historically have felt cut off from the majority of city services. Although the main library is less than four miles from the Springtown Branch Library, public transportation between the two areas is limited and there are few vehicle traffic routes across the freeway. After the reduction in library branch hours, some Springtown residents began to use the main library; however, other residents did not, due to the travel inconvenience.

Several traditional approaches to library services were explored, including service reductions at the main library and collaboration opportunities with other agencies. Since branch staffing was minimal, library management began exploring self-service technologies. In looking beyond traditional solutions, they found creative inspiration in some unusual places — the U.S. Postal Service, a video rental company, and a local health club. All of these facilities used different types of technology to provide services without the use of staff. Library management began to research the variety of self-service equipment that the library could use to offer basic services within this type of operation and ultimately created the model for a new type of hybrid library.

Library staff surveyed area residents and asked them to rank services that they would use in a self-service facility. The highest ranked services were: the ability to pick up materials transferred from the main library; to check out DVDs and books; and to return items through an automated machine.

In 2011, the library received an Innovations Grant in the amount of \$63,000 from the Bay Area Library Information System to use toward the hybrid library project. The city of Livermore and the Friends of the Livermore Library then provided the remainder of the funding.

With this funding, staff created a new hybrid service space at the Springtown Branch Library. The branch was to remain open one day a week with staffing from the main library, and would be unstaffed but accessible the remainder of the week through self-service technology. The unstaffed portion of the Springtown Branch Library opened in January 2013 as the Easy Access Library.

The Easy Access Library provides access to library materials seven days a week, from 8 a.m. to 8 p.m., through a secure keycard entry during the hours the Springtown Branch Library is unstaffed. For a nominal fee, adults holding a Livermore Public Library card may apply for an Easy Access keycard in order to utilize the extended service hours. The self-service Easy Access Library offers secured DVD lending; automated materials return; a variety of youth and adult books and magazines available with self-service checkout; and holds lockers where patrons can pick up library materials requested from the main library.

The library uses video cameras and panic buttons to ensure safety. The facility's alarm arms and disarms automatically to ensure that people do not remain in the facility after hours. Residents who need to utilize the expertise of a librarian can continue to access the library during staffed hours. Residents who merely need routine checkout, pickup, and return services now have the flexibility to access these services seven days per week.

The innovative Easy Access Library has become a point of pride in the community. This unique hybrid library has given neighborhood residents more than 3,800 hours per year of additional access to library books and materials, and issued over 350 Easy Access Cards to residents. Residents use the service daily and express positive feedback about the convenience. Other municipalities have visited the branch to learn about this new hybrid service model.

Before the Easy Access Library opened, library materials usage at the Springtown Branch showed a steady decline of 21 percent. However, that downward trend reversed to a 1 percent increase in FY 2013-14 and continues to increase. Residents are also discovering that the Easy Access Library is the only city library open on holidays, which resulted in a 24 percent increase in materials usage in December 2014.

The ongoing costs of the Easy Access Library are minimal and mostly include equipment and facility maintenance. The cost to staff a similar level of access for a traditional library service model would be approximately \$300,000 per year. Additionally, there was an initial concern among staff about the potential for theft in an unstaffed facility. Surprisingly, the Easy Access keycard has instilled a sense of ownership in the library itself. Residents proactively notify library administration upon discovering any potential issues with door or equipment malfunctions, and theft has not been an issue.

The technology in the Easy Access Library has become a point of interest for both the local and library communities. Numerous libraries and community groups have requested tours of the space and the automated technologies. The Livermore Public Library has also presented information about the Easy Access Library and its unique hybrid service approach at national and regional conferences. After seeing the presentation, several conference attendees have expressed an interest in exploring a similar service model. This new service model is not only applicable in the library field, but could be explored for other municipal services as well.

State Launches Revised Open Data Portal

The California Government Operations Agency (GovOps) announced today that its [open data portal](#) has been updated with open source technology. Hosted by the Department of Technology, the portal is a collection of data gathered from multiple state agencies. Information contained in this portal can be of use to government agencies, the public, researchers and the press.

The portal is broken into content types, topics and tags. Topics include:

- Water;
- Fleet and Transportation;
- Economy and Demographics;
- Recycling;
- Buildings; and
- Grants and Contracts.

U.S. EPA Will Release RFP for Brownfield Assessment and Cleanup Funding this Fall

The United States Environmental Protection Agency's (EPA) Brownfields program is expecting the release of their annual request for proposals for brownfields assessment and cleanup funding in September/October 2016 with applications due 60-75 days after the release. These grants support property redevelopment and economic revitalization. Funds can be used to develop a brownfields inventory, conduct community outreach, perform environmental site assessments and clean up brownfield properties.

Cities that may have sites are encouraged to start early and contact EPA, engage interested stakeholders, and begin preparing the application. Additional information on the brownfields grant program can be found on [EPA's website](#).

For practical advice and hands-on technical assistance, feel free to contact members of the [CALED Brownfields & Land Revitalization Committee](#).

Marijuana Cannabis Cultivation Program Public Scoping Period Opened Sept. 1 *Scoping Workshops Scheduled Statewide*

The California Department of Food & Agriculture (CDFA) is developing regulations to establish cannabis cultivation licensing and a track and trace system, collectively referred to as the Medical Cannabis Cultivation Program (MCCP). The overall purpose of CDFA's licensing program is to ensure medical cannabis cultivation is performed in a manner that protects the environment, cannabis cultivation workers, and the general public from the individual and cumulative effects of these operations, and fully complies with all applicable laws. In addition, the program has been set up to establish a track and trace program to ensure the movement of medical cannabis items are tracked throughout the production chain.

The agency is preparing a Programmatic Environmental Impact Report (PEIR) to provide the public, state and local agencies, and permitting agencies information about the potential environmental effects associated with the adoption and implementation of statewide medical cannabis cultivation regulations.

The official public scoping period runs from Sept. 1–30 and provides CDFA an opportunity to obtain public input regarding the upcoming environmental analysis and regulation development.

The Notice of Preparation and Public Notice is available online.

Written comments can be emailed or mailed to:
California Department of Food & Agriculture
Attn: Amber Morris
Medical Cannabis Cultivation Comments
1220 N St. Ste. 400
Sacramento, CA 95814

Scoping Workshop Schedule

The public is also invited to attend eight scoping workshops across the state to learn more about the MCCP and submit formal comments for the record. All workshops will be from 4–7 p.m.

Sept. 13: Sacramento

Sacramento Convention Center
1400 J St. Rm 202
Sacramento, CA 95814

Sept. 14: Redding

Red Lion Hotel (Sierra Room)
1830 Hilltop Dr. Redding, CA 96002

Sept. 15: Eureka

Red Lion Hotel (Pacific Room)
1929 4th St.
Eureka, CA 95501

Sept. 20: Oakland

Oakland Marriott (Skyline Room)
1001 Broadway
Oakland, CA 94607

Sept. 21: San Luis Obispo

Courtyard by Marriott (Grand Ballroom)
1605 Calle Joaquin
San Luis Obispo, CA 93405

Sept. 22: Coalinga

Harris Ranch Garden Ballroom
23505 West Dorris Ave.
Coalinga, CA 93210

Sept. 27: Pasadena

Pasadena Convention Center (Ballroom F)
300 E. Green St.
Pasadena, CA 91101

Sept. 28: Desert Hot Springs

Miracle Springs Resort and Spa (Mirage Ballroom)
10625 Palm Dr.
Desert Hot Springs, CA 92240

**Bureau of Medical Cannabis Regulation and Department of Public Health
Announce Pre-Regulatory Stakeholder Meetings**

During September and October, the Bureau of Medical Cannabis Regulation (BMCR) and the Department of Public Health will be holding pre-regulatory stakeholder meetings. These meetings will be used to gather input on upcoming regulations.

Dates and Locations

Meetings have been set for the following dates and locations. Information on exact locations have yet to be announced.

- Sept. 19: Redding
- Sept. 20: Sacramento
- Sept. 22 Santa Rosa
- Sept. 26: Oakland
- Sept. 27: Fresno
- Oct. 4: Los Angeles
- Oct. 5: San Diego

Additional Information

BMCR invites cities to sign up for its listserv at www.bmcr.ca.gov for information and updates.
