City of Carpinteria
City Council Meeting Agenda
Monday, February 8, 2021

Virtual Meeting

4:30 Closed Session - 5:30 p.m. Regular Meeting

THE CITY OF CARPINTERIA HAS DETERMINED THIS MEETING TO BE AN ESSENTIAL PUBLIC MEETING THAT WILL BE CONDUCTED PURSUANT TO THE PROVISIONS OF THE GOVERNOR'S EXECUTIVE ORDERS N-29-20 AND N-33-20 AND SANTA BARBARA COUNTY HEALTH OFFICER ORDERS

In response to the spread of the COVID-19 virus, Governor Newsom has temporarily suspended the requirement for local agencies to provide a physical location from which members of the public can observe and offer public comment, and has ordered all Californians to stay home except as needed to maintain continuity of operations of certain critical infrastructure.

In compliance with these orders, and to minimize the potential spread of the COVID-19 virus, the City of Carpinteria is limiting public access to the City Council Chambers for this meeting. With this in mind, you are strongly encouraged to participate in the alternative methods explained below.

Virtual Viewing of Public Meetings
This meeting is available to view live on the City of Carpinteria's website at https://carpinteria.ca.us/city-hall/agendas-meetings, on Zoom Webinar by CLICKING HERE! Alternatively, you can join in by following one of these methods: (1) log on to www.zoom.us, download the application, select "Join Meeting", and enter Webinar ID 889 0390 2262; OR (2) call +1 (669) 900-9128 and enter Webinar ID 889 0390 2262 or on Government Access Television Channel 21 (broadcast live and rebroadcast on Wednesday after the meeting at 8:00 p.m. and on Saturday at 5:00 p.m.).

Public Comments
If you wish to make a general public comment or to make a comment on a specific agenda item, the following methods are available:

- Distribution to Board Members. If you wish to submit a hard copy of written comments to be distributed to board members (as either general public comment or on a specific agenda item), please submit your comment via email to PublicComment@ci.carpinteria.ca.us by **12:00 P.M. on the day of the meeting.** Please note that these comments will not be read into the record during the meeting unless you include this request with your comments.

- Read Into the Record During Meeting. If you would like your comment read into the record during the meeting (as either general public comment or on a specific agenda item), please include this request with your comments and provide your comments (of no more than 250 words) in one of the following ways:
    - Via email to PublicComment@ci.carpinteria.ca.us by **12:00 P.M. on the day of the meeting.** In your email, please specify (1) the meeting date and agenda item (number and title) on which you are providing a comment and (2) that you would like your comment read into the record during the meeting.
    - Via the **eComment** link on the City's agenda website (https://carpinteria.ca.us/city-hall/agendas-meetings) by **12:00 P.M. on the day of the meeting.** Please note that this link does not become active until an agenda is posted. If you would like your comment read into the record during the meeting, please specify this in your comment.

  Every effort will be made to read your comment into the record, but some comments may not be read due to time limitations. Please also note that if you submit a written comment and do not specify that you would like this comment read into the record during the meeting, consistent with the City's practice when it receives written public comments on agenda items, your comment will be forwarded to board members for their consideration.

- Public Comment by Phone. If you wish to make a verbal public comment as a specific item is being heard (as either *general* public comment or on a specific agenda item), please send an email to PublicComment@ci.carpinteria.ca.us by **12:00 P.M. on the day of the meeting** and include the following information in your email: (1) the meeting date and agenda item (number and title) on which you wish to speak, (2) your full name, (3) your call back number and area code. During public comment on the agenda item specified in your email, City staff will make every effort to contact you via your provided telephone number so that you can provide public comment electronically. Please note the City has the discretion to limit the speaker's time for any meeting or agenda matter. Typically, the practice has been 3 minutes per speaker on each item.

- Real-Time Public Comment Through Zoom Webinar. Members of the public attending the public meeting through the City's Zoom Webinar platform (through the link provided by the City) have the option of providing real-time public comments on agenda matters. To make public comments through this platform please use the "raise your hand" feature to notify staff that you would like to make a public comment during designated public comment times. Once it is your turn to provide a public comment, staff will unmute your microphone and you will be given a designated amount of time to provide your comment (typically, the practice has been up to 3 minutes per speaker on each item). At the end of your comment, staff will once again mute your microphone.

The situation with COVID-19 is constantly evolving and the City will provide updates to any changes to this policy as soon as possible. The public is referred to the City's website at **www.carpinteria.ca.us** for the latest COVID-19 policies and information. The City of Carpinteria thanks you in advance for taking all precautions to prevent spreading the COVID-19 virus.

CALL TO ORDER

ROLL CALL

PUBLIC COMMENT ON CLOSED SESSION MATTER

CLOSED SESSION

1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
   Government Code Section 54957(b)(1); Title: City Manager Dave Durflinger

TEMPORARY ADJOURNMENT TO CLOSED SESSION

CALL TO ORDER

ROLL CALL

CLOSED SESSION REPORT

PLEDGE OF ALLEGIANCE

INTRODUCTIONS, PROCLAMATIONS AND PRESENTATIONS

2. Presentation of Resolution No. 6027 Recognizing and Commending Jaime Diamond for Outstanding Voluntary Service to the Carpinteria Community. (Motion to approve resolution followed by presentation).

PUBLIC INFORMATION REPORTS AND ANNOUNCEMENTS

This may include updates on law enforcement activity within the City from a Sheriff's Office representative.

CITY MANAGER'S REPORT

The City Manager will report to the City Council regarding various City and/or community events and/or matters of interest. There will be no City Council discussion except to ask questions or refer matters to staff; and no action will be taken unless listed on a subsequent agenda.

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.

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.

3. Approve the minutes of the regular City Council meeting of November 23, 2020.

4. Receive and file the expenditures for the period beginning January 2, 2021, and ending January 29, 2021.

5. Quarterly Review of Pension Stabilization Trust.

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

ADMINISTRATIVE MATTER:

7. Approval of "Cottage Drive" as the name for the new private street serving the Faith Lutheran/The Cottages Carpinteria development, located at 1335 Vallecito Place, and Acceptance for recordation of Tract Map 25,196, including grants of public utility and emergency vehicle access easement dedications; relinquishment of the right for Lot 2 and Lot 3 to have direct access from Ogan Road and/or Vallecito

Place; grants of private access and drainage easements; and associated documents including Agreement to Provide Inclusionary Housing, project-specific Covenants, Conditions and Restrictions (CC&Rs), Informational Notice document, Declaration of Reservation of Easements, and Declaration of Restrictions for the Faith Lutheran/The Cottages Carpinteria project (16-1849-CUPR/TM/CDP).

Recommendation: Staff recommends the Council approve the proposed private street name, and accept Tract Map 25,196 and associated documents for recordation.

Staff Presenter: Syndi Souter, Associate Planner

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

PUBLIC HEARING:

8. Ordinance No. 745, an Ordinance of the City Council of the City of Carpinteria, California, Amending Section 10.44.010 (Decrease of State Speed Limit Authorized in Certain Zones) of the Carpinteria Municipal Code as Such Relates to Maximum Speed Limits on Certain City Streets.

   Recommendation: Approve Ordinance No. 745, as read by title only (first reading) and continue for adoption to February 22, 2021. (Requires reading of title and a roll call vote)

   Staff Presenter: John Ilasin, Public Works Director

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

OTHER BUSINESS:

9. Comprehensive Annual Financial Report (CAFR) for Fiscal Year Ended June 30, 2020.

   Recommendation: Receive and file the CAFR for the fiscal year ended June 30, 2020.

   Staff Presenter: Licette Maldonado, Administrative Services Director

   a. Staff Report
   b. Public Comment

c. City Council Determination

10. Authorize the City Manager to execute Amendment No. 6 to the Agreement with COM3 Consulting, Inc. for consulting project management services for the Carpinteria Avenue Bridge Replacement Project.

    Recommendation: Authorize the City Manager to execute Amendment No. 6 to the Agreement with COM3 Consulting, Inc. for consulting project management services for the Carpinteria Avenue Bridge Replacement Project in a not-to-exceed amount of $10,500, thereby extending the term and increasing the maximum Agreement amount to $134,700. (Motion requires a roll call vote.)

    Staff Presenter: John Ilasin, Public Works Director

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

11. A Construction Contract with Precision Concrete Cutting for Sidewalk Assessment and Repairs through the Cooperative Purchasing Contract by the California Joint Powers Insurance Authority.

    Recommendation: Authorize entering into the Construction Contract with Precision Concrete Cutting for Sidewalk Assessment and Repairs in the amount of $48,821 through the Cooperative Purchasing Contract by the California Joint Powers Insurance Authority. (Motion requires a roll call vote.)

    Staff Presenter: John Ilasin, Public Works Director

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

12. Contract Dispute Notice Concerning FY 2020-2021 True-Up Costs and FY 2021-2022 Recomputated Services under the Agreement to Provide Law Enforcement Services between the City of Carpinteria and County of Santa Barbara.

    Recommendation: Authorize the City Manager to sign and submit a Notice of Dispute to the County Sheriff's Office.

    Staff Presenter: Dave Durflinger, City Manager

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

13. Request for action by legislators for Financial Relief for Commercial Tenants and Landlords Impacted by the COVID-19 Pandemic.

    Recommendation: Approve the letters for the Mayor's signature to be sent to Representative Salud Carbajal, Senator Monique Limón, and Assembly member Steve Bennett requesting financial relief for commercial tenants and landlords impacted by the COVID-19 pandemic.

    Staff Presenter: Dave Durflinger, City Manager and Mimi Audelo, Program Manager

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

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

COMMITTEE REPORTS, INQUIRIES AND OTHER MATTERS PRESENTED BY COUNCILMEMBERS

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

1. Representatives to Regional Agencies and Committees

    a. Beach Erosion Authority for Clean Oceans and Nourishment (BEACON) (Clark/Alt. Carty)
    b. California Joint Powers Insurance Authority (CJPIA) (Clark/Alt. Carty)
    c. Channel Counties Division, League of California Cities (Nomura/Alt. Lee)
    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 Affordable Housing Task Group (Carty & Alarcon)
    g. Santa Barbara County Elected Leaders Forum to Address Homelessness (Clark/Alt. Alarcon)
    h. Home for Good of Santa Barbara County (Clark/Alt. Alarcon)
    i. South Coast Youth Safety Partnership (Lee & Alarcon)
    J. Central Coast Community Energy (3CE) (Nomura/Alt. Goleta)

2. Joint and Standing Committees

a. City Council/Economic Vitality Committee (Carty & Lee)
b. City Council/Public Safety Committee (Clark & Nomura)
c. City Council/School Board Committee (Lee & Alarcon)
d. City Council/Utilities Committee (Lee & Nomura)
e. City Council/First District Supervisor Committee (Lee & Carty)
f. City Council Finance/Budget Committee (Carty & Clark)
g. Transportation Committee (Lee & Clark)
h. Development Review Committee (Joint Committee membership from City Council, Planning Commission and Architectural Review Board) (CC: Clark & Nomura/Alt. Carty) (PC: Benefield and Callender) (ARB: Reginato and Stein)
i. General Plan and Coastal Plan Update Committee (Joint Committee membership from City Council and Planning Commission) (Clark & Lee) (PC: Allen/Callender)
j. Public Facility Site Acquisition/Development Committee (Carty & Nomura)

3. Ad Hoc Committees

a. Library Committee (Lee & Alarcon/Alt. Carty)
b. District Elections Committee (Alarcon & Clark)
c. COVID-19 Communications Committee (Clark & Nomura)
d. COVID-19 Recovery Committee (Carty & Lee)
e. Racial Equity and Social Justice Program Planning Committee (Nomura & Alarcon)

4. City Representatives on other Committees

a. Community Media Access Center (Gary Dobbins)
b. Santa Barbara Coastal Vector Control District (Tim Buffalo)
c. Santa Barbara Metropolitan Transit District (Chuck McQuary)
d. County Library Advisory Committee (Gaby Edwards)

ATTENDANCE OF COUNCILMEMBERS FOR FUTURE MEETINGS

ADJOURNMENT

The next regular (virtual) meeting of the City Council will be held February 22, 2021 at 5:30 p.m.

In compliance with the Americans with Disabilities Act, if you need assistance to participate in this meeting, please contact the City Clerk's Office at 755-4403 or the California Relay Service at (866) 735-2929. Notification two business days prior to the meeting will enable the City to make reasonable arrangements for accessibility to this meeting.

Materials related to an agenda item submitted to the City Council after distribution of the agenda packet are available for public review at the City Clerk's Office.

This agenda was posted on Wednesday February 3, 2021, in the City Clerk's Office, on the City Hall Public Notices Window, and on the Internet.

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
February 8, 2021

ITEM FOR COUNCIL CONSIDERATION

Adoption of Resolution No. 6027 recognizing and commending Jaime Diamond for outstanding voluntary service to the Carpinteria Community.

STAFF RECOMMENDATION

Action Item __X__; Non-Action Item ___

Recommendation: Adopt Resolution No. 6027, recognizing and commending Jaime Diamond for outstanding voluntary service to the Carpinteria community.

Motion: I move to adopt Resolution No. 6027, recognizing and commending Jaime Diamond for outstanding voluntary service to the Carpinteria community.

BACKGROUND

Annually the City of Carpinteria recognizes the service of an outstanding City volunteer. This year the City is pleased to honor Jaime Diamond in recognition and commendation for the significant impact her volunteer service has had on the City of Carpinteria and for exemplifying the best and highest principles of volunteer service and civic engagement.

DISCUSSION

Having lived in Carpinteria since 2003, Jaime Diamond is a familiar face serving the Carpinteria community. Jaime has been a driving force behind the local food distribution program, working as the food donation coordinator for the Carpinteria Emergency Food Pantry at the Carpinteria Children's Project and co-coordinating the Carpinteria United Boys and Girls Club food distribution for eleven months during the response to the COVID-19 pandemic. Jaime has been a volunteer on several councils with the Carpinteria Unified School District, recently winning a seat on the school board. Jaime also serves on the advisory board for the 93013 Fund, helping to raise and distribute funds to local businesses in the Carpinteria community. When asked what her motivation is, Jamie said, "I have had a sense of community service since I was very

young, starting with youth advocacy groups. My father's legacy was service to and for others. He could never turn his back on someone in need. I hope to leave the same for my children." Always a smile and seemingly never ending energy makes Jaime a great volunteer for the City of Carpinteria.

PRINCIPAL PARTIES EXPECTED AT MEETING

Jaime Diamond

ATTACHMENTS

Resolution No. 6027

Staff contact: Mimi Audelo
(805) 755-4401, mimia@ci.carpinteria.ca.us

Mimi Audelo
Signature

Reviewed by: Dave Durflinger, City Manager
(805) 755-4400, daved@ci.carpinteria.ca.us

Signature

RESOLUTION NO. 6027

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA RECOGNIZING AND COMMENDING JAIME DIAMOND FOR OUTSTANDING VOLUNTEER SERVICE TO THE CARPINTERIA COMMUNITY

WHEREAS, Jaime Diamond is a devoted community member dedicating her time, talents and volunteer efforts throughout Carpinteria; and

WHEREAS, Jaime is a founding member of the Carpinteria Emergency Food Pantry at the Carpinteria Children's Project; and

WHEREAS, Jaime has volunteered with the Carpinteria Children's Project and United Boys and Girls Club food distribution program during the COVID-19 pandemic; and

WHEREAS, Jaime serves on the advisory board of the 93013 Fund helping to raise and distribute funds to local businesses in the Carpinteria community; and

WHEREAS, Jaime has been a volunteer on several councils with the Carpinteria Unified School District, recently winning a seat on the school board; and

WHEREAS, Jaime exemplifies the best and highest principles of volunteer service and civic participation.

NOW, THEREFORE, BE IT RESOLVED as follows:

SECTION 1. The above recitals are true and correct.

SECTION 2. Jaime Diamond is hereby recognized and commended for her many accomplishments and valuable contributions to the City of Carpinteria and other community-based organizations.

SECTION 3. A copy of this Resolution shall be furnished by the City Clerk to Jaime Diamond as a token of the sincere gratitude and appreciation of the City of Carpinteria.

SECTION 4. This Resolution is effective upon its adoption.

PASSED, APPROVED, AND ADOPTED this 8th day of February, 2021, by the following vote;

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBER(S):

ABSENT: 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 the 8th day of February 2021.

_____
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
City Council Regular Meeting Minutes
Monday, November 23, 2020

Virtual Meeting

City Clerk Fidela Garcia noted for the record that this meeting would be conducted pursuant to the provisions of the Governor's Executive Orders N-29-20 and Santa Barbara County Health Officer's Order as it relates to temporarily suspending a physical location from which members of the public can observe and orders to stay at home in response to the spread of the COVID-19 virus, and additionally noted the protocols by which the public would be participating and stated that members of the Council, staff and any presenters would be participating by video conference or telephone.

CALL TO ORDER

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

ROLL CALL

Councilmembers present:

Councilmember Gregg A. Carty
Councilmember Roy Lee
Councilmember Fred Shaw
Vice Mayor Al Clark
Mayor Wade T. Nomura

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
Dave Durflinger, City Manager
Fidela Garcia, City Clerk
Erin Maker, Environmental Program Manager
John Ilasin, Public Works Director
Syndi Souter, Associate Planner
Matts Robert, Parks, Recreation and Facilities Director
Laura Hernandez, Human Resources Manager

PLEDGE OF ALLEGIANCE

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

INTRODUCTIONS, PROCLAMATIONS AND PRESENTATIONS: None.

PUBLIC INFORMATION REPORTS AND ANNOUNCEMENTS: None.

CITY MANAGER'S REPORT

- Covid-19 update and shared the counties dash board and today's numbers.
- Shared Santa Barbara County Workforce Development Board Newsletter providing Unemployment trends and Labor Market Report for October 2020.
- Update provided on two meetings with Santa Barbara Housing authority and private developer on a project concept for apartment units at north end of Bailard Avenue on School District owned property.
- Announced on camara testimony now available at City Hall for Council meetings in addition to other ways such as joining by Zoom, writing in, or providing telephone number to City Clerk to testify by telephone.

PRESENTATIONS BY CITIZENS / PUBLIC COMMENT:

No public speaker was heard.

Emails distributed: Karina Rodriquez, Barry Gordon, Alison Hansen and Leslie Gascoigne.

AGENDA MODIFICATIONS: None

CONSENT CALENDAR:

Motion by Councilmember Shaw, seconded by Vice Mayor Clark to approve the Consent Calendar Items 1 through 3.

1. Approve the minutes of the regular City Council meeting of October 12, 2020 and October 26, 2020.

2. Receive and file the expenditures for the period beginning October 31, 2020 and ending November 13, 2020.

3. Receive and file Report of Contracts Executed by City Manager for the period of October 18, 2020 through November 13, 2020.

Roll call on motion:

AYES: Councilmember Carty, Councilmember Lee, Councilmember Shaw, Vice Mayor Clark, Mayor Nomura
NOES: None
ABSTAIN: None
ABSENT: None

Motion carried unanimously.

ADMINISTRATIVE MATTERS:

4. Consider canceling the regular City Council meeting of December 28, 2020 and closure of City Hall on December 14, 2020 through January 1, 2021.

Recommendation: Authorize the cancelation of the regular City Council meeting of December 28, 2020 and closure of City Hall on December 14, 2020 through January 1, 2021.

Presenter: Dave Durflinger, City Manager and Laura Hernandez, Human Resources Manager

Motion by Councilmember Lee, seconded by Councilmember Shaw to approve authorizing the cancelation of the regular City Council meeting of December 28, 2020 and closure of City Hall on December 14, 2020 through January 1, 2021.

Roll call on motion:

AYES: Councilmember Carty, Councilmember Lee, Councilmember Shaw, Vice Mayor Clark, Mayor Nomura
NOES: None
ABSTAIN: None
ABSENT: None

Motion carried unanimously.

5. Fiscal Year 2019-20 Year-End Capital Improvement Program Budget Rollover of Unused Funds into Fiscal Year 2020-21 Capital Improvement Program Budget and Accounts Reconciliation.

Recommendation: 1. Authorize the rollover of unused funds from Fiscal Year 2019-20 Capital Improvement Program Budget into Fiscal Year 2020-21 Capital Improvement Program Budget; and 2. Approve additional appropriation of funds for Fiscal Year 2020-21 capital improvement projects. (Motion requires a roll call vote.)

Presenter: John Ilasin, Public Works Director

Motion by Councilmember Shaw, seconded by Vice Mayor Clark to: 1. Authorize the rollover of unused funds from Fiscal Year 2019-20 Capital Improvement Program Budget into Fiscal Year 2020-21 Capital Improvement Program Budget; and 2. Approve additional appropriation of funds for Fiscal Year 2020-21 capital improvement projects.

Roll call on motion:

AYES: Councilmember Carty, Councilmember Lee, Councilmember Shaw, Vice Mayor Clark, Mayor Nomura
NOES: None
ABSTAIN: None
ABSENT: None

Motion carried unanimously.

PUBLIC HEARING: None.

OTHER BUSINESS:

6. Request by the Department of Water Resources (DWR) to waive the Coastal Development Permit fees, Plan Check fees, and Inspection fees required by the Community Development and Public Works Departments for the installation of a new stream gage and associated equipment over Carpinteria Creek on the Eighth Street pedestrian bridge.

Recommendation: Grant a waiver of the Coastal Development Permit fees, Plan Check fees, and Inspection fees (valued at approximately $3,000) charged by the Community Development and Public Works Departments for the installation of a new stream gage and associated equipment over Carpinteria Creek on the Eighth Street pedestrian bridge. (Motion requires a roll call vote.)

Presenter: Syndi Souter, Associate Planner and Steve Goggia, Community Development Director. Staff report and PowerPoint presented.

Speaker: Mike Weil, applicant's representative.

Motion by Vice Mayor Clark, seconded by Councilmember Shaw to grant a waiver of the Coastal Development Permit fees, Plan Check fees, and Inspection fees (valued at approximately $3,000) charged by the Community Development and Public Works Departments for the installation of a new stream gage and associated equipment over Carpinteria Creek on the Eighth Street pedestrian bridge.

Roll call on motion:

AYES: Councilmember Carty, Councilmember Lee, Councilmember Shaw, Vice Mayor Clark, Mayor Nomura
NOES: None
ABSTAIN: None
ABSENT: None

Motion carried unanimously.

7. Authorization for the City Manager, on behalf of the City of Carpinteria ("City"), to initiate contract negotiations for consultant services with the National League of Cities' Racial Equity & Leadership group ("NLC REAL") and Just Communities Central Coast ("Just Communities") to assist the City in developing a racial equity and social justice program ("Racial Equity and Social Justice Program").

Recommendation: Authorize the City Manager, on behalf of the City, to initiate contract negotiations for consultant services with NLC REAL and Just Communities to assist the City in developing a Racial Equity and Social Justice Program.

Presenter: Dave Durflinger, City Manager and Jena Acos, on behalf of Brownstein Hyatt Farber Schreck, LLP acting as City Attorney of the City of Carpinteria

Motion by Councilmember Lee, seconded by Councilmember Shaw to authorize the City Manager, on behalf of the City, to initiate contract negotiations for consultant services with NLC REAL and Just Communities to assist the City in developing a Racial Equity and Social Justice Program.

Roll call on motion:

AYES: Councilmember Carty, Councilmember Lee, Councilmember Shaw, Vice Mayor Clark, Mayor Nomura
NOES: None
ABSTAIN: None
ABSENT: None

Motion carried unanimously.

8. Authorization for the City Manager to initiate and conduct negotiations concerning amendment to the Solid Waste Handling Services Franchise Agreement between the City and E.J. Harrison & Sons, Inc.

Recommendation: Authorize the City Manager to initiate and conduct negotiations concerning amendment to the Solid Waste Handling Services Franchise Agreement between the City and E.J. Harrison & Sons, Inc.

Presenter: Erin Maker, Environmental Coordinator and John Ilasin, Public Works Director

Speaker: Danny Harrison, representing E.J. Harrison & Sons Inc.

Motion by Councilmember Carty, seconded by Councilmember Shaw to authorize the City Manager to initiate and conduct negotiations concerning amendment to the Solid Waste Handling Services Franchise Agreement between the City and E.J. Harrison & Sons, Inc.

Roll call on motion:

AYES: Councilmember Carty, Councilmember Lee, Councilmember Shaw, Vice Mayor Clark, Mayor Nomura
NOES: None
ABSTAIN: None
ABSENT: None

Motion carried unanimously.

9. Amendment No. 1 to Agreement with West Coast Arborists, Inc. for a One-Year Term Extension and Related Costs to Provide Tree Maintenance Services.

Recommendation: Authorize the City Manager to execute Amendment No. 1 to the Agreement with West Coast Arborists, Inc. for a one-year term extension to provide tree maintenance services in an amount not-to-exceed $139,553 for a total amended agreement amount of $503,602. (Motion requires a roll call vote.)

Presenter: John Ilasin, Public Works Director

Motion by Councilmember Shaw, seconded by Vice Mayor Clark to execute Amendment No. 1 to the Agreement with West Coast Arborists, Inc. for a one-year term extension to provide tree maintenance services in an amount not-to-exceed $139,553 for a total amended agreement amount of $503,602.

Roll call on motion:

AYES: Councilmember Carty, Councilmember Lee, Councilmember Shaw, Vice Mayor Clark, Mayor Nomura
NOES: None
ABSTAIN: None
ABSENT: None

Motion carried unanimously.

LEGISLATIVE UPDATE: None.

Sheriff's Lt. Butch Arnoldi provided a crime report update.

COMMITTEE REPORTS, INQUIRIES AND OTHER MATTERS PRESENTED BY COUNCILMEMBERS:

Councilmember Shaw reported out on a recent BEACON meeting attended.

Vice Mayor Clark reported out on a recent SBCAG meeting attended.

ATTENDANCE OF COUNCILMEMBERS FOR FUTURE MEETINGS

All Councilmembers are expected to be in attendance at the next City Council Meeting on November 30, 2020.

ADJOURNMENT

The meeting was adjourned at 7:19 p.m. by Mayor Nomura.

_____
Wade T. Nomura, Mayor

ATTEST:

_____
Fidela Garcia, City Clerk

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
February 8, 2021

ITEM FOR COUNCIL CONSIDERATION

Expenditures for the period beginning January 2, 2021 and ending January 29, 2021.

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 January 2, 2021 and ending January 29, 2021.

Staff contact: Ashley Chaparro, Sr. Financial Analyst
(805) 880-3406, AshleyC@ci.carpinteria.ca.us

Signature

Staff contact: Licette Maldonado, Admin Services Dir.
(805) 755-4448, LicetteM@ci.carpinteria.ca.us

Signature

Reviewed by: Dave Durflinger, City Manager
(805) 755-4400, DaveD@ci.carpinteria.ca.us

Signature

Warrant Register

City of Carpinteria

Date Range: 01/02/2021 - 01/29/2021

Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
	AARON SYVERTSON		01/07/2021	EFT	65.00	527
INV0001883	Invoice	01/01/2021	MONTHLY CELL PHONE ALLOWANCE			
	ALONZO, RON		01/07/2021	EFT	65.00	528
INV0001863	Invoice	01/01/2021	MONTHLY CELL PHONE ALLOWANCE			
	ASHLEY CHAPARRO		01/07/2021	EFT	65.00	529
INV0001862	Invoice	01/01/2021	MONTHLY CELL PHONE ALLOWANCE			
	AUDELO, MIRIAM		01/07/2021	EFT	65.00	530
INV0001864	Invoice	01/01/2021	MONTHLY CELL PHONE ALLOWANCE			
	BARRETT, BRIAN		01/07/2021	EFT	65.00	531
INV0001865	Invoice	01/01/2021	MONTHLY CELL PHONE ALLOWANCE			
	CHEPLEY, DAN		01/07/2021	EFT	65.00	532
INV0001866	Invoice	01/01/2021	MONTHLY CELL PHONE ALLOWANCE			
	COLSON, MARY ANN		01/07/2021	EFT	579.56	533
INV0001877	Invoice	01/01/2021	MEDICAL REIMBURSEMENT			
	DIAZ, JAYNE		01/07/2021	EFT	579.56	534
INV0001878	Invoice	01/01/2021	MEDICAL REIMBURSEMENT			
	DRIGGERS, LARRY		01/07/2021	EFT	579.56	535
INV0001879	Invoice	01/01/2021	MEDICAL REIMBURSEMENT			
	DURFLINGER, DAVID		01/07/2021	EFT	65.00	536
INV0001867	Invoice	01/01/2021	MONTHLY CELL PHONE ALLOWANCE			
	ERIN MAKER		01/07/2021	EFT	65.00	537
INV0001873	Invoice	01/01/2021	MONTHLY CELL PHONE ALLOWANCE			
	GARCIA, FIDELA		01/07/2021	EFT	65.00	538
INV0001868	Invoice	01/01/2021	MONTHLY CELL PHONE ALLOWANCE			
	HERNANDEZ, DAVID		01/07/2021	EFT	65.00	539
INV0001869	Invoice	01/01/2021	MONTHLY CELL PHONE ALLOWANCE			
	JOHN ILASIN		01/07/2021	EFT	65.00	540
INV0001872	Invoice	01/01/2021	MONTHLY CELL PHONE ALLOWANCE			
	LAURA HERNANDEZ		01/07/2021	EFT	65.00	541
INV0001870	Invoice	01/01/2021	MONTHLY CELL PHONE ALLOWANCE			
	LEMERE, PATRICIA		01/07/2021	EFT	579.56	542
INV0001880	Invoice	01/01/2021	MEDICAL REIMBURSEMENT			
	LICETTE MALDONADO		01/07/2021	EFT	65.00	543
INV0001874	Invoice	01/01/2021	MONTHLY CELL PHONE ALLOWANCE			
	MENENDEZ, HENRY		01/07/2021	EFT	65.00	544
INV0001875	Invoice	01/01/2021	MONTHLY CELL PHONE ALLOWANCE			
	NICHOLAS BOBROFF		01/07/2021	EFT	65.00	545
INV0001881	Invoice	01/01/2021	MONTHLY CELL PHONE ALLOWANCE			
	RITA BRIGHT		01/07/2021	EFT	65.00	546

Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Payment Amount	Number
INV0001885	Invoice	01/01/2021	MONTHLY CELL PHONE ALLOWANCE			
	ROBERT HOWARD		01/07/2021	EFT	65.00	547
INV0001871	Invoice	01/01/2021	MONTHLY CELL PHONE ALLOWANCE			
	STEVEN GOGGIA		01/07/2021	EFT	65.00	548
INV0001882	Invoice	01/01/2021	MONTHLY CELL PHONE ALLOWANCE			
	TIFFANY SMITH		01/07/2021	EFT	65.00	549
INV0001886	Invoice	01/01/2021	MONTHLY CELL PHONE ALLOWANCE			
	ROBERTS, MATTHEW		01/05/2021	Regular	65.00	98750
INV0001876	Invoice	01/01/2021	MONTHLY CELL PHONE ALLOWANCE			
	MISSION UNIFORM SERVICE		01/07/2021	Regular	362.92	98751
513653470	Invoice	01/07/2021	MAINTENANCE CREW NEW RENTAL UNIFORMS-11/16/20			
513698339	Invoice	01/07/2021	MAINTENANCE CREW NEW RENTAL UNIFORMS-11/23/20			
513735617	Invoice	01/07/2021	MAINTENANCE CREW NEW RENTAL UNIFORMS-11/30/20			
513784616	Invoice	01/07/2021	MAINTENANCE CREW NEW RENTAL UNIFORMS-12/7/20			
	ALL LANGUAGES INTERPRETING & TRANSLATI		01/07/2021	Regular	1,050.00	98752
27046	Invoice	01/07/2021	2 SPANISH INTERPRETERS FOR COUNCIL MEETING 11/23			
27069	Invoice	01/07/2021	SPANISH INTERPRETER FOR COUNCIL MEETING 11/9/20			
	CA DEPT OF JUSTICE		01/07/2021	Regular	64.00	98753
483208	Invoice	01/07/2021	NOVEMBER 2020 FINGERPRINT APPS			
	CALIFORNIA ASSOCIATION OF CODE ENFORCE		01/07/2021	Regular	95.00	98754
300013278	Invoice	01/07/2021	2021 CODE ENFORCEMENT DUES FOR R.A			
	CALIFORNIA ASSOCIATION OF CODE ENFORCE		01/07/2021	Regular	190.00	98755
300012921	Invoice	01/07/2021	2021 CODE ENFORCEMENT DUES FOR D.H.			
300013858	Invoice	01/07/2021	2021 CODE ENFORCEMENT DUES FOR H.M			
	CALIFORNIA ELECTRIC SUPPLY		01/07/2021	Regular	334.03	98756
7700-712700	Invoice	01/07/2021	CONDUIT FOR HOLIDAY LIGHTS AT LINDEN AVE			
	CALIFORNIA MUNICIPAL STATISTICS INC		01/07/2021	Regular	500.00	98757
20121110	Invoice	01/07/2021	CAFR DIRECT & OVERLAPPING DEBT STATEMENT FY19-20			
	CANNON		01/07/2021	Regular	673.50	98758
74748	Invoice	01/07/2021	NOV20 PLAN CHECKS FOR FAITH LUTHERAN PROJECT			
	CARPINTERIA VALLEY WATER DISTRICT		01/07/2021	Regular	19,033.35	98759
INV00099	Invoice	01/07/2021	LEAK REPAIRS ON NIPOMO STREET			
	COASTAL VIEW NEWS		01/07/2021	Regular	2,996.40	98760
56491	Invoice	01/07/2021	SURFLINER INN MEETING NOTICE AD 11/19, 11/26			
56521	Invoice	01/07/2021	SURFLINER COMMENT ADVERTSING 11/26/20			
56522	Invoice	01/07/2021	SHOP LOCAL PROMO AD 11/26, 12/3, 12/10, 12/17			
56523	Invoice	01/07/2021	BIANNUAL NOTICE OF APPOINTMENTS AD 11/26, 12/17			
	COX BUSINESS		01/07/2021	Regular	316.64	98761
JAN21 001 3011 02	Invoice	01/07/2021	JAN21 POOL & GARDEN INTERNET & PHONE			
	EASY LIFT TRANSPORTATION		01/07/2021	Regular	1,000.00	98762
7050	Invoice	01/07/2021	DEC 2020 TRANSPORTATION SERVICES			
	ECOLA SERVICES-VENTURA		01/07/2021	Regular	2,950.00	98763
200087511	Invoice	01/07/2021	TERMITE-PRECISION INJECTION 12/20/20			
	ELITE GENERAL ENGINEERING		01/07/2021	Regular	6,844.24	98764
200106	Invoice	01/07/2021	SET UP TRAFFIC & PEDESTRIAN SAFETY OFF HOLLY AV			
	EVERYWHERE RIGHT NOW		01/07/2021	Regular	720.00	98765

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2705	Invoice	01/07/2021	NOV20 WEBSITE DEVELOPMENT FOR CITY WEBSITE			
	GEOSYNTEC CONSULTANTS		01/07/2021	Regular	24,299.60	98766
420158	Invoice	01/07/2021	CARP VIA REAL DESIGN SERVICES THROUGH 12/6/2020			
	HOLLIDAY ROCK CO, INC		01/07/2021	Regular	407.61	98767
1219455	Invoice	01/07/2021	CONCRETE FOR SIDEWALK REPAIR			
	LAWSON PRODUCTS INC		01/07/2021	Regular	167.90	98768
9308049174	Invoice	01/07/2021	NYLON CABLE TIES FOR PW SHOP			
	MCCORMIX CORP		01/07/2021	Regular	187.54	98769
975626	Invoice	01/07/2021	FUEL FOR CITY VEHICLES			
	MISSION UNIFORM SERVICE		01/07/2021	Regular	38.60	98770
513698340	Invoice	01/07/2021	MAT & TOWEL REPLACEMENT AT CITY HALL-11/23/20			
	MNS ENGINEERS INC		01/07/2021	Regular	5,463.75	98771
76691	Invoice	01/07/2021	PLAN/MAP CHECKING FOR 5139 8TH ST			
76692	Invoice	01/07/2021	PLAN/MAP CHECKING FOR 1849 VALLECITO			
76825	Invoice	01/07/2021	PROJECT OVERSIGHT SERVICES FOR HGHWY 101 PHASE 4A			
	MOFFATT & NICHOL		01/07/2021	Regular	14,129.68	98772
00757125	Invoice	01/07/2021	NOV20 PROJECT MANAGEMENT FOR DUNE & SHORELINE			
	MRS ENVIRONMENTAL, INC		01/07/2021	Regular	2,500.00	98773
600-2020-09	Invoice	01/07/2021	OIL & GAS ON CALL ENVIRONMENTAL SERVICES OCT-NOV20			
	MUNICIPAL CODE CORPORATION		01/07/2021	Regular	650.00	98774
00352299	Invoice	01/07/2021	ONLINE CODE HOSTING 12/1/2020 TO 11/30/2021			
	NATIONAL BAND & TAG COMPANY		01/07/2021	Regular	277.10	98775
96384	Invoice	01/07/2021	LARGE DOG PAW PRINT TAGS			
	PACIFIC SWEEP		01/07/2021	Regular	4,744.31	98776
13396	Invoice	01/07/2021	NOVEMBER 2020 CONTRACTED STREET SWEEPING			
	PRICE, POSTEL & PARMA LLP		01/07/2021	Regular	88.00	98777
174590	Invoice	01/07/2021	LEGAL SERVICES FOR CARP AVENUE BRIDGE PROJECT			
	QUADIENT FINANCE USA INC		01/07/2021	Regular	500.00	98778
7900 0110 3770 54	Invoice	01/07/2021	POSTAGE FOR CITY HALL-11/20			
	SANSUM CLINIC		01/07/2021	Regular	889.00	98779
44484	Invoice	01/07/2021	PRE-PLACEMENT HEALTH SCREENING FOR R.B			
44571	Invoice	01/07/2021	PRE-PLACEMENT HEALTH SCREENING FOR J.A			
45221	Invoice	01/07/2021	PRE-PLACEMENT HEALTH SCREENING FOR V.E			
	SESAC		01/07/2021	Regular	23.00	98780
INV0001888	Invoice	01/07/2021	MUSIC PERFORMANCE LICENSE THROUGH 12/31/2021			
	SO CA EDISON		01/07/2021	Regular	5,272.21	98781
DEC20 2-00-378-2(	Invoice	01/07/2021	ELECTRICITY-MULTIPLE LOCATIONS			
DEC20 2-14-791-5{	Invoice	01/07/2021	ELECTRICITY-101 ASH AVE			
DEC20 2-17-070-7	Invoice	01/07/2021	ELECTRICITY-1 CARPINTERIA TC1			
DEC20 2-19-146-8	Invoice	01/07/2021	ELECTRICITY-4950 9TH ST BT HM			
DEC20 2-22-684-6	Invoice	01/07/2021	ELECTRICITY-100 LINDEN			
DEC20 2-26-504-7	Invoice	01/07/2021	ELECTRICITY-CAPP AV/CSTS PAS 609			
DEC20 2-30-652-4	Invoice	01/07/2021	ELECTRICITY-5103 CARPINTERIA AVE			
DEC20 2-42-793-7	Invoice	01/07/2021	ELECTRICITY-1115 LINDEN B PED			
DEC20 2-42-988-3	Invoice	01/07/2021	ELECTRICITY-4683 9TH STREET			
DEC20 2-43-100-4	Invoice	01/07/2021	ELECTRICITY-901 CACTUS LN LGHT			
	STAPLES ADVANTAGE		01/07/2021	Regular	1,147.78	98782
3463678253	Invoice	01/07/2021	NOTEPADS, PENS, PAPER CLIPS, TONER			

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3463678254	Invoice	01/07/2021	FACE MASKS FOR PW & COFFEE SUPPLIES FOR CITY HALL			
3464093381	Invoice	01/07/2021	COIN SIZED ENVELOPES, 8.5X11 PAPER			
3464162880	Invoice	01/07/2021	DESK AND WALL CALENDARS FOR CITY EMPLOYEES			
3464162881	Invoice	01/07/2021	DESK & WALL CALENDARS FOR CITY EMPLOYEES			
3464162882	Invoice	01/07/2021	2021 DAILY NOTEBOOK			
3464231142	Credit Memo	01/07/2021	CREDIT FOR RETURN OF COIN SIZED ENVELOPES			
3464231143	Invoice	01/07/2021	DUST-OFF AIR CAN CLEANER FOR POOL			
3464359694	Invoice	01/07/2021	BATH TISSUE FOR PUBLIC RESTROOMS & FACEMASKS			
	TWO TRUMPETS COMMUNICATIONS		01/07/2021	Regular	5,700.00	98783
1143	Invoice	01/07/2021	NOV20 COMMUNICATIONS SERVICES			
	VAN ATTA ASSOCIATES INC		01/07/2021	Regular	230.00	98784
6688	Invoice	01/07/2021	SENDING LANDSCAPE DESIGNS TO PLANNING PROJ. OWNER			
	WAGNER UTILITY PLANNING SERVICES		01/07/2021	Regular	3,975.00	98785
1062	Invoice	01/07/2021	PLANNING SERVICES FOR CACTUS LANE			
	WEX BANK (CHEVRON)		01/07/2021	Regular	539.53	98786
69194461	Invoice	01/07/2021	DEC20 FUEL FOR CITY VEHICLES			
	WOOD ENVIRONMENT & INFRASTRUCTURE S		01/07/2021	Regular	2,917.94	98787
S49834149	Invoice	01/07/2021	LOCAL HAZARD MITIGATION PLAN THROUGH 10/02/2020			
S49834270	Invoice	01/07/2021	DUNE & SHORELINE PROJECT SERVICES THROUGH 11/27/20			
	ALL LANGUAGES INTERPRETING & TRANSLATI		01/14/2021	Regular	1,800.00	98788
27064	Invoice	01/14/2021	2 SPANISH INTERPRETERS FOR COUNCIL MEETING 11/30			
27092	Invoice	01/14/2021	2 SPANISH INTERPRETERS FOR COUNCIL MEETING 12/14			
	ANA PELCASTRE		01/14/2021	Regular	76.00	98789
INV0001931	Invoice	01/14/2021	REFUND-OVERPAYMENT OF BUSINESS LICENSE			
	ANIMAL MEDICAL CLINIC		01/14/2021	Regular	1,675.00	98790
277481	Invoice	01/14/2021	NOV20 DOG LICENSING ISSUANCE			
	BAY ALARM		01/14/2021	Regular	186.75	98791
544852201215M	Invoice	01/14/2021	POOL ALARM MONITORING SERVICE 01/01/21-04/01/21			
	COX BUSINESS		01/14/2021	Regular	420.43	98792
JAN21 001 3011 02	Invoice	01/14/2021	JAN21 CITY HALL TV & INTERNET SERVICE			
JAN21 001 3011 02	Invoice	01/14/2021	JAN21-VETS HALL INTERNET SERVICE			
	DATA TICKET INC		01/14/2021	Regular	200.00	98793
119449	Invoice	01/14/2021	NOVEMBER 2020-ONLINE ACCESS TO CITATION PROCESSING			
	DEWBERRY ENGINEERS INC.		01/14/2021	Regular	6,279.31	98794
1916149	Invoice	01/14/2021	SEP-DEC20 PROJECT SERVICES FOR CARP AVE BRIDGE PRJ			
	DUDEK		01/14/2021	Regular	27,465.00	98795
202008481	Invoice	01/14/2021	OCT20 ENVIRONMENTAL SERVICES FOR RINCON MULTI-USE			
202009199	Invoice	01/14/2021	NOV20 ENVIRONMENTAL SERVICES FOR RINCON MULTIUSE			
202009781	Invoice	01/14/2021	DEC20 ENVIRONMENTAL SERVICES FOR RINCON MULTI-USE			
	ECOLA SERVICES-VENTURA		01/14/2021	Regular	2,700.00	98796
200087538	Invoice	01/14/2021	TERMITE PRECISION INJECTIONS AT POOL 12/10/20			
	ELITE GENERAL ENGINEERING		01/14/2021	Regular	7,200.00	98797
21101	Invoice	01/14/2021	SIDEWALK REPAIRS NEAR 5641 CALLE PACIFIC ST			
	ENCOMPASS CONSULTANT GROUP, INC		01/14/2021	Regular	16,390.00	98798
02597	Invoice	01/14/2021	DEC20 ENGINEERING SERV. FOR 2021 CARP PAVE REHAB			
	FIRST NATIONAL BANK OF OMAHA		01/14/2021	Regular	4,119.49	98799
DEC20 0503	Invoice	01/14/2021	CREDIT CARD PAYMENT-MR			
DEC20 1644	Invoice	01/14/2021	CREDIT CARD PAYMENT-FG			

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DEC20 3696	Invoice	01/14/2021	CREDIT CARD PAYMENT-LM			
DEC20 3727	Invoice	01/14/2021	CREDIT CARD PAYMENT-MA			
DEC20 6160	Invoice	01/14/2021	CREDIT CARD PAYMENT-JI			
DEC20 7578	Invoice	01/14/2021	CREDIT CARD PAYMENT-LH			
	FRONTIER COMMUNICATIONS		01/14/2021	Regular	346.27	98800
JAN21 209-188-25(	Invoice	01/14/2021	PHONE & INTERNET SERVICES FOR LIFEGUARD & BOATHOUSE			
	HOUSE SANITARY SUPPLY		01/14/2021	Regular	350.59	98801
245676	Invoice	01/14/2021	BATH TISSUE & HAND SOAP FOR PUBLIC RESTROOMS			
	LIEBERT CASSIDY WHITMORE		01/14/2021	Regular	1,292.00	98802
1510289	Invoice	01/14/2021	PROFESSIONAL LEGAL SERVICES THROUGH 11/30/20			
	MARK MCINTIRE		01/14/2021	Regular	477.13	98803
INV0001928	Invoice	01/14/2021	CANDIDATE STATEMENT-REFUND OF UNUSED PORTION			
	MOFFATT & NICHOL		01/14/2021	Regular	3,384.95	98804
00757458	Invoice	01/14/2021	DEC20 DUNE & SHORELINE MANAGEMENT PROJECT SERVICES			
	NATALIA ALARCON		01/14/2021	Regular	477.13	98805
INV0001929	Invoice	01/14/2021	CANDIDATE STATEMENT-REFUND OF UNUSED PORTION			
	NOMURA, WADE		01/14/2021	Regular	477.13	98806
INV0001927	Invoice	01/14/2021	CANDIDATE STATEMENT-REFUND OF UNUSED PORTION			
	PACIFIC PLUMBING SPECIALITIES		01/14/2021	Regular	408.24	98807
7331-0	Invoice	01/14/2021	STOCK RESTROOM PLUMBING SUPPLIES FOR PUBLIC RESTRM			
	RISDON'S 76 SERVICE		01/14/2021	Regular	15.00	98808
7384	Invoice	01/14/2021	CAR WASH FOR CODE COMPLIANCE VEHICLE-HM 12/4/20			
	ROY HARTHORN		01/14/2021	Regular	3,962.60	98809
1447	Invoice	01/14/2021	DEC20 PLAN CHECK SERVICES			
	SANTA BARBARA PEST CONTROL		01/14/2021	Regular	120.00	98810
127102	Invoice	01/14/2021	DEC20 PEST CONTROL AT CITY HALL			
127103	Invoice	01/14/2021	DEC20 PEST CONTROL AT VETS HALL			
	SATICOY DEVELOPMENT LLC		01/14/2021	Regular	1,588.12	98811
INV0001930	Invoice	01/14/2021	REFUND DEPOSIT/PROJECT BALANCE			
	SO CA EDISON		01/14/2021	Regular	19,926.33	98812
7590316670	Invoice	01/14/2021	NEW LINE INSTALLATION FOR CACTUS LN X CARP AVE			
	SO CA EDISON		01/14/2021	Regular	8,634.84	98813
DEC20 2-01-201-6(	Invoice	01/14/2021	ELECTRICITY-MULTIPLE LOCATIONS			
DEC20 2-32-832-7!	Invoice	01/14/2021	ELECTRICITY-941 WALNUT AVE & 4851 5TH ST			
DEC20 2-43-027-7(	Invoice	01/14/2021	ELECTRICITY-901 CACTUS LN EV EV			
DEC2020 2-42-988	Invoice	01/14/2021	ELECTRICITY-4683 9TH STREET			
	SO CA EDISON		01/14/2021	Regular	2,230.04	98814
7590319844	Invoice	01/14/2021	POLE REMOVAL AT CACTUS LN X CARPINTERIA AVE			
	SO CAL GAS		01/14/2021	Regular	4,663.63	98815
DEC20 006 514 27(	Invoice	01/14/2021	NATURAL GAS-5305 CARPINTERIA AVE APT B (POOL)			
DEC20 014 914 32!	Invoice	01/14/2021	NATURAL GAS-5103 CARPINTERIA AVE (FRIENDS OF LIBR)			
DEC20 016 913 95(	Invoice	01/14/2021	NATURAL GAS-5775 CARPINTERIA AVENUE (CITY HALL)			
DEC20 140 914 30(	Invoice	01/14/2021	NATURAL GAS-941 WALNUT AVE (VETS HALL)			
	STANTEC CONSULTING SERVICES INC		01/14/2021	Regular	15,220.65	98816
1711864	Invoice	01/14/2021	SEP20 CONSULTING SERVICES FOR LINDEN AVE IMPRVMNTS			
	STAPLES ADVANTAGE		01/14/2021	Regular	14.70	98817
3464626090	Invoice	01/14/2021	WALL CALENDAR			
3464626091	Credit Memo	01/14/2021	REFUND FOR RETURN OF DESK CALENDAR			

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3464626092	Invoice	01/14/2021	DESK CALENDAR			
	THE FLAG FACTORY		01/14/2021	Regular	119.90	98818
29213	Invoice	01/14/2021	TWO CORROPLAST SIGNS FOR HR			
	THE STORAGE PLACE		01/14/2021	Regular	370.00	98819
49541	Invoice	01/14/2021	UNIT 0905 RENT 01/23/21-02/22/21			
	THE WHARF		01/14/2021	Regular	211.62	98820
91460	Invoice	01/14/2021	BOOTS & SAFETY EQUIPMENT FOR A.V			
	TIED TOGETHER FOREVER		01/14/2021	Regular	52.50	98821
INV0001932	Invoice	01/14/2021	REFUND-OVERPAYMENT OF BUSINESS LICENSE			
	VENCO WESTERN INC		01/14/2021	Regular	5,589.42	98822
0154727-IN	Invoice	01/14/2021	DECEMBER 2020 MONTHLY LANDSCAPE MAINTENANCE			
2502125-IN	Invoice	01/14/2021	NOVEMBER 2020 IRRIGATION REPAIRS AT EL CARRO PARK			
	WESTERN EXTERMINATOR COMPANY		01/14/2021	Regular	60.00	98823
6768214	Invoice	01/14/2021	NOVEMBER 2020 PEST CONTROL AT VETS HALL			
	WEX BANK (76)		01/14/2021	Regular	301.75	98824
69340090	Invoice	01/14/2021	FUEL FOR CITY VEHICLES			
	ADELE GOGGIA		01/14/2021	Regular	1,200.00	98825
INV0001911	Invoice	01/14/2021	PAYPERIOD #1 CALENDAR YEAR 2021			
	SEIU LOCAL 620		01/14/2021	Regular	226.80	98826
INV0001920	Invoice	01/14/2021	Employee Union Dues Contribution			
	UNITED WAY OF SANTA BARBARA COUNTY		01/14/2021	Regular	24.00	98827
INV0001922	Invoice	01/14/2021	Employee United Way Contribution			
	VANTAGEPOINT TRANSFER AGENTS - 457		01/14/2021	Regular	3,417.31	98828
INV0001912	Invoice	01/14/2021	ICMA Employee Contributions			
INV0001913	Invoice	01/14/2021	ICMA Employee Contributions			
	ADVANTAGE TELECOM		01/21/2021	Regular	73.43	98829
121593	Invoice	01/21/2021	JAN21 EMERGENCY PHONE LINE SERVICES			
	ALICE WISSING		01/21/2021	Regular	160.00	98830
12/18/20	Invoice	01/21/2021	MINUTES FOR PLANNING COMMISSION MEETING 12/07/20			
	AQUASOURCE		01/21/2021	Regular	4,426.27	98831
400449	Invoice	01/21/2021	BLUE TABLETS FOR COMMUNITY POOL			
	BENGAL ENGINEERING		01/21/2021	Regular	27,186.75	98832
4364	Invoice	01/21/2021	DESIGN SERVICES FOR RINCON TRAIL THROUGH 11/30/20			
	BIG GREEN CLEANING COMPANY		01/21/2021	Regular	9,451.00	98833
565299	Invoice	01/21/2021	NOV20 CONTRACTED CLEANING SERVICE-PUBLIC RESTROOMS			
567084	Invoice	01/21/2021	DEC20 CONTRACTED CLEANING SERVICE-PUBLIC RESTROOMS			
568397	Invoice	01/21/2021	HOMELESS ENCAMPMENT & SEAL FOUNTAIN CLEAN UP			
	BMI MUSIC PERFORMANCE AGREEMENT		01/21/2021	Regular	364.00	98834
38836767	Invoice	01/21/2021	MUSIC PERFORMANCE AGREEMENT FEES 07/01/20-06/30/21			
	BOBS BACKHOE & TRUCKING		01/21/2021	Regular	9,550.00	98835
15506	Invoice	01/21/2021	ASSIST IN CONSTRUCTION FOR SAND BERM ON BEACH			
	CANNON		01/21/2021	Regular	2,514.00	98836
74939	Invoice	01/21/2021	DEC20 PLAN CHECKS FOR FAITH LUTHERAN CHURCH			
	CARPINTERIA VALLEY LUMBER CO		01/21/2021	Regular	443.85	98837
433523	Invoice	01/21/2021	ELECTRICAL SUPPLIES FOR CORKTREE WELL ELECTRICAL			
433883	Invoice	01/21/2021	COTTON CORD, OPEN EYE RIG FOR SIGNS			

Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Payment Amount	Number
434079	Invoice	01/21/2021	MISC HARDWARE FOR PUBLIC WORKS			
434091	Invoice	01/21/2021	MISC. HARDWARE FOR STREET SIGNS			
434102	Invoice	01/21/2021	MISC HARDWARE, 3/8" HAMMER BITS-SHOP SUPPLIES			
434130	Invoice	01/21/2021	THREADED NOZZLES,ELECTRICAL TAPE FOR SEAL FOUNTAIN			
434142	Invoice	01/21/2021	CAUTION TAPE FOR PARK PLAYGROUNDS			
434250	Invoice	01/21/2021	PAINT FOR EL CARRO PARK			
434357	Invoice	01/21/2021	GARDEN NETTING, SPRINKLER SPOT CIRCLE, HARDWARE			
434549	Invoice	01/21/2021	VELCRO FOR COVID-19 SIGNS			
434671	Invoice	01/21/2021	OUTLET FOR CHRISTMAS LIGHTS			
434888	Invoice	01/21/2021	LAMPHOLD, LAMPLIGHT, BLUE TAPE			
435693	Invoice	01/21/2021	BIRD X-SUPPLIES FOR GARDEN			
	CARPINTERIA VALLEY WATER DISTRICT		01/21/2021	Regular	15,684.88	98838
CARP CITY-12/28/2	Invoice	01/21/2021	DEC20 WATER SERVICES 11/28/20-12/28/20			
DEC20 1554876	Invoice	01/21/2021	WATER SERVICE AT TEMPORARY METER			
	CARPINTERIA VETERINARY HOSPITAL INC		01/21/2021	Regular	20.00	98839
347907	Invoice	01/21/2021	DOG LICENSE ISSUANCE FEE-10/15/20			
	COASTAL VIEW NEWS		01/21/2021	Regular	80.00	98840
56595	Invoice	01/21/2021	CA COASTAL COMMISSION PUBLIC HEARING AD-12/24/20			
	DFM ASSOCIATES		01/21/2021	Regular	59.26	98841
INV0001933	Invoice	01/21/2021	2021 CALIFORNIA ELECTION CODES BOOKS			
	EVERYWHERE RIGHT NOW		01/21/2021	Regular	528.00	98842
2734	Invoice	01/21/2021	DEC20 WEBSITE DEVELOPMENT FOR CITY WEBSITE			
	FRONTIER COMMUNICATIONS		01/21/2021	Regular	144.50	98843
JAN21 805-684-76	Invoice	01/21/2021	PHONE SERVICES FOR BOATHOUSE			
	HILLYARD		01/21/2021	Regular	86.23	98844
604120062	Invoice	01/21/2021	SOAP			
	IMPULSE ADVANCE COMMUNICATIONS		01/21/2021	Regular	1,643.27	98845
55247	Invoice	01/21/2021	FEBRUARY 2021 PHONE SERVICE			
	INTERWEST CONSULTING GROUP		01/21/2021	Regular	2,880.00	98846
65054	Invoice	01/21/2021	NOV20 TRAFFIC AUGMENTATION SERVICES			
	LAWSON PRODUCTS INC		01/21/2021	Regular	127.17	98847
9307968009	Invoice	01/21/2021	DRILL BITS & SOCKET			
	MARBORG INDUSTRIES		01/21/2021	Regular	317.03	98848
5075261	Invoice	01/21/2021	NOV20 HAND SANITIZER STN. RENTAL & CANCEL SERVICE			
	MISSION UNIFORM SERVICE		01/21/2021	Regular	77.20	98849
513563184	Invoice	01/21/2021	MAT & TOWEL REPLACMENT AT CITY HALL-11/2/20			
513653471	Invoice	01/21/2021	MAT & TOWEL REPLACMENT AT CITY HALL-11/16/20			
	MNS ENGINEERS INC		01/21/2021	Regular	1,600.00	98850
76814	Invoice	01/21/2021	NOV20 INSPECTION SERVICES FOR GREEN HERON SPRING			
76815	Invoice	01/21/2021	NOV20 PROJECT SERVICES FOR GREEN HERON PROJECT			
	NACA-NATIONAL ANIMAL CARE & CONTROL A		01/21/2021	Regular	150.00	98851
4587	Invoice	01/21/2021	2021 MEMBERSHIP AGENCY RENEWAL			
	PROJECT SUPPORT SERVICES INC.		01/21/2021	Regular	312.50	98852
03092637	Invoice	01/21/2021	OCT20 PROJECT SERVICES FOR POOL MULTIPURPOSE ROOM			
	QUADIENT FINANCE USA INC		01/21/2021	Regular	547.67	98853
7900 0110 3770 54	Invoice	01/21/2021	POSTAGE FOR CITY HALL-1/8/21			
	REAL GREEN LANDSCAPE		01/21/2021	Regular	288.00	98854
2686	Invoice	01/21/2021	NOV20 GOPHER TRAPPING-VIOLA FIELDS			

Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Payment Amount	Number
	SANSUM CLINIC		01/21/2021	Regular	50.00	98855
45275	Invoice	01/21/2021	FEE FOR M.H PHYSICAL-12/2/20			
	SITEONE LANDSCAPE SUPPLY (ALL AROUND)		01/21/2021	Regular	269.61	98856
105327364-001	Invoice	01/21/2021	THREADED BALL VALVE, TEFLON TAPE, PVC CAPS			
105328240-001	Invoice	01/21/2021	GALVANZIED NIPPLE FOR VALVE REPAIR AT EL CARRO			
105382284-001	Invoice	01/21/2021	MARKING FLAGS, NOZZLES FOR PARK IRRIGATION			
	SMART & FINAL *		01/21/2021	Regular	23.38	98857
6603100037104	Invoice	01/21/2021	WATER AND GATORADE FOR RESALE AT POOL			
	SO CA EDISON		01/21/2021	Regular	12.66	98858
2-42-988-3218	Invoice	01/21/2021	ELECTRICITY-4683 9TH STREET			
	STAPLES ADVANTAGE		01/21/2021	Regular	74.08	98859
3465485089	Invoice	01/21/2021	BINDER CLIPS, 8.5X11 PAPER, WEEKLY CALENDAR			
	SWRCB		01/21/2021	Regular	1,736.00	98860
WD-0184359	Invoice	01/21/2021	STATE WATER RESOURCES BOARD ANNUAL PERMIT FEE			
	THE FLAG FACTORY		01/21/2021	Regular	1,468.23	98861
29214	Invoice	01/21/2021	"KEEPING IT CARP/BUY LOCAL" BANNERS			
	THOMSON REUTERS		01/21/2021	Regular	163.18	98862
843592269	Invoice	01/21/2021	DEC20 WEST INFORMATION CHARGES			
	TRAFFIC TECHNOLOGIES LLC		01/21/2021	Regular	367.43	98863
36223	Invoice	01/21/2021	"SCHOOL YIELD TO WITHIN CROSSWALK" SIGNS			
36393	Invoice	01/21/2021	"ABOP CLOSED" SIGN & ENGINEER GRADE SIGN			
	TRI-CO REPROGRAPHICS		01/21/2021	Regular	134.62	98864
132673	Invoice	01/21/2021	COLOR & SMALL FORMAT SCANNING, PDF EXTRACT-12/8/20			
132728	Invoice	01/21/2021	COLOR SCANNING, DE & REBIND, PDF EXTRACT-12/9/20			
132877	Invoice	01/21/2021	COLOR SCANNING, DE & REBIND, PDF EXTRACT-12/11/20			
132878	Invoice	01/21/2021	COLOR SCANNING, DE & REBIND, PDF EXTRACT-12/11/20			
	TVSB		01/21/2021	Regular	35,191.00	98865
149248404K79447	Invoice	01/21/2021	BROADCAST EQUIPMENT UPGRADE AND LABOR INSTALL			
149248404K94464	Invoice	01/21/2021	2021 ANNUAL TV SANTA BARBARA PUBLIC ACCESS FUNDING			
	UNION PACIFIC RAILROAD COMPANY		01/21/2021	Regular	868.31	98866
90102935	Invoice	01/21/2021	NOV20 PLAN REVIEW FOR RINCON MULTI-USE TRAIL			
	VJS BIOLOGICAL CONSULTING		01/21/2021	Regular	435.00	98867
01/03/2021	Invoice	01/21/2021	NOV20 & DEC20 BIOLOGICAL SERVICES			
	WEST COAST ARBORISTS, INC.		01/21/2021	Regular	1,516.56	98868
164820	Invoice	01/21/2021	TREE MAINTENANCE-09/16/20-09/30/20			
167577	Invoice	01/21/2021	TREE MAINTENANCE-12/01/20-12/15/20			
	WILLIAMS SCOTSMAN INC.		01/21/2021	Regular	5,095.75	98869
8197263	Invoice	01/21/2021	MOBILE OFFICE FOR PARKS & FACILITES SUPERVISOR			
8273643	Invoice	01/21/2021	NOV20 LEASE FOR PARK & FAC MOBILE OFFICE			
8353965	Invoice	01/21/2021	DEC20 LEASE FOR PARK & FAC MOBILE OFFICE			
	WOOD ENVIRONMENT & INFRASTRUCTURE S		01/21/2021	Regular	3,166.08	98870
S49834311	Invoice	01/21/2021	DUNE & SHORELINE PROJECT SERVICES THROUGH 12/31/20			
	REAL GREEN LANDSCAPE		01/21/2021	Regular	4,385.00	98871
2687	Invoice	01/21/2021	NOV20 MONTHLY MAINTENANCE-CARPINTERIA LIBRARY			
2688	Invoice	01/21/2021	NOV20 MONTHLY MAINTENANCE-LINDEN TO PALM AVE			
2689	Invoice	01/21/2021	NOV20 MONTHLY MAINTENANCE-SALT MARSH PARK			
2690	Invoice	01/21/2021	NOV20 MONTHLY MAINTENANCE-MONTE VISTA PARK			
2691	Invoice	01/21/2021	NOV20 MONTHLY MAINTENANCE-FRIENDS OF THE LIBRARY			
2692	Invoice	01/21/2021	NOV20 MONTHLY MAINTENANCE-CARPINTERIA CREEK PARK			

Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Payment Amount	Number
2693	Invoice	01/21/2021	NOV20 MONTHLY MAINTENANCE-VETS HALL			
2694	Invoice	01/21/2021	NOV20 MONTHLY MAINTENANCE-AMTRAK DEPOT			
	AFLAC		01/28/2021	Regular	648.05	98872
063742	Invoice	01/31/2021	JANUARY 2021 EMPLOYEE PREMIUMS			
	AMY BLAKEMORE		01/28/2021	Regular	75.00	98873
ARB Q4	Invoice	01/28/2021	ARCHITECT REVIEW BOARD OCT-DEC 2020			
	BARTEL ASSOCIATES, LLC*		01/28/2021	Regular	290.00	98874
20-1156	Invoice	01/28/2021	ACTUARIAL SERVICES FOR GASB 75 DISCLOSURE REPORT			
	BIG GREEN CLEANING COMPANY		01/28/2021	Regular	7,221.00	98875
571589	Invoice	01/28/2021	JAN21 CONTRACTED CLEANING SERVICE-5103 CARP AVE.			
571590	Invoice	01/28/2021	JAN21 CONTRACTED CLEANING SERVICE-CITY & VETS HALL			
571598	Invoice	01/28/2021	JAN21 CONTRACTED CLEANING SERVICE-PUBLIC RESTROOMS			
	BRAD STEIN		01/28/2021	Regular	75.00	98876
ARB Q4	Invoice	01/28/2021	ARCHITECT REVIEW BOARD OCT-DEC 2020			
	BROWNSTEIN HYATT FARBER SCHRECK		01/28/2021	Regular	48,571.51	98877
830484	Invoice	01/28/2021	PROFESSIONAL LEGAL SERVICES THROUGH 12/31/2020			
830485	Invoice	01/28/2021	PROFESSIONAL LEGAL SERVICES THROUGH 12/31/2020			
830486	Invoice	01/28/2021	PROFESSIONAL LEGAL SERVICES THROUGH 12/31/2020			
	CAL-COAST MACHINERY, INC.		01/28/2021	Regular	2,609.98	98878
665551	Invoice	01/28/2021	OIL, FUEL, AIR & HYDRAULIC FILTERS FOR BEACH TRACT			
665554	Invoice	01/28/2021	SILICONE SEALANT TUBE, OIL-REPAIR BEACH TRACTOR			
666518	Invoice	01/28/2021	BOLT & FLY WHEEL FOR BEACH TRACTOR REPAIR			
	CALTRANS		01/28/2021	Regular	967.95	98879
SL210183	Invoice	01/28/2021	JULY-SEPT 2020 SIGNALS & LIGHTING BILLING			
	CANNON		01/28/2021	Regular	180.00	98880
74857	Invoice	01/28/2021	INSPECTOR SERVICES FOR 1075 CRAMER PERMITS			
	CITY OF SANTA BARBARA, CD-RHMP		01/28/2021	Regular	3,894.00	98881
01/21/21	Invoice	01/28/2021	2ND QUARTER FY20-21 RENTAL HOUSING MEDIATION			
	DAVID ALLEN		01/28/2021	Regular	60.00	98882
PC Q4	Invoice	01/28/2021	PLANNING COMMISSION OCT-DEC 2020			
	DIVISION OF THE STATE ARCHITECT		01/28/2021	Regular	28.80	98883
DSA Q4 2020	Invoice	01/28/2021	DISABILITY ACCESS REPORT QUARTER 4 2020			
	DOCUPRODUCTS		01/28/2021	Regular	275.13	98884
214797	Invoice	01/28/2021	CANON 6275 COPIER METER USAGE-12/10/20-01/09/21			
215103	Invoice	01/28/2021	CANON C5560I COPIER METER USAGE-12/17/20-1/16/21			
	EVERSHADE EXTERIOR CLEANING SOLUTIONS		01/28/2021	Regular	450.00	98885
9404	Invoice	01/28/2021	DEC20 CLEANING OF TRASH CANS AT CARP AVE & LINDEN			
	GRACENOTE		01/28/2021	Regular	69.23	98886
9747057994	Invoice	01/28/2021	JAN21 LISTING DISTRIBUTIONS SERVICES-GATV			
	HINDERLITER DE LLAMAS		01/28/2021	Regular	1,745.08	98887
SIN005622	Invoice	01/28/2021	CONTRACT & AUDIT SERVICES-SALES TAX Q2 2020			
SIN005871	Invoice	01/28/2021	CONTRACTS SERVICES-TRANSACTION TAX Q2 2020			
	JANE L BENEFIELD		01/28/2021	Regular	60.00	98888
PC Q4	Invoice	01/28/2021	PLANNING COMMISSION OCT-DEC 2020			
	JASON RODRIGUEZ		01/28/2021	Regular	75.00	98889
ARB Q4	Invoice	01/28/2021	ARCHITECT REVIEW BOARD OCT-DEC 2020			
	JIM REGINATO		01/28/2021	Regular	75.00	98890

Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Payment Amount	Number
ARB Q4	Invoice	01/28/2021	ARCHITECT REVIEW BOARD OCT-DEC 2020			
	JOHN CALLENDER		01/28/2021	Regular	60.00	98891
PC Q4	Invoice	01/28/2021	PLANNING COMMISSION OCT-DEC 2020			
	JOHN MOYER		01/28/2021	Regular	60.00	98892
PC Q4	Invoice	01/28/2021	PLANNING COMMISSION OCT-DEC 2020			
	JUAN O'S MOBILE REPAIR		01/28/2021	Regular	3,400.00	98893
1330	Invoice	01/28/2021	REPAIR OF BEACH TRACTOR			
	MNS ENGINEERS INC		01/28/2021	Regular	1,800.00	98894
76923	Invoice	01/28/2021	PLAN/MAP CHECKING FOR 5139 8TH STREET			
76924	Invoice	01/28/2021	PLAN/MAP CHECKING FOR 1849 VALLECITO ROAD			
	MOSS, LEVY & HARTZHEIM LLP		01/28/2021	Regular	5,000.00	98895
25248	Invoice	01/28/2021	AUDIT SERVICES TO DATE			
	PACIFIC SWEEP		01/28/2021	Regular	4,740.71	98896
13438	Invoice	01/28/2021	DECEMBER 2020 CONTRACTED STREET SWEEPING			
	POLICORE INC.		01/28/2021	Regular	3,451.62	98897
402197	Invoice	01/28/2021	IT SERVICES FOR DECEMBER 2020			
	PRAXAIR		01/28/2021	Regular	31.17	98898
60797330	Invoice	01/28/2021	WELDING CYLINDER RENTAL 11/20/20-12/20/20			
	PROFESSIONAL WASH CENTER		01/28/2021	Regular	105.86	98899
9137	Invoice	01/28/2021	CLEANING OF THRIVE BANNERS			
9138	Invoice	01/28/2021	CLEANING OF AVO BANNERS			
9139	Invoice	01/28/2021	CLEANING OF YELLOW BANNERS			
9140	Invoice	01/28/2021	CLEANING OF YELLOW, WHITE & RED BANNERS			
	REAL GREEN LANDSCAPE		01/28/2021	Regular	4,385.00	98900
2695	Invoice	01/28/2021	DEC20 MONTHLY MAINTENANCE-AMTRAK DEPOT			
2696	Invoice	01/28/2021	DEC20 MONTHLY MAINTENANCE-CARPINTERIA LIBRARY			
2697	Invoice	01/28/2021	DEC20 MONTHLY MAINTENANCE-LINDEN TO PALM AVE			
2698	Invoice	01/28/2021	DEC20 MONTHLY MAINTENANCE-SALT MARSH PARK			
2699	Invoice	01/28/2021	DEC20 MONTHLY MAINTENANCE-MONTE VISTA PARK			
2700	Invoice	01/28/2021	DEC20 MONTHLY MAINTENANCE-FRIENDS OF THE LIBRARY			
2701	Invoice	01/28/2021	DEC20 MONTHLY MAINTENANCE-CARPINTERIA CREEK PARK			
2702	Invoice	01/28/2021	DEC20 MONTHLY MAINTENANCE-VETS HALL			
	RICHARD E JOHNSON		01/28/2021	Regular	75.00	98901
ARB Q4	Invoice	01/28/2021	ARCHITECT REVIEW BOARD OCT-DEC 2020			
	SANTA BARBARA COUNTY, SHERIFF'S DEPT		01/28/2021	Regular	340,878.67	98902
1093	Invoice	01/28/2021	DEC20 CONTRACTED LAW ENFORCEMENT SERVICES			
	SO CA EDISON		01/28/2021	Regular	42.42	98903
DEC20 2-25-126-2(	Invoice	01/28/2021	ELECTRICITY-6145 CARPINTERIA AVENUE			
DEC20 2-27-939-9(	Invoice	01/28/2021	ELECTRICITY-5781 CARPINTERIA AVENUE			
	SOLID WASTE SOLUTIONS INC		01/28/2021	Regular	621.00	98904
174	Invoice	01/28/2021	ABOP COORDINATION, CALRECYCLE PROGRAM, SOLID WASTE			
	TRANSAMERICA EMPLOYEE BENEFITS		01/28/2021	Regular	598.78	98905
2504056285	Invoice	01/31/2021	JANUARY 2021 EMPLOYEE PREMIUMS			
	UNDERGROUND SERVICE ALERT OF SOUTHER		01/28/2021	Regular	94.15	98906
1220200156	Invoice	01/28/2021	DEC20 NEW MONTHLY TICKET CHARGES & DATABASE FEE			
	WESTERN EXTERMINATOR COMPANY		01/28/2021	Regular	60.00	98907
7065473	Invoice	01/28/2021	DECEMBER 2020 PEST CONTROL AT VETS HALL			
	WEX BANK (CHEVRON)		01/28/2021	Regular	453.15	98908

Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Payment Amount	Number
69726880	Invoice	01/28/2021	JAN21 FUEL FOR CITY VEHICLES			
	ZWORLD GIS		01/28/2021	Regular	2,500.00	98909
2020-0253	Invoice	01/28/2021	MAPPING/GIS SERVICES			
	GUARDIAN		01/28/2021	Regular	6,733.57	98910
JAN21 PREMIUMS	Invoice	01/31/2021	JAN21 PREMIUMS			
	MARTHA SELFRIDGE		01/28/2021	Regular	374.55	98911
INV0001963	Invoice	01/28/2021	REFUND DEPOSIT/PROJECT BALANCE			
	EDD-SDI		01/14/2021	Bank Draft	1,500.40	DFT0001380
PR01 01/14/21	Invoice	01/14/2021	PR14 01/14/21 SDI TAXES			
	EDD-SIT		01/14/2021	Bank Draft	5,202.43	DFT0001381
PR01 01/14/21	Invoice	01/14/2021	PR01 01/14/21 SIT TAXES			
	INTERNAL REVENUE SERVICE		01/14/2021	Bank Draft	16,702.11	DFT0001382
PR01 01/14/21	Invoice	01/14/2021	PR01 01/14/21 FEDERAL TAX PAYMENT			
	VOYA FINANCIAL		01/14/2021	Bank Draft	549.02	DFT0001383
PR01 01/14/21	Invoice	01/14/2021	PR01 01/14/21 RETIREMENT CONTRIBUTIONS			
	CalPERS		01/14/2021	Bank Draft	5,862.34	DFT0001384
12/26/20-01/08/2:	Invoice	01/14/2021	PEPRA RETIREMENT 12/26/20-01/08/21 PR01			
	CalPERS		01/14/2021	Bank Draft	13,622.52	DFT0001385
12/26/20-01/08/2:	Invoice	01/14/2021	CLASSIC RETIREMENT 12/26/20-01/08/21 PR01			

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
FEBRUARY 8, 2021

ITEM FOR COUNCIL CONSIDERATION

Quarterly Review of Pension Stabilization Trust.

STAFF RECOMMENDATION

Action Item ___ Non-Action Item __x__

Receive and file the report

Sample Motion: None required

BACKGROUNG/DISCUSSION

The purpose of the Pension Stabilization Trust is to accumulate, hold, and distribute pension plan assets for the exclusive benefit of retiree pensions within the meaning of IRS Code Section 115. Plan assets are irrevocable and may not be used for any purpose other than the purpose of the Trust. Withdrawal of plan assets is not permitted except to transfer to another trust or to reimburse the City for pension costs paid.

The City's primary objective in establishing the Pension Trust is to control long term costs and volatility on the annual operating budget. The trust provides more flexibility for the City to both level out contributions and mitigate year-to-year contribution volatility.

Plan contributions transfer assets to the Trust, and accordingly, plan assets are not carried on the City's books and are not subject to the City's investments policy. Discretionary Trustee Benefit Trust Company (BTC), with the advice of Morgan Stanley Wealth Management Consulting Group, actively manage plan assets consistent with the Investment Policy Statement. The City's individual trust account is part of a larger Multiple Employer Trust administered by Keenan Financial Services and BTC, referred to as the California Public Entity Pension Stabilization Trust. BTC also provides the City with monthly, quarterly (attached), and annual statements-of-activity of the City's account. The Pension Stabilization Trust utilizes a Board of Authority that provides management and oversight of the Trust with participation by one individual per public agency. The fees are

asset-based, paid monthly, deducted directly from the Trust account, and total 30 bps[1] annually. This is competitive with other comparable plans.

POLICY CONSISTENCY

This matter concerns actions aimed at improving the City's long-term financial position and is consistent with the City's fiduciary responsibilities and goal to deliver services that meet community needs in an efficient and effective manner.

The purpose of this quarterly review is to report the portfolio summary of the City of Carpinteria Pension Stabilization Trust account.

FINANCIAL CONSIDERATIONS

Portfolio Summary:

At December 31, 2020, the City held investments as shown in the table below.

Table 1

	Year to Date (YTD)	
Beginning Value	**$1,143,609.65**	
Net Contributions	76,511.44	
Interest	0.00	
Dividends	51,736.43	
Change in Market Value	118,537.71	
Management Fees	(3,377.28)	
Ending Value	**$1,387,017.95**	
		Asset
Market Value		**Allocation**
Fixed Income	902,345.94	65.1%
Equities	427,745.36	30.8%
Alternatives	56,926.66	4.1%
Total Account	**$1,387,017.95**	**100.0%**

YTD: 12/31/2019 - 12/31/2020

Investments:

At December 31st the portfolio's estimated market value was $1,387,017.95, quarter to date (net of fees) of 7.17%, year to date (net of fees) of 13.51%, and inception to date

[1] Basis points pertain to interest rates. One basis point is equal to one one-hundredth of one percentage point (0.01%). Therefore, 100 basis points would be equivalent to 1%.

(net of fees) of 8.98%. Attached for City Council review is the statement from Benefit Trust as of December 31, 2020.

An initial deposit of $1 million dollars was invested June 30, 2018. A second deposit of $52,900 was made September 18, 2018 and the third budgeted deposit of $76,850 was made on January 15, 2020. The first disbursement from the Trust is scheduled to be in fiscal year 2021.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

The establishment of the Pension Stabilization Trust Fund is being developed consistent with Section 115 of the Internal Revenue Code. Establishment of the Irrevocable Pension Stabilization Trust Fund mitigates financial risk associated with expected increases in the CalPERS pension rates over the next decade.

ATTACHMENTS

A. December 31, 2020 Performance Report

Staff contact: Licette Maldonado,
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Signature

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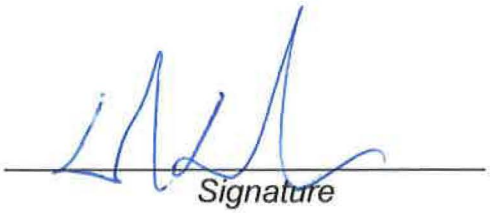

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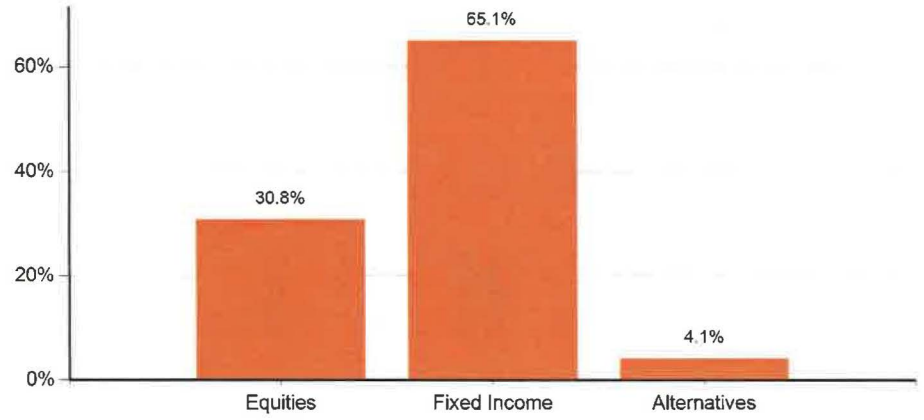
ATTACHMENT A
CITY OF CARPINTERIA CA-MUNI-PST
BENEFIT TRUST ACCOUNT

CITY OF CARPINTERIA CA-MUNI-PST
BENEFIT TRUST ACCOUNT 7440

Portfolio Summary

Net of Fees | US Dollar
12/31/2020

Asset Allocation



Portfolio Summary

		Year to Date
Beginning Value	$	1,143,609.65
Net Contributions		76,511.44
Interest		-
Dividends		51,736.43
Change in Market Value		118,537.71
Management Fees		(3,377.28)
Ending Value	$	1,387,017.95

Performance

	Market Value	Current Yield	Month to Date	Quarter to Date	Year to Date	Last 12 Months	Inception* to Date
Fixed Income	902,345.94	3.0	0.95	2.87	10.29	10.29	8.05
Equities	427,745.36	0.5	5.53	17.25	26.44	26.44	14.54
Alternatives	56,926.65	2.8	4.04	10.26	-2.29	-2.29	1.99
Total Account	**1,387,017.95**	**2.2**	**2.45**	**7.23**	**13.83**	**13.83**	**9.29**
Total Account (Net of Fees)		**2.2**	**2.45**	**7.17**	**13.51**	**13.51**	**8.98**
S&P 500 TR			*3.84*	*12.15*	*18.38*	*18.38*	*16.01*
MSCI EAFE			*4.65*	*16.05*	*7.82*	*7.82*	*6.34*
MSCI ACWI Ex US Net			*5.41*	*17.02*	*10.65*	*10.65*	*7.53*
Barclays Aggregate			*0.14*	*0.67*	*7.50*	*7.50*	*7.13*
Barclays Global Agg Bd Unhedged			*1.34*	*3.29*	*9.20*	*9.20*	*6.45*
50% MSCI ACWI/ 50% Barclays Agg			*2.39*	*7.63*	*12.65*	*12.65*	*10.25*

* Inception date: 6/30/2018

Performance for periods greater than one year are annualized.

PORTFOLIO APPRAISAL

CITY OF CARPINTERIA CA–MUNI-PST

BENEFIT TRUST ACCOUNT 7440

December 31, 2020

Quantity	Security	Security Symbol	Unit Cost	Total Cost	Price	Market Value	Pct. Assets	Cur. Yield
FIXED INC MUTUAL FUNDS								
TAXABLE BOND FUND								
14,640.991	BLACKROCK TOTAL RETURN FD BD FD BLKRK CL	MPHQ.X	11.52	168,672.03	12.23	179,059.32	12.9	2.5
8,799.383	GUGGENHEIM FDS TR INVT GD BD INSTL	GIUS.X	18.56	163,323.62	20.50	180,387.35	13.0	2.5
3,375.826	GUGGENHEIM FDS TR MACRO OPPTY R6	GIOS.X	26.36	88,980.12	27.49	92,801.46	6.7	3.8
11,840.788	PRUDENTIAL TOTAL RETURN BD FD	PTRQ.X	14.29	169,193.37	15.11	178,914.31	12.9	3.3
12,499.555	PRUDNTIAL GBL TOTL RTRN FD INC PGIM GBL TTL R6	PGTQ.X	7.04	88,005.28	7.34	91,746.73	6.6	3.7
14,286.367	WESTERN ASSET FDS INC	WAPS.X	11.55	165,019.11	12.56	179,436.77	12.9	2.8
				843,193.54		902,345.94	65.1	3.0
				843,193.54		902,345.94	65.1	3.0
DOMESTIC EQUITY MUTUAL FUNDS								
LARGE CAP FUND								
1,110.505	ALGER FUNDS CAP APP FOCS Y	ALGY.X	38.68	42,957.14	55.47	61,599.71	4.4	0.0
1,678.360	COLUMBIA FDS SER TR I	COFY.X	27.43	46,034.40	31.14	52,264.13	3.8	0.9
791.062	LEGG MASON PARTNERS EQUITY TR CLR BRID SL IS	LCSS.X	40.86	32,322.79	47.88	37,876.05	2.7	0.0
				121,314.33		151,739.89	10.9	0.3
MID CAP FUND								
1,298.117	ALGER FDS MD CP FOCUS Z	AFOZ.X	14.55	18,893.37	18.83	24,443.54	1.8	0.0
SMALL CAP FUNDS								
1,207.641	ALGER FDS SMALL CP FOCUS Z	AGOZ.X	20.60	24,879.66	32.97	39,815.92	2.9	0.0
444.718	UNDISCOVERED MANAGERS FDS BEHAVR VAL R6	UBVF.X	57.55	25,595.14	64.35	28,617.60	2.1	1.0
				50,474.80		68,433.53	4.9	0.4
				190,682.50		244,616.96	17.6	0.3
INTERNATIONAL MUTUAL FUNDS								
INTERNATIONAL EMERGING MARKET FUND								
170.299	AMERICAN FUNDS NEW WORLD F-2	NFFF.X	66.97	11,404.74	87.69	14,933.52	1.1	0.4
INTERNATIONAL FUND								
516.793	AMERICAN FUNDS NEW PERSPECTIVE F2	ANWF.X	46.64	24,104.02	60.24	31,131.61	2.2	0.3

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PORTFOLIO APPRAISAL

CITY OF CARPINTERIA CA–MUNI-PST

BENEFIT TRUST ACCOUNT 7440

December 31, 2020

Quantity	Security	Security Symbol	Unit Cost	Total Cost	Price	Market Value	Pct. Assets	Cur. Yield
1,594.736	GOLDMAN SACHS TR II GQG PARTNRS R6	GSIY.X	15.21	24,248.42	17.82	28,418.20	2.0	0.2
1,064.268	HARTFORD INTERNATIONAL VALUE Y	HILY.X	16.73	17,800.90	14.18	15,091.32	1.1	2.1
831.721	JOHN HANCOCK FDS III INTL GROWTH R6	JIGT.X	29.27	24,344.79	36.77	30,582.38	2.2	0.3
627.263	OAKMARK INTERNATIONAL INVESTOR	OANI.X	24.42	15,317.90	26.06	16,346.47	1.2	0.5
677.330	PRUDENTIAL WORLD FD INC JENNISON GBL Q	PRJQ.X	30.88	20,914.26	47.08	31,888.70	2.3	0.0
685.086	THORNBURG INVESTMENT INCOME BUILDER	TIBO.X	21.23	14,547.52	21.51	14,736.20	1.1	4.4
				141,277.81		168,194.88	12.1	0.8
				152,682.56		183,128.40	13.2	0.7
ALTERNATIVE INVESTMENT FUNDS								
ALTERNATIVE FUND								
2,626.862	COHEN & STEERS RLTY INCM NEW SHS CL Z	CSZI.X	16.21	42,585.64	16.30	42,817.85	3.1	3.2
622.905	PRUDENTIAL GLOBAL REAL ESTATE	PGRQ.X	23.45	14,607.52	22.65	14,108.80	1.0	1.8
				57,193.16		56,926.65	4.1	2.8
				57,193.16		56,926.65	4.1	2.8
TOTAL PORTFOLIO				**1,243,751.75**		**1,387,017.95**	**100.0**	**2.2**

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City of Carpinteria

COUNCIL AGENDA STAFF REPORT
February 8, 2021

ITEM FOR COUNCIL CONSIDERATION

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

STAFF RECOMMENDATION

Action Item ___ Non-Action Item __x__

Receive and file the report

Sample Motion: None required

BACKGROUND / DISCUSSION

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

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

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

POLICY CONSISTENCY

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

FINANCIAL CONSIDERATIONS

Cash Statement: At December 31, 2020, the City held cash and cash investments as shown in the table below.

Table I

CASH ACTIVITY FOR THE MONTH:

Cash and Investment Beginning of the Month	11,541,709.70
Cash Receipts	3,980,525.79
Cash Disbursements	(3,608,180.46)
Cash and Investment End of the Month	11,914,055.03

Investments:

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

At December 31st the portfolio's average days to maturity was 1.71 years, the average coupon rate was 2.07%, the average yield to maturity was 0.13%, the par value was $5,246,000 and Market Value was $5,440,345.58.

On December 11th, the City received 15.00 shares of SIVB stock for the Carpinteria Community Pool. At December 31st the market value was $5,817.45.

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

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

The City of Carpinteria will be able to meet all expenditure obligations that might reasonably be anticipated for the next six-month period July 1, 2021.

LEGAL

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

PRINCIPAL PARTIES EXPECTED AT MEETING

Unknown

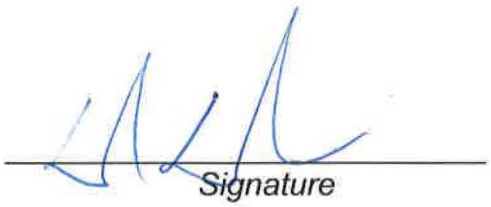
ATTACHMENTS

City of Carpinteria Treasurer's Report

Staff contact: Licette Maldonado,
Administrative Services Director
(805) 755-4448, licettem@ci.carpinterial.ca.us

Signature

Reviewed by: Dave Durflinger, City Manager
(805) 755-4400, daved@ci.carpinteria.ca.us



Signature

City of Treasurer's Report

CITY OF CARPINTERIA TREASURER'S REPORT
For the Month Ended December 2020

CASH ACTIVITY FOR THE MONTH:

Cash and Investment Beginning of the Month	11,541,709.70
Cash Receipts	3,980,525.79
Cash Disbursements	(3,608,180.46)
Cash and Investment End of the Month	11,914,055.03

CASH AND INVESTMENT PORTFOLIO:

Type of Investment/Coupon/CUSIP #	Institution/Issuer	Yield to Maturity	Maturity Date	# Days to Maturity	Par Value	Market Value (1)	Book Value (2)
Demand Deposit - General Checking	Montecito Bank	N/A	N/A	N/A	128,647.74	128,647.74	128,647.74
Demand Deposit - Premier Public Money Market	Montecito Bank	0.62%	1/1/2021	1	1,583,572.13	1,583,572.13	1,583,572.13
Demand Deposit - Section 125 Checking	Montecito Bank	N/A	N/A	N/A	3,294.21	3,294.21	3,294.21
Demand Deposit - Payroll Checking	Montecito Bank	N/A	N/A	N/A	2,338.35	2,338.35	2,338.35
Demand Deposit - Money Market	Charles Schwab	0.01%	1/1/2021	1	90,935.76	90,935.76	90,935.76
Local Agency Investment Fund	State of California	0.62%	1/1/2021	1	4,872,225.59	4,872,225.59	4,872,225.59
Treasury Note, 1.375% (912828N89)	U.S. Government	0.10%	1/31/2021	31	88,000.00	88,082.50	87,489.11
Treasury Note, 1.125% (912828P87)	U.S. Government	0.12%	2/28/2021	59	92,000.00	92,143.75	91,803.96
Treasury Note, 2.5% (9128286D7)	U.S. Government	0.15%	2/28/2021	59	100,000.00	100,359.37	100,020.72
Treasury Note, 1.25% (912828Q37)	U.S. Government	0.10%	3/31/2021	90	101,000.00	101,268.28	100,586.10
Treasury Note, 1.375% (912828Q78)	U.S. Government	0.11%	4/30/2021	120	101,000.00	101,394.53	101,378.75
Treasury Note, 1.375% (912828R77)	U.S. Government	0.13%	5/31/2021	151	90,000.00	90,450.00	89,913.36
Treasury Note, 1.125% (912828S27)	U.S. Government	0.13%	6/30/2021	181	93,000.00	93,465.00	92,581.69
Treasury Note, 1.125%, (912828S76)	U.S. Government	0.14%	7/31/2021	212	94,000.00	94,543.43	93,749.81
Treasury Note, 1.125%, (9128282F6)	U.S. Government	0.14%	8/31/2021	243	91,000.00	91,597.19	91,000.00
Treasury Note, 1.125%, (912828T34)	U.S. Government	0.15%	9/30/2021	273	91,000.00	91,696.71	90,982.35
Treasury Note, 1.25%, (912828T67)	U.S. Government	0.15%	10/31/2021	304	94,000.00	94,881.25	93,759.60
Treasury Note, 1.75%, (912828U65)	U.S. Government	0.14%	11/30/2021	334	95,000.00	96,395.31	94,954.72
Treasury Note, 2.0%, (912828U81)	U.S. Government	0.14%	12/31/2021	365	107,000.00	108,989.53	106,711.89
Treasury Note, 1.875%, (912828V72)	U.S. Government	0.15%	1/31/2022	396	130,000.00	132,457.81	129,304.11
Treasury Note, 1.875%, (912828W55)	U.S. Government	0.15%	2/28/2022	424	138,000.00	140,803.13	137,594.13
Treasury Note, 1.875%, (912828W89)	U.S. Government	0.15%	3/31/2022	455	132,000.00	134,866.87	131,530.54
Treasury Note, 1.875%, (912828X47)	U.S. Government	0.16%	4/30/2022	485	167,000.00	170,861.88	166,999.92
Treasury Note, 1.75%, (912828XR6)	U.S. Government	0.16%	5/31/2022	516	179,000.00	183,083.44	178,310.26
Treasury Note, 1.75%, (912828XW5)	U.S. Government	0.16%	6/30/2022	546	177,000.00	181,286.71	176,343.17
Treasury Note, 1.875%, (9128282P4)	U.S. Government	0.16%	7/31/2022	577	177,000.00	181,867.50	176,924.33
Treasury Note, 1.625%, (9128282S8)	U.S. Government	0.16%	8/31/2022	608	168,000.00	172,147.50	167,062.69
Treasury Note, 1.875%, (9128282W9)	U.S. Government	0.16%	9/30/2022	638	165,000.00	170,001.56	164,718.17
Treasury Note, 2.0%, (9128283C2)	U.S. Government	0.16%	10/31/2022	669	179,000.00	185,097.19	178,509.11
Treasury Note, 2.0%, (912828M80)	U.S. Government	0.17%	11/30/2022	699	175,000.00	181,207.02	174,454.00
Treasury Note, 2.125%, (912828N30)	U.S. Government	0.17%	12/31/2022	730	161,000.00	167,389.69	160,091.79
Treasury Note, 2.375%, (9128283U2)	U.S. Government	0.17%	1/31/2023	761	169,000.00	176,816.25	168,003.85
Treasury Note, 2.625%, (9128284A5)	U.S. Government	0.17%	2/28/2023	789	171,000.00	180,137.81	171,184.09
Treasury Note, 2.5%, (9128284D9)	U.S. Government	0.17%	3/31/2023	820	171,000.00	180,030.94	170,243.30

Treasury Note, 2.625%, (9128284U1)	U.S. Government	0.19%	6/30/2023	911	100,000.00	106,156.25	99,563.57
Treasury Note, 2.75%, (912828Y61)	U.S. Government	0.19%	7/31/2023	942	400,000.00	426,750.00	398,795.22
Treasury Note, 2.75%, (9128284X5)	U.S. Government	0.20%	8/31/2023	973	400,000.00	427,500.00	399,721.60
Treasury Note, 2.875%, (9128285D8)	U.S. Government	0.20%	9/30/2023	1003	250,000.00	268,554.68	249,335.00
Treasury Note, 2.5%, (9128285Z9)	U.S. Government	0.22%	1/31/2024	1126	200,000.00	214,250.00	199,388.94
Treasury Note, 2.375%, (9128286G0)	U.S. Government	0.23%	2/29/2024	1155	200,000.00	213,812.50	199,264.00
Equities, Symbol: SIVB	SVB Financial Group	N/A	N/A	N/A	5,248.50	5,817.45	767.40
					11,932,262.28	**12,127,176.81**	**11,914,055.03**

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

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

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

Based upon currently budgeted revenues and expenditures, the City currently has sufficient liquid financial resources to meet anticipated expenditures during the period 1/01/21 through 7/01/21.

WEIGHTED AVERAGE MATURITY OF PORTFOLIO

As of December 31, 2020 the weighted average days to maturity of the City's investment portfolio is 1.71 years.

FOOTNOTES TO REPORT/DEFINITION OF TERMS:

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

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

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

Par Value: Equals face value of security (value of the security when it reaches maturity).
Market Value: The last price for which a security was bought or sold. In this case, the value as of the last day of the month of this report.
Book Value: The amount at which the security is carried in the City's accounting records (adjusted at year-end for GASB 40 reporting purposes).

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
February 8, 2021

ITEM FOR COUNCIL CONSIDERATION

1. Approval of "Cottage Drive" as the name for the new private street serving the Faith Lutheran/The Cottages Carpinteria development, located at 1335 Vallecito Place.

2. Acceptance for recordation of Tract Map 25,196, including grants of public utility and emergency vehicle access easement dedications; relinquishment of the right for Lot 2 and Lot 3 to have direct access from Ogan Road and/or Vallecito Place; grants of private access and drainage easements; and associated documents including Agreement to Provide Inclusionary Housing, project-specific Covenants, Conditions and Restrictions (CC&Rs), Informational Notice document, Declaration of Reservation of Easements, and Declaration of Restrictions for the Faith Lutheran/The Cottages Carpinteria project (16-1849-CUPR/TM/CDP).

STAFF RECOMMENDATION

Action Item _X_; Non-Action Item ___

Staff recommends the Council approve the proposed private street name, and accept Tract Map 25,196 and associated documents for recordation.

Sample Motions:

1. I move to approve the name "Cottage Drive" for the new private road serving the Faith Lutheran/The Cottages Carpinteria project.

2. I move to accept Tract Map 25,196 and associated documents, direct the City Clerk to acknowledge the acceptance of the grant of public utility and emergency vehicle access easements, and authorize staff to take the necessary steps to submit Tract Map 25,196 and associated documents to the County Recorder of Santa Barbara County for recordation.

BACKGROUND

Originally, this project was proposed as an eight-lot subdivision for six new residential lots with the church and parsonage remaining on two lots. The proposal included a mixture of one- and two-story single-family dwellings for the six new residences, and one of the new residences was earmarked to become the affordable unit. The Planning Commission reviewed the project on August 6, 2018, and gave a recommendation for approval to City Council. In their deliberations, some of the Planning Commissioners expressed concerns over the size of the two-story units and potential public view impacts. As part of their recommendation to the City Council, the Planning Commission suggested the homes should be switched on Lots 6 and 7 to address the Commission's concerns. The City Council reviewed the project three times before finally approving the project on December 10, 2018. During the City Council's review, the project was reduced to a seven-lot subdivision for five new residential lots with the church and parsonage remaining on two lots, and the parsonage was designated to become the affordable unit.

The purpose of this review is administrative in nature, as State Law requires the Final Map to be accepted by the City Council prior to recording. City staff, including Community Development, Public Works, the City Surveyor, and the City Attorney's office have reviewed and administratively accepted all pertinent documents as having satisfied the respective project conditions.

Copies of the project Conditions of Approval are included as Attachment A.

DISCUSSION

Street Naming

City Council Resolution No. 427 established the City's street naming policy, and provides specifications for the naming of streets. Requirements include, but are not limited to, the street name being reasonably short, easy to spell, not duplicated within the Santa Barbara south coast area, and not using personal names. The Policy also encourages street names to, when possible, reflect local surroundings or historical significance. The Policy also provides standards for suffixes to street names. The Policy states that the City Council reserves the final right to change the name of a street. A copy of Resolution No. 427 is included as Attachment B to this report.

The applicants have proposed the name "Cottage Drive" for the private street that would serve the development. The private street will connect between Ogan Road and Vallecito Place. The street name matches the name of the proposed development, The Cottages Carpinteria, and the California Cottage style of architecture proposed for the new residences. The proposed street name is not duplicated in the Santa Barbara South Coast area, and has been approved by the Carpinteria-Summerland Fire

Protection District. The "Drive" suffix is consistent with the generally east-west orientation of the private street where driveways will be located.

A copy of the Carpinteria-Summerland Fire Protection District Approval is included as Attachment C to this report.

Final Map Clearance

Pursuant to the State Subdivision Map Act and Title 16 (Subdivisions) of the Carpinteria Municipal Code, prior to recordation of the Tract Map, said Map and any associated required measures or documents must first return to the City Council for formal acceptance and to authorize staff to complete all remaining steps necessary for execution and recordation of the documents. As part of this action, the Council must confirm that all project conditions of approval required to be satisfied prior to recordation of the Tract Map have been properly and fully executed.

The Conditions of Approval require the following conditions be satisfied prior to recordation of the Final Map:

- **Condition 4**: Applicant shall prepare and submit for approval by City staff project-specific CC&Rs that address all required maintenance activities for the private drive and landscaping;
  The City Attorney's Office has reviewed the CC&Rs (Attachment E) and Article 7 includes the maintenance provisions.
- **Condition 5**: The CC&Rs shall include a provision that adequate space shall be made available to allow vehicles to be parked within the garages;
  The City Attorney's Office has reviewed the CC&Rs (Attachment E) and Article 4, Section 4.6 includes this requirement.
- **Condition 20**: The applicant shall submit plans for the bioretention basin to be reviewed and approved by CDD, affected agencies, easement holders, and the ARB, as applicable;
  The Grading & Drainage Improvement Plans were submitted to the City on 8/7/2020, were reviewed by the ARB on 10/29/2020, and are presently undergoing plan check by the Public Works Department.
- **Condition 22**: Applicant shall enter into an *Agreement to Provide Affordable Housing*, which shall include a model *Restrictive Covenant and Preemptive Right*. The *Covenant* shall be executed and recorded by each purchaser of an affordable unit. The *Agreement* and *Covenant* shall be based on the City's model documents, and subject to the review and approval of City staff. The *Agreement* and *Covenant* shall specify the affordability terms required for the project. The *Agreement* and *Covenant* shall include provisions describing marketing and lottery requirements for the initial sale of the units; requiring income eligibility of prospective buyers to be determined by the City or its designee; requiring prospective buyers of the affordable units to sign an *Intent to Reside* statement;

requiring a *Notice of Default* and *Notice of Sale*, as well as the *Covenant*, be recorded with the original and all subsequent deeds; and stating that the maximum sales rate for the affordable units shall not exceed the maximum levels established by the City Council, consistent with the provisions of the Housing Element and State law;
The Agreement to Provide Inclusionary Housing is provided as Attachment H, and has been reviewed and approved by City Staff and the City Attorney's Office.

- **Condition 23**: The required external improvements to the affordable unit (the existing parsonage) shall be included in the *Agreement to Provide Affordable Housing;*
Compliance with Condition #23 is cited in multiple locations in the Agreement to Provide Inclusionary Housing (Attachment H), which has been reviewed and approved by City Staff and the City Attorney's Office.
- **Condition 38**: Applicant shall include all of the mitigation measures, conditions, agreements, and specific plans associated with, or required by the project on a separate informational sheet (Notice) to be recorded with the Final Map;
The Notice is included as Attachment I and the document has been reviewed and approved by the City Surveyor.
- **Condition 40**: Applicant shall pay applicable Quimby Fees;
The Quimby Fees were paid on 1/22/2021.
- **Condition 42**: Applicant shall enter into an agreement acceptable to the City Attorney and CDD to reserve reciprocal utility and access easements at the time of conveyance of any parcels; and
The City Attorney's Office, City Surveyor, and CDD have reviewed and approved the Declaration of Reservation of Easements (Attachment G).
- **Condition 43**: Public utility easements shall be provided at the locations and of widths required by the serving utilities.
City Staff and the City Surveyor have reviewed and approved the easements shown on the Final Map in Attachment D.

The Conditions of Approval also stipulate certain requirements for the project which are also included in the project's CC&Rs and/or Declaration of Restrictions, including: long-term maintenance of the onsite bioretention basin and drainage improvements, maintenance and cleaning of the Church parking lot, the proper disposal of trash/recycling in appropriate receptacles, that all structures and improvements maintain a tidy appearance and be kept in good working order, all landscaping shall be adequately maintained, any exterior lighting shall be night-sky friendly, and a provision for guest parking spaces. Finally, the project conditions of approval state that no permits for construction shall be issued prior to recordation of the Final Map.

City staff, including Community Development, Public Works, the City Surveyor, and the City Attorney's office have reviewed and administratively accepted all pertinent documents as having satisfied the respective project conditions. Copies of the proposed final exhibits and associated documents to be signed and recorded following acceptance by the City Council are included in the following attachments:

- Tract Map No. 25,196 exhibit as Attachment D;
- Project Covenants, Conditions and Restrictions (CC&Rs) as Attachment E;
- Declaration of Restrictions as Attachment F;
- Declaration of Reservation of Easements as Attachment G;
- Agreement to Provide Inclusionary Housing as Attachment H; and
- Conditions of Approval Informational Notice as Attachment I.

FINANCIAL CONSIDERATIONS

All staff time and costs associated with the review and recordation of Tract Map No. 25,196 and associated documents are borne by the applicant. To date, the project account is paid and current. As the project moves forward, the applicant will continue to be invoiced for all staff time and costs, with the final invoice due prior to receiving Occupancy Clearance on the new dwelling units.

Parkland acquisition fees, also known as "Quimby Fees," for the project total $70,435.25 and are due prior to Final Map recordation. The Quimby Fees were paid on January 22, 2021. All other Development Impact Fees associated with the project (currently estimated at $109,339.95) are due at the time of Occupancy Clearance for the respective dwelling units.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

Staff has confirmed that all required project conditions of approval that must be satisfied prior to recordation of the Final Map have been properly and fully complied with. This includes the Agreement to Provide Inclusionary Housing which ensures that the one required Inclusionary Unit is provided, maintained, and conveyed in a manner consistent with the City's Inclusionary Housing requirements. City staff shall be responsible for ensuring that all of the referenced documents are properly executed and recorded.

OPTIONS

Approve an alternate street name for the private road serving the development.

Request revisions to Tract Map No. 25,196 and/or any of the associated documents, and direct staff to return with the revised documents to a future Council meeting.

PRINCIPAL PARTIES EXPECTED AT MEETING

John Welty, Faith Lutheran Church
John Schuck, Franciscan Developments, Inc.
John Mullen, Franciscan Developments, Inc.

ATTACHMENTS

Attachment A: Project Conditions of Approval
Attachment B: Resolution No. 427; City Street Naming Policy
Attachment C: Carpinteria-Summerland Fire Protection District Street Name Approval
Attachment D: Tract Map No. 25,196 exhibit
Attachment E: Project Covenants, Conditions and Restrictions (CC&Rs)
Attachment F: Declaration of Restrictions
Attachment G: Declaration of Reservation of Easements
Attachment H: Agreement to Provide Inclusionary Housing
Attachment I: Conditions of Approval Informational Notice

Staff contact: Syndi Souter, Associate Planner
(805) 755-4405, syndis@ci.carpinteria.ca.us

Signature

Reviewed by: Steve Goggia, CDD Director
(805) 755-4414, steveg@ci.carpinteria.ca.us

Signature

Reviewed by: Dave Durflinger, City Manager
(805) 755-4400, daved@ci.carpinteria.ca.us

Signature

Attachment A

Project Conditions of Approval, dated 12/10/2018

City Council Meeting
February 8, 2021

CITY COUNCIL HEARING
PROJECT 16-1849-CUPR/TM/CDP
1335 VALLECITO PLACE
APN 003-142-032
DECEMBER 10, 2018

CONDITIONS OF APPROVAL
FAITH LUTHERAN CHURCH
LOT SPLIT & NEW RESIDENCES

The Conditions set forth in this permit affect the title and possession of the real property that is the subject of this permit and shall run with the real property or any portion thereof. All the terms, covenants, conditions and restrictions herein imposed shall be binding upon and inure to the benefit of the owner (applicant, developer), his or her heirs, administrators, executors, successors and assigns. Upon any sale, division or lease of real property, all the conditions of this permit shall apply separately to each portion of the real property and the owner (applicant, developer) and/or possessor of any such portion shall succeed to and be bound by the obligations imposed on the owner (applicant, developer) by this permit. These Conditions shall replace and supersede any prior conditions on the property.

PROJECT DESCRIPTION

1. This Conditional Use Permit Revision, Tract Map, and Coastal Development Permit is based upon and limited to compliance with the project description, the hearing exhibits marked A-2 as amended per Council direction and dated December 10, 2018, and conditions of approval set forth below. Any deviations from the project description, exhibits, or conditions must be reviewed and approved by the City for conformity with this approval. Deviations may require approved changes to the permit and/or further environmental review. Deviations without the above described approval will constitute a violation of permit approval.

   The project description is as follows:

   The proposed project would subdivide the existing 2.7-acre Faith Lutheran Church property into seven separate parcels to accommodate the existing church, existing parsonage, and five new residences to be constructed on the southern portion of the site. The five new homes proposed would be one- and two-story structures ranging from 2,268 to 2,831 square feet, on newly created lots ranging in size from 7,516 to 10,868 square feet.

   The Church buildings would have no interior or exterior alterations, while the existing parsonage would receive exterior changes only, including replacement of the columns on the front entry, a new oculus window, and new fascia boards to match the new homes. Additionally, upon approval of this application, the parsonage residence would no longer be restricted for use as a church parsonage and would be offered for sale as an affordable unit, pursuant to the City's Inclusionary Housing Program.

   Other site development includes a reconfiguration of the parking lot serving the church that would provide a total of 79 parking spaces, an increase of five spaces over the existing number. Lot 1 would continue to use the driveway off of Ogan Road. One new private drive would be created from Ogan Road through to Vallecito Place, one new driveway on Lot 4 is proposed to

be added on Vallecito Place, and Lots 2, 5, and 6 would have driveways off the new private drive. Per council direction, the corner lot, Lot 3, would not take access off Ogan Road nor Vallecito Place but would provide a driveway, a minimum of 15 feet in length, off the new private drive. A total of 79 avocado trees and one cedar tree would be removed as part of the development of the site.

Permeable concrete pavers would be used for the patios and walkways. New predominately native and/or drought tolerant landscaping would be provided. Grading is expected to result in 350 cubic yards (net) of exported materials.

Conditional Use Permit Revision: The Conditional Use Permit for the Faith Lutheran Church (14-1700-CUPM/CDP) would be revised to allow continued operation of the Faith Lutheran Church on a new 1.36-acre parcel with a reconfigured parking lot providing 79 parking spaces, a net increase of five spaces.

Tentative Tract Map: The proposed Tentative Tract Map would subdivide one existing 117,430-square-foot parcel into seven separate lots to be held in separate ownership as follows:

- *Lot 1: 9,581 square feet net*
- *Lot 2: 9,540 square feet net*
- *Lot 3: 8,363 square feet net*
- *Lot 4: 11,110 square feet net*
- *Lot 5: 7,521 square feet net*
- *Lot 6: 9,190 square feet net*
- *Lot 7: 62,125 square feet net*

Currently, proposed Lot 1 is developed with a 2,127 square foot parsonage with an attached 536 square foot garage, and proposed Lot 7 is developed with the Faith Lutheran Church, parking lot, and accessory buildings. Proposed Lots 2 through 6 are presently a part of an existing avocado orchard, established around 2001.

Coastal Development Permit: A Coastal Development Permit is required to allow the proposed development as described above.

The grading, development, use, and maintenance of the property, the size, shape, arrangement, and location of structures, parking areas and landscape areas, and the protection and preservation of resources shall conform to the project description above and the hearing exhibits and conditions of approval below. The property and any portions thereof shall be sold, leased or financed in compliance with this project description and the approved hearing exhibits and conditions of approval hereto. All plans (such as Landscape Plans) must be submitted for review and approval and shall be implemented as approved by the City.

PROJECT SPECIFIC CONDITIONS

2. The design, scale and character of the project architecture, landscape and signage (as applicable) shall be compatible and blend harmoniously with vicinity development and consistent with the

City's "small beach town" character. **Plan Requirement and Timing:** The applicant shall submit plans for the project for final review by the Architectural Review Board prior to approval of any Building Permit for physical development. **Monitoring:** Community Development Department staff (CDD) shall review submitted plans, provide direction to the ARB regarding this mitigation measure and site inspect during the construction phase.

3. All materials and colors used in construction and all landscape materials shall be as represented to the City, and any deviation will require the express review of the Community Development Department.

4. A Homeowners' Association (HOA) shall be responsible for the long-term maintenance of the private drive and landscaping for the development. **Plan Requirements and Timing:** The proposed maintenance responsibilities and schedule shall be included in the Covenants, Conditions and Restrictions (CC&Rs). The CC&Rs shall be submitted for review by CDD and Public Works prior to recordation of the Final Map. Annual records of the maintenance activities shall be maintained by the HOA and submitted to CDD upon request. **Monitoring:** CDD shall review the maintenance records or site inspect, as needed. Costs shall be borne by the HOA.

5. Adequate space shall be made available to allow vehicles to be parked within garages. This requirement shall be written into the project CC&Rs and enforced by the Homeowners' Association.

6. No new signs of any type are approved with this action unless otherwise specified. All signs require a separate Sign Permit and review by the Architectural Review Board and shall comply with the City Code Chapter 14 (Sign Regulations).

7. The applicant and subsequent property owners shall be responsible for maintaining the premises in a clean and orderly condition at all times. This includes but is not limited to the following:

   a. The Church parking lot shall be cleaned on a regular basis. Cleaning activities shall include the removal of litter; spot cleaning of oil, fuel and other automotive leaks; vacuum sweeping and pressure washing when necessary;

   b. All trash/recycling shall be properly disposed of in the appropriate receptacles provided on site. The applicant shall regularly inspect the perimeter of the site to ensure that trash is not leaving the premises via wind or runoff;

   c. All structures and improvements on site shall maintain a tidy appearance and be kept in good working order; and

   d. All site landscaping shall be adequately maintained.

   Plan Requirements: This requirement shall be included in the approved conditions of approval signed by the landowner prior to approval of any Building Permit for physical development. **Timing:** CDD shall monitor in the field as required. **Monitoring:** CDD staff shall periodically inspect the site to ensure compliance with this condition. If it is found that the site is not being maintained in a manner consistent with this condition, the matter shall be referred to the City's Code Compliance staff for resolution.

8. Any exterior night lighting installed on the project site shall be of low intensity, low glare design, minimum height, and shall be hooded to direct light downward onto the subject parcel and prevent spill-over onto adjacent parcels. **Plan Requirements:** The locations of all exterior

lighting fixtures and an arrow showing the direction of light being cast by each fixture and the height of the fixtures shall be depicted on building plans to be reviewed and approved by CDD. **Monitoring:** CDD shall review proposed lighting for compliance with this measure prior to approval of a building permit for structures. Building Inspector shall inspect structures upon completion to ensure that exterior lighting fixtures have been installed consistent with their depiction on the plans.

9. All exterior construction safety night lighting set up on the project site shall be of low intensity, low glare design, minimum height, and shall be hooded to direct light downward onto the subject parcel and prevent spill-over onto adjacent parcels. **Monitoring:** Building and/or Engineering Inspector shall inspect construction site to ensure that temporary exterior construction lighting fixtures have been installed consistent with this condition.

10. The developer shall clear the project site of all excess construction debris. **Plan Requirement:** This requirement shall be noted on final building plans. **Timing:** Debris clearance shall occur prior to occupancy clearance. **Monitoring:** CDD shall site inspect prior to occupancy clearance.

11. If the construction site is graded and left undeveloped for over three weeks, the applicant shall employ the following methods immediately to inhibit dust generation:

    a. seeding and watering to revegetate graded areas; and/or

    b. spreading of soil binders; and/or

    c. any other methods deemed appropriate by Community Development.

    Plan Requirements: These requirements shall be noted on all plans. **Timing:** Plans are required prior to issuance of a Grading or Building Permit. **Monitoring:** Grading Inspector shall perform periodic site inspections.

12. Dust generated by the development activities shall be kept to a minimum with a goal of retaining dust on the site by following the dust control measures listed below. During clearing, grading, earth moving, excavation or transportation of cut or fill materials, water trucks or sprinkler systems shall be used to prevent dust from leaving the site and to create a crust after each day's activities cease.

    a. During construction, use water trucks or sprinkler systems to keep all areas of vehicle movement damp enough to prevent dust from leaving the site. At a minimum, this shall include wetting down such areas in the late morning and after work is completed for the day. Increased watering frequency shall be required whenever the winds speed exceeds 15 miles per hour. Reclaimed water should be used whenever possible.

    b. Minimize amount of disturbed area.

    c. If importation, exportation and stockpiling of fill material is involved, soil stockpiled for more than two days shall be covered, kept moist or treated with soil binders to prevent dust generation. Trucks transporting fill material to and from the site shall be tarped form the point of origin.

d. After clearing, grading, earth moving or excavation is completed, treat the disturbed area by watering, or revegetating, or by spreading soil binders until the area is paved or otherwise developed so that dust generation will not occur.

Plan Requirements: All requirements shall be shown on the building plans. **Timing:** Condition shall be adhered to throughout all construction activities. **Monitoring:** CDD shall ensure measures are on plans. Building Inspector shall spot check and ensure compliance onsite. APCD inspectors shall respond to nuisance complaints.

13. The contractor or builder shall designate a person or persons to monitor the dust control program and to order increased watering as necessary to prevent transport of dust offsite. Their duties shall include holiday and weekend periods when work may not be in progress. **Plan Requirements:** The name and telephone number of such persons shall be provided to the APCD. **Timing:** The dust monitor shall be designated prior to issuance of a Grading or Building Permit. **Monitoring:** CDD shall contact the designated monitor as necessary to ensure compliance with dust control measures.

14. To avoid disturbance of nesting and special-status birds, including raptor species protected by the Migratory Bird Treaty Act and the California Fish and Game Code, activities related to the project including, but not limited to, vegetation removal, ground disturbance, and construction and demolition shall occur outside of the bird breeding season (February 1 through August 30), if feasible. If construction must begin during the breeding season, then a pre-construction nesting bird survey shall be conducted no more than 14 days prior to initiation of ground disturbance and vegetation removal activities. The nesting bird pre-construction survey shall be conducted on foot inside the Project Boundary, including a 300-foot buffer (500-foot for raptors), and in inaccessible areas (e.g., private lands) from afar using binoculars to the extent practical. The survey shall be conducted by a biologist familiar with the identification of avian species known to occur in southern California coastal communities. If nests are found, an avoidance buffer (dependent upon the species, the proposed work activity, and existing disturbances associated with land uses outside of the site) shall be determined and demarcated by the biologist with bright orange construction fencing, flagging, construction lathe, or other means to mark the boundary. All construction personnel shall be notified as to the existence of the buffer zone and to avoid entering the buffer zone during the nesting season. No ground disturbing activities shall occur within this buffer until the avian biologist has confirmed that breeding/nesting is completed and the young have fledged the nest. Encroachment into the buffer shall occur only at the discretion of the qualified biologist. **Plan Requirements/Timing:** This condition shall be printed on all building and grading plans. **Monitoring:** CDD shall check plans prior to issuance of a Grading or Building Permit and shall spot check in the field. The qualified biologist shall attend the pre-grading meeting with the grading contractors to explain and coordinate the requirements of the monitoring program. A report summarizing the results of the nesting bird survey and monitoring activities shall be prepared and submitted to CDD once all survey and monitoring activities are completed.

15. The Diesel Particulate and NOx Emission Reduction Measures, as described in the attached Air Pollution Control District letter dated January 12, 2017, should be implemented during construction activities. **Plan Requirements:** All requirements shall be shown on grading and building plans. **Timing:** Condition shall be adhered to throughout all grading and construction

activities. **Monitoring:** CDD shall ensure measures are on plans. Grading and Building Inspectors shall spot check and ensure compliance onsite.

16. The following energy-conserving techniques shall be incorporated unless the applicant demonstrates their infeasibility to the satisfaction of CDD staff:

a. installation of low NO_X residential and commercial water heaters and space heaters per specifications in the Air Quality Attainment Plan;
b. installation of heat transfer modules in furnaces;
c. use of light colored water-based paint and roofing materials;
d. installation of solar panels for residential water heating systems and other facilities and/or the use of water heaters that heat water only on demand;
e. use of passive solar cooling/heating;
f. use of natural lighting;
g. use of concrete or other non-pollutant materials for parking lots instead of asphalt;
h. installation of energy efficient appliances;
i. installation of energy efficient lighting;
j. use of landscaping to shade buildings and parking lots;
k. installation of sidewalks and bikepaths;
l. installation of covered bus stops to encourage use of mass transportation.

Plan Requirements and Timing: The applicant shall incorporate the listed provisions into building and improvement plans or shall submit proof of infeasibility prior to approval of a Building Permit. **Monitoring:** Building Inspector shall site inspect to ensure development is in accordance with approved plans prior to occupancy clearance. Planning staff shall verify landscape installation in accordance with the approved Landscape Plan.

17. In the event archaeological remains are encountered during grading, work shall be stopped immediately or redirected until a CDD-qualified archaeologist and Native American representative are retained by the applicant to evaluate the significance of the find pursuant to Phase 2 investigations of the City Archaeological Guidelines. If remains are found to be significant, they shall be subject to a Phase 3 mitigation program consistent with City Archaeological Guidelines and funded by the applicant. **Plan Requirements/Timing:** This condition shall be printed on all building and grading plans. **Monitoring:** CDD shall check plans prior to issuance of a Grading or Building Permit and shall spot check in the field.

18. The recommendations outlined in the project-specific 2016 Geotechnical Engineering Investigation Report prepared by Workman Engineering Consulting shall be followed in the construction of the subject buildings, and the applicants shall be required to have the project engineering geologist onsite to observe all excavations prior to placement of compacted soil, gravel backfill, or rebar and concrete. **Plan Requirements/Timing:** Two copies of the preliminary foundation investigation shall be submitted with the building plans for building permit plan check. Applicable plan sheets (i.e., grading, foundation, etc.) shall be in substantial compliance with the recommendations outlined in the soils report. The project engineering geologist shall be onsite during excavation, recompaction and foundation preparation work, as

applicable. **Monitoring:** Building Inspector shall review and approve building plans and shall site inspect during construction, prior to occupancy clearance.

19. Prior to issuance of a Building Permit, the applicant shall submit proof of exemption or a copy of the Notice of Intent and shall provide a copy of the required Storm Water Pollution Prevention Plan (SWPPP) to CDD. A copy of the SWPPP must be maintained on the project site during grading and construction activities. **Monitoring:** CDD shall review the documentation prior to issuance of a Building Permit. CDD shall site inspect during construction for compliance with the SWPPP. All provisions and mitigation control measures in the Storm Water Pollution Prevention Plan (SWPPP) shall be implemented. **Timing:** Continuous throughout site preparation, grading and construction activities.

20. The applicant shall design the proposed bioretention basin for review and final approval by each easement holder of the onsite 20-foot-wide drainage and utility easement and obtain all necessary permits as described in the attached Carpinteria Sanitary District letter dated July 30, 2018. **Plan Requirements/Timing:** Prior to final map acceptance, the applicant shall submit plans for the bioretention basin to be reviewed and approved by CDD, affected agencies, easement holders, and the ARB, as applicable.

21. Structures shall be designed to earthquake standards of the California Building Code. **Plan Requirements/Timing:** Prior to plan check, the applicant shall submit building plans indicating standards to the satisfaction of the Building and Safety Division. **Monitoring:** Building Inspector shall site inspect prior to occupancy clearance.

22. The applicant shall provide one (1) upper-moderate income dwelling unit (Lot 1) with an average sales price affordable to households earning 121% of Area Median Income (AMI). **Plan Requirements/Timing:** Prior to final map clearance, the applicant shall enter into and record an *Agreement to Provide Affordable Housing*, which shall include a model *Restrictive Covenant and Preemptive Right*. The *Covenant* shall be executed and recorded by the purchaser of the affordable unit. The *Agreement* and *Covenant* shall be based on the City's model documents, as they may be amended from time to time, and subject to the review and approval of CDD and the City Attorney. These shall specify that the unit remain affordable for a period of 30 years. The 30-year period shall be restarted when the unit is sold or transferred, for a maximum period of 90 years unless preempted by state or federal programs, and the running of the covenant shall be tolled during any period of violation. In addition, the *Agreement* and *Covenant* shall include provisions describing marketing and lottery requirements for the initial sale of the unit; requiring income eligibility of prospective buyers to be determined by the City or its designee; requiring prospective buyers of the affordable unit to sign an *Intent to Reside* statement; requiring a *Notice of Default* and *Notice of Sale*, as well as the Covenant, be recorded with the original and all subsequent deeds, and stating that the maximum sales rate for the affordable unit shall not exceed the maximum levels established by the City Council, consistent with the provisions of the Housing Element and state law.

23. The required external improvements to the affordable unit, as contained in the project description and as approved at final ARB review, shall be constructed concurrent with the construction of the market rate units and prior to occupancy clearance. **Plan Requirements/Timing:** Prior to final map clearance, this requirement shall be included in the *Agreement to Provide Affordable*

Housing and shall be printed on all grading and building plans. **Monitoring:** CDD shall ensure compliance during construction and prior to occupancy clearance.

24. In compliance with the Water Conservation in Landscaping Act of 2006 (Assembly Bill 1881, Laird) as amended by the May 29, 2015 Information Bulletin 2015-03 from the Department of Housing and Community Development and Chapter 15.90 of the City's Municipal Code: Water Efficient Landscaping, a Landscape Documentation Package containing the following elements shall be prepared by a design professional: PROJECT INFORMATION; WATER EFFICIENT LANDSCAPE WORKSHEET; SOIL MANAGEMENT REPORT; LANDSCAPE DESIGN PLAN; IRRIGATION DESIGN PLAN; and GRADING DESIGN PLAN. The preparation of a Certificate of Completion containing the following elements shall also be prepared by a design professional: CERTIFICATION OF INSTALLATION (per the approved plan); FINAL SOILS INFORMATION; IRRIGATION SCHEDULING PARAMETERS; MAINTENANCE SCHEDULES; and IRRIGATION AUDIT REPORT. **Plan Requirements and Timing:** Prior to approval of a Building Permit for each lot, the applicant shall submit a Landscape Documentation Package to the CDD for review and approval. The CDD shall send a copy of the Documentation Package to the Carpinteria Valley Water District. The applicant shall enter into an agreement with the City to install required landscaping and irrigation and maintain required landscaping for the life of the project. Subsequent to installation of the approved Grading, Landscape and Irrigation Plans, the applicant shall submit a Certificate of Completion to CDD for review and approval. The Landscape Documentation Package and Certificate of Completion forms are available at the CDD, and are required to be approved by the CDD prior to Occupancy Clearance. **Monitoring:** CDD shall conduct site visits to ensure installation and maintenance of landscape and irrigation.

25. Two Landscape performance securities shall be provided by the applicant prior to issuance of a Building Permit; one equal to the value of installation of the landscape and irrigation improvements (labor and materials) and one equal to the value of maintenance of the landscape and irrigation for two years. The amounts must be accepted by CDD. Changes to approved landscape plans may require a substantial conformity determination or an approved change to the plan. The installation security shall be released upon satisfactory installation of all landscape and irrigation items. If plants and irrigation have been established and maintained, CDD may release the maintenance security two years after installation. If such maintenance has not occurred, the plants or improvements shall be replaced and the security held for another year. If the applicant fails to either install or maintain according to the approved plan, CDD may collect the security and complete work on the subject property. Landscaping shall be maintained for the life of the project. **Timing:** Prior to issuance of a Building Permit. **Monitoring:** CDD shall inspect landscaping and improvements for compliance with approved plans prior to authorizing release of both installation and maintenance securities.

26. During construction, washing of concrete trucks, paint, equipment or similar activities shall occur only in areas where polluted water and materials can be contained for subsequent removal from the site. Wash water shall not be discharged to the storm drains, street, drainage ditches, creeks or wetlands. The location of the washout area shall be clearly noted at the construction site with signs. **Plan Requirements:** The applicant shall designate a washout area, acceptable to CDD, and this area shall be shown on the construction and/or grading and building plans. **Timing:** The wash off area shall be designated on all plans prior to issuance of a Grading or

Building Permit. The washout area shall be in place and maintained throughout construction. **Monitoring:** CDD shall check plans prior to issuance of a Grading or Building Permit and staff shall site inspect throughout the construction period to ensure proper use and maintenance of the washout area.

27. Construction activity for site preparation and for future development shall be limited to the hours between 7:00 a.m. and 5:00 p.m., Monday through Friday. No construction shall occur on State holidays (e.g., Thanksgiving, Labor Day). Construction equipment maintenance shall be limited to the same hours. Non-noise generating construction activities such as interior painting are not subject to these restrictions. **Plan Requirements:** Two signs stating these restrictions shall be provided by the applicant and posted on site. **Timing:** Signs shall be in place prior to the beginning of and throughout all grading and construction activities. Violations may result in suspension of permits. **Monitoring:** Building Inspector shall spot check and respond to complaints.

28. Construction vehicles and equipment shall not be left idling for longer than five minutes when not in use. **Plan Requirements:** The notes on all building and grading plans shall include these requirements. **Timing/Monitoring:** CDD shall monitor implementation of this measure throughout building and grading.

29. Construction equipment shall be properly maintained and all internal combustion engine driven machinery with intake and exhaust mufflers and engine shrouds, as applicable, shall be in good condition and appropriate for the equipment. Equipment engine shrouds shall be closed during equipment operation. Whenever feasible, electrical power shall be used to run air compressors and similar power tools rather than diesel equipment. The developer shall require all contractors, as a condition of contract, to maintain and tune-up all construction equipment to minimize noise emissions. **Plan Requirements:** The notes on all building and grading plans shall include these requirements. **Timing/Monitoring:** CDD shall monitor implementation of this measure throughout building and grading.

30. All noise from construction workers' radios shall be controlled to a point that they are not audible at sensitive receptors near construction activity. **Plan Requirements:** The notes on all building and grading plans shall include these requirements. **Timing/Monitoring:** CDD shall monitor implementation of this measure throughout building and grading.

31. Facilities for the disposal of solid waste (trash, recycling, green waste) shall be stored and screened from all views except when staged for servicing by the City's franchise solid waste hauler. For individual units, solid waste bins shall be stored in individual units' garages or private fenced yard areas. **Monitoring:** CDD shall spot check and respond to complaints.

32. To prevent construction and/or employee trash from blowing offsite, covered receptacles shall be provided onsite prior to commencement of grading or construction activities. Waste shall be picked up weekly or more frequently as directed by CDD staff. **Plan Requirements and Timing:** Prior to Building Permit issuance, applicant shall designate and provide to CDD the name and phone number of a contact person to monitor trash/waste and organize a clean-up crew. Trash control shall occur throughout all grading and construction activities. **Monitoring:** CDD shall inspect periodically throughout grading and construction activities.

Faith Lutheran Church Lot Split and New Residences
Conditions of Approval
City Council Hearing: 12-10-2018

CONDITIONAL USE PERMIT CONDITIONS

33. This Conditional Use Permit Revision is not valid until a Building Permit for the development and/or use has been obtained. Failure to obtain said Building Permit shall render this Conditional Use Permit Revision null and void. Prior to the approval of the Building Permit, all of the conditions listed in this Conditional Use Permit Revision that are required to be satisfied prior to approval of a Building Permit must be satisfied. Upon issuance of the Building Permit, the Conditional Use Permit Revision shall be valid. The effective date of this Permit shall be the date of expiration of the appeal period, or if appealed, the date of action by the City Council).

34. If the Planning Commission determines at a noticed public hearing that the permittee is not in compliance with any permit condition(s), pursuant to the provisions of the Carpinteria Municipal Code, the Planning Commission is empowered, in addition to revoking the permit pursuant to said section, to amend, alter, delete or add conditions to this permit.

35. Any use authorized by this Conditional Use Permit Revision shall immediately cease upon expiration or revocation of this Conditional Use Permit Revision. Any Building Permit issued pursuant to this Conditional Use Permit Revision shall expire upon expiration or revocation of the Conditional Use Permit. Conditional Use Permit renewals must be applied for prior to expiration of the Conditional Use Permit.

36. The applicant's acceptance of this permit and/or commencement of construction and/or operations under this permit shall be deemed acceptance of all conditions of this permit by the permittee.

37. If the applicant requests a time extension for this permit, the permit may be revised to include updated language to standard conditions and/or mitigation measures and additional conditions and/or mitigation measures which reflect changed circumstances or additional identified project impacts. Mitigation fees shall be those in effect at the time of issuance of a Building Permit.

TRACT MAP CONDITIONS

38. Prior to recordation of the tentative map and subject to CDD approval as to form and content, the applicant shall include all of the mitigation measures, conditions, agreements and specific plans associated with or required by this project approval on a separate informational sheet to be recorded with the Final Map. All applicable conditions and mitigation measures of the project shall be printed on grading and/or building plans and shall be graphically illustrated where feasible. For any subsequent development on any parcels created by the project, each set of plans accompanying a Building Permit application shall contain these conditions.

39. If the proposed map is revised from the approved tentative map, or if changes to conditions are sought, approval shall be in the same manner as for the originally approved tentative map.

40. Prior to recordation of the map, applicant shall pay applicable Quimby fees.

41. If the subdivision is to be recorded by units, additional conditions on the tentative map may be imposed by the Planning Commission and/or City Council pursuant to Government Code Section 66456.1.

42. Prior to map recordation, the applicant shall enter into an agreement acceptable to the City Attorney and CDD to reserve reciprocal utility and access easements at the time of conveyance of any parcels. This agreement shall be recorded with the Final Map.

43. Prior to recordation, public utility easements shall be provided at the locations and of widths required by the serving utilities. The subdivider shall submit to the City Surveyor a set of prints of the final map accompanied by a letter from each utility and water and sewer district serving the property stating that the easements shown thereon are acceptable (Santa Barbara County Code Chapter 21, Sec. 21- 30; Ord. No. 2199, Sec. 13).

44. No permits for development, including grading, shall be issued prior to recordation of TM 25,196. Tree removal is excluded from this requirement.

45. Utilities shall be installed underground, as further described in the attached Public Works Conditions of Approval letter dated July 24, 2018.

46. The Tentative Map shall expire three years after approval or conditional approval by the final decisionmaker unless otherwise provided in the Subdivision Map Act, Government Code §66452.6.

CITY RULES & REGULATIONS/LEGAL REQUIREMENTS

47. Before using any land or structure, or commencing any work pertaining to the erection, moving, alteration, enlarging, or rebuilding of any building, structure, or improvement, the applicant shall obtain a Building Permit. These Permits are required by ordinance and are necessary to ensure implementation of the conditions required by the City Council. Before any Permit will be issued by Community Development, the applicant must obtain written clearance from all departments having conditions; such clearance shall indicate that the applicant has satisfied all pre-construction conditions. A form for such clearance is available from Community Development.

48. Approval of the Coastal Development Permit shall expire two years after approval by the City Council unless, prior to the expiration date, substantial physical construction has been completed on the development or a time extension has been applied for by the applicant. The decisionmaker with jurisdiction over the project may grant a time extension for good cause shown, provided a written request, including a statement of reasons for the time limit extension request is filed with Community Development prior to the expiration date.

49. If, at any time, the City determines that there has been, or may be, a violation of the findings or conditions of this Conditional Use Permit and Coastal Development Permit, or of the Municipal Code regulations, a public hearing may be held before the Planning Commission to review this permit. At said hearing, the Planning Commission may add additional conditions, or recommend enforcement actions, or revoke the permit entirely, as necessary to ensure compliance with the Municipal Code, and to provide for the health, safety, and general welfare of the City. The applicant shall reimburse the City for all costs associated with gaining compliance with the original conditions of approval.

50. Any minor changes may be approved by the City Manager and/or Community Development Director. Any major changes will require the filing of a revision application to be considered by the Planning Commission/City Council.

51. All requirements of the City of Carpinteria (including but not limited to public improvements as defined in the City of Carpinteria Municipal Code (CMC), Section 15.16.110) and any other applicable requirements of any law or agency of the State and/or any government entity or District shall be met.

52. The standards defined within the City's adopted model Building Codes (UBC; NEC; UMC; UFC; UPC; UHC) relative to the building and occupancy shall apply to this project.

53. Any and all damage or injury to public property resulting from this development, including without limitation, City streets, shall be corrected or result in being repaired and restored to its original or better condition.

54. No building permits shall be issued for this project prior to meeting all required terms and conditions listed herein. When not specified herein, all conditions shall be satisfied prior to issuance of a building permit or prior to occupancy when allowed by the Community Development Director.

55. To allow time for the utility companies to locate and mark their facilities for the contractor, the applicant shall telephone Underground Service Alert (USA) toll free at 1-800-227-2600 a minimum of 48 hours prior to the start of construction. For best response, provide as much notice as possible, up to 10 working days.

56. Compliance with the attached Departmental and District letters is required as follows:

    a. City of Carpinteria Public Works Department, dated July 24, 2018
    b. Carpinteria Sanitary District, dated July 30, 2018
    c. Carpinteria-Summerland Fire Protection District, dated December 10, 2018
    d. Carpinteria Valley Water District, dated July 20, 2018
    e. Santa Barbara County Air Pollution Control District, dated January 12, 2017

57. All applicable final conditions of approval shall be printed in their entirety on applicable pages of grading/construction or building plans submitted to CDD. These shall be graphically illustrated where feasible. The approved set of plans shall be retained at the construction site for review by the Building Inspector during the course of construction.

58. Prior to issuance of a Building Permit, the applicant shall provide a signed copy of the Conditions of Approval.

59. The applicant shall pay the statutory school fees in effect at the time of issuance of building permits to the Carpinteria Unified School District. **Plan Requirements and Timing:** The applicant shall submit final square footage calculations and a copy of the fee payment to the school district prior to issuance of building permits. **Monitoring:** CDD shall ensure payment is made prior to issuance of a Building Permit.

60. In accordance with Chapter 15.80 of the Carpinteria Municipal Code, the applicant shall pay Development Impact Fees to the City prior to Building Permit issuance. The amount of the fees will be determined at the time the fees are paid.

61. This approval is not valid until Building Permits for the development have been obtained. Failure to obtain said Building Permits shall render this approval null and void. Prior to the approval of the Building Permits, all of the conditions listed in this approval are required to be satisfied.

62. Prior to issuance of a Building Permit for each lot, the applicant shall pay all applicable CDD permit processing fees in full.

63. The owner/applicant/developer ("Owner") hereby agrees to defend, indemnify and hold harmless the City, its officers, employees, agents, consultants and independent contractors ("City's Agents") from any claim, action or proceeding ("Claims") against the City and the City's Agents to attack, review, set aside, void or annul, in whole or in part, the City's approval of the Conditional Use Permit Revision and Coastal Development Permit (the "Project"), or any condition attached thereto, or any proceedings, acts or determinations taken, done or made prior to the approval that were part of the approval process. Owner further agrees to indemnify and hold harmless the City and the City's Agents from any award of attorneys' fees or court costs made in connection with any Claim. Owner further agrees to pay any and all City costs, permit fees, attorneys' fees, engineering fees, license fees and taxes arising out of or concerning the Project, whether incurred prior to or subsequent to the date of approval and that the City's costs shall be reimbursed prior to this approval becoming valid. These commitments of defense and indemnification are material conditions of the approval of the Project. Nothing contained in this condition shall prevent the City or the City's Agents from independently defending any Claim. If the City or the City's Agents decide to independently defend a Claim, the City and the City's Agents shall bear their own attorneys' fees, expenses and costs of that independent defense.

64. In the event that any Condition of Approval imposing a fee, exaction, dedication or other mitigation measure is challenged by Applicant/Owner/Developer/Permittee in an action filed in a court of law or threatened to be filed therein which action is brought within the time period provided by law, this approval shall be suspended pending dismissal of such action, the expiration of the limitation period applicable to such action, or final resolution of such action. If any Condition of Approval is invalidated by a court of law, the entire project shall be reviewed by the City and substitute Conditions of Approval may be imposed.

Approved by the City Council on December 10, 2018

I HAVE READ AND UNDERSTOOD, AND I WILL COMPLY

WITH ALL ABOVE STATED CONDITIONS OF THIS PERMIT

Applicant Date

Property Owner Date

CITY OF CARPINTERIA, CALIFORNIA

Department of Public Works
Memorandum

To: Lucy Graham
Community Development Department

From: Debbie Talarico, Engineer
Department of Public Works

Date: July 24, 2018

Subject: Faith Lutheran Church, 16-1849

The Department of Public Works has reviewed the project submittal dated May 21, 2018 and has the following conditions of approval.

GENERAL CONDITIONS OF APPROVAL

1. An Engineering Permit for the project will be required from the Department of Public Works for proposed on-site grading, excavation and drainage improvements, and all work within the public right-of-way. An inspection deposit and plan check deposit for the Permit will be determined based on the estimated construction cost of the work being performed, as shown on the current fee schedule. Refer to the Engineering Permit Submittal Checklist for submittal requirements.

2. The applicant shall submit grading, drainage and street improvement plans, and associated calculations and/or reports, prepared by a California Registered Civil Engineer in conformance with City Standards. Plans shall include but may not be limited to street, utility and storm drain improvements, and shall be submitted to the Department of Public Works for review and approval prior to issuance of a grading/engineering permit.

3. Prior to issuance of Engineering Permits, an Engineering Cost Estimate shall be submitted with the Grading and Improvement Plans. Each page of the estimate shall be signed and stamped by the applicant's engineer.

4. Prior to issuance of Engineering Permits, faithful performance, and labor and material bonds (each to be 100% of the City Engineer's Estimate for public improvements, 50% for private improvements) shall be filed with the City to cover all public improvements and any on-site grading, drainage improvements and/or retaining walls. A cash deposit in the amount of 10% of the bond amount shall be submitted with each bond.

5. At the time of acceptance of public improvements, the applicant shall submit a set of "Record Drawings" showing any and all changes made to the design plans during the construction period. The "Record Drawings" shall be the original construction tracings or permanent mylar copies of a quality acceptable to the City Engineer.

6. Prior to the release of any securities, a Notice of Completion for all public improvements shall be presented to the applicant.

RIGHT-OF-WAY IMPROVEMENTS CONDITIONS

7. Plans shall be submitted for frontage improvements on Ogan Road and Vallecito Place prior to issuance of Engineering Permits for review by the City Engineer. Any person obtaining a permit to erect, construct, place or replace or relocate a building, structure or dwelling, or to enlarge or make additions thereto in excess of six hundred fifty square feet shall, at the owners expense, shall provide for the plans and construction of curbs, gutters, sidewalks, driveway approaches, base paving, barricades, catch basins and drainpipes along all street and alley frontages in accordance with the standard drawings and standard specifications of the City Engineer, in accordance with Chapter 15.16 of the Carpinteria Municipal Code. Improvements, such as paving, curbs and gutters, shall transition into existing public improvements as required by the City Engineer. Unless otherwise specified, the City utilizes the County of Santa Barbara Engineering Standards.

8. The curb ramp at the intersection of Ogan Road and Vallecito Place shall be reconstructed to comply with Revised Standard Plan R8P A88A.

9. The existing driveway apron on Parcel 1 shall be reconstructed to meet current standards.

10. Landscaping proposed within the City right-of-way shall be reviewed and approved by the Department of Public Works prior to issuance of an Engineering Permit.

11. All improvements in the public right-of-way shall be completed to the satisfaction of the City Engineer prior to the issuance of a Certificate of Occupancy by the Community Development Department.

UTILITY CONDITIONS

12. Prior to occupancy of the project, all new and existing utility services shall be placed underground from the closest point of connection and completed prior to

any paving required for the project. No new utility poles shall be installed. The two existing utility poles along the property line on Ogan Road shall be removed and associated overhead utilities shall be undergrounded. The existing street light shall be mounted on new pole per City's standards. All costs of undergrounding existing utility lines and service laterals shall be borne by the applicant.

13. Existing and proposed easements for all utilities shall be located and described on the engineering plans or the architectural drawings prior to issuance of engineering/building permits.

GRADING CONDITIONS

14. Prior to performing any grading, the applicant shall obtain an Engineering Grading Permit for the site Improvement from the Department of Public Works and pay the required permit deposits/fees. Plans shall be submitted in accordance with the requirements and Standards of Chapter 8.36 of the Carpinteria Municipal Code.

15. A Soils Report shall be submitted with Improvement Plans and Grading/Drainage Plans for review and approval by the City Engineer. The Soils Report shall be prepared by a California Registered Geologist or Soils Engineer and submitted to the Public Works Department. The Report shall address soils engineering and compaction requirements, R-values, and other soils and geology related issues (including liquefaction) and shall contain recommendations addressing the soil quality for grading, excavation, slope, foundation design and construction retaining wall design, where applicable for the project.

16. The applicant shall submit a statement describing source of material to be used for fill and/or location to which excavation material will be removed, routes for hauling material, starting and completion dates, hours of work and methods of controlling dust.

17. The applicant shall submit hydrology/hydraulic calculations signed and stamped by the applicant's engineer determining the adequacy of the proposed drainage system and the adequacy of the existing downstream system. A rainfall frequency of twenty-five (25) years shall be used for sizing piping and inlet structures. If no overland escape is available, 100-year flows shall be used as the basis of design. Santa Barbara County Design Standards shall be utilized. Easements required for drainage shall be described and shown on the Improvement Plans.

STORM WATER MANAGEMENT CONDITIONS

18. An Erosion and Sediment Control Plan must be prepared and submitted to obtain the necessary Grading/Engineering Permit from the City Engineer prior to any grading activity.

19. This project is subject to the requirements of the County of Santa Barbara Technical Guide for Low Impact Development. The applicant shall submit a Storm Water Control Plan (SWCP) complying with the Technical Guide that includes the following elements: identification of potential pollutant sources that may affect the quality of the storm water discharges; the proposed design and placement of structural and non-structural PCRs to address identified pollutants; a proposed Operation and Maintenance Plan; a method for ensuring maintenance of all PCRs over the life of the project; and certification by a licensed civil engineer, architect, or landscape architect.

SOLID WASTE CONDITIONS

20 Sixty-five percent (65%) or more of all construction and demolition debris generated shall be diverted from the landfill, as mandated by Carpinteria Municipal Code. Demolition and/or excess construction materials shall be separated onsite for reuse/recycling or proper disposal (e.g., concrete asphalt). During demolition and grading, separate bins for recycling of construction materials and brush shall be provided onsite. Plan Requirements: This requirement shall be printed on demolition plans. Applicant shall report any self-hauled materials to the City or contract with an approved waste hauler for disposal of construction and demolition debris. Timing: Materials shall be recycled as necessary throughout demolition and grading activities. All materials shall be recycled prior to occupancy clearance. Monitoring: Public Works shall review and approve self-hauled disposal receipts from transfer stations prior to occupancy clearance.

End of Conditions of Approval

RECEIVED
COMMUNITY DEVELOPMENT DEPARTMENT

CARPINTERIA
Sanitary District

5300 Sixth Street
Carpinteria, CA 93013
Phone (805) 684-7214 • Fax (805) 684-7213

July 30, 2018

Ms. Lucy Graham
Community Development Department
City of Carpinteria
5775 Carpinteria Avenue
Carpinteria, California 93013

Subject: Project No. 16-1849-CUPR/TM/CDP
Faith Lutheran Church Homes
1335 Vallecito Place (APN: 003-142-032)

Dear Ms. Graham;

Thank you for the opportunity to provide comments on the subject project. The project applicant proposes to divide an existing 2.7-acre parcel to create eight lots which would include seven residential lots. One of the lots will contain the existing church parsonage and on the remaining six lots the applicant proposes to construct six new single family homes.

SUPERSEDED

The Carpinteria Sanitary District (District) recommends that the following conditions be incorporated into the review/approval process to address sewer system improvements:

1. There is a 20-foot wide utility easement on the west side of the 2.7 acre parcel. Within the easement there is an 8-inch sewer main and an 18-inch diameter storm drain that runs north/south and serves the homes on Vallecito Court. The sewer main is buried approximately four feet below existing grade and the storm drain is approximately 18-inches below grade. The proposed bio-retention basin is in absolute conflict with the pipeline corridor that exists within the easement. Please provide detailed drawings of the bio-retention basin that is proposed to be constructed within this easement.

   No permanent structures may be constructed within the easement and District access through the easement must be maintained. A minimum seven-foot horizontal separation between sewer lines and large plantings is required. Deep rooting trees are not allowed in the easement. The District recommends relocation of the basin out of the pipeline easement.

2. All sewer improvements shall conform to approved District construction standards for materials and methods

3. A sewer construction permit is required for any and all work on the building sewer and lateral sewer that will serve the residential EDUs. The permit shall be procured and applicable fees paid prior to issuance of Building Permits. The applicant shall submit engineered drawings to the District showing any proposed sewer easements, connections, alterations or additions. During the construction phase, it is the applicant's and contractor's responsibility to notify the District of any sewer improvements or modifications not noted on the approved plans.

4. During construction, all installed sewer pipes and fittings shall be inspected by the District prior to placing trench backfill. Failure to request or obtain an inspection will require complete re-excavation and reconstruction of the work. All sewer improvements shall be pressure tested in accordance with District standard procedures prior to final acceptance.

5. The submitted plans show two private sewer laterals that will serve the six new residential units. If the property owner of each new parcel is responsible for their sewer lateral, separate sewer laterals for each parcel must be constructed and easements created. If a Home Owners Association (HOA) is established, and responsible to **maintain the** private sewer laterals, the two laterals serving the six units will be **allowed. The** HOA must provide a letter of responsibility to the District.

6. The project proposes six new single family homes. A single family home is one "equivalent dwelling unit" (EDU). A Development Impact Fee (DIF) shall be paid to the District for each new constructed EDU. Currently, the DIF is $4,750 per EDU; subsequent increases in DIF's are subject to District Board approvals. For the proposed project, a DIF of **$ 28,500** shall be paid to the District prior to issuance of required permits.

7. District sewer service charges (SSC's) are collected through the County of Santa Barbara property tax rolls on an annual basis. Prior to obtaining a Certificate of Occupancy, the applicant shall pay District applicable SSC's due for the period between building occupancy and the following June 30th. The current annual SSC is **$650.33** per EDU.

If you have any questions regarding the comments provided by the District, please contact me at (805) 684-7214, ext. 13.

Sincerely,
CARPINTERIA SANITARY DISTRICT

Lance Lawhon
Engineering Technician

SUPERSEDED

CARPINTERIA
Sanitary District

5300 Sixth Street
Carpinteria, CA 93013
Phone (805) 684-7214 • Fax (805) 684-7213

REC
CITY OF CARPINTERIA

July 13, 2020

Ms. Syndi Souter
Community Development Department
City of Carpinteria
5775 Carpinteria Avenue
Carpinteria, California 93013

Subject: Project No. 16-1849-CUPR/TM/CDP
Faith Lutheran Church Homes
1335 Vallecito Place (APN: 003-142-032)

Dear Ms. Souter;

Thank you for the opportunity to provide comments on the subject project. The project applicant proposes to divide an existing 2.7-acre parcel to create seven lots which would include six residential lots. One of the lots will contain the existing church, a second lot would contain the existing church parsonage and on the remaining five lots the applicant proposes to construct new single family homes.

The Carpinteria Sanitary District (District) recommends that the following conditions be incorporated into the review/approval process to address sewer system improvements:

1. There is a 20-foot wide utility easement on the west side of the 2.7 acre parcel. Within the easement there is an 8-inch sewer main and an 18-inch diameter storm drain that runs north/south and serves the homes on Vallecito Court. The sewer main is buried approximately four feet below existing grade and the storm drain is approximately 18-inches below grade.

2. No permanent structures may be constructed within the easement and District access through the easement must be maintained. A minimum seven-foot horizontal separation between sewer lines and large plantings is required. Deep rooting trees are not allowed in the easement.

3. All sewer improvements shall conform to approved District construction standards for materials and methods.

4. A sewer construction permit is required for any and all work on the building sewer and lateral sewer that will serve the residential EDUs. The permit shall be procured and applicable fees paid prior to issuance of Building Permits. The applicant shall submit engineered drawings to the District showing any proposed

sewer easements, connections, alterations or additions. During the construction phase, it is the applicant's and contractor's responsibility to notify the District of any sewer improvements or modifications not noted on the approved plans.

5. During construction, all installed sewer pipes and fittings shall be inspected by the District prior to placing trench backfill. Failure to request or obtain an inspection will require complete re-excavation and reconstruction of the work. All sewer improvements shall be pressure tested in accordance with District standard procedures prior to final acceptance.

   The project proposes six new single family homes. A single family home is one "equivalent dwelling unit" (EDU). A Development Impact Fee (DIF) shall be paid to the District for each newly constructed EDU. Currently, the DIF is $4,895 per EDU; subsequent increases in DIF's are subject to District Board approvals. For the proposed project, a DIF of **$ 24,475** shall be paid to the District prior to issuance of required permits.

6. District sewer service charges (SSC's) are collected through the County of Santa Barbara property tax rolls on an annual basis. Prior to obtaining a Certificate of Occupancy, the applicant shall pay District applicable SSC's due for the period between building occupancy and the following June 30th. The current annual SSC is **$676.25** per EDU.

If you have any questions regarding the comments provided by the District, please contact me at (805) 684-7214, ext. 13.

Sincerely,
CARPINTERIA SANITARY DISTRICT

Lance Lawhon
Engineering Technician

CARPINTERIA~SUMMERLAND FIRE PROTECTION DISTRICT

December 5, 2018

Lucy Graham
Associate Planner
City of Carpinteria
5775 Carpinteria Avenue
Carpinteria, CA 93013

RE: 16-1849-CUPR/TTM/CDP / Revised Submittal dated 11/30/18
Lot Split and 6 new SFD
APN: 003-142-032 / 1335 Vallecito Place

Dear Lucy Graham:

The following items are necessary for fire protection:

1. Access to this project shall conform to the requirements for the private roads and driveways set forth in the Carpinteria-Summerland Fire Protection District Private Roads and Driveways Standards:
   a. A Fire Department access easement Twenty (20') feet in width shall be created and recorded for lots 2, 5 and 6.
   b. The private road shall be provide with a minimum of sixteen (16') feet of driving surface. A minimum of 13 feet 6 inches of vertical clearance shall be provided and maintained for fire apparatus.
   c. The furthest projection of the exterior wall of all buildings shall be accessible from within 150 feet of a public or private driveway as measured by an unobstructed route around the exterior of the building.

2. Access, when access ways are gated, a Fire District approved key box shall be installed in an accessible location. Prior to installation, the Fire District shall approve the location and type.

3. Roof access must meet the requirements stated in the Carpinteria City Municipal Code.

"Pride in Service"

1140 Eugenia Place, Suite A • Carpinteria, California 93013 • (805) 684-4591 Fax (805) 684-8242

4. Application for address assignment and/or changes for the buildings shall be submitted to the Fire District, Fire Prevention Bureau.

5. Address numbers must be posted at the driveway and on the buildings such that they are visible from the street. Numbers shall be a minimum 4 inches high on a contrasting background.

6. Public fire hydrants supplying the required fire flow within the required driving distance from the structures shall be provided. Existing plan must indicate the location of the fire hydrant nearest to the project address.

7. All new buildings/ structures shall be protected by an approved automatic fire sprinkler system. Prior to installation, plans for the proposed fire sprinkler system shall be designed by a qualified person and submitted to the prevention bureau for approval.

8. Smoke detectors must be installed in all residences in accordance with the National Electric Code Per the provisions of the 2016 California Building and Fire Codes.

9. Per Carpinteria-Summerland Fire District Ordinance No. 2017-03 pertaining to fees and service charges, an additional plans review fee of One Hundred Ninety ($190.00) Dollars is assessed.

10. Pursuant to C.S.F.P.D. Ordinance No. 2017-03 and Carpinteria City Ordinance No. 719, prior to issuance of a "Certificate of Occupancy", the Carpinteria-Summerland Fire Protection District mitigation fee must be paid.

11. Any future changes, including further division, intensification of use, or increase in hazard classification, may require additional conditions in order to comply with applicable fire district development standards.

If you need additional information on Fire District conditions, please contact me at 805-745-2426.

Sincerely,

Ed Foster
Fire Marshal
Fire Prevention Bureau

cc: Applicant

Carpinteria Valley Water District

1301 Santa Ynez Avenue • Carpinteria, CA 93013
Phone (805) 684-2816

BOARD OF DIRECTORS

Polly Holcombe
President
Matthew Roberts
Vice President
Shirley L. Johnson
Alonzo Orozco
Case Van Wingerden

GENERAL MANAGER

Robert McDonald, P.E. MPA

July 20, 2018

Paul Wright
1335 Vallecito Place
Carpinteria, CA 93013

SUBJECT: 1335 VALLECITO PLACE, APN 003-142-032, ACCOUNT NO. 01-010297-00, INTENT TO SERVE LETER FOR A RESIDENTIAL SUBDIVISION

To Whom It May Concern,
Please be advised, this parcel is within the jurisdiction of Carpinteria Valley Water District and therefore is entitled to District water service in accordance with District Rules and Regulations. Currently the District is in a Stage II Drought Emergency; for more information on Ordinance 15-2, please visit the District website www.cvwd.net.

This letter is good for one year from the date of the letter.

Currently the subject parcel is being served by a 1 inch meter (Account No. 01-010297-00), we find no system limitations that would prevent continued service for the addition of the items above. At this time, from existing plans presented dated July 2, 2018, the District has the following conditions and requirements for approval:

- Six new meter and service connections for the additional units.
- The Owner shall pay the capital cost recovery fees associated with the additional units. Please see the attached fee table with the understanding that these fees are subject to change starting July 1 of every year.
- A plan/exhibit showing meter and service location.
- The fire sprinkler demand calculations for review.

Should you have any questions please do not hesitate to contact me at 805-684-2816 ext 103.

Regards,
Carpinteria Valley Water District

Tim Beaman, P.E.
Associate Engineer

C:
File Copy

S:\Development\1335 Vallecito Place\2018_07_20 Intent to Serve Letter.docx

Santa Barbara County
Air Pollution Control District

Our Vision ❋ Clean Air

January 12, 2017

Lucy Graham
City of Carpinteria
Community Development Department
5775 Carpinteria Avenue
Carpinteria, CA 93013

Re: APCD Suggested Conditions on 1335 Vallecito Place, 16-1849-CUPR/TTM/CDP

Dear Ms. Graham:

The Air Pollution Control District (APCD) has reviewed the referenced project, which consists of the proposed lot split to an existing parcel owned by Faith Lutheran Church to create 8 lots including 7 new single family residential lots. One of the new single family residential lots will contain the existing church parsonage at 5110 Ogan Road. Six new homes are proposed for the remaining 6 new lots. Two shared driveways from Vallecito Place would serve the new homes. A portion of the existing paved parking serving the church facilities will be relocated and a major portion of the existing avocado orchard eliminated. Grading consists of 400 cubic yards of cut and 800 cy fill with 400 cy import. The subject property, a 2.70-acre parcel zoned 7-R-1 and identified in the Assessor Parcel Map Book as APN 003-142-032, is located at 1335 Vallecito Place in the City of Carpinteria.

Air Pollution Control District staff offers the following suggested conditions:

1. Standard dust mitigations (**Attachment A**) are recommended for all construction and/or grading activities. The name and telephone number of an on-site contact person must be provided to the APCD prior to grading/building permit issuance.

2. APCD Rule 345, *Control of Fugitive Dust from Construction and Demolition Activities* establishes limits on the generation of visible fugitive dust emissions at demolition and construction sites. The rule includes measures for minimizing fugitive dust from on-site activities and from trucks moving on- and off-site. The rule can be viewed at www.ourair.org/wp-content/uploads/rule345.pdf.

3. The State of California considers particulate matter emitted by diesel engines carcinogenic. Therefore, during project grading, construction, and hauling, construction contracts must specify that contractors shall adhere to the requirements listed in **Attachment B** to reduce emissions of particulate matter (as well as of ozone precursors) from diesel equipment. Recommended measures should be implemented to the maximum extent feasible.

4. All portable diesel-fired construction engines rated at 50 bhp or greater must have either statewide Portable Equipment Registration Program (PERP) certificates or APCD permits prior to grading/building permit issuance. Construction engines with PERP certificates are exempt from APCD permit, provided they will be on-site for less than 12 months.

5. Natural gas-fired fan-type central furnaces with a rated heat input capacity of less than 175,000 Btu/hr and water heaters rated below 75,000 Btu/hr must comply with the emission limits and certification requirements of APCD Rule 352. Please see www.ourair.org/wp-content/uploads/rule352.pdf for more information.

6. Small boilers and water heating units (rated between 75,000 and 2.0 million Btu/hr) must comply with the emission limits and certification requirements of APCD Rule 360. Combinations of units totaling 2.0 million Btu/hr or greater are required to obtain a District permit prior to building permit issuance. Please see www.ourair.org/wp-content/uploads/rule360.pdf for more information and a list of certified boilers (note: any units fired on fuel(s) other than natural gas must be certified by the SBCAPCD on a case-by-case basis, even if the unit is certified when fired on natural gas).

7. At a minimum, prior to occupancy, any feasible greenhouse gas reduction measures from the following sector-based list should be applied to the project:
   - Energy use (energy efficiency, low carbon fuels, renewable energy)
   - Water conservation (improved practices and equipment, landscaping)
   - Waste reduction (material re-use/recycling, composting, waste diversion/minimization)
   - Architectural features (green building practices, cool roofs)
   - Transportation (pedestrian- and bicycle-friendly features such as sidewalks and bike racks)

8. Asphalt paving activities shall comply with APCD Rule 329, *Cutback and Emulsified Asphalt Paving Materials*.

If you or the project applicant have any questions regarding these comments, please feel free to contact me at (805) 961-8893 or via email at NightingaleK@sbcapcd.org.

Sincerely,

Krista Nightingale,
Air Quality Specialist
Technology and Environmental Assessment Division

Attachments: Fugitive Dust Control Measures
Diesel Particulate and NO_x Emission Measures

cc: Scott Ellinwood, FAIA
TEA Chron File

Santa Barbara County
Air Pollution Control District

ATTACHMENT A
FUGITIVE DUST CONTROL MEASURES

These measures are required for all projects involving earthmoving activities regardless of the project size or duration. Proper implementation of these measures is assumed to fully mitigate fugitive dust emissions.

- During construction, use water trucks or sprinkler systems to keep all areas of vehicle movement damp enough to prevent dust from leaving the site. At a minimum, this should include wetting down such areas in the late morning and after work is completed for the day. Increased watering frequency should be required whenever the wind speed exceeds 15 mph. Reclaimed water should be used whenever possible. However, reclaimed water should not be used in or around crops for human consumption.
- Minimize amount of disturbed area and reduce on site vehicle speeds to 15 miles per hour or less.
- If importation, exportation and stockpiling of fill material is involved, soil stockpiled for more than two days shall be covered, kept moist, or treated with soil binders to prevent dust generation. Trucks transporting fill material to and from the site shall be tarped from the point of origin.
- Gravel pads shall be installed at all access points to prevent tracking of mud onto public roads.
- After clearing, grading, earth moving or excavation is completed, treat the disturbed area by watering, or revegetating, or by spreading soil binders until the area is paved or otherwise developed so that dust generation will not occur.
- The contractor or builder shall designate a person or persons to monitor the dust control program and to order increased watering, as necessary, to prevent transport of dust offsite. Their duties shall include holiday and weekend periods when work may not be in progress. The name and telephone number of such persons shall be provided to the Air Pollution Control District prior to grading/building permit issuance and/or map clearance.

Plan Requirements: All requirements shall be shown on grading and building plans and/or as a separate information sheet listing the conditions of approval to be recorded with the map. **Timing:** Requirements shall be shown on plans prior to grading/building permit issuance and/or recorded with the map during map recordation. Conditions shall be adhered to throughout all grading and construction periods.

MONITORING: Lead Agency shall ensure measures are on project plans and/or recorded with maps. Lead Agency staff shall ensure compliance onsite. APCD inspectors will respond to nuisance complaints.

Santa Barbara County
Air Pollution Control District

ATTACHMENT B
DIESEL PARTICULATE AND NO_x EMISSION REDUCTION MEASURES

Particulate emissions from diesel exhaust are classified as carcinogenic by the state of California. The following is a list of regulatory requirements and control strategies that should be implemented to the maximum extent feasible.

The following measures are required by state law:

- All portable diesel-powered construction equipment shall be registered with the state's portable equipment registration program OR shall obtain an APCD permit.
- Fleet owners of mobile construction equipment are subject to the California Air Resource Board (CARB) Regulation for In-Use Off-Road Diesel Vehicles (Title 13, California Code of Regulations (CCR), §2449), the purpose of which is to reduce oxides of nitrogen (NOx), diesel particulate matter (DPM), and other criteria pollutant emissions from in-use off-road diesel-fueled vehicles. Off-road heavy-duty trucks shall comply with the State Off-Road Regulation. For more information, see www.arb.ca.gov/msprog/ordiesel/ordiesel.htm.
- Fleet owners of mobile construction equipment are subject to the CARB Regulation for In-Use (On-Road) Heavy-Duty Diesel-Fueled Vehicles (Title 13, CCR, §2025), the purpose of which is to reduce DPM, NOx and other criteria pollutants from in-use (on-road) diesel-fueled vehicles. On-road heavy-duty trucks shall comply with the State On-Road Regulation. For more information, see www.arb.ca.gov/msprog/onrdiesel/onrdiesel.htm.
- All commercial off-road and on-road diesel vehicles are subject, respectively, to Title 13, CCR, §2449(d)(3) and §2485, limiting engine idling time. Idling of heavy-duty diesel construction equipment and trucks during loading and unloading shall be limited to five minutes; electric auxiliary power units should be used whenever possible.

The following measures are recommended:

- Diesel equipment meeting the CARB Tier 3 or higher emission standards for off-road heavy-duty diesel engines should be used to the maximum extent feasible.
- On-road heavy-duty equipment with model year 2010 engines or newer should be used to the maximum extent feasible.
- Diesel powered equipment should be replaced by electric equipment whenever feasible.
- Equipment/vehicles using alternative fuels, such as compressed natural gas (CNG), liquefied natural gas (LNG), propane or biodiesel, should be used on-site where feasible.
- Catalytic converters shall be installed on gasoline-powered equipment, if feasible.
- All construction equipment shall be maintained in tune per the manufacturer's specifications.
- The engine size of construction equipment shall be the minimum practical size.
- The number of construction equipment operating simultaneously shall be minimized through efficient management practices to ensure that the smallest practical number is operating at any one time.
- Construction worker trips should be minimized by requiring carpooling and by providing for lunch onsite.

Plan Requirements: All requirements shall be shown on grading and building plans and/or as a separate information sheet listing the conditions of approval to be recorded with the map. **Timing:** Requirements shall be shown on plans prior to grading/building permit issuance and/or recorded with the map during map recordation. Conditions shall be adhered to throughout all grading and construction periods.

MONITORING: Lead Agency shall ensure measures are on project plans and/or recorded with maps. Lead Agency staff shall ensure compliance onsite. APCD inspectors will respond to nuisance complaints.

Attachment B

Resolution No. 427; City Street Naming Policy

City Council Meeting
February 8, 2021

RESOLUTION NO. 427

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA ESTABLISHING A STREET NAMING POLICY

WHEREAS, State law provides two methods for officially naming an unnamed street, the first by recording a subdivision map on which such street name is shown, and the second by motion of the City Council when such street is already a City road; and

WHEREAS, for the convenience and safety of residents it is generally desirable to name such roads in order that they may be shown on official maps, that street signs may be erected, and that house numbers may be issued; and

WHEREAS, a policy on naming streets is desirable in order to promote orderly development and avoid confusion;

NOW, THEREFORE, BE IT RESOLVED, that the Carpinteria City Council will approve the name of a street only when the following conditions prevail:

1. Reasonably short name.
2. Easy to spell.
3. Not duplicated within the South Coast portion of the County.
4. Personal names to be avoided.
5. Streets making right angle bends will need more than one name, except for circles, etc.
6. Names should, when possible, reflect local surroundings, or historical significance, i.e., Cliff Drive, Bailard Avenue, Via Real.
7. Not all streets need to be suffixed by street, avenue, drive, etc.
8. Standards for suffixes to street names:

    a. North and South--Avenue, Road
    b. East and West--Street, Drive
    c. Major thoroughfare--Road or Hiway
    d. Loop streets--Loop or Circle
    e. Short streets (under 200 feet)--Court, Place, Plaza
    f. Intermediate length streets--Way, Lane

9. Street names should be extended where possible.
10. Planning Commission and City Council reserve the final right to change name of street.

PASSED, APPROVED and ADOPTED this 27th day of March, 1972.

Mayor, City of Carpinteria

ATTEST:

City Clerk, City of Carpinteria

STATE OF CALIFORNIA)
) ss.
COUNTY OF SANTA BARBARA)

I, Duane F. Wroe, City Clerk of the City of Carpinteria, California, do hereby certify that the foregoing Resolution No. 427 was duly and regularly introduced and adopted by the Carpinteria City Council at a meeting held March 27, 1972 by the following vote:

Ayes:	Allan R. Coates, Jr. Margaret M. Mills Henry Camacho Raymond E. Seider Ernest C. Wullbrandt
Noes:	None
Abstaining:	None

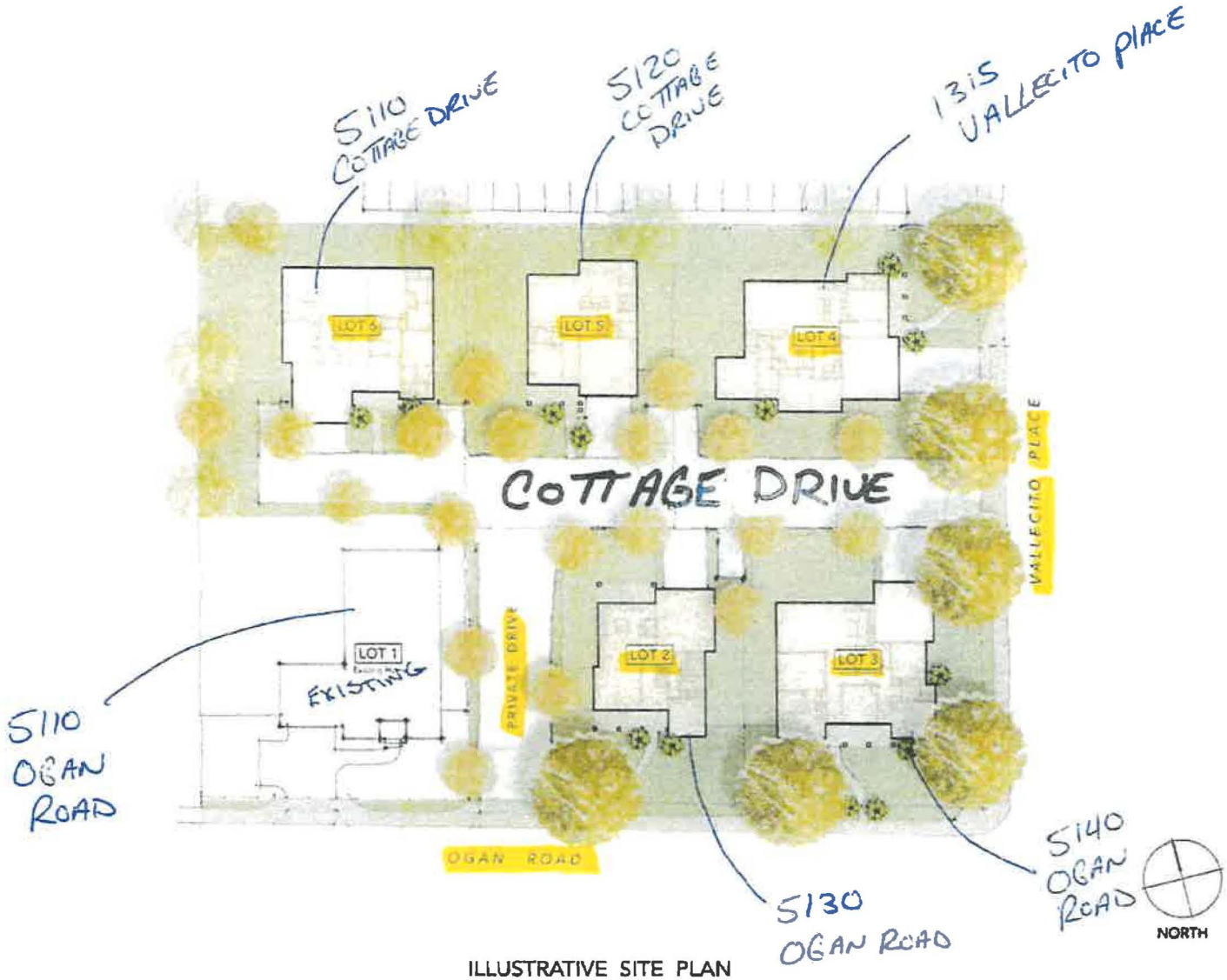
City Clerk, City of Carpinteria

(SEAL)

Attachment C

Carpinteria-Summerland Fire Protection District Street Name Approval

City Council Meeting
February 8, 2021



ILLUSTRATIVE SITE PLAN

FRANCISCAN DEVELOPMENTS, INC.
1300 SANTA BARBARA ST. STE. B
SANTA BARBARA, CA 9

THE COTTAGES
Carpinteria, CA

FDS FOURNIER DESIGN STUDIO

CARPINTERIA-SUMMERLAND
FIRE PROTECTION DISTRICT
APPROVED
Above approval is subject to compliance with applicable codes and ordinances and on-site visual inspection.
BY: _____ DATE: 12/22/2020

Attachment D

Tract Map No. 25,196 Exhibit

City Council Meeting
February 8, 2021

TRACT MAP NO. 25,196

BEING A SUBDIVISION OF PARCEL "A" OF PARCEL MAP NO. 25081 RECORDED IN BOOK 22, AT PAGE 46 OF PARCEL MAPS, CITY OF CARPINTERIA, COUNTY OF SANTA BARBARA, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, STATE OF CALIFORNIA.

MAY 2020

DODSON LAND SURVEYING
4588 ALHAY DRIVE
SANTA BARBARA, CALIFORNIA 93110
PH. (805) 681-1615

OWNERS STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR HAVE AN INTEREST IN THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN ON THE ANNEXED MAP, AND THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS CLEAR TITLE TO SAID LAND. WE CONSENT TO THE PREPARATION AND RECORDATION OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE DISTINCTIVE BORDER LINES OF THIS MAP. WE HEREBY DEDICATE TO THE CITY OF CARPINTERIA EASEMENTS FOR PUBLIC UTILITIES AS SHOWN HEREON. WE ALSO HEREBY DEDICATE TO THE CITY OF CARPINTERIA THE EASEMENT FOR EMERGENCY VEHICLE ACCESS AS SHOWN HEREON. WE HEREBY RELINQUISH TO THE CITY OF CARPINTERIA THE RIGHT TO RESTRICT DIRECT VEHICULAR INGRESS AND EGRESS FROM VALLECITO PLACE ALONG LOT 3 AND OCAN ROAD ALONG LOTS 2 AND 3 AS SHOWN HEREON. WE ALSO HEREBY DEDICATE THE EASEMENTS SHOWN HEREON FOR THE PURPOSES SET FORTH.

FAITH LUTHERAN CHURCH OF CARPINTERIA, CALIFORNIA, A CALIFORNIA CORPORATION

BY: _____
PAUL WRIGHT, PRESIDENT

LUTHERAN CHURCH EXTENSION FUND–MISSOURI SYNOD, A MISSOURI NONPROFIT CORPORATION

BY: _____
GERALD S. KIRK, CHIEF CREDIT AND ADMINISTRATION OFFICER

AS BENEFICIARY FOR LUTHERAN CHURCH EXTENSION FUND – MISSOURI SYNOD A MISSOURI NONPROFIT CORPORATION UNDER THE DEEDS OF TRUST RECORDED SEPTEMBER 6, 2013 AS INSTRUMENT NO. 13-49639 AND OCTOBER 26, 2016 AS INSTRUMENT NO. 16-57108

ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

ON _____, 202_, BEFORE ME, _____
PERSONALLY APPEARED GERALD S. KIRK WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF MISSOURI THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE: _____

PRINTED: _____

MY COMMISSION EXPIRES: _____

ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

ON _____, 2020, BEFORE ME, _____
(INSERT NAME AND TITLE OF THE OFFICER), PERSONALLY APPEARED _____
_____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE: _____

PRINTED: _____

COMMISSION NO: _____

MY COMMISSION EXPIRES: _____

PRINCIPAL OFFICE LOCATED IN COUNTY OF: _____

SIGNATURE OMISSIONS

THE SIGNATURES OF THE FOLLOWING EASEMENT HOLDERS HAVE BEEN OMITTED UNDER PROVISIONS OF SECTION 66436(a)(3)(A)(i) OF THE GOVERNMENT CODE (STATE SUBDIVISION MAP ACT)

RICHARD GODKIN ET AL, HOLDERS OF AN EASEMENT FOR UNDERGROUND PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED MAY 22, 1979 AS INSTRUMENT NO. 79-22754 OF OFFICIAL RECORDS AS SHOWN HEREON.

SOUTHERN CALIFORNIA EDISON, HOLDERS OF AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED OCTOBER 26, 1979 AS INSTRUMENT NO. 79-50744 OF OFFICIAL RECORDS AS SHOWN HEREON.

SOUTHERN CALIFORNIA EDISON, HOLDERS OF AN EASEMENT OF OVERHEAD UTILITY ENCROACHMENT AND INCIDENTAL PURPOSES AS SHOWN ON PARCEL MAP 25081 FILED IN BOOK 22 OF PARCEL MAPS AT PAGE 46 AS SHOWN HEREON.

VICINITY MAP

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF FAITH LUTHERAN CHURCH OF CARPINTERIA, CALIFORNIA, A CALIFORNIA CORPORATION IN MARCH 2020. I HEREBY STATE THAT THIS TRACT MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY. ALL MONUMENTS SHOWN ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, AND THAT THEY ARE SUFFICIENT TO ENABLE THIS SURVEY TO BE RETRACED.

_____ _____
DENNIS M. DODSON DATE
P.L.S. 7234
LICENSE EXPIRATION DATE:
12/31/22

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2021 AT _____ IN BOOK ____ OF MAPS AT PAGES _____ TO _____, RECORDS OF SANTA BARBARA COUNTY, CALIFORNIA AT ____ M. AT THE REQUEST OF DENNIS M. DODSON, P.L.S. 7234.

FEE: _____

JOSEPH E. HOLLAND BY _____
COUNTY CLERK, RECORDER AND ASSESSOR DEPUTY

CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES HAVE BEEN COMPLIED WITH AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT, AND THAT THE TRACT MAP AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF.

BY _____
MARK C. REINHARDT, P.L.S. 6392
CITY SURVEYOR, CITY OF CARPINTERIA

CLERK OF THE BOARD STATEMENT:

I, JACQUELYNE ALEXANDER, CLERK OF THE BOARD OF SUPERVISORS OF SANTA BARBARA COUNTY, DO HEREBY STATE THAT PURSUANT TO GOVERNMENT CODE SECTION 66434 (STATE SUBDIVISION MAP ACT) THAT THE CERTIFICATES AND DEPOSITS REQUIRED UNDER GOVERNMENT CODE SECTION 66492 AND SECTION 66493 (STATE SUBDIVISION MAP ACT) ON THE PROPERTY WITHIN THIS SUBDIVISION HAVE BEEN FILED AND MADE.

JACQUELYNE ALEXANDER BY _____
CLERK OF THE BOARD DEPUTY
OF SUPERVISORS OF
SANTA BARBARA COUNTY DATE _____

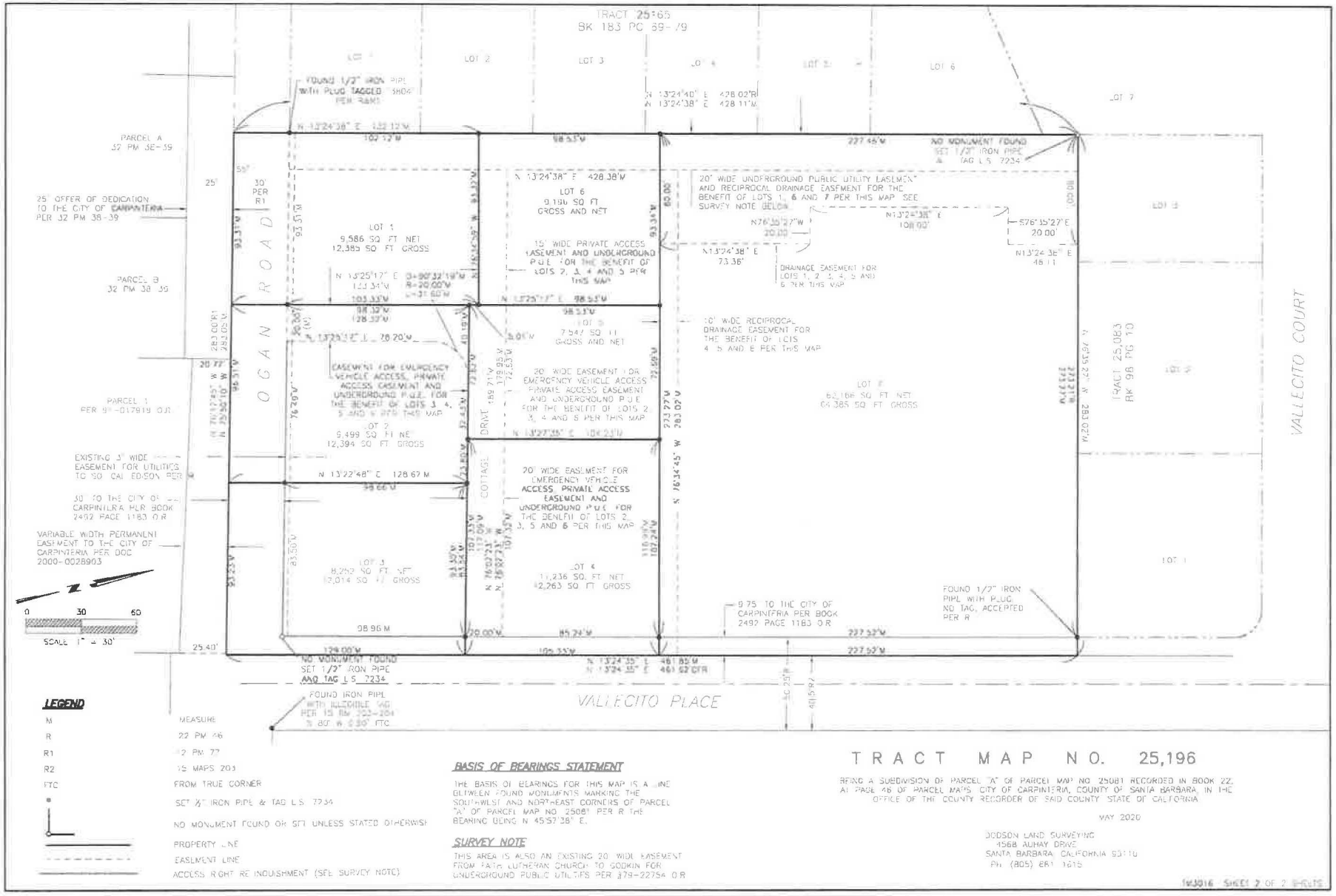
CITY CLERK'S STATEMENT:

I HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF CARPINTERIA BY MINUTE ACTION ON THE _____ DAY OF _____, 202_, APPROVED THIS MAP AND ACCEPT ON BEHALF OF THE PUBLIC THE EASEMENTS FOR PUBLIC UTILITIES AS SHOWN HEREON.
WE ALSO ACCEPT THE EASEMENT FOR EMERGENCY VEHICLE ACCESS AS SHOWN HEREON.
WE ALSO ACCEPT THE RIGHT TO RESTRICT DIRECT VEHICULAR INGRESS AND EGRESS FROM VALLECITO PLACE ALONG LOT 3 AND OCAN ROAD ALONG LOTS 2 AND 3 AS SHOWN HEREON.

BY _____ _____
CITY CLERK DATE
CITY OF CARPINTERIA

NOTE:

THIS MAP IS SUBJECT TO CERTAIN CONDITIONS AND INFORMATION INCLUDED IN A "NOTICE" AND RECORDED CONCURRENTLY AS INSTRUMENT NO. _____ OF OFFICIAL RECORDS IN THE OFFICE OF THE SANTA BARBARA COUNTY RECORDER.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Attachment E

Project Covenants, Conditions and Restrictions (CC&Rs)

City Council Meeting
February 8, 2021

RECORDING REQUESTED BY:

AND WHEN RECORDED, MAIL TO:

INMAN LAW GROUP, LLP
Bruce R. Inman, Esq.
3053 Freeport Blvd. #309
Sacramento, CA 95818

DECLARATION

OF

COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

THE COTTAGES CARPINTERIA

If this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, victims of abuse status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

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OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
THE COTTAGES CARPINTERIA

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DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
THE COTTAGES CARPINTERIA

This Declaration of Covenants, Conditions and Restrictions for The Cottages Carpinteria (the "Declaration") is made by Faith Lutheran Church of Carpinteria, California, a California corporation (the "Declarant").

RECITALS

A. Declarant is the owner of that certain real property located in City of Carpinteria, Santa Barbara County, California, which is more particularly described as follows:

> Lots 1 through 6, inclusive, and the Drainage Easement for Lots 1, 2, 3, 4, 5 and 6, all as shown on the Subdivision Map entitled "Tract Map No. 25196", filed for Record on _____, 202_, in Book ___ of Maps, at Page __, Records of Santa Barbara County.

B. Declarant hereby declares that all of the Development shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, and improved subject to the following easements, restrictions, covenants, conditions, and equitable servitudes, all of which are imposed for the attractiveness and desirability of the Development in furtherance of a general plan for the protection, maintenance, subdivision, improvement, and sale of the Development, or any portion thereof.

C. The covenants, conditions, restrictions, reservations, easements, and equitable servitudes set forth herein are covenants running with the land pursuant to California Civil Code Section 1468 and shall be binding upon all persons having any right, title, or interest in any portion of the Development, and may be enforced by Declarant, the Association or by any Owner. **The Development is not a common interest development as defined by California Civil Code Section 4100, and is not subject to the provisions of the Davis-Stirling Common Interest Development Act (California Civil Code Section 4000 et seq.).**

D. The Development consists of six (6) Lots in which five (5) of the Lots are served by a private roadway easement which provides access to and from the Lots and the public roadway. The Development also includes a bio-retention basin located on lot 7 within that certain easement entitled, "Drainage Easement for Lots 1, 2, 3, 4, 5 and 6 Per This Map", as shown on the Subdivision Map. This Declaration establishes a property owners association (the "Association"), of which the Owners of each Lot is a Member, and the Association will maintain the Association Maintenance Area within the Development, which includes, but is not limited to, a private drive, landscaping and a bio-retention basin located on the adjoining lot 7, as shown on the Subdivision Map.

ARTICLE 1 DEFINITIONS

1.1 Definitions, Generally. When the words and phrases described in this Article are used in the Declaration, they will have the meanings set forth in this Article. The singular shall include the plural and the plural the singular unless the context requires the contrary, and the masculine, feminine, and neuter shall each include the masculine, feminine, or neuter, as the context requires. The use of the term "may" in this Declaration indicates discretion or choice, and the use of the term "shall" in this Declaration means

imperative, mandatory or imposing an absolute duty. Except as otherwise provided herein, all capitalized terms used in this Declaration shall have the same meanings as set forth in this Article 1.

1.2 Additional Charges. "Additional Charges" shall mean all costs, fees, charges, and expenditures, including without limitation, interest, late charges, attorneys' fees, Recording and filing fees, and all other costs actually incurred by the Association in collecting and/or enforcing payment of Assessments, fines, and/or penalties.

1.3 Architectural Review Committee. "Architectural Review Committee" shall mean the committee created pursuant to Article 8 of this Declaration.

1.4 Architectural Rules. "Architectural Rules" shall mean the rules and regulations adopted by the Board of Directors pursuant to Section 8.5 of this Declaration.

1.5 Assessment. "Assessment" shall mean a charge levied by the Association against an Owner and his or her Lot as provided in Article 6 of this Declaration. "Assessment" shall include any or all of the following:

(a) Regular Assessments. Regular Assessments, which shall have the meaning set forth in Section 6.5 of this Declaration.

(b) Enforcement Assessments. Enforcement Assessments, which shall have the meaning set forth in Section 6.8 of this Declaration.

(c) Reimbursement Assessments. Reimbursement Assessments, which shall have the meaning set forth in Section 6.7 of this Declaration.

(d) Special Assessments. Special Assessments, which shall have the meaning set forth in Section 6.6 of this Declaration.

1.6 Association. "Association" shall mean The Cottages Carpinteria Community Association, a California nonprofit mutual benefit corporation, its successors and assigns.

1.7 Association Maintenance Area. "Association Maintenance Area" shall mean and include the following, which are described and depicted in attached Exhibit "B":

(a) The private drive described and depicted on the Subdivision Map as "20' Wide Private Fire Department Ingress & Egress Easement, Access and Reciprocal Utility Easement Per This Map", which provides access to Lots 2 through 6, inclusive, within the Development, as well as any signs thereon;

(b) Landscaping, except as provided in subsection 7.2(b), below; and

(c) Bio-retention basin located on lot 7, located within that certain easement entitled, "Drainage Easement for Lots 1, 2, 3, 4, 5 and 6 Per This Map", as shown on the Subdivision Map, and as reserved and granted herein.

Maintenance areas are not common areas as defined in California Civil Code Section 4095.

1.8 Board. "Board" shall mean the governing body of the Association.

1.9 Bylaws. "Bylaws" shall mean the Bylaws of the Association as they may be adopted by the Members and any duly-adopted amendments thereof. Unless the Members adopt a separate set of Bylaws, the provisions of Article 2, below, shall constitute the Association's Bylaws.

1.10 City. "City" shall mean the City of Carpinteria, located in Santa Barbara County, California, and its various departments, divisions, employees and representatives.

1.11 County. "County" shall mean Santa Barbara County, California, and its various departments, divisions, employees and representatives.

1.12 Declarant. "Declarant" shall mean Faith Lutheran Church of Carpinteria, California, a California corporation. The term "Declarant" shall also mean any successor or assign of Declarant, provided a certificate, signed by Declarant and Declarant's successor or assign, is Recorded against the portion of the Development which the successor or assign assumes the rights and duties of Declarant.

1.13 Declaration. "Declaration" shall mean this instrument, as it may be amended from time to time.

1.14 Development. "Development"shall mean the real property described in Recital A, which includes the easement to the bio-retention basin located on lot 7, as shown on the Subdivision Map, together with all Improvements now located or hereafter constructed or installed thereon, and all appurtenances thereto, together with any real property annexed to this Declaration pursuant to a Declaration of Annexation.

1.15 Director. "Director" shall mean a member of the Board.

1.16 Governing Documents. "Governing Documents" shall mean the articles of incorporation, Bylaws, Declaration, Rules (including the Architectural Rules), and the policies and resolutions duly adopted by the Board.

1.17 Improvement. "Improvement" shall mean all structures and improvements including without limitation grading, buildings, landscaping, paving, fences, and signs.

1.18 Lot. "Lot" shall mean any of plot of land shown upon the Subdivision Map.

1.19 Member. "Member" shall mean an Owner, and refer to membership in the Association.

1.20 Mortgage. "Mortgage" shall mean a deed of trust as well as a mortgage in the conventional sense. "First Mortgage" shall mean any Recorded Mortgage on a Lot with first priority over other Mortgages on such Lot. "Mortgagee" shall refer to a beneficiary under a deed of trust as well as to a mortgagee in the conventional sense.

1.21 Owner. "Owner" shall mean any person, firm, corporation or other entity in which fee title to a Lot is vested as shown by the Official Records of the office of the County Recorder, including the purchaser under an installment land contract, but excluding those having such interest merely as security for the performance of an obligation. If a Lot is transferred or conveyed to a trust, the Owner is the trustee or the co-trustees of such trust. A person or entity is not an Owner due to (a) community property or other equitable rights not shown of Record; or (b) rights of adverse possession not shown of Record. Where the context requires, the term "Owner" shall include the members of the Owner's household and the Owner's guests, tenants/lessees and invitees; provided, however, that such persons are not "Owners" for purposes of exercising voting rights in the Association.

1.22 Record; Recordation; Filed. "Record," "Recordation," and "Filed" shall mean, with respect to any document, the recordation or filing of such document in the official records of the County Recorder's office.

1.23 Residence. "Residence" shall mean a residential structure located upon a Lot which is designed for human residential use and occupancy.

1.24 Resident. "Resident" shall mean any person who resides in a Residence on a Lot within the Development whether or not such person is an Owner as defined in this Declaration.

1.25 Rules. "Rules" shall mean the rules and regulations governing the use, occupancy, management, administration, and operation of the Development or any part thereof as adopted and published by the Board from time to time, and the Architectural Rules as adopted and published by the Board from time to time.

1.26 Subdivision Map. "Subdivision Map" shall mean the final subdivision map Filed with the County Recorder for any portion of the Development.

ARTICLE 2 HOMEOWNERS ASSOCIATION

2.1 Management and Operation. The Association, through the Board, shall manage and operate the Development in accordance with the applicable provisions of the Governing Documents and the applicable provisions of California law. The Association shall have all of the powers set forth in the Governing Documents together with general power to do any and all things that a nonprofit mutual benefit corporation may lawfully do under the laws of the State of California, subject only to the limitations upon the exercise of such powers as are expressly set forth in the Governing Documents. The Association is not subject to the Davis-Stirling Common Interest Development Act (California Civil Code Section 4000 et seq.), even though numerous Governing Document provisions impose the same obligations as required by the Act.

2.2 Association Membership.

(a) Ownership Includes Membership. Every Owner of a Lot shall be a Member and shall remain a Member thereof until such time as his or her Lot ownership ceases for any reason. Membership shall be appurtenant to and may not be separated from ownership of a Lot and shall not be transferred, encumbered, pledged, alienated, or otherwise hypothecated in any way, except in connection with the sale or encumbrance of the Lot to which it is appurtenant.

(b) Membership Meeting Notice. The annual meeting of the Members shall be held annually at a date and time established by the Board. Special meetings of the Members may be called at any time by the President or by the Board or pursuant to the written request of Members entitled to cast at forty percent (40%) of the total voting power of the membership. Written notice of annual and special membership meetings shall be emailed at least ten (10) but not more than thirty (30) days before such meeting, to each Member entitled to vote at such meeting. Notice of any meeting of Members shall specify the date, hour, and place of the meeting, and the general nature of those matters which the Board intends to present for action by the Members.

(c) Membership Meeting Quorum. The presence at any meeting, in person or by proxy, of Members entitled to cast at least a majority of the total voting power of the membership shall constitute a quorum for the transaction of any business. If, however, such quorum shall not be present or represented at any meeting, the Members otherwise entitled to vote at that meeting may not transact any business but may adjourn the meeting from time to time, to be reconvened at a

subsequent date which is not less than five (5) days and not more than thirty (30) days from the time of the adjourned meeting, without notice other than announcement at the meeting, until a quorum shall be present or represented. At all meetings of the Members, each Member may vote in person or by proxy.

2.3 Classes of Membership. The Association shall have the following classes of membership:

(a) Class A Members. Each Owner, with the exception of Declarant, shall be a Class A Member of the Association. If a Lot is owned by more than one (1) person, there shall be only one (1) vote with respect to such Lot. Declarant shall become a Class A Member upon the occurrence of the events specified in subsection 2.4(c), below.

(b) Class B Members. The Class B Member shall be Declarant until the occurrence of the events specified in subsection 2.4(c), below.

2.4 Voting Rights of Classes of Members.

(a) Commencement of Voting Rights. Voting rights attributable to the ownership of Lots shall not vest until Assessments against those Lots have been levied by the Association.

(b) Class A Members. Class A Members shall have one (1) vote for each Lot that the Member owns. A Class A Member who has sold his or her property to a purchaser under an installment land contract shall be deemed to have delegated to such purchaser his or her membership rights in the Association. However, the selling Owner shall remain liable for any default in the payment of Assessments by the purchaser until title to the property sold shall be transferred to the purchaser.

(c) Class B Members. The Class B Member shall be entitled to three (3) votes for each Lot owned by Declarant. The Class B membership shall cease and be converted to Class A membership when five-sixths (5/6ths) of the Lots within the Development have been conveyed to Class A Members.

(d) Members Entitled to Vote. Only Members in Good Standing shall be entitled to vote. The tenants or lessees of any Lot within the Development shall have no voting or membership rights in the Association.

(e) Consent of Membership Classes. As long as there are Class A and Class B memberships within the Association, no action by the Association that must have the prior approval of the Members shall be deemed approved by the Members unless approved by the appropriate percentage of both classes of Members. Whenever any provision of this Declaration or any other Governing Document of the Association requires the approval of a prescribed majority of the voting power of the Members "other than Declarant", the intent of the quoted phrase is that the action be approved by the vote or written assent of a bare majority of the Class B voting power, as well as the vote or written assent of the prescribed majority of the total voting power of Members other than Declarant. After all the Class B memberships have been converted into Class A memberships, any such provisions shall be deemed to require the vote or written assent of a bare majority of the total voting power of the Association, as well as the vote or written assent of the prescribed majority of the total voting power of Members other than Declarant.

2.5 Board. The affairs of the Association shall be managed by or under the direction of the Board.

(a) Purpose and Function of the Board. The purpose of the Board is to manage and oversee the maintenance obligations prescribed in this Declaration, and establishing, enforcing, and collecting Assessments for such maintenance obligations.

(b) Authorized Number of Board Members. The affairs of this Association shall be managed by or under the direction of the Board. The initial Board shall be comprised of three (3) persons designated by Declarant, and shall hold office until the first meeting of the membership. Thereafter, the Board shall consist of three (3) Directors. No reduction in the authorized number of Directors shall have the effect of removing any Director before that Director's term of office expires.

(c) Election of Board Members. Except as noted herein, each elected Director shall hold office for a term of two (2) years and until a successor Director has been elected or until the earlier disqualification, death, resignation, or removal of such Director. Any tie in the number of votes cast for candidates shall be decided by random drawing or other method of chance as determined by the Board. There shall be no limitation on the number of consecutive terms to which a Director can be re-elected. The first election of the Board shall be conducted at the first annual meeting of the Members and the terms of office shall be staggered as follows: One (1) Director shall be elected by the votes of Class A Members only, as more particularly described in subsection 2.5(d), below. This initial one (1) elected Director shall serve a term of one (1) year. In addition to the election of the one (1) Director, Declarant shall appoint two (2) Directors pursuant to Declarant's Class B voting rights. The two (2) Directors initially appointed by Declarant at the first annual meeting shall serve a term of two (2) years. Thereafter, term of office of a Director shall be two (2) years.

(d) Special Rule for Election of Director by Class A Members. From the first election of the Board and thereafter for so long as the majority of the voting power of the Association resides with Declarant, or so long as there are Class B memberships in the Association, not less than one-third (1/3rd) of the Board shall be elected solely by the votes of Owners of Lots other than Declarant (i.e. the Class A Members only).

(e) Compensation. No member of the Board shall be compensated for being on the Board. However, upon approval by the Board, any Director may be reimbursed for his or her expenses actually incurred in the performance of his or her duties.

(f) Board Vacancy. Any vacancy occurring on the Board, except a vacancy created by the removal of a Director by Declarant or by the Members or due to an increase in the authorized number of Directors, may be filled by approval of the Board, or if the number of Directors then in office is less than a quorum, by the vote of a majority of the remaining Directors at a meeting of the Board, or by unanimous written consent of the Directors then in office, or by a sole remaining Director. A Director so chosen shall serve the remainder of the term of office of the Director whom he or she replaces. The Members may elect a Director at any time to fill any vacancy not filled by the Directors. If the Board accepts the resignation of a Director tendered to take effect at a future time, the Board or, if the Board fails to act, the Members may elect a successor to take office when the resignation becomes effective.

(g) Board Meetings. The Board shall meet at least semi-annually at a place within the County. Regular and special meetings of the Board shall be open to all Members of the Association, except when the Board meets in executive session. meetings as permitted by the California

Corporations Code. A reasonable time limit for all Members to speak to the Board shall be established by the Board. Except for emergency meetings affecting the safety of Members and executive sessions for matters which by law are reserved for executive session, Members shall be given notice of the day, time, and place of each meeting of the Board, whether regular or special, at least four (4) days prior to such meeting. Notice shall be given to all Members by email and by mail to any Owner who has requested notification of Board meetings by mail, at the address requested by the Owner.

(h) Election of Officers. The Board shall elect the officers. The election of officers shall take place immediately following the election of the Board, or at the first meeting of the Board following each annual meeting of the Members.

2.6 Association Rules. The Board shall have the power and the authority to establish, promulgate, amend, repeal, and enforce such rules and regulations, which shall be known as "Rules", as the Board deems necessary for the management and operation of the Development and the conduct of business and affairs of the Association. The Rules may concern matters pertaining to use of the Association Maintenance Area and parking.

2.7 Manager and Other Personnel. The Board shall have the power and authority to employ a manager and such other persons or entities as the Board shall deem appropriate to assist it in managing the Development and conducting the business and affairs of the Association, as more particularly set forth in the this Declaration and in any Bylaws adopted by the Members.

2.8 Capital Improvements. The Board shall have the power and authority to provide for the construction, reconstruction, installation, or acquisition of capital improvements upon the Association Maintenance Area, provided that in any fiscal year expenditures for capital improvements shall not exceed five percent (5%) of the budgeted gross expenses of the Association for that fiscal year except upon the approval of at least a majority of each class of Members. This limitation shall not apply to the expenditure of any funds accumulated in a reserve fund for capital improvements so long as the expenditure is for the purpose for which the fund was established nor shall it apply to any reconstruction governed by Article 12 of this Declaration. For purposes of this Section "capital improvements" is defined as any (i) substantial discretionary addition to the Association Maintenance Area, (ii) voluntary significant upgrade to Association Maintenance Area materials, or (iii) discretionary material alterations to the appearance of the Development.

2.9 Transfer or Dedication of Association Maintenance Area to Public Agency or Utility. The Board shall have the power to dedicate or transfer all or any part of the Association Maintenance Area to a public agency, authority or utility or other person or entity for such purposes and subject to the "Conditions of Approval" (Project No. 16-1849-CUPR/TM/CDP) and such conditions as may be agreed to by the Board, and upon the approval of at least a majority of each class of Members.

2.10 Borrow Money. The Board shall have the power to borrow money in the name of the Association with the written consent of four (4) of the six (6) Members.

2.11 Dissolution. So long as there is any lot, parcel or area for which the Association is obligated to provide management, maintenance, preservation or control, the consent of all Members, the City, and the fire department having jurisdiction over the Development must be obtained for the Association to (i) transfer all or substantially all of its assets, or (ii) file a certificate of dissolution.

2.12 Limitation of Liability. Neither the Association or its Directors, officers, employees, agents or committee members (collectively and individually referred to as the "Released Party") shall be personally liable for damages or in equity to any of the Members, or to any other person, for any error or omission in

the discharge of their duties and responsibilities or for their failure to provide any service required hereunder or pursuant to the Governing Documents, even if such Released Party is negligent, provided that such Released Party has not acted in bad faith. This standard of care and limitation of liability shall extend, without limitation, to matters such as (i) the establishment of the Association's annual financial budget, (ii) the funding of Association reserve accounts, (iii) the discharge of the Association's maintenance, repair and replacement obligations, (iv) the enforcement of the Governing Documents, and (v) to any other fiduciary duties or responsibilities imposed by law or the Governing Documents.

ARTICLE 3 ASSOCIATION MAINTENANCE AREA

3.1 Purpose of Association Maintenance Area. Subject to the provisions of the Declaration, the Association Maintenance Area shall be held, maintained, and used to meet the common interests of the Owners, the members of the Owners' households, and the Owners' tenants, and guests as provided in the Governing Documents.

3.2 Acceptance of Association Maintenance Area. The Association shall be deemed to have accepted the Association Maintenance Area for maintenance when assessments have commenced.

3.3 Owners Non-Exclusive Easements of Enjoyment. Every Owner and the Association shall have a non-exclusive easement for ingress, egress, use of, and enjoyment in, to, and throughout the Association Maintenance Area. Each such non-exclusive easement shall be appurtenant to and pass with the title to every Lot, subject to the following rights and restrictions:

(a) Adoption of Rules. The right of the Board to establish and enforce reasonable Rules governing the use of the Association Maintenance Area and the facilities thereon including, without limitation, Rules regulating parking upon and use of the Association Maintenance Area roadways, provided that no Owners shall be denied ingress and egress over the Association Maintenance Area roadways to such Owner's Lot;

(b) Perform Obligations. The right of the Association or its authorized agents to perform its obligations under this Declaration, including, without limitation, obligations with respect to construction, maintenance, repair, or replacement for the benefit of the Association Maintenance Area;

(c) Development and Sales Rights. The right of Declarant and its employees, sales agents, prospective purchasers, customers and representatives, to enter upon and to use the Association Maintenance Area for development and sales activities in accordance with Article 15, below. Such use shall not unreasonably interfere with the rights of use and enjoyment of the other Owners as provided herein.

3.4 Assignment of Rights of Use. Upon occupancy of a Lot by a tenant, the Owner shall be deemed to have assigned all such Association Maintenance Area rights exclusively to the tenants of such Lot except that such Owner shall continue to have an easement for ingress and egress to such Owner's Lot to the extent necessary to discharge the Owner's obligations and rights as a landlord. Any Association Maintenance Area rights of enjoyment assigned pursuant to this Section are subject to suspension to the same extent that rights of Owners are subject to suspension as provided in the Governing Documents. It is the express purpose and intent of the provisions of this Section to limit the right of use and enjoyment of the Association Maintenance Area to Residents and their guests.

3.5 Association Maintenance Area Construction. No person or entity other than Declarant or the Association or their duly-authorized agents (i) shall construct, reconstruct, refinish, alter, or maintain any Improvement upon the Association Maintenance Area, (ii) shall make or create any excavation or fill upon the Association Maintenance Area, (iii) shall change the natural or existing drainage of the Association Maintenance Area, or (iv) shall plant, remove, or destroy any seed, plant material, tree, shrub, or other vegetation upon the Association Maintenance Area.

ARTICLE 4 USE RESTRICTIONS

4.1 Offensive Conduct, Nuisances, Noise. No noxious, harmful or offensive activities shall be conducted upon or within any part of the Development, nor shall anything be done thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance, or annoyance to any Residents of the Development, or which shall in any way interfere with their use of the Association Maintenance Area and facilities thereon or the use and enjoyment of their Lots or Residences. Without limiting any of the foregoing, no Resident shall permit noise, including without limitation the barking of dogs or excessively loud music, to emanate from the Resident's Lot, vehicles, or the vehicles of guests and invitees, which would unreasonably disturb another Resident's enjoyment of his or her Lot or of the Association Maintenance Area. Nothing in this Section shall be construed to limit the Association's ability to discharge its duties in accordance with the Governing Documents or otherwise manage the Development. In no event shall outdoor amplified music be permitted after 10:00 P.M.

4.2 Residential Use. Except as specifically provided in Sections 4.3, 4.12 and 4.13, no Lot, or any portion thereof, shall be occupied or used for other than residential purposes.

4.3 Restriction on Businesses. No business of any kind shall be established, maintained, operated, permitted, or conducted within the Development except:

(a) Professional and Administrative. Those professional and administrative occupations as may be permitted by, and which are conducted in conformance with, all applicable governmental ordinances provided that there is no external evidence thereof, and further provided that the Board may, in its complete discretion, prohibit the conduct of any such activities which the Board determines to be incompatible with the nature and character of the Development or which, in the Board's opinion, may or does otherwise negatively impact the quality of life and property values within the Development.

(b) Development and Sales of Residences. As more particularly provided in Article 15, below, Declarant shall be entitled to use Residences as models, sales or rental offices or construction headquarters for the purpose of constructing Residences and marketing of Residences within the Development or for development projects located outside of the Development.

(c) Permitted by Law. Those other businesses which by law must be permitted to be conducted within the Development, including, but not limited to the businesses described in Sections 4.12 and 4.13, below.

4.4 Use of the Association Maintenance Area. All use of the Association Maintenance Area is subject to the Governing Documents. No alterations or additions to the Association Maintenance Area shall be made except as authorized by the Board pursuant to the Governing Documents. Nothing shall be placed, kept, or stored on the Association Maintenance Area without the prior written consent of the Board, except by the Association. Without limiting the foregoing, no Owner shall place rubbish, debris, or other unsightly or unsanitary materials on the Association Maintenance Area. Each Owner shall avoid causing damage to the Association Maintenance Area.

4.5 Vehicles and Parking.

(a) Limitations on Types of Vehicles.

(i) Recreational Vehicles. No storage of boats, trailers, recreational vehicles, campers, or inoperable vehicles shall be permitted within the project. The Board, in its complete discretion and upon such basis and terms as it deems prudent, shall have the power to adopt, modify and repeal Rules permitting the temporary use and parking within the Development of vehicles otherwise prohibited by the provisions of this subsection.

(ii) Commercial Vehicles. No truck, van or commercial vehicle shall be parked, kept or permitted within the Development unless placed or maintained completely within an enclosed garage, except for such limited times as are necessary for deliveries, the performance of maintenance, repair and replacement of Improvements within the Development and other similar situations, and then subject to any Rules adopted by the Board which may include, without limitation, a limit on the time of day or days of the week when such vehicles may be present within the Development. The term "truck, van or commercial vehicles" shall not include sedans or standard size cars, pickup trucks and vans which are used for both business and personal uses, provided that any signs or markings of a commercial or governmental nature on such vehicles shall be unobtrusive as determined by the Board.

(b) Condition of Vehicles. No unreasonably noisy vehicles and no vehicles (including, without limitation, scooters, motorcycles or other motorized devices) emitting foul smelling or offensive exhaust fumes shall be operated within the Development. No dilapidated, unsightly, inoperable, or abandoned vehicle shall be parked, kept or permitted to remain upon any area within the Development unless completely enclosed within a garage. Each vehicle operated or located within the Development shall maintain, and the Board shall have the authority to require written evidence of, current registration which permits the vehicle to be legally operated on public streets.

(c) No Vehicle Repairs. No vehicle maintenance, or repairs of any kind may be made to vehicles within the Development except such emergency repairs as are necessary to remove the vehicle from the Development and except within an enclosed garage.

(d) Parking of Vehicles by Residents.

(i) Garage and Parking Spaces. Vehicles of Owners and Residents shall be parked within a garage or driveway on a Lot, provided such vehicles do not extend into the Association Maintenance Area roadway or a public road.

(ii) Association Maintenance Area Roadway. The Association Maintenance Area private drive is designated as a fire lane and no parking shall be permitted thereon.

(e) Visitor Parking Areas. An Owner's guests and invitees may park vehicles in the Owner's garage or the Owner' driveway. In addition, there are five (5) visitor parking spaces as shown on attached Exhibit "A" subject to the following: Residents shall not park vehicles within the Association Maintenance Area visitor parking spaces. Only vehicles of guests and invitees shall be parked within the visitor parking spaces, provided such vehicles are not parked within the parking spaces overnight for more than two (2) nights within any seven (7) day period. The nominal movement of any vehicle for the purposes of preventing the application of this subsection shall be ineffective. The Board shall have the authority to adopt Rules changing this subsection 4.11(e) as the Board may deem prudent and appropriate.

(f) Fire Lane Towing. Any vehicle parked within a fire department designated fire lane shall be subject to immediate towing. The Association and each Owner shall immediately authorize the towing of any unauthorized vehicle parked within a designated fire lane.

(g) Parking Rules and Enforcement. In order to prevent or eliminate parking problems within the Development, or to further define and enforce the restrictions contained in this Section, the Board shall have the authority to adopt further reasonable rules and restrictions regarding vehicles and parking within the Development as the Board may deem prudent and appropriate. The Board shall also have the power to impose sanctions for violations of provisions of the Governing Documents relating to vehicles and parking. Such authority and power shall include, without limitation:

(i) Towing of Vehicles. The power and authority to cause the towing, at the vehicle owner's expense, of vehicles which are parked within the Development in violation of any of the provisions of the Governing Documents, provided that towing of vehicles of guests and other non-Residents of the Development shall be subject to the provisions of applicable law. Costs incurred by the Association relating to the towing and/or storage of any vehicle parked in violation of any provision of the Governing Documents shall be assessed as a Reimbursement Assessment against the Lot Owner responsible or whose household members, tenants, or guests are responsible for the presence of such vehicle.

(ii) Parking Fines. The power and authority to fix and impose fines for violations of this Section.

4.6 Garages. No garage shall be remodeled or used as a workshop, storage space, hobby facility or for any other use or facility which would interfere with the ability of the Owner of the Lot to accommodate the number of vehicles the garage was originally designed to contain, which shall be enforced by the Association. In no event shall any garage be converted to or used as a living area.

4.7 Compliance with Laws. Nothing shall be done or kept anywhere within the Development which violates any local, state or Federal law, ordinance, statute, rule or regulation.

4.8 Animals.

(a) Owner's Responsibility for Pets. The owner of each pet shall be responsible for immediately removing and disposing of any waste introduced to any portion of the Development by such pet. The Board shall have the power to impose fines and other sanctions for violations of provisions of the Governing Documents relating to pets, including without limitation fines for failure to remove and dispose of pet waste as required by this subsection. Each Owner, Resident, and any person bringing or keeping an animal within the Development shall be absolutely liable to the Association and all other persons for any injury or damage to persons or property caused by the animal brought upon or kept upon the Development by such person or by members of his or her household, tenants, guests, or invitees. Each Owner and Resident shall indemnify the Association and its officers, Directors, and agents against any and all claims, damages, losses, demands, liabilities, and expenses, including but not limited to attorneys' fees, arising out of or resulting from the presence or conduct of any animal brought upon or kept within the Development by the Owner or Resident, members of his or her household, guests, tenants, or invitees. Dog barking audible from within an adjacent Lot's Residence for more than ten (10) minutes within an hour shall constitute a nuisance pursuant to this Declaration.

(b) Pet Rules. The Board may adopt and enforce pet Rules in addition to the provisions of this Section. Such Rules may include, without limitation, regulations regarding the presence of pets on the Association Maintenance Area and requirements that pets be registered with the Association. The Association shall have the right to prohibit the keeping of any animal which constitutes, in the sole and exclusive opinion of the Board, a nuisance or danger to any other person.

4.9 Rental of Lots. An Owner shall have the right to rent his or her Lot subject to the provisions of the Governing Documents, including without limitation the following specific requirements:

(a) Owner Responsibility. Each Owner renting a Lot shall be strictly responsible and liable to the Association for the actions of such Owner's tenant in or about all Lots and Association Maintenance Area and for each tenant's compliance with the provisions of all Governing Documents. An Owner renting a Lot shall provide the tenant with copies of the Governing Documents and all subsequent amendments.

(b) Indemnification of Association. Every Owner of a Lot that is occupied by persons other than the Owner pursuant to a rental agreement or otherwise, agrees to and shall indemnify and defend the Association, its officers, Directors, managers, and agents and shall hold them harmless from any cost, loss, claim, or damages of any kind, including but not limited to attorneys' fees arising out of the conduct or presence of the occupants of the Lot upon the Development, including any such cost, loss, claim or damages arising or alleged to have arisen out of the enforcement or nonenforcement by the Association of the Governing Documents against such occupants. Without limiting the generality of the foregoing, all costs, including attorneys' fees incurred by the Association to enforce the Governing Documents against such occupants, shall be reimbursed to the Association by the Owner and may be assessed by the Association as a Reimbursement Assessment.

(c) Requirements of Written Rental Agreement. Any rental of any Lot, or any portion of the Lot, including but not limited to the Residence, garage, or accessory building, shall be only by written rental agreement which shall expressly provide (i) that it is subject to all of the provisions of the Governing Documents, (ii) that the tenants of such Lot shall comply with all provisions of the Governing Documents, and (iii) that any violation of any provisions of the Governing Documents shall constitute a breach and default of the terms of such rental agreement. The rental agreement shall not attempt to, nor shall any such agreement be effective to, transfer membership in the Association to the lessee. Any lease or rental agreement entered into between an Owner and a tenant shall be for a minimum term of six (6) months.

4.10 Activities Affecting Insurance. Nothing shall be done or kept within the Development which will increase the rate of insurance maintained by the Association without the prior written consent of the Association. No Owner shall permit anything to be done or kept within the Development which would result in cancellation of any insurance policy maintained by the Association or any other Owner.

4.11 No Partition. There shall be no judicial partition of the Development or any part thereof, nor shall any Owner or any person acquiring any interest in the Development or any part thereof seek any judicial partition thereof. Notwithstanding the preceding, if any Lot is owned by two (2) or more co-tenants as tenants in common or as joint tenants, this Section shall not be deemed to prevent a judicial partition by sale as between such co-tenants.

4.12 Family Day Care Centers. No family day care center shall be permitted within the Development except as specifically mandated by California Health and Safety Code Section 1597.40 and other applicable statutes. The owner/operator of any permitted day care facility shall provide the Association with prior written notice as to the facility's operation, and shall comply with all local and state laws regarding the licensing and operation of a day care center and, in addition, shall:

(a) Association Additional Insured. Name the Association as an additional insured on the liability insurance policy or bond carried by the owner/operator of the day care center, in accordance with Health & Safety Code Section 1597.531. This subsection 4.13(a) is intended to be and shall be conclusively deemed to be the written notice to the operator and owner from the Association as specified in Health & Safety Code Section 1597.231;

(b) Indemnify. Defend, indemnify and hold the Association harmless from any claim, demand, loss, liability action or cause of action arising out of the existence and operation of the day care center;

(c) Association Rules. Abide by and comply with the Association's Rules;

(d) Responsibility. Supervise and be completely responsible at all times all persons for whom day care services are provided while such persons are within the Development; and

(e) Proof of Insurance. Cooperate with the Association if the Association's insurance agent or carrier requires proof of insurance, proof of the agreement of the owner or operator of the center to these provisions, or other reasonable requests.

4.13 Community Care Facilities. Except for residential facilities defined as community care facilities under Health & Safety Code Section 1502, no health care facilities operating as a business or charity shall be permitted in the Development. The owner/operator of any permitted community care facility shall provide the Association with prior written notice as to the facility's operation, and shall comply with all local and state laws regarding the licensing and operation of a community care facility and, in addition, shall:

(a) Association Additional Insured. Name the Association as an additional insured on the liability insurance policy or bond carried by the owner/operator of the community care facility;

(b) Indemnify. Defend, indemnify and hold the Association harmless from any claim, demand, loss, liability action or cause of action arising out of the existence and operation of the community care facility;

(c) Association Rules. Abide by and comply with the Association's Rules;

(d) Responsibility. Supervise and be completely responsible at all times all persons for whom community care services are provided while such persons are within the Development; and

(e) Proof of Insurance. Cooperate with the Association if the Association's insurance agent or carrier requires proof of insurance, proof of the agreement of the owner or operator of the community care facility to these provisions, or other reasonable requests.

4.14 Variances. The Board shall be authorized to grant reasonable variances from the provisions of Article 4 of this Declaration upon written application from any Owner provided that the Board determines, in its sole discretion, that the specific application of the restriction to such Owner will (i) cause substantial undue hardship to the Owner, or (ii) fail to further or accomplish the common plan for the Development as contemplated by this Declaration. The Board shall have the power to limit any variance granted in scope or duration or otherwise impose such specific requirements as the Board may, in its complete discretion, see fit to require. Notwithstanding, the Board shall not grant a variance that conflicts with the Conditions of Approval (Project No. 16-1849-CUPR/TM/CDP) or applicable City Codes. The Board shall follow the following procedures in acting on any request for a variance:

(a) Initial Determination by Board. The Board, in its sole discretion, shall make an initial determination whether or not the variance on its face meets the requirements set forth in this Section. If the Board determines that it does not meet the requirement, the variance request shall be denied and the Board shall so notify the applicant within thirty (30) days of the Board's decision. If the Board determines that the variance does meet the requirement, the procedures set forth in the remainder of this Section shall be followed.

(b) Board Hearing. The Board shall conduct a hearing on the variance within forty-five days of the receipt of the written request for a variance. Notice shall be given to all Members not less than fifteen (15) days prior to the date of the hearing. Members may submit comments in writing prior to the hearing and/or appear at the hearing. The Board shall establish a reasonable time limit for Member comments during the hearing. No decision regarding the request for variance shall be made until the conclusion of the hearing.

(c) Board Decision. After the conclusion of the hearing, the Board shall, in its sole discretion, either grant or deny the request for variance in accordance with the standards set forth in this Section. As more fully discussed above, if the Board grants the variance request, the Board may impose such conditions as the Board deems appropriate and shall so notify the applicant within thirty (30) days of the Board's decision.

ARTICLE 5 IMPROVEMENTS TO LOTS/RESIDENCES; DISCLOSURES

5.1 Solar Systems. Subject to limitations imposed by California law, the Board shall be entitled to adopt reasonable regulations regarding the installation of solar systems. These rules may include limitations on placement and design of such systems to the extent necessary to avoid an unsightly appearance from neighboring Lots and the private roadway.

5.2 Drainage. No Owner shall do any work, construct any Improvement, place any landscaping or suffer the existence of any condition whatsoever which shall alter or interfere with the drainage pattern for the Owner's or any adjacent Lots or parcels or Association Maintenance Area as established in connection with the approval of the final Subdivision Map applicable to the Development, except to the extent such alteration in drainage pattern is approved in writing by the Architectural Review Committee, and all other public authorities having jurisdiction. All swales, overland flow, and underground pipes, including sub-drain pipes shall be kept clear of debris and clean to allow for water flow from upstream and adjacent properties.

5.3 Photovoltaic Reception. By acceptance of a deed, all persons acquiring an ownership interest in a Lot within the Development and the Association acknowledge and agree not to allow any landscaping, including trees, to interfere with the reception of any photovoltaic systems located within the Development.

5.4 Exterior Lighting and Fixtures. Any exterior night lighting installed within the Development shall be low intensity, low glare design, minimum height, and shall be hooded to direct light downward onto the subject parcel and prevent spill-over onto adjacent parcels. The Board may establish Architectural Guidelines regarding the placement of holiday lighting and decorations, including, but not limited to, the duration of display prior to and following the celebrated holiday.

5.5 Maintenance Responsibilities. Declarant and subsequent property Owners shall be responsible for maintaining the premises in a clean and orderly condition at all times. This includes but is not limited to the following:

(a) Trash/Recycling. All trash/recycling shall be properly disposed of in the appropriate receptacles provided on site. Owners shall regularly inspect the perimeter of the Development to ensure that trash is not leaving the premises via wind or runoff;

(b) Structures and Improvements. All structures and Improvements within the Development shall maintain a tidy appearance and be kept in good working order; and

(c) Landscaping. All landscaping within the Development shall be adequately maintained.

5.6 Notice of Right to Farm. The Development is located within one (1) mile of a farm or ranch land designated on the current County-level GIS "Important Farmland Map," issued by the California Department of Conservation, Division of Land Resource Protection. Accordingly, the property may be subject to inconveniences or discomforts resulting from agricultural operations that are a normal and necessary aspect of living in a community with a strong rural character and a healthy agricultural sector. Customary agricultural practices in farm operations may include, but are not limited to, noise, odors, dust, light, insects, the operation of pumps and machinery, the storage and disposal of manure, bee pollination, and the ground and aerial application of fertilizers, pesticides, and herbicides. These agricultural practices may occur at any time during the 24-hour day. Individual sensitivities to those practices can vary from person to person. You may wish to consider the impacts of such agricultural practices before you complete your purchase. Please be advised that you may be barred from obtaining legal remedies against agricultural practices conducted in a manner consistent with proper and accepted customs and standards pursuant to Section 3482.5 of the Civil Code or any pertinent local ordinance.

ARTICLE 6 ASSESSMENTS AND LIENS

6.1 Covenant of Owner

(a) Owner's Assessment Obligation. Each Owner of a Lot within the Development, by acceptance of a deed or other conveyance thereof, whether or not it shall be so expressed in such deed or conveyance, shall be deemed to have covenanted and agreed to pay to the Association: (i) Regular Assessments, (ii) Special Assessments, (iii) Reimbursement Assessments, and (iv) Enforcement Assessments levied by the Association as hereinafter provided, together with all Additional Charges. Such deed or conveyance shall be deemed to vest in the Association the right and power to initiate all actions and procedures as the Board shall deem necessary or appropriate for the collection of such Assessments and Additional Charges and for the enforcement of the liens as hereinafter provided.

(b) Owner's Personal Obligation. Each Assessment levied by the Association under this Article, together with all Additional Charges, shall be a separate, distinct, and personal debt and obligation of the Owner against whom it is assessed, and shall bind his or her heirs, devisees, personal representatives, successors, and assigns. Such obligation to pay Assessments and Additional Charges and the right and power of the Association to initiate all actions and procedures for collection shall run with the land, so that each successive Owner or Owners of Record of any Lot shall, in turn, become liable to pay all such Assessments and Additional Charges assessed during the time he or she is Record Owner of such Lot. After an Owner transfers of Record any Lot he or she owns, he or she shall not be liable for any Assessments levied thereafter with respect to such Lot. Such Owner shall remain personally liable, however, for all unpaid amounts due and owing at the time of transfer, together with Additional Charges accruing until time of collection. The seller of any Lot under an installment land contract shall continue to be liable for all Assessments and Additional Charges until a conveyance by deed of such Lot is Recorded.

6.2 Creation of Lien. Each Assessment levied by the Association pursuant to this Declaration, together with all Additional Charges, shall be a charge upon the land and shall be secured by a lien upon the property against which such Assessment is levied notwithstanding the transfer of Record title to such Lot, and any such transfer shall be subject to the Association's lien, provided that, prior to such transfer, a Notice of Delinquent Assessment has been Recorded as provided in this Declaration. The priority of all such liens on each Lot shall be in inverse order so that upon the foreclosure of the lien for any particular charge on any Lot, any sale of such Lot pursuant to foreclosure of the lien will be made subject to all liens securing the respective monthly Assessments and Additional Charges on such Lot for succeeding months. Any reference in the Governing Documents to the right of the Association to utilize the power of foreclose with respect to any Association lien, shall only refer to a judicial action and shall specifically not include any form of non-judicial foreclosure rights set forth in California Civil Code 5700 et seq.

6.3 Purpose of Assessments. The Assessments levied by the Board shall be used exclusively for (i) managing and operating the Development, (ii) conducting the business and affairs of the Association, (iii) maintaining the property values of the Owners and Residents of the Development, (iv) maintaining the Association Maintenance Area and, to the extent provided for in the Governing Documents or by law, the Lots situated within the Development, (v) enforcing the Governing Documents, and/or (vi) otherwise benefitting the Owners.

6.4 Authority of the Board. The Board shall have the power and the duty to levy Regular Assessments and Special Assessments sufficient to meet the Association's obligations under the Governing Documents and applicable law.

6.5 Regular Assessment.

(a) Calculation of Estimated Requirement. Not less than thirty (30) days nor more than ninety (90) days prior to the beginning of each fiscal year, the Board shall complete and distribute to all Owners an estimate of the net funds required by the Association for such fiscal year (including a reasonable amount allocated to contingencies and to a reserve fund for restoration, repair, and/or replacement of those components for which the Association is responsible and which must be repaired or replaced on a periodic basis) to manage, administer, operate, and maintain the Development; to conduct the affairs of the Association; and to perform all of the Association's duties in accordance with this Declaration. The funds required by the Association pursuant to this subsection shall be assessed among the Owners of Lots within the Development as "Regular Assessments" as further provided in this Section 6.5.

(b) Allocation of Regular Assessment. Regular Assessments shall be allocated and assessed equally among the Lots within the Development by dividing the amount by the number of Lots, so that each Lot bears an equal share of the Regular Assessment.

(c) Payment of Regular Assessments. Unless the Board shall designate otherwise, Regular Assessments shall be levied on an annual basis and shall be paid in twelve (12) equal monthly installments during the fiscal year, and each installment shall be due and payable on the first day of each month.

(d) Increases in Regular Assessment. The Board shall not increase the Regular Assessment for any fiscal year above the amount of the Regular Assessment for the preceding fiscal year by more than twenty percent (20%), except upon the affirmative vote or written consent of a majority of Owners. The limitation imposed upon the Board pursuant to this Section 6.5(e) shall not apply to any increase in Regular Assessments required to fund any maintenance, repair, or replacement of any Improvement subject to Section 7.1(b), below.

(e) Commencement of Regular Assessment. Regular Assessments shall commence as to each Lot within the Development on the first day of the first month following the month in which the first conveyance occurs for the sale of a Lot to a person other than Declarant. Each Lot within the Development shall thereafter be subject to its share of the then established annual Regular Assessment. The first annual Regular Assessment shall be pro-rated, if necessary, according to the number of months remaining in the fiscal year established by the Association.

(f) Partial Assessment Exemption for Uncompleted Association Maintenance Area. All Owners, including Declarant, shall be exempt from the payment of that portion of any Regular Assessment which is for the purpose of defraying expenses and reserves directly attributable to the existence and use of any Association Maintenance Area Improvement that is not completed at the time Assessments commence. The Assessment exemption provided by this subparagraph shall be in effect only until the earliest of the following events: (A) a notice of completion of the Association Maintenance Area has been Recorded; or (B) the Association Maintenance Area Improvement has been placed in use.

6.6 Special Assessments.

(a) Purpose of Special Assessments. If at any time during any fiscal year the Regular Assessment proves inadequate for any reason, including nonpayment of any Owner's share thereof or the unexpected repair, replacement, or reconstruction of Improvements located in the Development, or if funds are otherwise required for any authorized activity of the Association, the Board may levy a Special Assessment in the amount of such actual or estimated inadequacy or cost.

(b) Allocation of Special Assessments. Special Assessments shall be allocated and assessed among the Lots within the Development in the same manner as Regular Assessments.

(c) Approval of Special Assessments. Except in the case of an emergency situation, in any fiscal year the Board may not levy Special Assessments which, in the aggregate, exceed five percent (5%) of the budgeted gross expenses of the Association for that fiscal year, except upon the affirmative vote or written consent of a majority of the Owners.

6.7 Reimbursement Assessments. The Association shall levy a Reimbursement Assessment against any Owner and his or her Lot (i) if a failure by such Owner, or any person or pet for whom the Owner is responsible, to comply with any provision of the Governing Documents has necessitated or resulted in an expenditure of funds by the Association to deal with such lack of compliance or to bring such Owner or his Lot into compliance, or (ii) in the event that the Association has expended funds performing repairs as authorized by Section 7.4 of this Declaration or for any other reasons specifically authorized by the provisions of this Declaration. A Reimbursement Assessment shall include any costs, including attorneys' fees, incurred by the Association, including costs of collecting from an Owner any amount which the Owner is obligated to pay to the Association. A Reimbursement Assessment shall be due and payable to the Association when levied.

6.8 Enforcement Assessments. The Board may levy an Enforcement Assessment (and any fine imposed by the Board in accordance with the provisions of the Governing Documents shall be deemed to be such an Enforcement Assessment), for violation of any of the provisions of the Governing Documents. Any Enforcement Assessment shall be due and payable to the Association when levied.

6.9 Failure to Fix Assessments. The failure or omission by the Board to fix or levy any Regular Assessment provided for by the terms of this Declaration before the expiration of any fiscal year, for that fiscal year or the next fiscal year, shall not be deemed either a waiver or a modification in any respect of the provisions of this Declaration, or a release of any Owner from the obligation to pay Assessments or any

installment thereof for that or any subsequent year, but the amount of the Regular Assessment fixed for the preceding fiscal year shall be the amount of the Regular Assessment for the ensuing fiscal year until a new Regular Assessment is levied.

6.10 Offsets. Except as permitted by subsection 6.5(g), above, all Assessments levied by the Board shall be payable in the full amount specified, including any Additional Charges imposed as provided by the terms of this Declaration, and, except as provided in this Section, no offsets against any such amounts shall be permitted for any reason whatsoever, including without limitation a claim that the Association has failed to properly exercise its duties of maintenance or enforcement. Declarant and the Association may enter into a written agreement which permits Declarant to perform Association maintenance obligations or other services in exchange for an offset in Assessments.

6.11 Delinquent Assessments. Any Assessment payment, including any installment payment, shall become delinquent if payment is not received within fifteen (15) days after its due date. There shall be a late charge of ten percent (10%) or ten dollars ($10.00), whichever is greater. A late charge may not be imposed more than once on any delinquent payment, but it shall not eliminate or supersede any charges imposed on prior delinquent payments. Interest also shall accrue on any delinquent payment at the highest rate allowed by law. Interest shall commence thirty (30) days after the Assessment becomes due.

6.12 Collection of Assessments.

(a) Liquidated Damages. The Association may enforce delinquent Assessments, including delinquent installments, by suing the Owner directly on the debt established by the Assessment. If the Association successfully sues an Owner for the nonpayment of Assessments, the Board shall be entitled to collect delinquent Assessments, accompanying late charges, penalties, or interest, reasonable attorneys' fees and costs and liquidated damages for the burden and expense of enforcement. Such liquidated damages shall be sum equal to fifty percent (50%) of (and in addition to) its reasonable attorneys' fees. Such liquidated damages represent a reasonable sum considering the Association's small size, limited resources, and the significant burden placed on the Board to prosecute its collection efforts, and represents a fair and reasonable estimate of the costs that will be sustained by the Association due to the undertaking of an enforcement action, including administrative and other overhead costs. Each Owner by acceptance of the deed to a Lot each acknowledge that proof of actual damages would be costly and inconvenient.

(b) Owners' Consent to Liens. If an Owner is delinquent more than sixty (60) days in the payment of Assessments, the amount of the Assessments, together with any late charges, interest and costs (including reasonable attorneys' fees) attributable thereto or incurred in the collection thereof, shall become a lien upon the Lot of the Owner so assessed upon the Recordation of a notice of delinquent assessment executed by two (2) Directors. The notice of delinquent assessments shall set forth: (i) the amount of the delinquent Assessment(s) and other sums duly imposed pursuant to this Article; (ii) the legal description of the Owner's Lot against which the Assessments and other sums are levied; (iii) the name of the Owner of such Lot; and (iv) the name and address of the Association. Upon payment in full of the sums specified in the Notice of Delinquent Assessment, the Board shall Record a further notice stating the satisfaction and release of the lien thereof and a reasonable charge can be imposed for the preparation and recordation of that release. The lien prescribed by this subsection may only be enforced by judicial action and shall not be enforceable by any form of non-judicial foreclosure or by a power of sale under Civil Code Sections 2924, 2924b, and 2924c. Each Owner by acceptance of the deed to a Lot consents to the Association the right to Record a lien pursuant to this subsection 6.12(b).

6.13 Certificate of Satisfaction and Release of Lien. Upon payment in full of a delinquent Assessment, including any Additional Charges, or the satisfaction thereof, the Board shall Record, in the same manner as the Notice of Delinquent Assessment, a further certificate stating the satisfaction thereof and the release of the lien.

6.14 Priority. The lien of the Assessments provided for under this article, including interest and costs (including attorneys' fees), shall be prior and superior to (a) any declaration of homestead Recorded after the Recordation of this Declaration, and (b) all other liens, except (1) all taxes, bonds, assessments and other levies which, by law, would be superior thereto, and (2) the lien or charge of any First Mortgage of Record made in good faith and for value and Recorded prior to the date on which a lien against the respective Lot was Recorded. Sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to judicial or nonjudicial foreclosure of a First Mortgage shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer. Such foreclosure sale shall not relieve such property from liability for any Assessments and Additional Charges thereafter becoming due, nor from the lien of any subsequent Assessment.

6.15 Association Funds. All Association accounts shall be maintained in one or more banks or other depositories selected by the Board, which accounts shall be clearly designated as belonging to the Association. The Assessments collected by the Association shall be properly deposited into such accounts. The Assessments collected by the Association shall be used for the purposes set forth in Section 6.3, above.

6.16 Waiver of Exemptions. Each Owner, to the extent permitted by law, does hereby waive, to the extent of any liens created pursuant to this Article, the benefit of any homestead or exemption laws of the State of California in effect at the time any Assessment or installment thereof becomes delinquent or any lien is imposed pursuant to the terms of this Article.

ARTICLE 7 MAINTENANCE OF PROPERTY

7.1 Association Maintenance Responsibilities.

(a) Association Maintenance Area, Generally. The Association shall maintain, repair and replace the Association Maintenance Area and all facilities, and Improvements thereon, and all other real and personal property that may be acquired or controlled by the Association, keeping such property in good condition and repair. The Association shall be responsible for providing street cleaning services for the Association Maintenance Area and shall cause any and all other acts to be done which may be necessary to assure the maintenance of the Association Maintenance Area in good condition and repair. The Board shall have the discretion to determine the nature, extent and level of care to be performed by the Association in discharging its obligations under this Article.

(b) Non-Exclusive List of Association Maintenance Components. The Association's responsibility pursuant to this Section shall include, without limitation, the long-term maintenance, repair and replacement of the following elements within the Development:

(i) The private drive described and depicted on the Subdivision Map as "20' Wide Private Fire Department Ingress & Egress Easement, Access and Reciprocal Utility Easement Per This Map", which provides access to Lots 2 through 6, inclusive, within the Development, as well as any signs thereon;

(ii) Landscaping, except as provided in subsection 7.2(b), below; and

(iii) Bio-retention basin located on lot 7, as shown on the Subdivision Map.

(c) Other Association Property. The Association shall maintain, repair and replace all other real and personal property that may be acquired by the Association, keeping such property in good condition and repair.

(d) Annual Records. The Association shall maintain annual records of the maintenance activities and the annual records shall be submitted to the Community Development Department staff ("CDD") upon request. CDD shall review the maintenance records or site inspect, as needed. Costs shall be borne by the Association.

7.2 Owners' Responsibilities. Except as clearly and specifically made an Association responsibility pursuant to Section 7.1, above, each Owner shall be solely and exclusively responsible for the maintenance, repair and replacement of his or her Lot and all improvements thereon, and shall keep the same in good and attractive condition and repair. Each Owner's obligations shall include, without limitation, the following:

(a) Residence and Other Improvements. Each Owner shall maintain, in good and attractive condition and repair, the Residence and other buildings and Improvements located on his or her Lot. The garage doors for the garages of the Residence shall be maintained in good condition, appearance and repair.

(b) Rear Yard Landscaping. Each Owner shall maintain his or her Lot's rear yard landscaping, and, with the written permission of the Association, any approved landscaping installed within the front yard of a Lot, unless the Association agrees in writing to accept such approved landscaping for maintenance.

(c) Fences. Each Owner shall maintain, repair and replace the fences located on his or her Lot, keeping the same in good and attractive condition and repair. Any damaged fencing shall be promptly replaced.

(d) Utility Connections. Utility lines and connections, including without limitation, water, sewer, electrical, cable television, telephone and gas lines, which are located on, under, or over any Lot and which provide service to the Residence or other Improvements located upon such Lot shall be maintained, repaired and replaced by the Owner of such Lot or by the utility company providing such service.

7.3 Owner Failure to Maintain. The Board shall have the absolute discretion to determine whether any maintenance, repair, or replacement which is the responsibility of an Owner is necessary to preserve the appearance and value of the property comprising the Development, or any portion thereof, and may notify an Owner of the work the Board deems necessary. Subject to the authority of the Board to authorize immediate emergency repairs as specified in Section 7.6, in the event an Owner fails to perform such work within thirty (30) days after notification by the Board to the Owner, the Board may, after written notice to the Owner and the right of a hearing before the Board, cause such work to be done and charge the cost thereof to the Owner as a Reimbursement Assessment.

7.4 Owner Liability. In the event the need for any maintenance, repair, or replacement by the Association is caused by the willful or negligent act or omission of an Owner, members of any Owner's household, or an Owner's tenants, guests, invitees, or their animals, the cost of such maintenance, repair, or replacement, including the cost of materials, labor, supplies, and services shall be charged to, and paid by, such Owner in the form of a Reimbursement Assessment.

7.5 Authority for Entry of Lot. Although under no obligation to do so, the Board, in its complete and sole discretion, may enter or may authorize the Association's agents to enter any Lot to effect emergency repairs where such repairs are necessary for safety reasons or to prevent or discontinue damage to the entered Lot, any other Lot or the Association Maintenance Area. The cost of performing any such emergency repairs shall be charged to the Owner as a Reimbursement Assessment. Such entry shall be made with as little inconvenience to the Residents as practicable and only upon reasonable advance written notice of not less than twenty-four (24) hours, except in emergency situations.

7.6 Cooperative Maintenance Obligations. To the extent necessary or desirable to accomplish the Association's maintenance and repair obligations hereunder, individual Owners shall cooperate with the Association and its agents and maintenance personnel in the prosecution of its work.

7.7 Association Liability. The Association shall not be responsible or liable for any maintenance, repair, or replacement of a Lot or any Improvement thereon, except to the extent that the need for such maintenance, repair, or replacement results from the negligence or fault of the Association, its employees, contractors, or agents.

7.8 Board Discretion. The Board shall have the discretion to determine the manner, method, extent and timing of the performance of any and all maintenance, repair and replacement obligations imposed upon the Association by this Article.

7.9 Inspection of Property Maintained by Association. For all property and Improvements required to be maintained by the Association pursuant to Section 7.1, above, the Board shall cause the inspection of the condition of such property and Improvements as provided in this Section. Inspections shall be conducted in accordance with any applicable maintenance manuals, if any, and in the absence of inspection frequency recommendations in any applicable maintenance manuals, it should be considered at least once every three (3) years.

ARTICLE 8 EASEMENTS

8.1 Easements in General. In addition to all easements reserved and granted on the Subdivision Map, there are hereby specifically acknowledged, reserved and granted for the benefit of the Lots and the Owners in common and for each Lot and Owner severally, and for the Association, as their respective interests shall exist, the easements and rights of way as particularly identified in this Article.

8.2 Non-Exclusive Easements Granted by Board. The Board shall have the power to grant and convey to any person or entity non-exclusive easements and rights of way, in, on, over, or under the Association Maintenance Area for the purpose of (i) constructing, erecting, operating, or maintaining thereon, therein, or thereunder underground lines, cables, wires, conduits, or other devices for electricity, cable television, power, telephone, public sewers, storm drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes, and any similar public or quasi-public improvements or facilities, and (ii) for any other purposes deemed by the Board to be appropriate and not inconsistent with the purposes and interests of the Association. Each Owner, in accepting a deed to a Lot, expressly consents to such easements and rights of way. No such easements may be granted if they would materially interfere with the use, occupancy, or enjoyment by an Owner or Resident of his or her Lot without the consent of the affected Owner of the Lot.

8.3 General Association Easements for Maintenance, Repair and Replacement. The Association shall have an easement in, on, over or under every Lot as reasonably necessary to (i) maintain and repair the Association Maintenance Area, (ii) perform maintenance pursuant to Section 7.1; (iii) perform maintenance upon a Lot which is not performed by its Owner as provided by Section 7.4 and Section 7.6, and (iv) otherwise perform its obligations under this Declaration.

8.4 Utility Maintenance and Repair Easements. Wherever sanitary sewer connections or water connections or electricity, gas or telephone, television lines or drainage facilities are installed within the Development, which connections, lines or facilities, or any portion thereof, lie in or upon Lots owned by other than the Owner of the Lot served by said connections, the Owners of any Lots served by said connections, lines or facilities shall have the right, and are hereby granted an easement to the full extent necessary therefor, to enter such Lots or to have utility companies enter therein, or any portion thereof, to repair, replace and generally maintain said connections as and when the same may be necessary. All utility companies having easements on the property covered by this Declaration shall have easements for cleaning, repairing, replacing, and otherwise maintaining or causing to be maintained service in all underground utility lines, including, when reasonably necessary, the entry into an improvement constructed upon a Lot for uncovering any such lines. Any Owner or utility company exercising the rights granted in this Section shall be obligated to restore the Lot and the Residence entered to substantially its former condition.

8.5 Encroachment Easements. The Association Maintenance Area and each Lot within the Development is hereby declared to have an easement over all adjoining Lots and the Association Maintenance Area for the purpose of accommodating any minor encroachment due to engineering errors, errors in original construction, settlement or shifting of structures, or any other similar cause. There shall be valid easements for the maintenance of such encroachments as long as they shall exist. Notwithstanding the preceding, in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if such encroachment occurred due to the willful misconduct of such Owner or Owners. In the event a structure is partially or totally destroyed, and then repaired or rebuilt, the Owners of each Lot agree that minor encroachments over adjoining Lots or Association Maintenance Area shall be permitted and that there shall be valid easements for the maintenance of such encroachments so long as they shall exist.

8.6 Private Access and Utility Easement. Declarant hereby reserves and grants a non-exclusive private access, private vehicle access, and utility easement across the Lots as shown on the Subdivision Map for the benefit of all the Lots within the Development.

8.7 Private Reciprocal Easements. Declarant hereby reserves non-exclusive private reciprocal ingress, egress, maneuvering easements over the private drive for the benefit of each Lot within the Development and grants said easements to the Association, Owners, Residents, their guests and invitees.

8.8 Parking Easements. Declarant hereby reserves non-exclusive easements on Lots 2, 4, 5 and 6 for visitor parking spaces, as shown on attached Exhibit "A".

8.9 Bio-Retention Basin. Declarant hereby reserves and grants a non-exclusive easement to the bio-retention basin located on lot 7 within that certain easement entitled, "Drainage Easement for Lots 1, 2, 3, 4, 5 and 6 Per This Map", as shown on the Subdivision Map, for the benefit of each of the Lots within the Development and grants said easement to the Association and the Owners within the Development.

8.10 Easements Reserved and Granted. Any and all easements referred to herein shall be deemed reserved or granted, or both reserved and granted, as appropriate, by reference to this Declaration in a deed to any Lot.

ARTICLE 9 ENFORCEMENT

9.1 Violations as Nuisance. Every act or omission constituting or resulting in a violation of any of the provisions of the Governing Documents shall be deemed to constitute a nuisance. In addition to any other remedies which may be available, such nuisance may be abated or enjoined by the Association, its officers, the Board or by any Owner. The Board shall not be obligated to take action to abate or enjoin a particular violation if, in the exercise of its discretion, the Board determines that acting to abate or enjoin such violation is not likely to foster or protect the interests of the Association and its Members as a whole.

9.2 Legal Principles Applicable to Enforcement. Although the Development is not subject to the Davis-Stirling Common Interest Development Act, in any action to enforce this Declaration or any other Governing Documents, the community and each Owner acknowledges and agrees to be bound by the legal principles and legal presumptions governing common interest developments. Such legal principles and legal presumptions shall include, for example and without limitation, the holdings and precedents of the following cases:

(a) Nahrstedt v. Lakeside Village Condominium Association, (1994) 8 Cal 4th 361. (CC&Rs are presumed reasonable; burden is on the party challenging provision to show that provision is unreasonable).

(b) Villa De Las Palmas Homeowners Association v. Terifaj, (2004) 33 Cal 4th 73. (Amendments are as valid as the original CC&Rs, and duly adopted Rules are enforceable).

(c) Rancho Santa Fe Association v. Dolan-King (2004) 115 Cal. App. 4th 28. (Architectural rules and review by Board is subject to requirements of good faith, and if good faith, the courts won't overrule the Board).

(d) La Jolla Shores Clubdominium Association v. Lamden (1999) 21 Cal 4th 249. (Courts won't overrule Board decisions, so long as decisions were made in good faith, in the best interest of the community, and based upon reasonable inquiry).

9.3 Owners' Responsibility for Conduct and Damages. Each Owner shall be fully responsible for informing members of his or her household and his or her tenants, contractors and guests of the provisions of the Governing Documents, and shall be fully responsible for the conduct, activities, any Governing Document violation of any of them, and for any damage to the Development or the Association resulting from the negligent or intentional conduct of any of them or any household pets. If a Lot is owned jointly by two (2) or more persons, the liability of each Owner in connection with the obligations imposed by the Governing Documents shall be joint and several.

9.4 No Avoidance. No Owner may avoid the burdens or obligations imposed by the Governing Documents through non-use of any Association Maintenance Area facilities or by abandonment of his or her Lot.

9.5 Rights and Remedies of the Association.

(a) Rights Cumulative. The Association, its Directors, officers, or agents, and any Owner shall have the right to enforce any and all provisions of the Governing Documents by any proceeding at law or in equity, or through the use of such other remedies as are available and deemed appropriate by the Board. Each remedy provided is cumulative and not exclusive.

(b) Member Not In Good Standing. Upon a determination by the Board, after prior notice to the affected Member and an opportunity for a hearing, that such Member has violated any provision of the Governing Documents including a failure to pay any Assessment when due, the Board shall give notice in writing to such Member that he or she is deemed not to be a Member in good standing. Such Member shall be deemed to remain in that status until such time as the Board shall determine in writing that the violation which resulted in the Board's determination has been cured or remedied or, on some other basis as in the judgment of the Board is just and proper, that such Member shall again be deemed to be a Member in good standing of the Association. Such Member shall be so notified in writing with a copy given to the Secretary.

(c) Imposition of Sanctions. In the event of a breach or infraction of any provision of the Governing Documents by an Owner, members of an Owner's household, or his or her tenants, contractors, guests, pets or invitees, the Board shall have the power to impose sanctions against the Owner. Such sanctions may include, without limitation, the imposition of fines and/or the suspension of an Owner's rights as a Member, excluding a Member's voting rights and except for ingress and egress to the Owner's Lot. Except as provided in Section 10.7, below, imposition of sanctions shall be effective only after the Board has held a duly noticed hearing. The payment of any such fine may be enforced as an Enforcement Assessment as provided in Section 6.8 of this Declaration as well as in any manner permitted by law. Further, each Owner shall be obligated to pay Reimbursement Assessments levied by the Board for reimbursement of any costs incurred by the Association relating to violation of any provisions of the Governing Documents by such Owner, members of such Owner's household, or his or her tenants, contractors, guests, pets or invitees.

(d) Inadequacy of Legal Remedy. Except for the non-payment of any Assessment levied pursuant to the provisions of Article 6 of this Declaration, it is hereby declared that a remedy at law to recover damages for a default in the performance of any of the terms and provisions of any of the Governing Documents or for the breach or violation of any such provisions is inadequate and that the failure of any Owner or a member of the household of any Owner or an Owner's tenants, guests, or household pets or any other occupant or user of any of the property within the Development to comply with any provision of the Governing Documents may be enjoined in any judicial proceedings initiated by the Association, its officers or Board, or by any Owner or by their respective successors in interest.

(e) Limitation on Disciplinary Rights. The Association shall not have the power and authority to cause a forfeiture or abridgment of a Member's right to the full use and occupancy of his or her Lot as the result of the failure by such Owner, members of such Owner's household, or his or her tenants, guests, invitees or household pets to comply with any provision of the Governing Documents, except where such forfeiture or abridgement is the result of the judgment of a court of competent jurisdiction, or a decision arising out of an arbitration proceeding. The provisions of this subsection shall not affect the Association's right to impose fines or monetary penalties or to suspend an Owner's membership rights, as provided in the Governing Documents.

(f) Claims Regarding Defects. The Association's right to maintain an action for alleged construction defects shall be limited to claims involving Association Maintenance Areas only, and the Association shall not have standing to assert claims on behalf of individual Owners with respect to alleged defects to Residences.

9.6 Disciplinary Rules. The Board or a committee appointed by the Board for that purpose may adopt rules and regulations that further elaborate upon and refine procedures for conducting disciplinary proceedings and otherwise imposing sanctions upon Members for violation of provisions of the Governing Documents. Such rules, when approved and adopted by the Board, shall be deemed to be a part of the Association Rules provided for in, and constituting a part of, the Governing Documents.

9.7 Emergency Situations. The following shall constitute emergency situations: (i) an immediate and unreasonable infringement of or threat to the safety or peaceful enjoyment of Residents of the Development, (ii) a traffic or fire hazard, or (iii) a threat of material damage to or destruction of the Development or any portion thereof. Notwithstanding any other provisions of the Governing Documents, under circumstances involving conduct that constitutes an emergency situation, the Association may undertake immediate corrective action.

9.8 Alternative Dispute Resolution. Although not required because the Development is not subject to the Davis-Stirling Common Interest Development Act, the Association and each Owner subject to a dispute related to the Governing Documents shall make a good-faith effort to comply with California Civil Code Section 5900 et seq.

9.9 Non-Waiver. Failure to enforce any provision of the Governing Documents at any time shall not be deemed a waiver of the right to do so thereafter with respect to the same or any other violation of any provision of the Governing Documents.

9.10 Notices. Any notices required or given under this Article shall, at a minimum, set forth the date, time, and location of any hearing, a brief description of the act or omission constituting the alleged violation of the Governing Documents, a reference to the specific Governing Document provision or provisions alleged to have been violated, and the sanction, disciplinary action, or other enforcement action being contemplated by the Board, if any. The notice shall be in writing and may be given by any method reasonably calculated to give actual notice to the affected Member; provided, however, that if notice is given by mail, it shall be sent by first-class mail, postage prepaid, sent to the most recent address for the affected Member as shown on the records of the Association.

9.11 Costs and Attorneys' Fees. In the event any action is taken to enforce any of the provisions of the Governing Documents, the prevailing party shall be entitled to recover the full amount of all costs incurred, including attorneys' fees, in enforcing any Governing Document provision. The remedies of the Association to recover the amount of such costs and attorneys' fees shall include, without limitation, the imposition of a Reimbursement Assessment as provided in Section 6.7 of this Declaration. Although California Civil Code Section 5930 is not statutorily applicable to the Development, for purposes of awarding attorneys' fees pursuant to this Section 10.11, the court may reduce or deny a party's award of attorneys' fees due to the such party's failure to utilize mediation prior to litigating the dispute.

9.12 Owner Indemnification. Each Owner, by acceptance of his or her deed, agrees for himself or herself and for the members of his or her household, his or her tenants, guests or invitees, to (i) indemnify each and every other Owner for, (ii) to hold each and every other Owner harmless from, and (iii) to defend each and every other Owner against, any claim of any person for personal injury or property damage occurring within the Lot of such Owner, except that such Owner's liability may be diminished to the extent that the injury or damage occurred by reason of the negligence of any other Owner or person temporarily visiting in such Lot or is fully covered by insurance.

9.13 No Obligation to Enforce. None of the provisions of this Declaration shall obligate or be construed to obligate Declarant, or its respective agents, representatives or employees, to undertake any affirmative action to enforce the provisions of this Declaration, or to undertake any remedial or corrective action with respect to any actual or asserted violation hereof or thereof.

9.14 Violation of Law. Any violation of a state, municipal or local law, ordinance or regulation pertaining to the ownership, occupancy, or use of any property within the Development is hereby declared to be a violation of this Declaration and subject to any and all of the enforcement procedures set forth herein.

ARTICLE 10 INSURANCE

10.1 Types of Insurance Coverage. The Association shall, at the discretion of the Board, purchase, obtain and maintain the following types of insurance, if and to the extent they are available at a reasonable premium cost:

(a) Property Insurance. The Association shall obtain and maintain a policy of property insurance, written on all risk, replacement cost basis, on all Association Maintenance Area, and all Improvements within the Development for which the Association has an obligation to maintain or insure. The insurance shall be kept in full force and effect at all times and the full replacement value of the insured property shall be redetermined on an annual basis. Depending on the nature of the insured property and the requirements, if any, imposed by institutional Mortgagees having an interest in such property, the policies maintained by the Association pursuant to this Section shall contain an agreed amount endorsement or a contingent liability from operation of building laws endorsement or the equivalent, an extended coverage endorsement, vandalism, malicious mischief coverage, a special form endorsement and a clause to permit cash settlements for full insurable value in case of partial destruction. The policies required hereunder shall name as insured the Association and all Mortgagees as their respective interests may appear. The policies may contain a loss payable endorsement in favor of the trustee described in Section 11.5, below.

(b) General Liability Insurance. To the extent such insurance is reasonably obtainable, a policy of comprehensive general liability insurance naming as parties insured the Association, each Director, any manager, the Owners and occupants of Lots, and such other persons as the Board may determine. The policy will insure each named party against any liability incident to the ownership and use of the Association Maintenance Area and including, if obtainable, a cross-liability or severability of interest endorsement insuring each insured against liability to each other insured. The limits of such insurance shall not be less than One Million Dollars ($1,000,000.00) covering all claims for death, personal injury and property damage arising out of a single occurrence. Such insurance shall include coverage against water damage liability, liability for non-owned and hired automobiles, liability for property of others and any other liability or risk customarily covered with respect to development projects similar in construction, location, facilities, and use.

(c) Director's and Officer's Liability Insurance. To the extent such insurance is reasonably obtainable the Association shall maintain individual liability insurance for its Directors and officers providing coverage for negligent acts or omissions in their official capacities. The minimum coverage of such insurance shall be at least One Million Dollars ($1,000,000.00).

(d) Additional Insurance and Bonds. To the extent such insurance is reasonably obtainable, the Association may also purchase such additional insurance and bonds as it may, from time to time, determine to be necessary or desirable, including, without limiting the generality of this subsection, demolition, flood, earthquake, and workers' compensation insurance. The Board shall also purchase and maintain fidelity bonds or insurance in an amount not less than three months operating expenses and one hundred percent (100%) of the Association's reserves and shall contain an endorsement of any person who may serve without compensation.

10.2 Coverage Not Available. In the event any insurance policy, or any endorsement thereof, required by Section 11.1 is for any reason unavailable, then the Association shall obtain such other or substitute policy or endorsement as may be available which provides, as nearly as possible, the coverage described in this Article 11. The Board shall notify the Owners of any material adverse changes in the Association's insurance coverage.

10.3 Copies of Policies. Copies of all insurance policies (or certificates thereof showing the premiums thereon have been paid) shall be retained by the Association and shall be available for inspection by Owners at any reasonable time.

10.4 Trustee. All insurance proceeds payable under Section 11.1, above, and subject to the rights of Mortgagees under Article 13, below, may, in the discretion of the Board, be paid to a trustee to be held and expended for the benefit of the Owners, Mortgagees and others, as their respective interests shall appear. Said trustee shall be a commercial bank or financial institution in the County that agrees in writing to accept such trust.

10.5 Adjustment of Losses. The Board is appointed attorney-in-fact by each Owner to negotiate and agree on the value and extent of any loss under any policy carried pursuant to Section 11.1, above. The Board is granted full right and authority to compromise and settle any claims or enforce any claim by legal action or otherwise and to execute releases in favor of any insured.

10.6 Indemnification by Association. The Association shall indemnify, defend and hold harmless each Owner from any suits, claims, legal proceedings, demands, costs, fees and expenses including those for attorneys' fees, of whatever kind relating to or arising from any use of the private roadway easement located on each Owner's Lot, unless the claim is based upon the gross negligence or willful misconduct of the Owner. The claims subject to this Section shall include, without limitation, personal injury or death to any person, or property damage by or to any person, including any Owner, Resident, tenant, guest, or invitee of any Owner.

ARTICLE 11 DAMAGE OR DESTRUCTION; CONDEMNATION

11.1 Damage to or Destruction of Association Maintained Improvements. In the event of damage to or destruction of any portion of the Association Maintenance Area, the Board shall, in its discretion and based upon considerations such as, the duty of an Owner to reimburse the Association for such damage or destruction as provided herein, or the existence of insurance proceeds from insurance coverage for such damage or destruction and the frequency of use of the Improvement, determine whether to repair or replace the damaged or destroyed Improvement. If any such damage or destruction was insured against and the insurance proceeds are insufficient to cover the costs of repair or replacement of the damaged or destroyed Improvement, and if the Board elects to repair or replace the Improvement, the Association may levy a Special Assessment against the Members as provided in this Declaration to cover the additional cost of the repair or replacement not covered by the insurance proceeds. If the Board elects not to repair or replace the Improvement, the applicable insurance proceeds shall be used in the manner consistent with the purposes of the Association and as determined by the Board.

11.2 Damage to or Destruction of Improvements on Lots. In the event of damage to or destruction of the Improvements on any Lot, the Owner of such Lot shall (i) completely repair or rebuild the Improvements to the same state as they existed prior to such damage or destruction or in any other manner consistent with the requirements of Article 8, above; or (ii) completely remove all remaining portions of such damaged or destroyed Improvements. Such repair, rebuilding, or removal shall be commenced within a reasonable time, which shall in no event exceed one (1) year after the occurrence of the damage or destruction and shall be completed within one (1) year after the date of commencement unless a longer period is agreed to in writing by the Board.

11.3 Condemnation of Association Maintenance Area. If at any time all or any portion of any Association Maintenance Area, or any interest therein, shall be taken for any public or quasi-public use, under any statute, by right of eminent domain, or by private purchase in lieu of eminent domain, the entire compensation or award in condemnation, to the extent such award is not apportioned among the Owners by

court judgment or by agreement among the condemning authority, the Association and each of the affected Owners, shall be paid to the Association and shall be used in the manner determined by the Board, provided that such use shall not be inconsistent with the purposes of the Association. The Association shall represent the interests of all Owners in any proceedings relating to such condemnation to the extent such Owners have any interest in the Association Maintenance Area.

11.4 Condemnation of Lots. If an entire Residence or Lot, or so much thereof as to render the remainder unfit for use as a Residence, is condemned or taken for a public or quasi-public use, pursuant to any statute, by right of eminent domain, or by private purchase in lieu of eminent domain, the Owner's membership in the Association shall terminate as of the last day of the month in which the condemnor obtains the right to possession, or upon Owner's vacating the premises, whichever occurs last. If only a portion of such Residence or Lot is taken and the remainder is fit for use as a Residence, the Owner shall continue to be a Member of the Association. In any condemnation action involving an Owner's Residence or Lot, the Association shall have the right to seek compensation for any damages incurred by the Association.

11.5 Appraisals. Where the provisions of this Article require an independent appraisal of property, said appraisal shall be made by a qualified real estate appraiser selected in the discretion of the Board.

ARTICLE 12 PROTECTION OF MORTGAGEES

12.1 Amendments Affecting Mortgages. No amendment of this Declaration shall affect any of the rights of the holder of any Mortgage which is made in good faith and for value, if such Mortgage is Recorded prior to the Recording of such amendment.

12.2 Default by Owner; Mortgagee's Right to Vote. In the event of a default by any Owner under a Mortgage encumbering such Owner's Lot, the Mortgagee under such Mortgage shall, upon: (a) giving written notice to the defaulting Owner; (b) Recording a Notice of Default in accordance with California Civil Code Section 2924; and (c) delivering a copy of such Recorded Notice of Default to the Association, have the right to exercise the vote of the Owner at any regular or special meeting of the Association held only during such period as such default continues.

12.3 Breach; Obligation After Foreclosure. No breach of any provision of this Declaration by Declarant, the Association or any Owner shall impair or invalidate the lien of any recorded Mortgage made in good faith and for value and encumbering any Lot. Declarant, Owners, and the Association and their successors and assigns, shall be obligated to abide by all of the covenants, conditions, restrictions, limitations, reservations, grants of easements, rights, rights-of-way, liens, charges and equitable servitudes provided for in this Declaration with respect to any person who acquires title to or any beneficial interest in any Lot through foreclosure, trustee's sale or otherwise.

12.4 Right to Examine Books and Records of the Association. All Mortgagees, insurers and guarantors of any Mortgages on any Lot shall have the right, upon written request to the Association, to:

(a) Association Records. Examine current copies of the Governing Documents and the Association's books, records and financial statements, during normal business hours;

(b) Financial Statements. Require the Association to provide a financial statement for the preceding fiscal year at no expense to the requesting entity; and

(c) Notice of Meetings. Receive a written notice of all meetings of the Association and designate a representative to attend all such meetings.

12.5 Declaration to Conform With Mortgage Requirements. It is the intent of this Article that the Governing Documents and the development in general, shall now and in the future meet all requirements of any institutional Mortgagee intending to secure its Mortgage by a Lot or necessary to purchase, guarantee, insure or subsidize any Mortgage of a Lot by FREDDIE MAC, FANNIE MAE or the Veterans' Administration. The provisions of this Article may be amended solely by the vote of the Board of Directors in order to conform to any requirements of the secondary lender market.

ARTICLE 13 DECLARANT'S DEVELOPMENT RIGHT

13.1 Declarant's Right to Develop the Development. The Association and Owners shall not do anything to interfere with the right of Declarant to subdivide, sell, or rent any portion of the Development. Each Owner, by accepting a deed to a Lot, hereby acknowledges that any construction or installation of Residences and related improvements may impair the view of such Owner, and hereby consents to such impairment.

13.2 Use of Association Maintenance Area by Declarant. Declarant may enter upon the Association Maintenance Area to complete the development, improvement and sale of Lots and the construction of any landscaping or other improvement to be installed on the Association Maintenance Area. Declarant shall also have the right of nonexclusive use of the Association Maintenance Area without charge, for sales, display, access, ingress, egress, exhibition and occasional special events for promotional purposes, which right Declarant hereby reserves; provided, however, that such use rights shall terminate on the date on which Declarant no longer owns any Lots within the Development. Such use shall not unreasonably interfere with the rights of enjoyment of the other Owners as provided herein and all direct costs and expenses associated with Declarant's sales and promotional activities (including, without limitation, any costs or expenses required to clean or repair any portion of the Association Maintenance Area that are damaged or cluttered in connection with such activities) shall be borne solely by Declarant and any other sponsor of the activity or event. The rights reserved to Declarant by this Section shall extend to any employee, sales agents, prospective purchasers, customers and/or representatives of Declarant.

13.3 Amendment of Development Plans. Declarant may amend its plans for the Development and apply for changes in zoning, use and use permits, for any property within the Development.

13.4 Independent Design Review. For so long as Declarant has the right to appoint any members of the Architectural Review Committee, Declarant shall have the right to initiate action to correct or prevent any activity, condition or improvement that is not in substantial compliance with approved plans and specifications to the same extent as the Association, after having a reasonable opportunity to do so, does not initiate enforcement action.

13.5 Disclaimer of Declarant's Representations. Anything to the contrary in this Declaration notwithstanding, and except as otherwise may be expressly set forth in a recorded instrument with the County Recorder, Declarant makes no warranties or representations whatsoever that the plans presently envisioned for the complete development of the Development may or will be carried out, or that any land now controlled or owned or hereafter controlled or acquired by Declarant is or will be subjected to this Declaration, or that any such land (whether or not it has been subjected to this Declaration) is or will be committed to or developed for a particular (or any) use, or that if such land is once used for a particular use, such use will continue in effect.

13.6 Encumbering Additional Property. The owners of any real property which is not subject to this Declaration when this Declaration is first Recorded may consent to and join this Declaration by executing and recording a "Declaration of Annexation", referencing the Recording information of this Declaration, and titled and containing provisions to permit Recording. The real property subject to the Declaration of Annexation shall be referred to as "Additional Properties." Such consenting owners, and all lots within the Additional Properties, shall thereafter have the same rights and obligations as if such owners, and their lots, had consented to and joined in the execution of this Declaration and all provisions contained in this Declaration shall apply to the real property described in such Declaration of Annexation in the same manner as if it were originally covered by this Declaration.

13.7 No Amendment or Repeal. So long as Declarant owns any Lot within the Development, the provisions of this Article may not be amended or repealed without the consent of Declarant.

ARTICLE 14 AMENDMENT

14.1 Amendment Before First Conveyance. Before the conveyance of the first Lot within the Development to a purchaser other than Declarant, and subject to subsection 16.2(c), below, this Declaration and any amendments to it may be amended in any respect or revoked by the execution by Declarant of an instrument amending or revoking the Declaration. The amending or revoking instrument shall make appropriate reference to this Declaration and its amendments and shall be Recorded.

14.2 Amendment After First Conveyance. After the conveyance of the first Lot within the Development to a purchaser other than Declarant, this Declaration may be amended or revoked in any respect upon compliance with the following provisions:

(a) Member Approval Requirements. Except as provided in this Section, any amendment to this Declaration shall be approved by the vote or assent by written ballot of an absolute majority, including the holders of not less than a majority of the total voting power of each class of Members. If a two-class voting structure is no longer in effect in the Association because of the conversion of Class B membership to Class A membership, any amendment thereof will require the vote or assent by written ballot of both: (i) an absolute majority of the Association; and (ii) the vote of a majority of the total voting power held by Members other than Declarant. Notwithstanding the foregoing, the percentage of the voting power necessary to amend a specific clause or provision of this Declaration shall not be less than the percentage of affirmative votes prescribed for action to be taken under that clause.

(b) Additional Approvals of Declarant for Amendments to Particular Provisions. For so long as Declarant owns a Lot within the Development, the provisions of Articles 14 and 15 may not be amended without the prior written consent of Declarant.

(c) Additional Approvals by City for Amendments to Particular Provisions. The provisions of Sections 2.9, 2.11, 4.6, 4.14, 5.4, 5.5, 7.1, 8.9, this subsection 14.2(c), and 16.1, and any other provision of this Declaration which relates to a City condition of approval for the Subdivision Map, may not be amended without the prior written consent of the City.

(d) Right of Amendment if Requested by Governmental Mortgage Agency or Federally Chartered Lending Institutions. Anything in this Article to the contrary notwithstanding, Declarant and the Association reserve the right to amend all or any part of this Declaration to such an extent and with such language as may be requested by Governmental Mortgage Agencies which require such an amendment as a condition precedent to such agency's approval of this Declaration, or by any federally chartered lending institution as a condition precedent to lending funds upon the security of any Lot. Any such amendment shall be effectuated by the Recordation, by Declarant or the Association, of a Certificate of Amendment duly signed by or on behalf of the authorized agents, or authorized officers of Declarant or the Board, as applicable, with their signatures acknowledged, specifying the Governmental Mortgage Agency, or the federally chartered lending institution requesting the amendment and setting forth the amendatory language requested by such agency or institution. Recordation of such a Certificate shall be deemed conclusive proof of the agency's or institution's request for such an amendment, and such Certificate, when Recorded, shall be binding upon all of Lots and Association Maintenance Area comprising the Development and all persons having any interest therein.

(e) Right of Amendment if Requested by City. Anything in this Article to the contrary notwithstanding, Declarant and the Board reserve the right to amend all or any part of this Declaration to such an extent and with such language as may be requested by the City to reflect a modification of the development permits which requires a conforming amendment to this Declaration. The Association shall Record any amendment requested by the City within sixty (60) days of receipt of a request from the City. Any such amendment shall be effectuated by the Recordation of a Certificate of Amendment duly signed by or on behalf of the authorized agents, or authorized officers of Declarant, or the Association as applicable, with their signatures acknowledged, specifying the City requested the amendment and setting forth the amendatory language requested by the City. Recordation of such a Certificate shall be deemed conclusive proof of the City's request for such an amendment, and such Certificate, when Recorded, shall be binding upon all of the real property comprising the Development and all persons having an interest therein.

(f) Right of Amendment by Board. The Board may, without the approval of the Members, amend any part of this Declaration to the limited extent necessary to comply with a change in applicable federal, state or local legislation, or to correct a typographical error.

14.3 Effective Date of Amendment. The amendment will be effective upon the Recording of a Certificate of Amendment, duly executed and certified by any two (2) officers of the Association setting forth in full the amendment so approved and that the approval requirements of subsection (a) or (b) above have been duly met. If the consent or approval of any governmental authority, Mortgagee, or other entity is required under this Declaration to amend or revoke any provision of this Declaration, no such amendment or revocation shall become effective unless such consent or approval is obtained.

14.4 Reliance on Amendment. Any amendments made in accordance with the terms of this Declaration shall be presumed valid by anyone relying on them in good faith.

ARTICLE 15 GENERAL PROVISIONS

15.1 Term. This Declaration continues in full force and effect unless an amendment terminating this Declaration is unanimously approved by the Owners, approved in writing by the City, and Recorded in accordance with Article 14, above.

15.2 Severability. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any provision hereof shall not invalidate any other provisions hereof.

15.3 Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of fostering a plan of community ownership and occupancy and of management of the Development for the benefit of the community.

15.4 Statutory References. Any reference to a California or federal statute, code or regulation shall also incorporate and include and any successor statutes or laws.

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DATED: 1/26, 2021.

DECLARANT:

FAITH LUTHERAN CHURCH OF CARPINTERIA, CALIFORNIA,
a California corporation

By: Paul D Wright

Name: PAUL D WRIGHT

Title: PRESIDENT OF THE BOARD

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF SANTA BARBARA)

On January 26, 2021, before me, Karen Garcia de Arreola, a Notary Public, personally appeared Paul D Wright, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Notary Public

KAREN GARCIA DE ARREOLA
COMM. #2296494
NOTARY PUBLIC-CALIFORNIA
SANTA BARBARA COUNTY
My Comm. Expires August 6, 2023

CONSENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE COTTAGES CARPINTERIA

The undersigned, beneficiary under those certain deeds of trust Recorded September 6, 2013, as Document No. 2013-0059639, and October 26, 2016, as Document No. 2016-0057108, both of the Official Records of Santa Barbara County, hereby consents to this Declaration of Covenants, Conditions and Restrictions for The Cottages Carpinteria ("Declaration") and hereby agrees that said deeds of trust shall be subordinate and subject to said Declaration as though said Declaration had been recorded prior to said deeds of trust.

DATED: January 25, 2021

BENEFICIARY:

LUTHERAN CHURCH EXTENSION FUND - MISSOURI SYNOD

By: Angie Ellis

Name: Angie Ellis

Title: Manager-Loan Processing

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

STATE OF Missouri)
)SS
COUNTY OF St. Louis)

On January 25, 2021, before me, Keri Angell, a Notary Public, personally appeared Angie Ellis, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Notary Public

KERI ANGELL
Notary Public, Notary Seal
State of Missouri
Franklin County
Commission # 13772889
My Commission Expires April 19, 2021

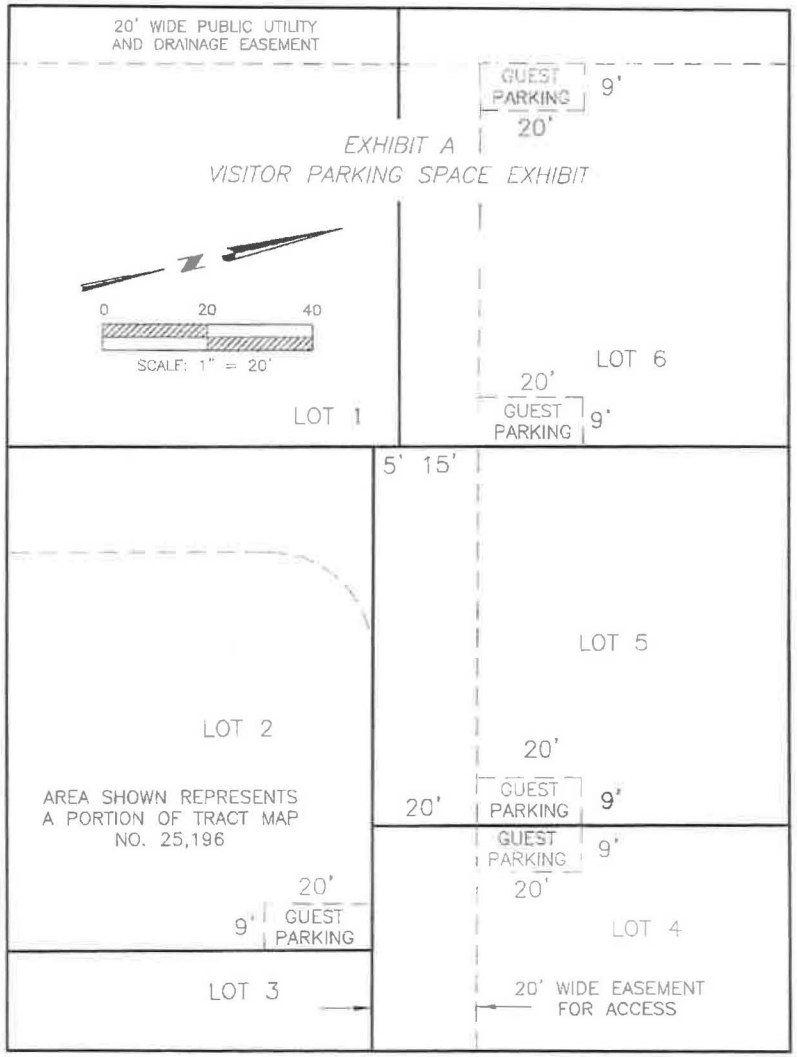
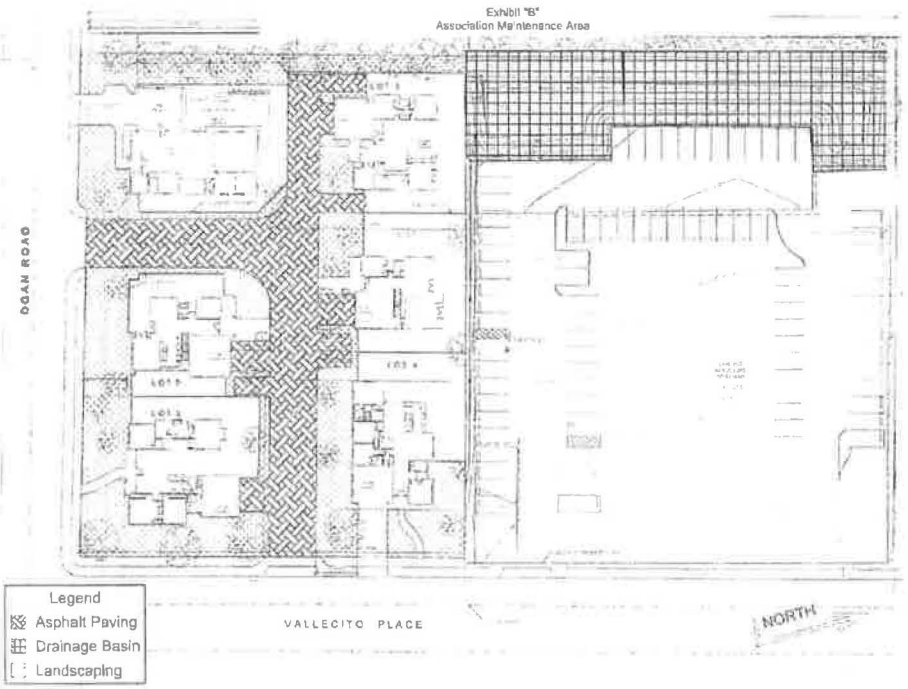


Exhibit "B"
Association Maintenance Area



Attachment F

Declaration of Restrictions

City Council Meeting
February 8, 2021

Recording Requested by

And Return to:

INMAN LAW GROUP, LLP
Bruce R. Inman, Esq.
3053 Freeport Blvd. #309
Sacramento, California 95818

DECLARATION OF RESTRICTIONS

THIS DECLARATION OF RESTRICTIONS is made on 1/26, 2020, by Faith Lutheran Church of Carpinteria, California, a California corporation ("Declarant").

WHEREAS, Declarant owns that certain real property described in Exhibit A (the "Property") attached hereto and incorporated herein; and

WHEREAS, it is the desire and intention of Declarant to impose on the Property mutual, beneficial restrictions under a general plan or scheme of improvement for the benefit of all the Property and the future owners and tenants of the Property or any portion thereof and in compliance with Conditions of Approval Nos. 7 and 8 Project 16-1849-CUPR/TM/CDP.

NOW, THEREFORE, Declarant declares that the Property described above is held and will be held, transferred, encumbered, used, sold, conveyed, leased and occupied subject to the restrictions set forth in this Declaration, all of which are declared and acknowledged to be in furtherance of a common plan for the subdivision, improvement, use, and sale and lease of the Property and are established and agreed on for the purpose of enhancing and protecting the value and desirability of the Property and every part of it and implementing said Conditions of Approval Nos. 7 and 8. All of the restrictions, covenants, and limitations will run with the land and will be binding on all parties having or acquiring any right, title, or interest in the Property described above or any part thereof, and will inure to the benefit of all of the Property and the future owners of the Property. Each grantee of a conveyance or purchaser under a contract or agreement of sale covering any right, title or interest in any part of the Property, by accepting a deed or contract of sale or agreement of purchase, accepts the document subject to, and agrees to be bound by, any and all of the restrictions, covenants and limitations set forth in this Declaration as follows:

1. Declarant and subsequent property owners shall be responsible for maintaining the premises in a clean and orderly condition at all time. This includes but is not limited to the following:

   (a) The Church parking lot shall be cleaned on a regular basis. Cleaning activities shall include the removal of litter; spot cleaning of oil, fuel and other automotive leaks; vacuum sweeping and pressure washing when necessary;

   (b) All trash/recycling shall be properly disposed of in the appropriate receptacles provided on site. The Declarant shall regularly inspect the perimeter of the site to ensure that trach is not leaving the premises via wind or runoff;

   (c) All structures and improvements on site shall maintain a tidy appearance and be kept in good working order; and

   (d) All site landscaping shall be adequately maintained.

2. Any exterior night lighting installed on the project site shall be low intensity, low glare design, minimum height, and shall be hooded to direct light downward onto the subject parcel and prevent spill-over onto adjacent parcels.

3. This Declaration of Restrictions is being recorded in satisfaction of the conditions set forth in Sections 7 and 8 of Project 16-1849-CUPR/TM/CDP Conditions of Approval.

{The remainder of this page intentionally left blank.}

IN WITNESS WHEREOF, Declarant has executed this Declaration of Restrictions on the date first written above.

FAITH LUTHERAN CHURCH OF CARPINTERIA, CALIFORNIA,
a California corporation
(Owner)

By: _____

Name: PAUL D. WRIGHT

Title: PRESIDENT OF THE BOARD

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF Santa Barbara)

On January 26, 2021, before me, Karen Garcia de Arreola, a Notary Public, personally appeared Paul D Wright, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

_____
Notary Public

KAREN GARCIA DE ARREOLA
COMM. #2298494
NOTARY PUBLIC-CALIFORNIA
SANTA BARBARA COUNTY
My Comm. Expires August 6, 2023

EXHIBIT A

Property Description

All that certain real property located in the City of Carpinteria, County of Santa Barbara, State of California, more particularly described as follows:

Lot 7, as shown on the Subdivision Map entitled "Tract Map No. 25196", filed for Record on _____, 202_, in Book ___ of Maps, at Page __, Records of Santa Barbara County.

Attachment G

Declaration of Reservation of Easements

City Council Meeting
February 8, 2021

Recording Requested by

And Return to:

Inman Law Group LLP
Attn: Bruce Inman, Esq.
3053 Freeport Blvd. #309
Sacramento, CA 95818

DECLARATION OF RESERVATION OF EASEMENTS

THIS DECLARATION OF RESERVATION OF EASEMENTS is made on 11/26, 2021, (the "Declaration") by Faith Lutheran Church of Carpinteria, California, a California corporation ("Declarant").

WHEREAS, Declarant owns that certain real property described in attached Exhibit A (the "Subdivision Property"); and

WHEREAS, it is the desire and intention of Declarant to impose on the Subdivision Property, beneficial restrictions under a general plan or scheme of improvement for the benefit of all the Subdivision Property and the future owners and tenants of the Subdivision Property or any portion thereof and in compliance with the requirements of the Tract Map No. 25,196, more particularly described in attached Exhibit B (the "Subdivision Map").

NOW, THEREFORE, Declarant declares that the Subdivision Property described above is held and will be held, transferred, encumbered, used, sold, conveyed, leased and occupied subject to the restrictions set forth in this Declaration, all of which are declared and acknowledged to be in furtherance of a common plan for the Subdivision Property, improvement, use, and sale and lease of the Subdivision Property and are established and agreed on for the purpose of enhancing and protecting the value and desirability of the Subdivision Property and every part of it and implementing the requirements of said Tract Map No. 25,196. All of the restrictions, covenants, and limitations will run with the land and will be binding on all parties having or acquiring any right, title, or interest in the Subdivision Property described above or any part thereof, and will inure to the benefit of all of the Subdivision Property and the future owners of the Subdivision Property. Each grantee of a conveyance or purchaser under a contract or agreement of sale covering any right, title or interest in any part of the Subdivision Property, by accepting a deed or contract of sale or agreement of purchase, accepts the document subject to, and agrees to be bound by, any and all of the restrictions, covenants and limitations set forth in this Declaration as follows:

1. Declarant hereby dedicates an ingress/egress easement over and across those areas described and depicted on the Subdivision Map as a "15' Wide Easement for Private Access Easement and Underground Public Utility Easement" and "20' Wide Easement for Emergency Vehicle Access, Private Access Easement and Underground Public Utility Easement" for the benefit of the owners of the Subdivision Property (the "Access Easements").

2. Nothing shall be placed or parked within the Access Easement in order to allow the Lot owners, their tenants, guests and invitees, and emergency vehicles free and clear access to the Access Easement.

3. The owners, future owners and tenants of the Subdivision Property are benefitted by the restrictions contained within this Declaration and as such each owner subject to this Declaration acknowledges and agrees the Access Easement is for the benefit of the owners and tenants of the Subdivision Property, and as such said owners and tenants are beneficiaries of this Declaration and may take any and all actions necessary to enforce the restrictions of this Declaration.

4. This Declaration is being recorded in satisfaction of the requirements of said Tract Map No. 25,196.

5. This Declaration shall be effective on the date of its recordation in the Official Records of the County of Santa Barbara, State of California.

{The remainder of this page intentionally left blank.}

IN WITNESS WHEREOF, Declarant has executed this Declaration of Restrictions on the date first written above.

FAITH LUTHERAN CHURCH OF CARPINTERIA, CALIFORNIA,
a California corporation
(Owner)

By: Paul D Wright

Name: PAUL D. WRIGHT

Title: PRESIDENT OF THE BOARD

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF SANTA BARBARA)

On January 26, 2021, before me, Karen Garcia de Arreola, a Notary Public, personally appeared Paul D Wright, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Notary Public

KAREN GARCIA DE ARREOLA
COMM. #2296494
NOTARY PUBLIC-CALIFORNIA
SANTA BARBARA COUNTY
My Comm. Expires August 8, 2023

EXHIBIT A

Subdivision Property Description

All that certain real property located in the City of Carpinteria, County of Santa Barbara, State of California, more particularly described as follows:

Lots 1 through 6, inclusive, as shown on the Subdivision Map entitled "Tract Map No. 25,196", filed for Record on_____, 202_, in Book of Maps, at Page , Records of Santa Barbara County.

Attachment H

Agreement to Provide Inclusionary Housing

City Council Meeting
February 8, 2021

RECORDING REQUESTED BY AND

WHEN RECORDED MAIL TO:

Fidela Garcia, City Clerk
City of Carpinteria
5775 Carpinteria
Carpinteria, CA 93013

A.P.N.: 003-142-032

SPACE ABOVE THIS LINE FOR RECORDER'S USE

No Fee per Govt. Code Sec. 6103

AGREEMENT TO PROVIDE INCLUSIONARY HOUSING
(Faith Lutheran Church Lot Split and New Residences, Tract 25,196)
16-1849-CUPR/TM/CDP

This AGREEMENT TO PROVIDE INCLUSIONARY HOUSING ("***Agreement***") is made this 21st day of January, 2021, by and between the City of Carpinteria, a political subdivision of the State of California (hereinafter, "***City***") and FAITH LUTHERAN CHURCH OF CARPINTERIA, CALIFORNIA, a California corporation ("***Developer***"), (referred to herein individually as "Party and collectively as the "Parties") with reference to the following facts:

A. Developer has submitted an application (Project No. 16-1849-CUPR/TM/CDP) to the City for the development of a residential development consisting of six (6) residential lots, and one (1) church lot ("***Project***") on that certain real property located in the City of Carpinteria currently commonly known as 1335 Vallecito Place and more specifically described in **Exhibit "A"** attached hereto and incorporated herein by this reference ("***Property***").

B. The Project is subject to those certain Conditions of Approval for the Project, adopted by the City Council of the City on December 10, 2018, which require that Developer comply with the City's Inclusionary Housing Requirement Ordinance No. 590, and provide one (1) for-sale residential unit targeted to above-moderate income households earning between one hundred twenty-one percent (121%) and two hundred percent (200%) of the Area Median Income as established from time to time by the Federal Finance Housing Agency ("***Area Median Income***"), for a period of thirty (30) years (collectively, "***Inclusionary Unit***").

C. The parcel where the Inclusionary Unit is located, also known as 5110 Ogan Road, serves as the parsonage for the Faith Lutheran Church. The parsonage is currently occupied with a residential tenant and may be occupied with a residential tenant when the Developer converts the parsonage into the Inclusionary Unit or otherwise seeks to market the Inclusionary Unit for sale (collectively, "***Existing Tenant***").

D. The Parties desire to enter into this Agreement, on the terms and conditions set forth below, to satisfy the Inclusionary Agreement Condition described above.

NOW, THEREFORE, the Parties hereto agree as follows:

1. INCORPORATION OF RECITALS. The above recitals are hereby incorporated as if fully set forth herein.

2. NUMBER AND LOCATION OF INCLUSIONARY UNIT. Developer agrees to convert the existing parsonage, also known as 5110 Ogan Road, to one (1) Inclusionary Unit in the Project at the specific location identified in **Exhibit "B"** attached hereto and incorporated herein by this reference, consisting of a four-bedroom single-family residential unit, targeted to above-moderate income households, earning between one hundred twenty-one percent (121%) and two hundred percent (200%) of the Area Median Income. Conversion of the Inclusionary Unit shall be concurrent with the construction of all market-rate units within the Project and subject to the Conditions of Approval for the Project.

3. DOCUMENTS TO ENSURE AFFORDABILITY OF INCLUSIONARY UNIT. Concurrently with the execution of this Agreement, Developer shall execute and shall have recorded in the Office of the Santa Barbara County Recorder an interim affordability covenant in a form substantially similar to **Exhibit "C"** attached hereto and incorporated herein by this reference ("***Interim Affordability Covenant***") and a Performance Deed of Trust in a form substantially similar to **Exhibit "D"** attached hereto and incorporated herein by this reference ("***Deed***"). Notwithstanding the foregoing, upon the request of Developer, the City shall consent to subordinate this Agreement, the Interim Affordability Covenant, and the Performance Deed of Trust to the lien of the first deed of trust which secures a loan made by an Institutional Lender (hereinafter "**Institutional First Deed of Trust**"), subject to the following conditions and limitations.

a. The amount of the Institutional First Deed of Trust shall not exceed the City approved purchase price paid by the owner of the Inclusionary Unit ("***Owner***"), less the approximate balance of City financing (if any) as of the date first appearing on the Affordability Covenant (defined in Section 3.d). The subordination of this Agreement pursuant to this Section 3 shall not apply to any Institutional First Deed of Trust that exceeds such amount, absent specific written approval from the City Community Development Director.

b. In the event of default under any deed of trust, including the Institutional First Deed of Trust and Performance Deed of Trust, the City shall have the same right as the Owner to cure the default and redeem the Inclusionary Unit prior to foreclosure sale. Such redemption shall be subject to the same fees, charges and penalties which would otherwise be assessed against the Owner. Nothing herein shall be construed as creating an obligation on the part of the City to cure any such default nor shall this right to cure and redeem operate to extend any time limitations in the default provisions of the underlying deed of trust or mortgage.

c. Any default under a deed of trust, including the Institutional First Deed of Trust and Performance Deed of Trust, shall trigger the City's right to exercise its option to purchase the Inclusionary Unit, as described more fully in Section 14 of the Affordability Covenant, and the City may exercise its option to purchase the Inclusionary Unit pursuant to such provisions.

The holder of the Institutional First Deed of Trust shall be under no obligation to provide notice of default to the City other than as required pursuant to a duly filed request for notice of default under Section 2924(b) of the California Civil Code. In the event the City elects in its sole discretion to exercise such option to purchase subsequent to a default on the Institutional First Deed of Trust, and notwithstanding any language contained herein to the contrary with regard to the rights of the City, the City must complete such purchase no later than the end of the period established by Section 2924(c) of the California Civil Code for the reinstatement of a monetary default under the deed of trust.

d. Notwithstanding the foregoing, the Institutional First Deed of Trust shall not in any way defeat, invalidate or impair the obligation or priority of the conditions of approval applicable to the Property (Project No. 16-1849-CUPR/TM/CDP), including, but not limited to, the affordability restriction on the Inclusionary Unit, which shall be binding on any Owner whose title is derived through foreclosure sale, trustee's sale or otherwise. The affordability restrictions include, but are not limited to, those set forth in Carpinteria Municipal Code Chapter 14.75 and the Affordability Covenant.

Furthermore, Developer agrees to execute and record in the Office of the Santa Barbara County Recorder a separate "Grant of Preemptive Right: Resale Restriction Covenant and Option to Purchase" ("***Affordability Covenant***") in a form substantially similar to **Exhibit "E"** attached hereto and incorporated herein by this reference, in conjunction with the first sale of the Inclusionary Unit. Developer also agrees that it will not sell, transfer or convey the Inclusionary Unit unless and until the purchaser of that unit has executed the Affordability Covenant. Developer shall also permit the City to record a new Performance Deed of Trust against the Inclusionary Unit upon recordation of the Affordability Covenant and shall make the recordation of such Performance Deed of Trust a condition of sale for the Inclusionary Unit. **Developer also agrees to require from any purchaser of the Inclusionary Unit an executed agreement, whereby the purchaser acknowledges that he or she is purchasing a unit that is restricted by the Affordability Covenant and Performance Deed of Trust, and that he or she further understands that the Inclusionary Unit cannot be sold or transferred at a market rate price for no less than thirty (30) years and Developer shall deliver to City a copy of this Agreement within ten (10) days after the sale of the Inclusionary Unit.** Developer shall cooperate with City in executing or requiring the execution of any other documents the City may determine are reasonably necessary to ensure the continued affordability of the Inclusionary Unit for the full term of the Affordability Covenant.

4. SALE OF INCLUSIONARY UNIT; MARKETING PLAN. Developer shall not offer, sell, or transfer the Inclusionary Unit except in accordance with the marketing plan approved by the City, attached hereto as **Exhibit "F"** and incorporated herein by this reference. Developer shall use its best efforts to sell the one (1) Inclusionary Unit to persons within the above-moderate income category, which is defined as households earning between one hundred twenty-one percent (121%) and two hundred percent (200%) of the Area Median Income. Upon the sale and closing of the Inclusionary Unit in compliance with the terms of this Agreement, Developer's obligations established in this Agreement shall be deemed to have been satisfied, with respect to the sold and closed Inclusionary Unit. Should the Inclusionary Unit not be sold, or not be in escrow as evidenced by an earnest money deposit by an eligible income purchaser

within one (1) year from the date of the City's issuance of a Certificate of Occupancy for that unit, and Developer provides satisfactory evidence of its best efforts to market and sell the unit, Developer may request from the City a modification of final conditions of approval and/or changes to the terms of this Agreement. Any modification or amendment of this Agreement shall be made in writing and shall be consistent with the intent of the original conditions of approval to provide affordable housing and may include increasing the allowable household income level, permitting the temporary rental of the Inclusionary Unit at or below the maximum rent for the identified income category, or some other modification or amendment acceptable to the City. Developer shall provide regular periodic updates to City regarding changes of status with respect to any temporary modifications or amendments of the Agreement and City may require Developer to satisfy the original obligations required hereunder.

5. EXISTING TENANCY. Developer agrees to comply with all applicable federal, state and City laws, regulations and guidance pertaining to tenant protections, including but not limited to California Civil Code section 1946.2, in effect at the time the Developer seeks to require the Existing Tenant to vacate the parsonage, located at 5110 Ogan Road and identified in **Exhibit "B"**. Developer further agrees to provide the Existing Tenant with a minimum of thirty (30) calendar days' advance written notice of the requirement to vacate the parsonage.

6. MONITORING. Developer agrees to comply with all monitoring requirements set forth in the Interim Affordability Covenant and Affordability Covenant to ensure that the Inclusionary Unit is sold and transferred to, and occupied by qualified residents. Developer also agrees to cooperate with the City and its designees in monitoring the continued affordability of the Inclusionary Unit throughout the term of the Affordability Covenant.

7. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and shall inure to the benefit of the successive owners, assigns and transferees of the Property and shall be deemed a covenant running with the land.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date stated above.

DEVELOPER

FAITH LUTHERAN CHURCH OF CARPINTERIA, CALIFORNIA, a California corporation

BY: FAITH LUTHERAN CHURCH OF CARPINTERIA, CALIFORNIA, a California corporation

BY: _____

Name: PAUL D WRIGHT

Its: PRESIDENT OF THE BOARD

CITY

CITY OF CARPINTERIA, a political subdivision

By: _____

Name: PAUL D WRIGHT

Its: PRESIDENT OF THE BOARD

APPROVED AS TO FORM:

_____

City Attorney

ATTACHMENTS:

Exhibit "A" – Legal Description of 1335 Vallecito Place, Carpinteria, CA
Exhibit "B" – Map of Affordable Housing Unit
Exhibit "C" – Interim Affordability Control Covenant
Exhibit "D" – Performance Deed of Trust and Assignment of Rents
Exhibit "E" – Grant of Preemptive Right, Resale Restriction Covenant and Option to Purchase
Exhibit "F" – Marketing Plan – Affordable Unit (5110 Ogan Road)

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF Santa Barbara)

On January 26, 2021, before me, Karen Garcia de Arreola Notary Public (here insert name and title of the officer), personally appeared Paul D Wright, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____ (Seal)

KAREN GARCIA DE ARREOLA
COMM. #2296434
NOTARY PUBLIC-CALIFORNIA
SANTA BARBARA COUNTY
My Comm. Expires August 8, 2023

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 202__, before me, _____
(here insert name and title of the officer), personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____ (Seal)

EXHIBIT "A"

LEGAL DESCRIPTION
1335 VALLECITO PLACE, CARPINTERIA, CA

Lot 1 through Lot 7 of Tract 25,196, in the City of Carpinteria, County of Santa Barbara, State of California, as per Map recorded in Book ____, Pages ____ through ____ of Maps, recorded in Official Records, all in the Office of the County Recorder of said County.

A.P.N. 003-142-032

EXHIBIT "B"

DESCRIPTION AND MAP OF AFFORDABLE HOUSING UNIT

Lot 1 of Tract 25,196, in the City of Carpinteria, County of Santa Barbara, State of California, as per Map recorded in Book ___, Pages ____ through ____ of Maps, recorded in Official Records, all in the Office of the County Recorder of said County.

MAP OF UNIT LOCATION on the following page

MAP OF AFFORDABLE UNIT LOCATION

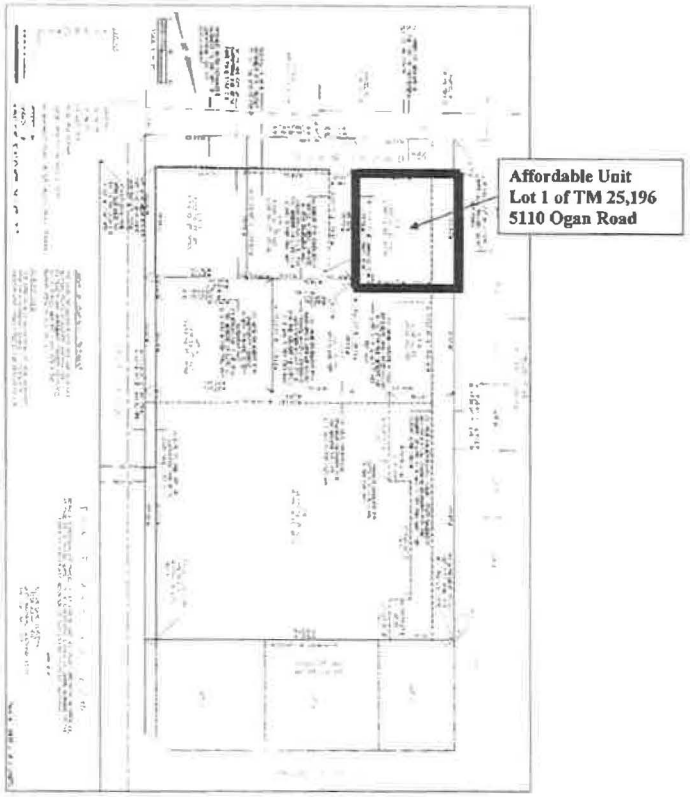


EXHIBIT "C"

INTERIM AFFORDABILITY CONTROL COVENANT

RECORDING REQUESTED BY AND

WHEN RECORDED MAIL TO:

Fidela Garcia, City Clerk
City of Carpinteria
5775 Carpinteria
Carpinteria, CA 93013

A.P.N.: 003-142-032

SPACE ABOVE THIS LINE FOR RECORDER'S USE

No Fee per Govt. Code Sec. 6103

INTERIM AFFORDABILITY CONTROL COVENANT
(Faith Lutheran Church Lot Split and New Residences, Tract 25,196)
16-1849-CUPR/TM/CDP

THIS INTERIM AFFORDABILITY CONTROL COVENANT ("***Interim Covenant***") is made by and between FAITH LUTHERAN CHURCH OF CARPINTERIA, CALIFORNIA, a California corporation ("***Owner***") and the City of Carpinteria, a municipal corporation ("***City***"), as of this 26th day of JANUARY 2021.

This Interim Covenant applies to the Owner's interest and Owner's successors' interest in the real property commonly known as 1335 Vallecito Place, Carpinteria, California ("***Property***"), to be developed as a residential development consisting of six (6) residential lots and one (1) church lot ("***Project***"); the Property is more fully described in **Exhibit "A"**, attached hereto and incorporated herein by this reference.

RECITALS

WHEREAS, Owner submitted Project No. 16-1849-CUPR/TM/CDP ("***Application***") seeking a discretionary approval of the Project from the City Council of the City; and

WHEREAS, City has provided Owner with certain development entitlements for the Project; and

WHEREAS, on December 10, 2018, the City Council of the City adopted Resolution No. 5841, by which it approved the Project subject to those certain Conditions of Approval for the Project, which were imposed for the benefit of the public; and

WHEREAS, Condition of Approval Nos. 1, 22 and 23 of City Council Resolution No. 5841 require that documents be recorded to assure that one (1) for-sale residential unit targeted to above-moderate income households earning between one hundred twenty-one percent (121%) and two hundred percent (200%) of the Area Median Income, as established from time to time by the Federal Finance Housing Agency ("***Area Median Income***") (collectively, "***Affordable Unit***"), will be maintained as affordable housing for a minimum period of thirty (30) years; and

WHEREAS, Owner has benefited from the development approval granted by the City, which is subject to these conditions; and

WHEREAS, it is the intent of the City and Owner that this Interim Covenant serve as the affordability restriction on the Property until construction of the Project is complete, the Affordable Unit is sold to a qualified above-moderate income purchaser, and a covenant similar in form to the GRANT OF PREEMPTIVE RIGHT; RESALE RESTRICTION COVENANT, OPTION TO PURCHASE, attached hereto as **Exhibit "B"** (***"Homeowner's Covenant"***) is recorded against the Affordable Unit, which shall replace this Interim Covenant; and

WHEREAS, it is the intent of the City and Owner that upon the completion and sale of the Affordable Unit, that the Homeowner's Covenant shall be secured by a performance deed of trust recorded against the Affordable Unit; and

WHEREAS, Owner and City desire to enter into this Interim Covenant to satisfy the Condition of Approval Nos. 1, 22 and 23 of City Council Resolution No. 5841 imposed by the City on the Project and to clarify their respective rights and obligations regarding the affordability and occupancy requirements arising from the aforementioned conditions;

NOW, THEREFORE, in consideration of the benefits received by Owner, Owner hereby covenants and agrees with the City to impose the following covenants, conditions, restrictions and limitations upon the possession, use and enjoyment of the Property. Owner and City agree as follows:

1. **INCORPORATION OF RECITALS.** The above recitals are hereby incorporated herein as if fully set forth at this point.

2. **AFFORDABILITY AND SALE RESTRICTIONS.** The Affordable Unit shall be offered for sale and sold only to a qualified above-moderate income purchaser(s) (***"Homeowners"***) as specified in the Homeowner's Covenant. The initial sale price for the one (1) Affordable Unit shall be an amount affordable to households earning between one hundred twenty-one percent (121%) and two hundred percent (200%) of the Area Median Income, and such Affordable Unit shall be made available to qualified purchasers that earn up to 200% of the Area Median Income. Each subsequent sale price shall be calculated pursuant to the provisions of the Homeowner's Covenant.

3. **TERM AND ENFORCEABILITY.**

A. This Interim Covenant shall be binding upon Owner and the successors and assigns of Owner and the heirs, personal representatives, grantees, lessees, sublessees, contract purchasers, and assignees of Owner and any subsequent owner of the Property until construction of the Project is complete and the Affordable Unit is sold to a Homeowner in accordance with this Interim Covenant and the Homeowner's Covenant and the City's "Affordable Housing Policies and Procedures 2010" (or subsequent document).

B. The Property is held and hereafter shall be held, conveyed, hypothecated, encumbered, leased, rented, used, and occupied subject to these covenants, conditions, restrictions and limitations. All of the above-stated covenants, conditions, restrictions and limitations are intended to constitute both equitable servitudes and covenants running with the land.

C. Any purchaser or transferee of the Property, or of any portion or interest in the Property, shall, by the acceptance of any interest in the Property, or by the signing of a contract or agreement to purchase any interest in the Property, be deemed to have consented to and accepted the covenants, conditions, restrictions and limitations set forth herein. Owner's obligations created in this Interim Covenant shall be extinguished for the sold Affordable Unit, upon the closing of escrow of the Affordable Unit, and compliance with Section 5 of the Interim Covenant.

4. **REQUIREMENT FOR REPLACEMENT HOMEOWNER COVENANTS.** As a part of escrow proceedings on the sale of the Affordable Unit, the Owner, the City and the Homeowner shall sign and cause to be recorded in the office of the Santa Barbara County Recorder a covenant similar to the Homeowner's Covenant and in a standard form approved by the City, which shall ensure continued affordability and shall set forth the procedure for calculation of the maximum sale price upon subsequent sale to future homeowners for a minimum of thirty (30) years.

If an owner occupies the Property for the full Affordability Term in compliance with the Homeowner's Covenant, the Homeowner's Covenant shall expire and the Owner may sell the Property to any buyer for any price without regard to the Homeowner's Covenant. However, if the Owner sells or transfers the Property during the term of the Homeowner's Covenant, the subsequent owner will be required to sign and record a new covenant that begins a new thirty (30) year period of price and occupancy restrictions. This requirement will continue for each subsequent owner of the Property, but in no event will the period of controls exceed ninety (90) years from the first sale of the Property.

In the event a sale or transfer is made in violation of the terms of this Interim Covenant or false or misleading statements are made in any documents or certifications submitted to the City for its approval of the sale or transfer, the City may declare a default under the Interim Covenant. The City shall also have the right to file an action at law or in equity to force the parties to terminate or rescind the sale contract and declare the sale void notwithstanding the fact that the sale or transfer may have closed and become final as between the seller and purchaser. In any event, any costs, liabilities or obligations incurred by the seller and purchaser for the return of any moneys paid or received in violation hereunder or for any costs and legal expenses, shall be borne by the seller and purchaser, and not by the City. The seller and purchaser shall hold the City and its designees harmless for any action the City reasonably takes in good faith in enforcing the terms of this Interim Covenant, and shall pay to City all reasonable fees and costs, including attorneys' fees, incurred by City in its enforcement of this Interim Covenant.

5. SUBORDINATION, DEFAULTS AND REMEDIES AND ASSIGNMENT OF RENTS

A. Upon the request of Owner, the City shall consent to subordinate this Interim Affordability Covenant, and the Performance Deed of Trust to a deed or deeds of trust in favor of Owner's construction lender for the Project, if necessary to ensure the Owner's receipt of adequate construction or permanent financing for the Project, and/or to allow the initial sale of the Affordable Unit to a qualified purchaser, and such consent shall not be unreasonably withheld.

B. Upon receiving notice of any violation of the terms of this Interim Covenant, the City may declare a default by delivering written notice to the Owner specifying the nature of the violation. Upon the declaration of a default, the City may file an action at law or in equity in a court of competent jurisdiction for specific performance of the Interim Covenant, for an injunction prohibiting the violation of this Interim Covenant, or for any such other relief as the City deems appropriate.

C. Owner acknowledges that sale or occupancy of the Affordable Unit in violation of this Interim Covenant is prohibited. In consideration of the benefits conferred on Owner and the Property by the City's discretionary approval of the Project, OWNER HEREBY ASSIGNS TO THE CITY THE RIGHT TO RECEIVE THE RENT, IF ANY, DUE OR COLLECTED FROM ANY AFFORDABLE UNIT WHICH IS SOLD OR OCCUPIED IN VIOLATION OF THE TERMS OF THIS INTERIM COVENANT, DURING THE ENTIRE PERIOD OF THE VIOLATION. The City may enforce this right by any legal means.

D. The remedies stated herein shall not be exclusive, but shall be cumulative to all other remedies and rights the parties may lawfully exercise.

6. ADDITIONAL PROVISIONS

A. Prior to the initiation of marketing of the Affordable Unit, the Owner must submit a marketing plan to be reviewed and approved by City staff with such approval not to be unreasonably withheld. Such plan must describe the proposed advertising methods and staff training the developer plans in order to comply with federal, State and local fair housing laws. The plan must also propose a process for the application by and selection of eligible purchasers and identify any preferences to be given. Prospective buyers must be screened to meet the applicable City requirements. The Homeowner's Covenant sets forth the City's general buyer qualification requirements.

B. The Affordable Unit is intended to be sold to a qualified upper-moderate income purchaser. Owner may request modification of this obligation as specified in Section 4 of the Agreement to Provide Inclusionary Housing.

C. The Owner covenants that he or she has not and will not execute any other agreement or covenant with provisions contradictory to or in opposition to the provisions hereof

and that in any event this Interim Covenant is controlling as to the rights and obligations between and among the Owner, the City, and their respective successors.

D. This Interim Covenant is secured by that certain Performance Deed of Trust of even date herewith made by Owner, as Trustor, for the benefit of City, as beneficiary.

E. If any one or more of the provisions contained in this Interim Covenant shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Interim Covenant and this Interim Covenant shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein, and the remaining provisions shall continue in full force and effect.

F. The terms of this Interim Covenant shall be interpreted under the laws of the State of California.

G. All notices required herein shall be sent by Certified mail, return receipt requested, to the Owner at the address provided to the City by Owner, and to the City at: City of Carpinteria, Community Development Department, 5775 Carpinteria Avenue, Carpinteria, CA 93013, or such other address that the City may subsequently notice in writing to the Owner.

SIGNATURES ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties have executed this Interim Covenant as of the date first written above.

OWNER
FAITH LUTHERAN CHURCH OF CARPINTERIA, CALIFORNIA, a California corporation
BY: FAITH LUTHERAN CHURCH OF CARPINTERIA, CALIFORNIA, a California corporation

BY: _____
Name: _____
Its: _____

CITY
CITY OF CARPINTERIA,
a political subdivision

By: _____

Name: _____

Its: _____

APPROVED AS TO FORM:

_____
City Attorney

EXHIBITS:

Exhibit "A" – Legal Description of 1335 Vallecito Place, Carpinteria, CA
Exhibit "B" – Grant of Preemptive Right, Resale Restriction Covenant, Option to Purchase

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF Santa Barbara)

On January 26, 2021, before me, Karen Garcia de Arreola, Notary Public (here insert name and title of the officer), personally appeared Paul D Enright, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____ (Seal)

KAREN GARCIA DE ARREOLA
COMM. #2296494
NOTARY PUBLIC-CALIFORNIA
SANTA BARBARA COUNTY
My Comm. Expires August 8, 2023

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 202__, before me, _____ (here insert name and title of the officer), personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____ (Seal)

Lot 1 through Lot 7 of Tract 25,196, in the City of Carpinteria, County of Santa Barbara, State of California, as per Map recorded in Book ____, Pages ____ through ____ of Maps, recorded in Official Records, all in the Office of the County Recorder of said County.

A.P.N. 003-142-032

Exhibit "B"

Grant of Preemptive Right, Resale Restriction Covenant, Option to Purchase

RECORDING REQUESTED BY AND

WHEN RECORDED MAIL TO:

Fidela Garcia, City Clerk
City of Carpinteria
5775 Carpinteria
Carpinteria, CA 93013

A.P.N.: _____ *SPACE ABOVE THIS LINE FOR RECORDER'S USE*

Address: 5110 Ogan Road, Carpinteria, California No Fee per Govt. Code Sec. 6103

GRANT OF PREEMPTIVE RIGHT:
RESALE RESTRICTION COVENANT AND OPTION TO PURCHASE
SECURED BY PERFORMANCE DEED OF TRUST

THIS GRANT OF PREEMPTIVE RIGHT, RESALE RESTRICTION COVENANT AND OPTION TO PURCHASE ("***Covenant***") is dated as of this 26th day of JANUARY, 202/__, by and between _____, ("***Purchaser***"); FAITH LUTHERAN CHURCH OF CARPINTERIA, CALIFORNIA, a California corporation ("***Seller***"); and the City of Carpinteria, a municipal corporation, ("***City***").

This Covenant applies to the real property commonly known as Lot 1 at 5110 Ogan Road, Carpinteria, California, which is more fully described in **Exhibit "A"** attached hereto and incorporated herein by this reference ("***Property***"). This Covenant rescinds and supersedes the previous affordability control document on the Property, which was titled "Interim Affordability Control Covenant" dated _____, 202__, and was recorded as Document No. _____, on _____, 202__.

RECITALS

WHEREAS, the City approved that certain development of the Property; and

WHEREAS, Seller and Purchaser have benefited from the City's approval of said development and as a result Purchaser has the opportunity to purchase the Property at a price substantially below fair market value; and

WHEREAS, the intent of the City in approving development of the Property is to preserve the affordability of the Property for persons with incomes within a specified range; and

WHEREAS, subsequent purchasers will benefit from the limitation on the purchase price of the Property, which this Covenant requires; and

WHEREAS, the intent of Seller and City is to preserve through this Covenant the affordability of the Property for persons with incomes between 121% and 200% of the Area Median Income, and to assign to the City the right to enforce compliance with this Covenant.

NOW, THEREFORE, in consideration of the benefits received by the Parties, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **INCORPORATION OF RECITALS.** The above recitals are hereby incorporated herein as if fully set forth at this point.

2. **DEFINITIONS.**

Affordability Term. The term set forth in this Covenant during which the Property shall be subject to all provisions of this Covenant.

City. The City of Carpinteria or any subsequent successors, designees, or assigns.

Encumber. The execution or recordation of any mortgage, deed of trust, or other instrument intended to secure an obligation or indebtedness, whether purchase money debt or refinanced debt.

Institutional Lender. Any bank or savings and loan association that is licensed to engage in the business of providing purchase money mortgage financing for residential real property.

Owner. The Purchaser and any subsequent owner, whether an occupant owner or non-occupant title holder, devisee, heir, transferee, assign, grantee, executor, successor-in-interest, or any other holder of title of the Property or any portion thereof.

Transfer. Any sale, assignment, or transfer, either voluntary or involuntary, or by operation of law, whether by deed, contract of sale, gift, devise, bequest, trustee's sale, deed in lieu of foreclosure, or otherwise, of any interest in the Property, including but not limited to, a fee simple interest, joint tenancy, life estate, leasehold, or an interest evidenced by a land contract by which possession of the Property is transferred and Owner retains title.

3. **TERM AND ENFORCEABILITY.**

A. **Affordability Term.** This Covenant shall bind and the benefit hereof shall inure to the Owner, his or her heirs, legal representatives, executors, successors in interest and assigns, and to the City, for thirty (30) years from the date first appearing on this Covenant ("***Affordability Term***"). If an Owner occupies the Property for the full Affordability Term in compliance with this Covenant, this Covenant shall expire and the Owner may sell the Property to any buyer for any price without regard to this Covenant. However, if the Owner sells or transfers the Property during the term of this Covenant, the new owner shall execute and record a new covenant that begins a new thirty (30) year period of price and occupancy restrictions. This

requirement will continue for each new owner of the Property, but in no event shall the period of controls exceed ninety (90) years from the date first appearing on this Covenant.

B. Covenants Running with the Land; Equitable Servitude. The Property is held and hereafter shall be held, conveyed, hypothecated, encumbered, leased, rented, used, and occupied subject to these covenants, conditions, restrictions and limitations. All of the herein-stated covenants, conditions, restrictions and limitations are intended to constitute both equitable servitudes and covenants running with the land pursuant to California Civil Code § 1468.

C. Binding Effect. Any Owner of the Property or of any portion of or interest in the Property, by the acceptance of a deed therefore, whether from Owner or from any subsequent owner of the Property, or by the signing of a contract or agreement to purchase the same, shall, by the acceptance of such deed or by the signing of such contract or agreement be deemed to have consented to and accepted the covenants, conditions, restrictions and limitations set forth herein.

D. Enforceability. In order to preserve through this Covenant the affordability of the Property for persons with incomes within a specified range, the Owner hereby grants and assigns to the City the right to review and enforce compliance with this Covenant, and in furtherance of this right, grants to the City an Assignment of Rents, described in Section 14 of this Covenant, and an Option to Purchase the Property, described under Sections 4 and 10 of this Covenant, and assigns to the City any proceeds payable to the Owner from a sale, transfer, foreclosure or deed in lieu of foreclosure in excess of the Maximum Sales Price, as described in Section 13B of this Covenant. In addition, this Covenant is secured by that certain Performance Deed of Trust of even date herewith made by Owner, as Trustor, for the benefit of City, as beneficiary ("***Performance Deed of Trust***").

4. SUBORDINATION; DEFAULT UNDER DEED OF TRUST; NOTICE TO CITY.

A. Subordination to Institutional First Deed of Trust. This Covenant shall be subject and subordinate to the lien of the first deed of trust which secures a loan made by an Institutional Lender (hereinafter "Institutional First Deed of Trust"), subject to the following conditions and limitations:

1. The amount of the Institutional First Deed of Trust shall not exceed the City approved purchase price paid by Owner, less the approximate balance of City financing (if any) as of the date first appearing on this Covenant. The subordination of this Covenant pursuant to this Section 4 shall not apply to any Institutional First Deed of Trust that exceeds such amount, absent specific written approval from the City Community Development Director.

2. In the event of default under any deed of trust, including the Institutional First Deed of Trust and Performance Deed of Trust, the City shall have the same right as the Owner to cure the default and redeem the Property prior to foreclosure sale. Such redemption shall be subject to the same fees, charges and penalties which would otherwise be assessed against the Owner. Nothing herein shall be construed as creating an obligation on the part of

the City to cure any such default nor shall this right to cure and redeem operate to extend any time limitations in the default provisions of the underlying deed of trust or mortgage.

3. Any default under a deed of trust, including the Institutional First Deed of Trust and Performance Deed of Trust, shall trigger the City's right to exercise its option to purchase the Property, as described more fully in Section 14 below, and the City may exercise its option to purchase the Property pursuant to such provisions. The holder of the Institutional First Deed of Trust shall be under no obligation to provide notice of default to the City other than as required pursuant to a duly filed request for notice of default under Section 2924(b) of the California Civil Code. In the event the City elects in its sole discretion to exercise such option to purchase subsequent to a default on the Institutional First Deed of Trust, and notwithstanding any language contained herein to the contrary with regard to the rights of the City, the City must complete such purchase no later than the end of the period established by Section 2924(c) of the California Civil Code for the reinstatement of a monetary default under the deed of trust.

4. Notwithstanding the foregoing, the Institutional First Deed of Trust shall not in any way defeat, invalidate or impair the obligation or priority of the conditions of approval applicable to the Property (Project No. 16-1849-CUPR/TM/CDP), including, but not limited to, the affordability restrictions, which shall be binding on any Owner whose title is derived through foreclosure sale, trustee's sale or otherwise. The affordability restrictions include, but are not limited to, those set forth in Carpinteria Municipal Code Chapter 14.75 and this Covenant.

B. Default Under Deed of Trust. Subject to the above-stated conditions and limitations, this Covenant and Performance Deed of Trust shall not impair the rights of such Institutional Lender, or such Institutional Lender's assignee or successor in interest, to foreclose or take title to the Property pursuant to the remedies in the Institutional First Deed of Trust, or accept a deed in lieu of foreclosure in the event of default by a trustor under the Institutional First Deed of Trust. Subsequent to the Institutional Lender acquiring title through foreclosure sale or accepting a deed in lieu of foreclosure under such Institutional First Deed of Trust, provided that this Covenant shall remain in full force or effect as an encumbrance against the Property (or any owners, tenants or encumbrancers in the chain of title), the Institutional Lender or subsequent transferee may sell the Property to any purchaser at any price or lease the Property to any tenant at any rental amount, that is consistent with this Covenant.

C. Notice of Default. Owner shall notify City of any deed of trust or mortgage recorded against the Property, and shall provide the City with the information needed by the City to record a Request for Notice of Default. Note that the City's approval of any financing is required under Sections 6 and 10 below.

5. OCCUPANCY, LEASING AND OWNERSHIP OF OTHER REAL PROPERTY.

A. Property as Principal Place of Residence. Owner shall occupy the Property as his/her principal place of residence. During the time the Property is vacant while being actively offered for sale by Owner, this owner-occupancy requirement shall not apply; however, Owner may not rent the Property during such period.

B. **Rental of Property**. Owner shall not rent or lease the Property or any portion thereof without prior written approval by the City. The City Community Development Director or the Director's designee may approve modifications to these occupancy requirements and rental restrictions if Owner demonstrates need due to illness, temporary employment relocation, sabbatical, extended travels, or other good cause. All leases shall conform to the moderate-income affordability conditions and maximum rents established by the City and in effect at the time of the lease. Any rental or lease without prior written approval by the City is in violation of this Covenant, and shall result in an assignment of all rents due or collected, as described in Section 14 below.

C. **Ownership of Other Real Property**. Owner may not own any other residential real estate, in whole or in part, concurrently with the ownership of the Property. The City Community Development Director or the Director's designee may approve modification to this restriction if Owner demonstrates need or other good cause. Ownership of any other residential real estate in whole or in part without written approval by the City is in violation of this Covenant, and shall result in default and remedies as described in this Covenant.

6. TRANSFER OF PROPERTY; REFINANCE OR OTHER ENCUMBRANCE.

A. Transfer of Property. Except as provided in this Covenant, the Property shall not be transferred, financed, refinanced or otherwise encumbered in any way without the prior written approval of the City Community Development Director.

B. Exceptions. The following transfers are exceptions to the requirements of Section 6.A. above and do not require written approval; however, Owner shall immediately notify the City in writing upon any of the following:

1. A transfer resulting from the death of an Owner where the transfer is to a spouse who is also an Owner.

2. A transfer by an Owner where the spouse becomes the co-owner of the Property.

3. A transfer resulting from a decree of dissolution of the marriage or legal separation from a property settlement agreement incidental to such a decree by which a spouse who is an Owner becomes the sole Owner of the property.

4. A transfer by an Owner into an inter vivos trust in which the Owner is a beneficiary.

C. City Approval of Transfer. The City shall approve a proposed transfer of the Property provided that (i) Owner is not in default under this Covenant, (ii) the City does not elect to exercise its Option to Purchase, and (iii) the City determines that Owner and Owner's proposed purchaser/transferee (hereinafter "***Transferee***") have complied with all of the requirements and provisions of this Covenant.

7. CITY OPTION TO PURCHASE UPON SALE OR OTHER TRANSFER. In consideration of the benefits received by Owner, Owner hereby grants to the City, and the City hereby accepts, the right to purchase the Property at a price and under terms and conditions as set forth herein ("***Option to Purchase***"). The City may exercise its Option to Purchase anytime Owner intends to sell, transfer or convey the Property during the term of the Covenant, subject to the following:

1. Prior to selling or transferring the Property, Owner shall send to the City, at the address and in the manner specified in Section 17.F below, written notice of Owner's intent to sell or transfer the Property.

2. The City shall have thirty (30) days after receipt of such notice to send to Owner written notice of the City's intent to exercise its Option to Purchase.

3. The City shall then have an additional forty-five (45) days to purchase the Property at the Maximum Sales Price specified in Section 11 below. The length of any delays caused by Owner or Owner's agents shall extend such time. Owner shall be responsible for all costs and shall provide all reports as is customary for sellers of residential property in Santa Barbara County, including, but not limited to, title insurance, zoning inspection, termite report, and required work to correct termite infestation. Should City elect to exercise its Option to Purchase, City and Owner shall enter into a standard California Association of Realtors Residential Purchase and Sale Agreement, or other similar purchase agreement mutually agreed to by City and Owner.

8. REQUIRED DISCLOSURES UPON TRANSFER. During the term of this Covenant, if City does not exercise its Option to Purchase, Owner may identify a Transferee who is ready, willing and able to purchase the Property and meets the income eligibility requirements set forth in this Covenant. Prior to any transfer of the Property, Owner and Transferee shall provide in writing to the City Community Development Director, the following information:

1. The name, address and telephone number of each Transferee.

2. The Transferee shall submit in writing a signed financial statement in a form acceptable to the City, together with complete federal income tax returns and schedules from the past two years, payroll check stubs for the past three (3) months, a copy of any loan applications and loan approvals related to the purchase of the Property, and other documentation as requested by the City. The financial information shall be used by the City to determine the income eligibility of the Transferee. The Transferee shall pay to the City a reasonable fee to cover the City's costs of verifying information and administering its rights and obligations under this Covenant.

3. Owner shall submit the proposed sale contract, escrow instructions, and all other related documents that shall set forth the terms of sale or transfer of the Property. These documents shall incorporate the following terms:

a. The sale price.

b. The price to be paid by the Transferee for Owner's personal property, if any, and for the services of Owner, if any.

c. All other amounts of money or other consideration, if any, concerning the Property to be paid by the Transferee to the Owner, and reasons therefore.

d. The down payment to be paid by the Transferee.

e. Any additional financing obtained by the Transferee to purchase the Property, including all terms and conditions of the financing.

f. The monthly payments to be paid by the Transferee in connection with the purchase and ownership of the Property, itemized for standard costs of ownership, including but not limited to loans, taxes, insurance, and homeowner's association fees.

9. ELIGIBILITY OF TRANSFEREE. Any and all Transferee(s) shall meet the following requirements prior to transfer of the Property:

A. Each Transferee shall certify his or her intent to occupy the Property as his or her principal residence.

B. Transferee(s) shall not own other real property or any interest therein at the time of the close of escrow on the purchase of this Property. The City Community Development Director may waive this requirement for good cause.

C. The combined annual gross income for all Transferees shall be between 121% and 200% of the Area Median Income (AMI) in Santa Barbara County, adjusted for household size as published by the U.S. Department of Housing and Urban Development (HUD). In the event such income figures are no longer published, or have not been updated for a period of at least eighteen (18) months, the City may use or develop such other reasonable figures as it may choose.

D. If Transferee has investment assets (stocks, bonds, cash, bank accounts, certificates of deposit, and other investment property, but not including retirement accounts), income will be counted or imputed from such assets. No income will be counted or imputed from those assets to be used for the down payment and closing costs on the Property, except to the extent that the down payment exceeds twenty percent (20%) of the purchase price. The City Community Development Director or the Director's designee shall determine the method of imputing income.

E. The Transferee's down payment must not exceed forty percent (40%) of the purchase price, and consequently the Transferee's income must be sufficient to support the mortgage payment on a mortgage for sixty percent (60%) of the purchase price. Transferees may receive all or a portion of the down payment as a gift provided the gift does not exceed twenty percent (20%) of the purchase price and the donor provides a gift letter in a form acceptable to the City. Gifts include funds given to Transferee within twelve (12) months prior to the purchase.

F. To ensure affordability to the Transferee, Transferee's income, less business expenses, shall be sufficient so that at least twenty-eight percent (28%) and no more than forty percent (40%) of such income will be required to pay for housing expenses, including loan

payments, homeowner's association fees, taxes, and insurance. The mortgage loan payment for this calculation shall be based on the fully indexed interest rate rather than an introductory or "teaser" rate.

G. To ensure continued affordability to the Transferee, no purchase money financing obtained or assumed by Transferee that requires graduated interest, graduated payments, a balloon payment or negative amortization shall be permitted.

H. Transferees purchasing units with three or more bedrooms must be households of at least three persons, and all adults must be owners of record. The City Community Development Director may approve exceptions to this household size requirement in cases where the Transferee demonstrates a need for a large unit, or where necessary to prevent undue hardship.

10. REQUIREMENTS FOR APPROVED TRANSACTION. For the sale, transfer or Conveyance of the Affordable Unit to qualify as an approved transfer under this Covenant, the transaction shall meet the following minimum requirements as approved in writing by the City:

A. The sale price shall not exceed the Maximum Sales Prices, as calculated pursuant to Section 11 below.

B. Upon recordation of the Grant Deed or other conveyance of transfer of the Property, Owner and Transferee shall execute and cause to be recorded in the Office of the Santa Barbara County Recorder a new Resale Restriction Covenant and Option to Purchase (***"Replacement Covenant"***) which shall replace this Covenant and be substantially similar to this Covenant and be approved by the City Community Development Director prior to recordation. The Replacement Covenant shall contain revisions to reflect any changes in the City's adopted affordability policies. The Replacement Covenant shall have a term of thirty (30) years, but in no event shall the affordability covenants and restrictions extend beyond ninety (90) years from the date first appearing on this Covenant.

C. Each Owner and Transferee shall approve and sign escrow instructions by the City, which shall instruct escrow regarding the requirements of this Covenant and City financing, if any. Owner and Transferee shall provide the City with a copy of the final sale contract, settlement statement, signed escrow instructions, and any other document that the City may reasonably request.

D. In the event a sale or transfer is made in violation of the terms of this Covenant or false or misleading statements are made in any documents or certification submitted to the City for its approval of the sale or transfer, the City may declare a default under the Covenant. The City shall also have the right to file an action at law or in equity to force the parties to terminate or rescind the sale contract and declare the sale void notwithstanding the fact that the sale or transfer may have closed and become final as between the seller and purchaser. In any event, any costs, liabilities or obligations incurred by the seller and purchaser for the return of any moneys paid or received in violation hereunder or for any costs and legal expenses, shall be borne by the seller and purchaser, and not by the City. The seller and purchaser shall hold the City and its

designees harmless for any action the City reasonably takes in good faith in enforcing the terms of this Covenant and shall pay to City all reasonable fees and costs, including attorneys' fees, incurred by City in its enforcement of this Covenant.

11. RESALE PRICE CALCULATION.

A. Resale Calculation. The initial purchase price for the Property shall be affordable for above-moderate income households, which is defined as households earning between 121% and 200% of the Area Median Income. Except as provided in Section III above, the sale price of the Property for the resale of the Property after the initial sale shall not exceed the City-approved purchase price paid by Owner (less the amount of mid-year adjustment, if applicable) adjusted by the percentage increase in the Area Median Income (AMI) for the Santa Barbara County area during the period in which the Owner owned the Property and occupied it in compliance with the requirements of this Covenant ("Maximum Sales Price"). In some cases, a "mid-year adjustment" will apply, as specified below.

B. Mid-Year Adjustment. To allow for a projected change in the Maximum Sales Price between publication dates of the AMI, the Maximum Sales Price may be increased by a "mid-year adjustment" calculated as follows:

The City-approved purchase price paid by Owner, multiplied by the following estimate of the as yet unpublished change in the AMI:

One-half of the average annual percentage change in the AMI over the previous two years, divided by twelve and multiplied by the number of months between the last publication of the AMI and the date of sale of the Property. Note: this adjustment is based on "one-half of the average" in order to apply a conservative estimate of the increase in the AMI.

However, no mid-year adjustment shall be added unless at least four months have passed between the last publication of the AMI and the date of calculation of the sale price of the Property.

If the "mid-year adjustment" is included in the sale price at any sale, then for the next sale the price calculation shall be adjusted as follows: the amount of mid-year adjustment which was included in the price paid by Owner shall be subtracted from the price paid by Owner. This adjustment is to assure that the price is not changed by both the mid-year adjustment (which is based on a future estimate of the AMI), and the actual change in the AMI which later became known.

C. Owner Improvements. To help ensure continued affordability to subsequent purchasers, no price adjustment or other reimbursement shall generally be allowed for property improvements made by the Owner. The Owner is free to make improvements for the Owner's personal benefit and enjoyment, but shall not be compensated for such improvements upon sale of the Property. The City Community Development Director may approve, on a case-by-case basis, exceptions to this policy, provided all of the following conditions are met:

1. The improvements are permanent and substantial.

2. The improvements are not of a decorative or maintenance nature, such as painting, wall coverings, window coverings, or replacement of carpeting. Landscaping, plantings and hardscape may be eligible for a price change, but only if such improvements were necessary to complete a large area (such as a rear yard) that the developer left unimproved.

3. The improvements are not of a luxury nature, such as a spa, whirlpool tub, or brick bar-b-que. A deck or patio may be eligible, but only to the extent needed to provide a reasonable amount of usable outdoor living space. A fireplace addition may be eligible.

4. The allowed price increase for all improvements may not exceed the lower of:

   a. The actual out-of-pocket cost of eligible improvements paid by owner for design, materials and labor (as supported by receipts)
   b. The actual present value of the improvements as determined by City staff. This is the amount that the improvements would increase the market value of the Property at the time of sale.
   c. Ten percent (10%) of the otherwise maximum affordable sale price of the Property.

5. The combined actual present value of the eligible improvements as described above is at least one percent (1%) of the Maximum Sales Price of the Property;

6. The improvements were done with all required City permits and in compliance with any requirements imposed by the homeowners' association and CC&Rs.

7. No increase whatsoever shall be allowed during such time, if any, that Owner was in violation of any requirement of this Covenant.

D. Other Requirements and Conditions.

1. City staff or staff's designee shall be afforded reasonable opportunity to inspect the Property for damage or deferred maintenance. If the Property is damaged or if there is substantial deferred maintenance, the City may lower the Maximum Sales Price by the amount needed to repair the damage or to carry out the needed maintenance.

2. The Owner may not require the Transferee to pay any commissions or other costs of sale typically paid by sellers of residential property.

E. Maximum Sale Price Not Guaranteed. The Maximum Sales Price is not a guarantee that the Owner will be able to sell the Property for that price. If the Property sells for less than the Maximum Sales Price, such lower price will become the basis for the calculation of the Maximum Sales Price upon the next sale of the Property.

12. REQUIREMENTS FOR CITY APPROVAL OF FINANCING OR REFINANCING. The terms of all financing secured by the Property must be approved by the City Community Development Director, whether at the time of sale or at any other time. The City Community Development Director shall generally approve a refinancing of the first mortgage loan if no additional cash is taken out other than the loan costs, and the terms of the new loan are more favorable than the prior loan and the Owner is in full compliance with this Covenant. If Owner wishes to refinance for the purpose of receiving cash funds, the City Community Development Director will consider the request on a case-by-case basis. Generally, the Owner's debt payment-to-income ratio should not be higher than it was upon Owner's purchase of the property. If the City has provided financing secured by a deed of trust, the refinancing will be reviewed on a case-by-case basis to ensure that the City's security interest and the Owner's ability to repay remain strong. Financing that may result in negative amortization shall not be approved unless the City is satisfied in its sole discretion that there is adequate Owner equity (at least 20 to 25 percent) and good credit history.

13. BEQUEST OR FORECLOSURE, INSURANCE AND CONDEMNATION.

A. Transfer by Operation of Law. In the event of a transfer of the Property by operation of law such as by devise, bequest, foreclosure on any financing not exempted under Section 4 above, or deed in lieu of foreclosure on any such financing, to a person who does not meet the requirements of Section 9, the Transferee or the estate of the decedent shall be bound by the provisions of this Covenant; however, the City shall not declare a default before allowing such person a reasonable period of time, not less than ninety (90) days, to sell, transfer or convey the Property to an eligible purchaser in conformance with all of the provisions of this Covenant.

B. Proceeds from Foreclosure. In the event that the Property is transferred through foreclosure, a deed in lieu of foreclosure or a trustee's deed upon sale, a default in a contract of sale, or through any other means for the purpose of curing or preventing a default by Owner on a loan or obligation, any amount of the sale price which is over and above the Maximum Sales Price calculated according to Section 11 above, and which would otherwise be payable to Owner after full satisfaction of the lender's loan and costs, shall be due and owing to the City.

C. Insurance and Condemnation Proceeds. Any hazard insurance proceeds that are not used to repair or rebuild the Property, and any condemnation award, shall be distributed as follows:

1. First, to lenders according to the recording priority of their deeds of trust against the Property, as provided by law.

2. If any funds remain after the lenders have been paid, then to the Owner, up to but not to exceed the net amount (after payment of encumbrances) that Owner would have received under a sale at the Maximum Sales Price calculated according to Section 11 above.

3. If any funds remain after the Owner has been paid, the remainder shall be paid to the City.

14. DEFAULTS AND REMEDIES: ASSIGNMENT OF RENTS.

A. Declaration of Default. Upon any violation of the provisions of this Covenant the City may declare a default under this Covenant by delivering written notice thereof to the Owner. Upon the declaration of a default, the City may exercise its rights under the Performance Deed of Trust, and seek any and all remedies available at law or in equity, including, but not limited to applying to a court of competent jurisdiction for specific performance of the Covenant, for an injunction prohibiting a proposed sale or transfer in violation of this Covenant, or for a declaration that the prohibited transfer is void.

B. Assignment of Rents. Owner hereby assigns to City the right to receive the rents due or collected during the entire period the Property is occupied in violation of any of the terms of this Covenant.

C. Remedies Not Exclusive. The remedies stated herein shall not be exclusive, but shall be cumulative to all other remedies and rights the parties may lawfully exercise.

15. PURCHASE OPTION UPON DEFAULT.

A. In addition to the remedies provided the City elsewhere in this Covenant, Owner hereby grants to the City the option to purchase the Property effective upon the declaration of a default (***"Default Option"***).

B. The Default Option to purchase may be exercised upon a default under this Covenant or upon default under any notes or deeds Owner has executed in favor of the City, or any deed of trust, or any other lien, including a judgment lien, recorded against the Property. The City shall have thirty (30) days after declaring a default or receiving notice that a default is declared on any other obligation secured by this Property to notify the Owner of its decision to exercise its option to purchase. Not later than sixty (60) days after the certified mailing of the notice to exercise its Default Option, the City or its assignee shall purchase the Property for the following price:

The lesser of the following:

1. The Maximum Sales Price calculated in Section 11, less six percent (6%) to cover the City's resale costs, and less the amount necessary to repair any damage and correct deferred maintenance as reasonably determined by the City; or,

2. The appraised value of the Property as determined by a state licensed appraiser approved by Owner and City, less six percent (6%) to cover the City's resale costs, but not less than:

3. The amount necessary to pay the balance due on the outstanding first mortgage.

16. REQUIREMENTS FOR WRITTEN REPORTS FROM OWNER. Owner shall provide a written report to the City on the occurrence of any of the following:

A. As soon as possible after Owner has requested and obtained the City's written approval to rent the Property pursuant to Section 5.B above, Owner shall provide a report, which includes a copy of the lease or rental agreement, the names of the renters, the rent being charged, the reason for the rental, and the new temporary address of the Owner. Owner shall also provide a report upon changing the terms of any lease or rental agreement, and when the Owner re-occupies the Property.

B. Each year on October 15, or on such other date as specified by the City in writing, Owner shall submit an Annual Report, signed by Owner, which includes Owner's statement that Owner has occupied the Property and complied with all provisions of this Covenant, or includes Owner's explanation of any rental or violation of any provision of this Covenant.

C. The reports required under this Section shall be submitted within thirty (30) days of the specified date to the City of Carpinteria, Community Development Department, 5775 Carpinteria Avenue, Carpinteria, California, 93013, or to such other person or address designated by the City. Failure to provide a report in a timely manner, or any misrepresentations on the report, shall constitute a default under this Covenant.

17. **ADDITIONAL PROVISIONS.**

A. **Assignment of Rights.** The City may assign its rights and delegate its duties hereunder without the consent of Owner. Upon such assignment the City shall notify the Owner.

B. **Attorneys' Fees.** If any action is brought to enforce the terms of this Covenant, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

C. **Ownership of Other Real Estate.** The Owner covenants that they have not and shall not execute any other agreement to purchase or purchase any other real property during their ownership of property subject of this Covenant.

D. **Severability.** If any one or more of the provisions contained in this Covenant shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Covenant and this Covenant shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

E. **Choice of Law; Venue.** The terms of this Covenant shall be interpreted under the laws of the State of California and the proper venue for any action related to this Covenant shall be the Superior Court of the County of Santa Barbara.

F. **Notices.** All notices required herein shall be sent by certified mail, return receipt requested, to the Owner at the address of the Property and to the City at: Community Development Department, 5775 Carpinteria Avenue, Carpinteria, CA 93013, or such other address that the City may subsequently provide in writing to the Owner.

G. **Recordation of Notice of Default.** Owner agrees to permit the City to record a Request for Notice of Default and a Request for Notice of Delinquency at any time.

H. **Option Accepted.** The Option to Purchase and Default Option are hereby accepted by the City of Carpinteria.

18. **DECLARATIONS PRIOR TO SALE UNDER SECTION 9.** Prior to any sale or transfer of the Property under Section 9, the following declarations shall be provided:

A. **Declaration of Owner to City.** The Owner shall provide to the City the following declarations:

1. I have been in compliance with the affordability and owner-occupancy requirements of the City during the entire period during which I owned the Property, and this sale is in compliance with those requirements.

2. I have not rented the Property except as has been approved by the City in writing.

3. The sale price of the Property in this transaction is the amount stated by the City in its declaration concurrently provided herewith, and I have not received and will not receive any payment or consideration from the purchasers except as is disclosed in the purchase contract and escrow documents, which have been delivered to the City.

4. I understand that any false statements or misrepresentations to the City in this transaction will constitute a default under this Covenant, and may constitute fraud.

B. **Declaration of Transferee to City.** Prior to any sale or transfer of the Property under Section 9, the Transferee shall provide to the City the following declarations:

1. The financial and other information provided by me is true and complete.

2. I have received a copy of the Replacement Covenant and agree to comply with all of the requirements of this Replacement Covenant.

3. I will occupy the Property as my principal residence.

4. No persons or entity will be on title to the Property other than as listed below as Occupant Purchasers or Non-Occupant Title-holders. I understand that the City must give its approval in writing before anyone else may be listed on the title.

5. The purchase price of the Property is the amount listed in the Declaration by City, below. I have not paid and will not pay any consideration to the seller, or any real estate commissions, or any costs normally paid by sellers, except as already disclosed in the purchase contract and escrow instructions which have been delivered to the City.

6. I understand that any false statements or misrepresentations to the City in this transaction will constitute a default under this covenant, and may constitute fraud.

C. Declaration of Non-occupant Holder (If Any). Prior to any sale or transfer of the Property under Section 9 that includes a non-occupant title holder, said person shall deliver to the City the following declarations:

1. I appear on the title to the Property as a tenant in common only because I am a co-borrower for the purpose of helping the Occupant-Purchaser(s) qualify for the purchase money loan. My equity interest in the Property will not be greater than one percent (1%) of the total equity of all owners of the Property, and I will receive no money from the sale of the property in excess of this one percent (1%), except as may be provided by the City, in its sole and absolute discretion.

2. I acknowledge and agree that I have not been approved by the City as an eligible transferee, and I am not permitted to occupy the Property at any time, and that my occupancy of the Property will constitute a default under the Covenant.

3. If I am named in the will of an Occupant-Purchaser I may receive an equity interest upon the death of the Occupant-Purchaser. However, unless at that time I am certified as an eligible transferee by the City, I will not be permitted to occupy the Property, and will be required to sell my interest to an eligible transferee under the provisions of the Covenant.

4. I understand that any false statements or misrepresentations to the City in this transaction will constitute a default under this covenant, and may constitute fraud.

D. Declaration by the City. Prior to any sale or transfer of the Property under Section 9 of this Covenant, the Community Development Director shall provide the following declarations:

1. The City has reviewed the financial information and other information submitted by the undersigned Occupant-Purchaser(s). Based on this information the City has found these Occupant-Purchaser(s) to be eligible transferees as required by the Covenant.

The sale price of the Property in this transaction (the City approved purchase price paid by Owner) is _____ AND 00/100 DOLLARS ($_____). This price may include the following projected increase ("***mid-year adjustment***") in the sale price for the period from the latest change in the AMI to the date of sale: $_____. At the date of this sale the Area Median Income = $_____. The date of the initial sale of the Property is _____, 20____. For information purposes only, the amount of City financing (if any) provided at the initial sale of the property was $_____, and the approximate balance on the City financing as of the date of this Covenant was $_____.

IN WITNESS WHEREOF, the Parties have executed this Covenant as of the date written.

SELLER:

_____ _____

PURCHASER:

_____ _____

CITY OF CARPINTERIA, by:

_____
Community Development Director

NOTE: This Covenant will be recorded; a notary must acknowledge the signature of the parties.

Approved as to Form: **Approved as to Content:**

_____ _____
City Attorney Community Development Director

EXHIBITS:
Exhibit "A" to Resale Restrictive Covenant – Legal Description of Property

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 202__, before me, _____
(here insert name and title of the officer), personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____ (Seal)

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 202__, before me, _____
(here insert name and title of the officer), personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____ (Seal)

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 202___, before me, _____
(here insert name and title of the officer), personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____ (Seal)

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 202___, before me, _____
(here insert name and title of the officer), personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____ (Seal)

EXHIBIT "D"

PERFORMANCE DEED OF TRUST AND ASSIGNMENT OF RENTS

RECORDING REQUESTED BY AND

WHEN RECORDED MAIL TO:

City Clerk
City of Carpinteria
5775 Carpinteria
Carpinteria, CA 93013

A.P.N.: 003-142-032
Address: 1335 Vallecito Place, Carpinteria, CA

SPACE ABOVE THIS LINE FOR RECORDER'S USE
No Fee per Govt. Code Sec. 6103

PERFORMANCE DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS PERFORMANCE DEED OF TRUST, made this _____ day of _____, 202__, between FAITH LUTHERAN CHURCH OF CARPINTERIA, CALIFORNIA, a California corporation, herein called TRUSTOR, whose address upon recordation is 1335 Vallecito Place, Carpinteria, California 93013, CHICAGO TITLE INSURANCE COMPANY herein called TRUSTEE, and THE CITY OF CARPINTERIA, a municipal corporation, herein called BENEFICIARY,

WITNESSETH: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS to TRUSTEE IN TRUST, WITH POWER OF SALE, that property in Santa Barbara County, California, described as:

See **Exhibit "A"** attached hereto and by this reference made a part hereof Assessor's Parcel No. 003-142-032, more commonly known as 1335 Vallecito Place, Carpinteria, CA.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by paragraph ten (10) of the provisions incorporated herein by reference to collect and apply such rents, issues and profits.

For the Purpose of Securing: Performance by Trustor (as Grantee) of each agreement incorporated by reference or contained within that certain Interim Affordability Control Covenant (***"Covenant"***) dated, _____, 202__, executed by Trustor (as Grantee) and recorded concurrently with this Performance Deed of Trust.

To Protect the Security of this Deed of Trust, Trustor Agrees: By the execution and delivery of this Deed of Trust and the Covenant secured hereby, that provisions one (1) to fourteen (14), inclusive, of the fictitious deed of trust recorded in Santa Barbara County and Sonoma County October 18, 1961, and in all other counties October 23, 1961, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county,

VIZ:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	[illegible]	604	Inyo	252	633	[illegible]	[illegible]	[illegible]	Solano	[illegible]	[illegible]
Alpine	[illegible]	250	Lake	262	36	Plumas	191	[illegible]	Sonoma	[illegible]	[illegible]
Amador	[illegible]	248	[illegible]	[illegible]	[illegible]	Riverside	8808	522	Stanislaus	[illegible]	[illegible]
Butte	[illegible]	1	Los Angeles	[illegible]	899	Sacramento	6031	[illegible]	Sutter	[illegible]	[illegible]
Calaveras	[illegible]	157	Madera	[illegible]	[illegible]	San Benito	271	383	Tehama	[illegible]	[illegible]
Colusa	290	332	Marin	1200	[illegible]	San Bernardino	6667	61	Trinity	[illegible]	227
Contra Costa	2078	[illegible]	Mariposa	[illegible]	[illegible]	San Francisco	A336	[illegible]	Tulare	[illegible]	[illegible]
Del Norte	[illegible]	438	Mendocino	579	[illegible]	San Joaquin	2470	[illegible]	Tuolumne	[illegible]	[illegible]
El Dorado	568	[illegible]	Merced	1547	[illegible]	San Luis Obispo	[illegible]	82	Ventura	2794	[illegible]
Fresno	4626	323	Modoc	154	[illegible]	San Mateo	[illegible]	278	Yolo	[illegible]	[illegible]
Glenn	[illegible]	[illegible]	Mono	[illegible]	405	Santa Barbara	1576	[illegible]	Yuba	302	208
Humboldt	[illegible]	[illegible]	Monterey	[illegible]	556	Santa Clara	6000	241			
Imperial	[illegible]	[illegible]	Napa	[illegible]	46	Santa Cruz	1451	[illegible]			
Kern	1187	[illegible]	Nevada	305	323	Shasta	894	633			
Kings	[illegible]	[illegible]	Orange	9089	61	San Diego, Book 2, Book [illegible] Page [illegible]					

Which provisions, identical in all counties, (printed on the attached pages) are hereby adopted and incorporated herein and made a part hereof as fully as though set forth herein; that Trustor will observe and perform said provisions; and that the references to property, obligations and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

This Performance Deed of Trust shall be subordinate to the first deed of trust recorded against the property that is held by an institutional lender ("***First Institutional Deed of Trust***"), which First Institutional Deed of Trust shall be paramount, prior, and superior to and forever bind the interests of the undersigned for all purposes as though the First Institutional Deed of Trust had been executed prior to the creation of this Performance Deed of Trust.

The undersigned Trustor requests that a copy of any Notice of Default and any Notice of Sale hereunder be mailed to the address hereinbefore set forth.

TRUSTOR
FAITH LUTHERAN CHURCH OF
CARPINTERIA, CALIFORNIA,
a California corporation
BY: FAITH LUTHERAN CHURCH OF
CARPINTERIA, CALIFORNIA, a California corporation

By: [signature]

Name: PAUL D WRIGHT

Its: PRESIDENT OF THE BOARD

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF Santa Barbara)

On January 26, 2021, before me, Karen Garcia de Arreola, Notary Public (here insert name and title of the officer), personally appeared Paul D Wright, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal

Signature: [signature] (Seal)

KAREN GARCIA DE ARREOLA
COMM. #2296484
NOTARY PUBLIC-CALIFORNIA
SANTA BARBARA COUNTY
My Comm. Expires August 6, 2023

EXHIBIT "A"
LEGAL DESCRIPTION
1335 VALLECITO PLACE, CARPINTERIA, CA

Lot 1 through Lot 7 of Tract 25,196, in the City of Carpinteria, County of Santa Barbara, State of California, as per Map recorded in Book ____, Pages ____ through ____ of Maps, recorded in Official Records, all in the Office of the County Recorder of said County.

A.P.N. 003-142-032

EXHIBIT "E"

GRANT OF PREEMPTIVE RIGHT:
RESALE RESTRICTION COVENANT AND OPTION TO PURCHASE
SECURED BY PERFORMANCE DEED OF TRUST

RECORDING REQUESTED BY AND

WHEN RECORDED MAIL TO:

Fidela Garcia, City Clerk
City of Carpinteria
5775 Carpinteria
Carpinteria, CA 93013

A.P.N.: _____ *SPACE ABOVE THIS LINE FOR RECORDER'S USE*

Address: 5110 Ogan Road, Carpinteria, California No Fee per Govt. Code Sec. 6103

GRANT OF PREEMPTIVE RIGHT;
RESALE RESTRICTION COVENANT AND OPTION TO PURCHASE
SECURED BY PERFORMANCE DEED OF TRUST

THIS GRANT OF PREEMPTIVE RIGHT, RESALE RESTRICTION COVENANT AND OPTION TO PURCHASE ("***Covenant***") is dated as of this 26th day of January, 202[illegible], by and between _____ ("***Purchaser***"); FAITH LUTHERAN CHURCH OF CARPINTERIA, CALIFORNIA, a California corporation ("***Seller***"); and the City of Carpinteria, a municipal corporation, ("***City***").

This Covenant applies to the real property commonly known as Lot 1 at 5110 Ogan Road, Carpinteria, California, which is more fully described in **Exhibit "A"** attached hereto and incorporated herein by this reference ("***Property***"). This Covenant rescinds and supersedes the previous affordability control document on the Property, which was titled "Interim Affordability Control Covenant" dated _____, 202__, and was recorded as Document No. _____, on _____, 202__.

RECITALS

WHEREAS, the City approved that certain development of the Property; and

WHEREAS, Seller and Purchaser have benefited from the City's approval of said development and as a result Purchaser has the opportunity to purchase the Property at a price substantially below fair market value; and

WHEREAS, the intent of the City in approving development of the Property is to preserve the affordability of the Property for persons with incomes within a specified range; and

WHEREAS, subsequent purchasers will benefit from the limitation on the purchase price of the Property, which this Covenant requires; and

WHEREAS, the intent of Seller and City is to preserve through this Covenant the affordability of the Property for persons with incomes between 121% and 200% of the Area Median Income, and to assign to the City the right to enforce compliance with this Covenant.

NOW, THEREFORE, in consideration of the benefits received by the Parties, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **INCORPORATION OF RECITALS.** The above recitals are hereby incorporated herein as if fully set forth at this point.

2. **DEFINITIONS.**

Affordability Term. The term set forth in this Covenant during which the Property shall be subject to all provisions of this Covenant.

City. The City of Carpinteria or any subsequent successors, designees, or assigns.

Encumber. The execution or recordation of any mortgage, deed of trust, or other instrument intended to secure an obligation or indebtedness, whether purchase money debt or refinanced debt.

Institutional Lender. Any bank or savings and loan association that is licensed to engage in the business of providing purchase money mortgage financing for residential real property.

Owner. The Purchaser and any subsequent owner, whether an occupant owner or non-occupant title holder, devisee, heir, transferee, assign, grantee, executor, successor-in-interest, or any other holder of title of the Property or any portion thereof.

Transfer. Any sale, assignment, or transfer, either voluntary or involuntary, or by operation of law, whether by deed, contract of sale, gift, devise, bequest, trustee's sale, deed in lieu of foreclosure, or otherwise, of any interest in the Property, including but not limited to, a fee simple interest, joint tenancy, life estate, leasehold, or an interest evidenced by a land contract by which possession of the Property is transferred and Owner retains title.

3. **TERM AND ENFORCEABILITY.**

A. **Affordability Term.** This Covenant shall bind and the benefit hereof shall inure to the Owner, his or her heirs, legal representatives, executors, successors in interest and assigns, and to the City, for thirty (30) years from the date first appearing on this Covenant ("***Affordability Term***"). If an Owner occupies the Property for the full Affordability Term in compliance with this Covenant, this Covenant shall expire and the Owner may sell the Property to any buyer for any price without regard to this Covenant. However, if the Owner sells or transfers the Property during the term of this Covenant, the new owner shall execute and record a new covenant that begins a new thirty (30) year period of price and occupancy restrictions. This

requirement will continue for each new owner of the Property, but in no event shall the period of controls exceed ninety (90) years from the date first appearing on this Covenant.

B. Covenants Running with the Land; Equitable Servitude. The Property is held and hereafter shall be held, conveyed, hypothecated, encumbered, leased, rented, used, and occupied subject to these covenants, conditions, restrictions and limitations. All of the herein-stated covenants, conditions, restrictions and limitations are intended to constitute both equitable servitudes and covenants running with the land pursuant to California Civil Code § 1468.

C. Binding Effect. Any Owner of the Property or of any portion of or interest in the Property, by the acceptance of a deed therefore, whether from Owner or from any subsequent owner of the Property, or by the signing of a contract or agreement to purchase the same, shall, by the acceptance of such deed or by the signing of such contract or agreement be deemed to have consented to and accepted the covenants, conditions, restrictions and limitations set forth herein.

D. Enforceability. In order to preserve through this Covenant the affordability of the Property for persons with incomes within a specified range, the Owner hereby grants and assigns to the City the right to review and enforce compliance with this Covenant, and in furtherance of this right, grants to the City an Assignment of Rents, described in Section 14 of this Covenant, and an Option to Purchase the Property, described under Sections 4 and 10 of this Covenant, and assigns to the City any proceeds payable to the Owner from a sale, transfer, foreclosure or deed in lieu of foreclosure in excess of the Maximum Sales Price, as described in Section 13B of this Covenant. In addition, this Covenant is secured by that certain Performance Deed of Trust of even date herewith made by Owner, as Trustor, for the benefit of City, as beneficiary ("***Performance Deed of Trust***").

4. SUBORDINATION; DEFAULT UNDER DEED OF TRUST; NOTICE TO CITY.

A. Subordination to Institutional First Deed of Trust. This Covenant shall be subject and subordinate to the lien of the first deed of trust which secures a loan made by an Institutional Lender (hereinafter "Institutional First Deed of Trust"), subject to the following conditions and limitations:

1. The amount of the Institutional First Deed of Trust shall not exceed the City approved purchase price paid by Owner, less the approximate balance of City financing (if any) as of the date first appearing on this Covenant. The subordination of this Covenant pursuant to this Section 4 shall not apply to any Institutional First Deed of Trust that exceeds such amount, absent specific written approval from the City Community Development Director.

2. In the event of default under any deed of trust, including the Institutional First Deed of Trust and Performance Deed of Trust, the City shall have the same right as the Owner to cure the default and redeem the Property prior to foreclosure sale. Such redemption shall be subject to the same fees, charges and penalties which would otherwise be assessed against the Owner. Nothing herein shall be construed as creating an obligation on the part of

the City to cure any such default nor shall this right to cure and redeem operate to extend any time limitations in the default provisions of the underlying deed of trust or mortgage.

3. Any default under a deed of trust, including the Institutional First Deed of Trust and Performance Deed of Trust, shall trigger the City's right to exercise its option to purchase the Property, as described more fully in Section 14 below, and the City may exercise its option to purchase the Property pursuant to such provisions. The holder of the Institutional First Deed of Trust shall be under no obligation to provide notice of default to the City other than as required pursuant to a duly filed request for notice of default under Section 2924(b) of the California Civil Code. In the event the City elects in its sole discretion to exercise such option to purchase subsequent to a default on the Institutional First Deed of Trust, and notwithstanding any language contained herein to the contrary with regard to the rights of the City, the City must complete such purchase no later than the end of the period established by Section 2924(c) of the California Civil Code for the reinstatement of a monetary default under the deed of trust.

4. Notwithstanding the foregoing, the Institutional First Deed of Trust shall not in any way defeat, invalidate or impair the obligation or priority of the conditions of approval applicable to the Property (Project No. 16-1849-CUPR/TM/CDP), including, but not limited to, the affordability restrictions, which shall be binding on any Owner whose title is derived through foreclosure sale, trustee's sale or otherwise. The affordability restrictions include, but are not limited to, those set forth in Carpinteria Municipal Code Chapter 14.75 and this Covenant.

B. Default Under Deed of Trust. Subject to the above-stated conditions and limitations, this Covenant and Performance Deed of Trust shall not impair the rights of such Institutional Lender, or such Institutional Lender's assignee or successor in interest, to foreclose or take title to the Property pursuant to the remedies in the Institutional First Deed of Trust, or accept a deed in lieu of foreclosure in the event of default by a trustor under the Institutional First Deed of Trust. Subsequent to the Institutional Lender acquiring title through foreclosure sale or accepting a deed in lieu of foreclosure under such Institutional First Deed of Trust, provided that this Covenant shall remain in full force or effect as an encumbrance against the Property (or any owners, tenants or encumbrancers in the chain of title), the Institutional Lender or subsequent transferee may sell the Property to any purchaser at any price or lease the Property to any tenant at any rental amount, that is consistent with this Covenant.

C. Notice of Default. Owner shall notify City of any deed of trust or mortgage recorded against the Property, and shall provide the City with the information needed by the City to record a Request for Notice of Default. Note that the City's approval of any financing is required under Sections 6 and 10 below.

5. OCCUPANCY, LEASING AND OWNERSHIP OF OTHER REAL PROPERTY.

A. Property as Principal Place of Residence. Owner shall occupy the Property as his/her principal place of residence. During the time the Property is vacant while being actively offered for sale by Owner, this owner-occupancy requirement shall not apply; however, Owner may not rent the Property during such period.

B. **Rental of Property**. Owner shall not rent or lease the Property or any portion thereof without prior written approval by the City. The City Community Development Director or the Director's designee may approve modifications to these occupancy requirements and rental restrictions if Owner demonstrates need due to illness, temporary employment relocation, sabbatical, extended travels, or other good cause. All leases shall conform to the moderate-income affordability conditions and maximum rents established by the City and in effect at the time of the lease. Any rental or lease without prior written approval by the City is in violation of this Covenant, and shall result in an assignment of all rents due or collected, as described in Section 14 below.

C. **Ownership of Other Real Property**. Owner may not own any other residential real estate, in whole or in part, concurrently with the ownership of the Property. The City Community Development Director or the Director's designee may approve modification to this restriction if Owner demonstrates need or other good cause. Ownership of any other residential real estate in whole or in part without written approval by the City is in violation of this Covenant, and shall result in default and remedies as described in this Covenant.

6. TRANSFER OF PROPERTY; REFINANCE OR OTHER ENCUMBRANCE.

A. **Transfer of Property**. Except as provided in this Covenant, the Property shall not be transferred, financed, refinanced or otherwise encumbered in any way without the prior written approval of the City Community Development Director.

B. **Exceptions.** The following transfers are exceptions to the requirements of Section 6.A. above and do not require written approval; however, Owner shall immediately notify the City in writing upon any of the following:

1. A transfer resulting from the death of an Owner where the transfer is to a spouse who is also an Owner.

2. A transfer by an Owner where the spouse becomes the co-owner of the Property.

3. A transfer resulting from a decree of dissolution of the marriage or legal separation from a property settlement agreement incidental to such a decree by which a spouse who is an Owner becomes the sole Owner of the property.

4. A transfer by an Owner into an inter vivos trust in which the Owner is a beneficiary.

C. **City Approval of Transfer**. The City shall approve a proposed transfer of the Property provided that (i) Owner is not in default under this Covenant, (ii) the City does not elect to exercise its Option to Purchase, and (iii) the City determines that Owner and Owner's proposed purchaser/transferee (hereinafter "***Transferee***") have complied with all of the requirements and provisions of this Covenant.

7. CITY OPTION TO PURCHASE UPON SALE OR OTHER TRANSFER. In consideration of the benefits received by Owner, Owner hereby grants to the City, and the City hereby accepts, the right to purchase the Property at a price and under terms and conditions as set forth herein ("***Option to Purchase***"). The City may exercise its Option to Purchase anytime Owner intends to sell, transfer or convey the Property during the term of the Covenant, subject to the following:

1. Prior to selling or transferring the Property, Owner shall send to the City, at the address and in the manner specified in Section 17.F below, written notice of Owner's intent to sell or transfer the Property.

2. The City shall have thirty (30) days after receipt of such notice to send to Owner written notice of the City's intent to exercise its Option to Purchase.

3. The City shall then have an additional forty-five (45) days to purchase the Property at the Maximum Sales Price specified in Section 11 below. The length of any delays caused by Owner or Owner's agents shall extend such time. Owner shall be responsible for all costs and shall provide all reports as is customary for sellers of residential property in Santa Barbara County, including, but not limited to, title insurance, zoning inspection, termite report, and required work to correct termite infestation. Should City elect to exercise its Option to Purchase, City and Owner shall enter into a standard California Association of Realtors Residential Purchase and Sale Agreement, or other similar purchase agreement mutually agreed to by City and Owner.

8. REQUIRED DISCLOSURES UPON TRANSFER. During the term of this Covenant, if City does not exercise its Option to Purchase, Owner may identify a Transferee who is ready, willing and able to purchase the Property and meets the income eligibility requirements set forth in this Covenant. Prior to any transfer of the Property, Owner and Transferee shall provide in writing to the City Community Development Director, the following information:

1. The name, address and telephone number of each Transferee.

2. The Transferee shall submit in writing a signed financial statement in a form acceptable to the City, together with complete federal income tax returns and schedules from the past two years, payroll check stubs for the past three (3) months, a copy of any loan applications and loan approvals related to the purchase of the Property, and other documentation as requested by the City. The financial information shall be used by the City to determine the income eligibility of the Transferee. The Transferee shall pay to the City a reasonable fee to cover the City's costs of verifying information and administering its rights and obligations under this Covenant.

3. Owner shall submit the proposed sale contract, escrow instructions, and all other related documents that shall set forth the terms of sale or transfer of the Property. These documents shall incorporate the following terms:

a. The sale price.

b. The price to be paid by the Transferee for Owner's personal property, if any, and for the services of Owner, if any.

c. All other amounts of money or other consideration, if any, concerning the Property to be paid by the Transferee to the Owner, and reasons therefore.

d. The down payment to be paid by the Transferee.

e. Any additional financing obtained by the Transferee to purchase the Property, including all terms and conditions of the financing.

f. The monthly payments to be paid by the Transferee in connection with the purchase and ownership of the Property, itemized for standard costs of ownership, including but not limited to loans, taxes, insurance, and homeowner's association fees.

9. ELIGIBILITY OF TRANSFEREE. Any and all Transferee(s) shall meet the following requirements prior to transfer of the Property:

A. Each Transferee shall certify his or her intent to occupy the Property as his or her principal residence.

B. Transferee(s) shall not own other real property or any interest therein at the time of the close of escrow on the purchase of this Property. The City Community Development Director may waive this requirement for good cause.

C. The combined annual gross income for all Transferees shall be between 121% and 200% of the Area Median Income (AMI) in Santa Barbara County, adjusted for household size as published by the U.S. Department of Housing and Urban Development (HUD). In the event such income figures are no longer published, or have not been updated for a period of at least eighteen (18) months, the City may use or develop such other reasonable figures as it may choose.

D. If Transferee has investment assets (stocks, bonds, cash, bank accounts, certificates of deposit, and other investment property, but not including retirement accounts), income will be counted or imputed from such assets. No income will be counted or imputed from those assets to be used for the down payment and closing costs on the Property, except to the extent that the down payment exceeds twenty percent (20%) of the purchase price. The City Community Development Director or the Director's designee shall determine the method of imputing income.

E. The Transferee's down payment must not exceed forty percent (40%) of the purchase price, and consequently the Transferee's income must be sufficient to support the mortgage payment on a mortgage for sixty percent (60%) of the purchase price. Transferees may receive all or a portion of the down payment as a gift provided the gift does not exceed twenty percent (20%) of the purchase price and the donor provides a gift letter in a form acceptable to the City. Gifts include funds given to Transferee within twelve (12) months prior to the purchase.

F. To ensure affordability to the Transferee, Transferee's income, less business expenses, shall be sufficient so that at least twenty-eight percent (28%) and no more than forty percent (40%) of such income will be required to pay for housing expenses, including loan

payments, homeowner's association fees, taxes, and insurance. The mortgage loan payment for this calculation shall be based on the fully indexed interest rate rather than an introductory or "teaser" rate.

G. To ensure continued affordability to the Transferee, no purchase money financing obtained or assumed by Transferee that requires graduated interest, graduated payments, a balloon payment or negative amortization shall be permitted.

H. Transferees purchasing units with three or more bedrooms must be households of at least three persons, and all adults must be owners of record. The City Community Development Director may approve exceptions to this household size requirement in cases where the Transferee demonstrates a need for a large unit, or where necessary to prevent undue hardship.

10. REQUIREMENTS FOR APPROVED TRANSACTION. For the sale, transfer or Conveyance of the Affordable Unit to qualify as an approved transfer under this Covenant, the transaction shall meet the following minimum requirements as approved in writing by the City:

A. The sale price shall not exceed the Maximum Sales Prices, as calculated pursuant to Section 11 below.

B. Upon recordation of the Grant Deed or other conveyance of transfer of the Property, Owner and Transferee shall execute and cause to be recorded in the Office of the Santa Barbara County Recorder a new Resale Restriction Covenant and Option to Purchase ("***Replacement Covenant***") which shall replace this Covenant and be substantially similar to this Covenant and be approved by the City Community Development Director prior to recordation. The Replacement Covenant shall contain revisions to reflect any changes in the City's adopted affordability policies. The Replacement Covenant shall have a term of thirty (30) years, but in no event shall the affordability covenants and restrictions extend beyond ninety (90) years from the date first appearing on this Covenant.

C. Each Owner and Transferee shall approve and sign escrow instructions by the City, which shall instruct escrow regarding the requirements of this Covenant and City financing, if any. Owner and Transferee shall provide the City with a copy of the final sale contract, settlement statement, signed escrow instructions, and any other document that the City may reasonably request.

D. In the event a sale or transfer is made in violation of the terms of this Covenant or false or misleading statements are made in any documents or certification submitted to the City for its approval of the sale or transfer, the City may declare a default under the Covenant. The City shall also have the right to file an action at law or in equity to force the parties to terminate or rescind the sale contract and declare the sale void notwithstanding the fact that the sale or transfer may have closed and become final as between the seller and purchaser. In any event, any costs, liabilities or obligations incurred by the seller and purchaser for the return of any moneys paid or received in violation hereunder or for any costs and legal expenses, shall be borne by the seller and purchaser, and not by the City. The seller and purchaser shall hold the City and its

designees harmless for any action the City reasonably takes in good faith in enforcing the terms of this Covenant and shall pay to City all reasonable fees and costs, including attorneys' fees, incurred by City in its enforcement of this Covenant.

11. RESALE PRICE CALCULATION.

A. Resale Calculation. The initial purchase price for the Property shall be affordable for above-moderate income households, which is defined as households earning between 121% and 200% of the Area Median Income. Except as provided in Section III above, the sale price of the Property for the resale of the Property after the initial sale shall not exceed the City-approved purchase price paid by Owner (less the amount of mid-year adjustment, if applicable) adjusted by the percentage increase in the Area Median Income (AMI) for the Santa Barbara County area during the period in which the Owner owned the Property and occupied it in compliance with the requirements of this Covenant ("Maximum Sales Price"). In some cases, a "mid-year adjustment" will apply, as specified below.

B. Mid-Year Adjustment. To allow for a projected change in the Maximum Sales Price between publication dates of the AMI, the Maximum Sales Price may be increased by a "mid-year adjustment" calculated as follows:

The City-approved purchase price paid by Owner, multiplied by the following estimate of the as yet unpublished change in the AMI:

One-half of the average annual percentage change in the AMI over the previous two years, divided by twelve and multiplied by the number of months between the last publication of the AMI and the date of sale of the Property. Note: this adjustment is based on "one-half of the average" in order to apply a conservative estimate of the increase in the AMI.

However, no mid-year adjustment shall be added unless at least four months have passed between the last publication of the AMI and the date of calculation of the sale price of the Property.

If the "mid-year adjustment" is included in the sale price at any sale, then for the next sale the price calculation shall be adjusted as follows: the amount of mid-year adjustment which was included in the price paid by Owner shall be subtracted from the price paid by Owner. This adjustment is to assure that the price is not changed by both the mid-year adjustment (which is based on a future estimate of the AMI), and the actual change in the AMI which later became known.

C. Owner Improvements. To help ensure continued affordability to subsequent purchasers, no price adjustment or other reimbursement shall generally be allowed for property improvements made by the Owner. The Owner is free to make improvements for the Owner's personal benefit and enjoyment, but shall not be compensated for such improvements upon sale of the Property. The City Community Development Director may approve, on a case-by-case basis, exceptions to this policy, provided all of the following conditions are met:

1. The improvements are permanent and substantial.

2. The improvements are not of a decorative or maintenance nature, such as painting, wall coverings, window coverings, or replacement of carpeting. Landscaping, plantings and hardscape may be eligible for a price change, but only if such improvements were necessary to complete a large area (such as a rear yard) that the developer left unimproved.

3. The improvements are not of a luxury nature, such as a spa, whirlpool tub, or brick bar-b-que. A deck or patio may be eligible, but only to the extent needed to provide a reasonable amount of usable outdoor living space. A fireplace addition may be eligible.

4. The allowed price increase for all improvements may not exceed the lower of:

   a. The actual out-of-pocket cost of eligible improvements paid by owner for design, materials and labor (as supported by receipts).
   b. The actual present value of the improvements as determined by City staff. This is the amount that the improvements would increase the market value of the Property at the time of sale.
   c. Ten percent (10%) of the otherwise maximum affordable sale price of the Property.

5. The combined actual present value of the eligible improvements as described above is at least one percent (1%) of the Maximum Sales Price of the Property;

6. The improvements were done with all required City permits and in compliance with any requirements imposed by the homeowners' association and CC&Rs.

7. No increase whatsoever shall be allowed during such time, if any, that Owner was in violation of any requirement of this Covenant.

D. Other Requirements and Conditions.

1. City staff or staff's designee shall be afforded reasonable opportunity to inspect the Property for damage or deferred maintenance. If the Property is damaged or if there is substantial deferred maintenance, the City may lower the Maximum Sales Price by the amount needed to repair the damage or to carry out the needed maintenance.

2. The Owner may not require the Transferee to pay any commissions or other costs of sale typically paid by sellers of residential property.

E. Maximum Sale Price Not Guaranteed. The Maximum Sales Price is not a guarantee that the Owner will be able to sell the Property for that price. If the Property sells for less than the Maximum Sales Price, such lower price will become the basis for the calculation of the Maximum Sales Price upon the next sale of the Property.

12. REQUIREMENTS FOR CITY APPROVAL OF FINANCING OR REFINANCING. The terms of all financing secured by the Property must be approved by the City Community Development Director, whether at the time of sale or at any other time. The City Community Development Director shall generally approve a refinancing of the first mortgage loan if no additional cash is taken out other than the loan costs, and the terms of the new loan are more favorable than the prior loan and the Owner is in full compliance with this Covenant. If Owner wishes to refinance for the purpose of receiving cash funds, the City Community Development Director will consider the request on a case-by-case basis. Generally, the Owner's debt payment-to-income ratio should not be higher than it was upon Owner's purchase of the property. If the City has provided financing secured by a deed of trust, the refinancing will be reviewed on a case-by-case basis to ensure that the City's security interest and the Owner's ability to repay remain strong. Financing that may result in negative amortization shall not be approved unless the City is satisfied in its sole discretion that there is adequate Owner equity (at least 20 to 25 percent) and good credit history.

13. BEQUEST OR FORECLOSURE, INSURANCE AND CONDEMNATION.

A. Transfer by Operation of Law. In the event of a transfer of the Property by operation of law such as by devise, bequest, foreclosure on any financing not exempted under Section 4 above, or deed in lieu of foreclosure on any such financing, to a person who does not meet the requirements of Section 9, the Transferee or the estate of the decedent shall be bound by the provisions of this Covenant; however, the City shall not declare a default before allowing such person a reasonable period of time, not less than ninety (90) days, to sell, transfer or convey the Property to an eligible purchaser in conformance with all of the provisions of this Covenant.

B. Proceeds from Foreclosure. In the event that the Property is transferred through foreclosure, a deed in lieu of foreclosure or a trustee's deed upon sale, a default in a contract of sale, or through any other means for the purpose of curing or preventing a default by Owner on a loan or obligation, any amount of the sale price which is over and above the Maximum Sales Price calculated according to Section 11 above, and which would otherwise be payable to Owner after full satisfaction of the lender's loan and costs, shall be due and owing to the City.

C. Insurance and Condemnation Proceeds. Any hazard insurance proceeds that are not used to repair or rebuild the Property, and any condemnation award, shall be distributed as follows:

1. First, to lenders according to the recording priority of their deeds of trust against the Property, as provided by law.

2. If any funds remain after the lenders have been paid, then to the Owner, up to but not to exceed the net amount (after payment of encumbrances) that Owner would have received under a sale at the Maximum Sales Price calculated according to Section 11 above.

3. If any funds remain after the Owner has been paid, the remainder shall be paid to the City.

14. DEFAULTS AND REMEDIES: ASSIGNMENT OF RENTS.

A. Declaration of Default. Upon any violation of the provisions of this Covenant the City may declare a default under this Covenant by delivering written notice thereof to the Owner. Upon the declaration of a default, the City may exercise its rights under the Performance Deed of Trust, and seek any and all remedies available at law or in equity, including, but not limited to applying to a court of competent jurisdiction for specific performance of the Covenant, for an injunction prohibiting a proposed sale or transfer in violation of this Covenant, or for a declaration that the prohibited transfer is void.

B. Assignment of Rents. Owner hereby assigns to City the right to receive the rents due or collected during the entire period the Property is occupied in violation of any of the terms of this Covenant.

C. Remedies Not Exclusive. The remedies stated herein shall not be exclusive, but shall be cumulative to all other remedies and rights the parties may lawfully exercise.

15. PURCHASE OPTION UPON DEFAULT.

A. In addition to the remedies provided the City elsewhere in this Covenant, Owner hereby grants to the City the option to purchase the Property effective upon the declaration of a default ("***Default Option***").

B. The Default Option to purchase may be exercised upon a default under this Covenant or upon default under any notes or deeds Owner has executed in favor of the City, or any deed of trust, or any other lien, including a judgment lien, recorded against the Property. The City shall have thirty (30) days after declaring a default or receiving notice that a default is declared on any other obligation secured by this Property to notify the Owner of its decision to exercise its option to purchase. Not later than sixty (60) days after the certified mailing of the notice to exercise its Default Option, the City or its assignee shall purchase the Property for the following price:

The lesser of the following:

1. The Maximum Sales Price calculated in Section 11, less six percent (6%) to cover the City's resale costs, and less the amount necessary to repair any damage and correct deferred maintenance as reasonably determined by the City; or,

2. The appraised value of the Property as determined by a state licensed appraiser approved by Owner and City, less six percent (6%) to cover the City's resale costs, but not less than:

3. The amount necessary to pay the balance due on the outstanding first mortgage.

16. REQUIREMENTS FOR WRITTEN REPORTS FROM OWNER. Owner shall provide a written report to the City on the occurrence of any of the following:

A. As soon as possible after Owner has requested and obtained the City's written approval to rent the Property pursuant to Section 5.B above, Owner shall provide a report, which includes a copy of the lease or rental agreement, the names of the renters, the rent being charged, the reason for the rental, and the new temporary address of the Owner. Owner shall also provide a report upon changing the terms of any lease or rental agreement, and when the Owner re-occupies the Property.

B. Each year on October 15, or on such other date as specified by the City in writing, Owner shall submit an Annual Report, signed by Owner, which includes Owner's statement that Owner has occupied the Property and complied with all provisions of this Covenant, or includes Owner's explanation of any rental or violation of any provision of this Covenant.

C. The reports required under this Section shall be submitted within thirty (30) days of the specified date to the City of Carpinteria, Community Development Department, 5775 Carpinteria Avenue, Carpinteria, California, 93013, or to such other person or address designated by the City. Failure to provide a report in a timely manner, or any misrepresentations on the report, shall constitute a default under this Covenant.

17. ADDITIONAL PROVISIONS.

A. Assignment of Rights. The City may assign its rights and delegate its duties hereunder without the consent of Owner. Upon such assignment the City shall notify the Owner.

B. Attorneys' Fees. If any action is brought to enforce the terms of this Covenant, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

C. Ownership of Other Real Estate. The Owner covenants that they have not and shall not execute any other agreement to purchase or purchase any other real property during their ownership of property subject of this Covenant.

D. Severability. If any one or more of the provisions contained in this Covenant shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Covenant and this Covenant shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

E. Choice of Law; Venue. The terms of this Covenant shall be interpreted under the laws of the State of California and the proper venue for any action related to this Covenant shall be the Superior Court of the County of Santa Barbara.

F. Notices. All notices required herein shall be sent by certified mail, return receipt requested, to the Owner at the address of the Property and to the City at: Community Development Department, 5775 Carpinteria Avenue, Carpinteria, CA 93013, or such other address that the City may subsequently provide in writing to the Owner.

G. Recordation of Notice of Default. Owner agrees to permit the City to record a Request for Notice of Default and a Request for Notice of Delinquency at any time.

H. Option Accepted. The Option to Purchase and Default Option are hereby accepted by the City of Carpinteria.

18. DECLARATIONS PRIOR TO SALE UNDER SECTION 9. Prior to any sale or transfer of the Property under Section 9, the following declarations shall be provided:

A. Declaration of Owner to City. The Owner shall provide to the City the following declarations:

1. I have been in compliance with the affordability and owner-occupancy requirements of the City during the entire period during which I owned the Property, and this sale is in compliance with those requirements.

2. I have not rented the Property except as has been approved by the City in writing.

3. The sale price of the Property in this transaction is the amount stated by the City in its declaration concurrently provided herewith, and I have not received and will not receive any payment or consideration from the purchasers except as is disclosed in the purchase contract and escrow documents, which have been delivered to the City.

4. I understand that any false statements or misrepresentations to the City in this transaction will constitute a default under this Covenant, and may constitute fraud.

B. Declaration of Transferee to City. Prior to any sale or transfer of the Property under Section 9, the Transferee shall provide to the City the following declarations:

1. The financial and other information provided by me is true and complete.

2. I have received a copy of the Replacement Covenant and agree to comply with all of the requirements of this Replacement Covenant.

3. I will occupy the Property as my principal residence.

4. No persons or entity will be on title to the Property other than as listed below as Occupant Purchasers or Non-Occupant Title-holders. I understand that the City must give its approval in writing before anyone else may be listed on the title.

5. The purchase price of the Property is the amount listed in the Declaration by City, below. I have not paid and will not pay any consideration to the seller, or any real estate commissions, or any costs normally paid by sellers, except as already disclosed in the purchase contract and escrow instructions which have been delivered to the City.

6. I understand that any false statements or misrepresentations to the City in this transaction will constitute a default under this covenant, and may constitute fraud.

C. Declaration of Non-occupant Holder (If Any). Prior to any sale or transfer of the Property under Section 9 that includes a non-occupant title holder, said person shall deliver to the City the following declarations:

1. I appear on the title to the Property as a tenant in common only because I am a co-borrower for the purpose of helping the Occupant-Purchaser(s) qualify for the purchase money loan. My equity interest in the Property will not be greater than one percent (1%) of the total equity of all owners of the Property, and I will receive no money from the sale of the property in excess of this one percent (1%), except as may be provided by the City, in its sole and absolute discretion.

2. I acknowledge and agree that I have not been approved by the City as an eligible transferee, and I am not permitted to occupy the Property at any time, and that my occupancy of the Property will constitute a default under the Covenant.

3. If I am named in the will of an Occupant-Purchaser I may receive an equity interest upon the death of the Occupant-Purchaser. However, unless at that time I am certified as an eligible transferee by the City, I will not be permitted to occupy the Property, and will be required to sell my interest to an eligible transferee under the provisions of the Covenant.

4. I understand that any false statements or misrepresentations to the City in this transaction will constitute a default under this covenant, and may constitute fraud.

D. Declaration by the City. Prior to any sale or transfer of the Property under Section 9 of this Covenant, the Community Development Director shall provide the following declarations:

1. The City has reviewed the financial information and other information submitted by the undersigned Occupant-Purchaser(s). Based on this information the City has found these Occupant-Purchaser(s) to be eligible transferees as required by the Covenant.

The sale price of the Property in this transaction (the City approved purchase price paid by Owner) is _____ AND 00/100 DOLLARS ($_____). This price may include the following projected increase (***"mid-year adjustment"***) in the sale price for the period from the latest change in the AMI to the date of sale: $_____. At the date of this sale the Area Median Income = $_____. The date of the initial sale of the Property is _____, 20____. For information purposes only, the amount of City financing (if any) provided at the initial sale of the property was $_____, and the approximate balance on the City financing as of the date of this Covenant was $_____.

IN WITNESS WHEREOF, the Parties have executed this Covenant as of the date written.

SELLER:

_____ _____

PURCHASER:

_____ _____

CITY OF CARPINTERIA, by:

_____
Community Development Director

NOTE: This Covenant will be recorded; a notary must acknowledge the signature of the parties.

Approved as to Form: **Approved as to Content:**

_____ _____
City Attorney Community Development Director

EXHIBITS:
Exhibit "A" to Resale Restrictive Covenant – Legal Description of Property

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 202__, before me, _____
(here insert name and title of the officer), personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____ (Seal)

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 202__, before me, _____
(here insert name and title of the officer), personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____ (Seal)

ACKNOWLEDGMENT

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STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 202___, before me, _____
(here insert name and title of the officer), personally **appeared** _____,
who proved to me on the basis of satisfactory evidence to be the **person(s) whose name(s) is/are** subscribed to the within instrument and acknowledged to me that **he/she/they executed** the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____ (Seal)

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 202___, before me, _____
(here insert name and title of the officer), personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____ (Seal)

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

Lot 1 of Tract 25,196, in the City of Carpinteria, County of Santa Barbara, State of California, as per Map recorded in Book ____, Pages ____ through ____ of Maps, recorded in Official Records, all in the Office of the County Recorder of said County.

EXHIBIT "F"

MARKETING PLAN
AFFORDABLE UNIT FOR
FAITH LUTHERAN CHURCH LOT SPLIT & NEW RESIDENCES

MARKETING PLAN
AFFORDABLE UNIT
FAITH LUTHERAN CHURCH LOT SPLIT & NEW RESIDENCES
LOT 1: 5110 OGAN ROAD

This Marketing Plan ("***Marketing Plan***") binds FAITH LUTHERAN CHURCH OF CARPINTERIA, CALIFORNIA, a California corporation, its successors and assigns (hereinafter "***Owner***") to this Marketing Plan for the property located at 5110 Ogan Road, Carpinteria, California (APN 003-142-032) ("***Property***") with respect to that certain residential development project approved by the City of Carpinteria ("***Project***"). Any revisions or amendments to this Marketing Plan require written approval by the City Community Development Director or designee. This Marketing Plan also satisfies Item 22 of the Conditions of Approval ("***Conditions of Approval***") for the Project (16-1849-CUPR/TM/CDP) approved by the City Council of the City of Carpinteria, on December 10, 2018, by Resolution No. 5841. The Conditions of Approval require that Owner assure that one (1) for-sale residential lot targeted to above-moderate income households earning between one hundred twenty-one percent (121%) and two hundred percent (200%) of the Area Median Income ("***Affordable Housing Unit***"), will be maintained as affordable housing for a minimum period of thirty (30) years.

A. Goals of Marketing Plan: The Marketing Plan will accomplish the following goals, which are defined in more detail below.

1. Notify the general public and certain target groups regarding the availability of the new residential unit offered in the Project.
2. Educate the general public and target groups of the eligibility requirements for the Affordable Housing Unit.
3. Identify potential purchasers that qualify for the Affordable Housing Unit.

B. Overview of Marketing Plan:

1. Advertising.

a. No later than the commencement of construction on the market-rate lots within the Project, Owner will begin advertising the Project, including the location, price, amenities, affordable housing component, and general eligibility standards for the Affordable Housing Unit.

b. A sign will be placed on the Property prior to and during construction displaying a telephone number that can be called to receive information about the Project and buyer qualification criteria.

c. Owner will advertise the Project, with particular emphasis on the Affordable Housing Unit, in the Costal View News at least two (2) times prior to the Affordable Housing Unit becoming available for purchase.

2. Marketing Materials for the Project.

a. All advertising and marketing materials will include a telephone number for interested buyers to call and receive additional information about the Project and to request an application. Developer will promptly return all telephone inquiries and provide the requested information and applications.

b. The marketing materials will include information about the Affordable Housing Unit for sale and the qualifying criteria. Applications will be provided by Owner (with approval by the City as to the content of the application) to all interested persons. Applicants will be directed to complete, sign and return the applications to the City.

c. All marketing materials, information and applications will be provided in English and Spanish when requested.

C. Application Process:

1. **Eligibility and Prequalification of Applicants for Affordable Unit.**

a. City will identify potentially eligible purchasers for the Affordable Housing Unit ("***Eligible Purchasers***") through the application process, and will establish a list of such Eligible Purchasers ("***Eligible Purchasers List***"). The Eligible Purchasers List will be used to provide Eligible Purchasers the exclusive opportunity to purchase Affordable Housing Unit.

b. All applicants will have at least sixty (60) days to complete the application process and qualify for the Eligible Purchasers List.

2. Preparation of Eligible Purchasers List.

a. The list of Eligible Purchasers will be developed through the review and screening of the applications received by City. In preparing the Eligible Purchasers List, City will use its standard application form, qualification and selection criteria, and will cooperate and coordinate with its consultant in processing all applications.

b. The consultant may assist City determining the eligibility of applicants and review the financial information provided by applicants.

c. City will use care and due diligence in preparing the Eligible Purchasers List. Applicants qualifying as Eligible Purchasers for the Affordable Housing Unit will be provided a copy of the affordability covenant and related documents, which will be provided by the City and which any purchaser of the Affordable Unit will be required to execute prior to gaining title to the Affordable Unit.

D. Offering and Sale of Unit Lottery; Availability of Unit for Purchase.

1. **Offering of Unit; Phasing**. As currently planned, the Project will be completed in one phase, and the Affordable Housing Unit is part of the Project.

2. **Selection of Affordable Housing Unit Purchasers from Eligible Purchasers List**. Owner will offer the Affordable Housing Unit to Eligible Purchasers based upon the categories of purchasers identified in Item 22 of the Conditions of Approval. Eligible Purchasers will be subject to a lottery or other similar selection procedure whereby equally qualified Eligible Purchasers will be selected at random ("***Lottery***"). Owner will coordinate with City and its consultant in the performance of the Lottery, which will take place in the presence of at least one representative of the City.

3. **Unit Availability**. A unit shall be considered "available for purchase" on such date as Owner advises those on the list of Eligible Purchasers of such availability. Owner shall give the City ten (10) days written notice prior to offering any housing unit for sale, and will include with said notice the following:

(a) A Tract Map diagram highlighting the location of the housing unit to be offered for sale.

(b) The date on which the Affordable Housing Unit will be offered to the Eligible Purchasers.

E. Payment for the Implementation of Marketing Plan. Owner will pay all costs, including costs incurred by the City, related to the implementation of the Marketing Plan. Payment to City shall be made prior to issuance of occupancy clearance for the first residential unit in the development.

F. Conditions of Approval. Owner is responsible for complying with all requirements set out in Items 22 and 23 of the Conditions of Approval. This Marketing Plan is not intended to replace or supersede the Conditions of Approval of City Council Resolution No. 5841.

Owner hereby agrees to be bound by the terms and conditions set forth in this Marketing Plan.

Signatures on the following page

OWNER:

FAITH LUTHERAN CHURCH OF
CARPINTERIA, CALIFORNIA, a California corporation
BY: FAITH LUTHERAN CHURCH OF
CARPINTERIA, CALIFORNIA, a California corporation

By: _____

Name: Paul D. Wright

Its: President of the Board

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF Santa Barbara)

On January 26, 2021, before me, Karen Garcia de Arreola, Notary Public (here insert name and title of the officer), personally appeared Paul D Wright, Notary Public who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____ (Seal)

KAREN GARCIA DE ARREOLA
COMM. #2296494
NOTARY PUBLIC-CALIFORNIA
SANTA BARBARA COUNTY
My Comm. Expires August 6, 2023

Attachment I

Conditions of Approval Informational Notice

City Council Meeting
February 8, 2021

RECORDING REQUESTED BY:

CITY OF CARPINTERIA

WHEN RECORDED MAIL TO:

CITY CLERK
CITY OF CARPINTERIA
5775 CARPINTERIA AVENUE
CARPINTERIA, CA 93013

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 003-142-032

Tract Map No. 25,196

NOTICE

Notice is hereby given, pursuant to Section 66434.2 of the Government Code (State Subdivision Map Act) and Section 16.08.010 of the Subdivision Ordinance of the City of Carpinteria, that the information attached is given relative to Tract Map No. 25,196 filed _____, 20____, in Book _____, Pages _____ through _____ of Maps, records of Santa Barbara County, California.

This notice is not intended to affect record title interest. The information is derived from public records or reports, and the preparer of this document does not imply the correctness or sufficiency of these records or reports. Title to the estate or interest in the land shown on Tract Map No. 25,196 at the date hereof is vested in:

Faith Lutheran Church of Carpinteria, California, a California Corporation

The additional information required in connection with said map is attached hereto and incorporated herein by reference.

DOCUMENT PREPARED BY: _____

Steve Goggia
Director of Community Development Department
City of Carpinteria

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA
COUNTY OF SANTA BARBARA

On this ____ day of _____, 20__, before me,

_____, a Notary Public in and for said County and State,

personally appeared

_____

_____

_____,

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

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

Witness my hand and official seal:

Signature: _____

Printed: _____

My Commission Expires: _____

Principal office located in County of: _____

(Seal)

CITY COUNCIL HEARING
PROJECT 16-1849-CUPR/TM/CDP
1335 VALLECITO PLACE
APN 003-142-032
DECEMBER 10, 2018

CONDITIONS OF APPROVAL
FAITH LUTHERAN CHURCH
LOT SPLIT & NEW RESIDENCES

The Conditions set forth in this permit affect the title and possession of the real property that is the subject of this permit and shall run with the real property or any portion thereof. All the terms, covenants, conditions and restrictions herein imposed shall be binding upon and inure to the benefit of the owner (applicant, developer), his or her heirs, administrators, executors, successors and assigns. Upon any sale, division or lease of real property, all the conditions of this permit shall apply separately to each portion of the real property and the owner (applicant, developer) and/or possessor of any such portion shall succeed to and be bound by the obligations imposed on the owner (applicant, developer) by this permit. These Conditions shall replace and supersede any prior conditions on the property.

PROJECT DESCRIPTION

1. This Conditional Use Permit Revision, Tract Map, and Coastal Development Permit is based upon and limited to compliance with the project description, the hearing exhibits marked A-2 as amended per Council direction and dated December 10, 2018, and conditions of approval set forth below. Any deviations from the project description, exhibits, or conditions must be reviewed and approved by the City for conformity with this approval. Deviations may require approved changes to the permit and/or further environmental review. Deviations without the above described approval will constitute a violation of permit approval.

   The project description is as follows:

   The proposed project would subdivide the existing 2.7-acre Faith Lutheran Church property into seven separate parcels to accommodate the existing church, existing parsonage, and five new residences to be constructed on the southern portion of the site. The five new homes proposed would be one- and two-story structures ranging from 2,268 to 2,831 square feet, on newly created lots ranging in size from 7,516 to 10,868 square feet.

   The Church buildings would have no interior or exterior alterations, while the existing parsonage would receive exterior changes only, including replacement of the columns on the front entry, a new oculus window, and new fascia boards to match the new homes. Additionally, upon approval of this application, the parsonage residence would no longer be restricted for use as a church parsonage and would be offered for sale as an affordable unit, pursuant to the City's Inclusionary Housing Program.

   Other site development includes a reconfiguration of the parking lot serving the church that would provide a total of 79 parking spaces, an increase of five spaces over the existing number. Lot 1 would continue to use the driveway off of Ogan Road. One new private drive would be created from Ogan Road through to Vallecito Place, one new driveway on Lot 4 is proposed to

be added on Vallecito Place, and Lots 2, 5, and 6 would have driveways off the new private drive. Per council direction, the corner lot, Lot 3, would not take access off Ogan Road nor Vallecito Place but would provide a driveway, a minimum of 15 feet in length, off the new private drive. A total of 79 avocado trees and one cedar tree would be removed as part of the development of the site.

Permeable concrete pavers would be used for the patios and walkways. New predominately native and/or drought tolerant landscaping would be provided. Grading is expected to result in 350 cubic yards (net) of exported materials.

Conditional Use Permit Revision: The Conditional Use Permit for the Faith Lutheran Church (14-1700-CUPM/CDP) would be revised to allow continued operation of the Faith Lutheran Church on a new 1.36-acre parcel with a reconfigured parking lot providing 79 parking spaces, a net increase of five spaces.

Tentative Tract Map: The proposed Tentative Tract Map would subdivide one existing 117,430-square-foot parcel into seven separate lots to be held in separate ownership as follows:

Lot 1: 9,581 square feet net

Lot 2: 9,540 square feet net

Lot 3: 8,363 square feet net

Lot 4: 11,110 square feet net

Lot 5: 7,521 square feet net

Lot 6: 9,190 square feet net

Lot 7: 62,125 square feet net

Currently, proposed Lot 1 is developed with a 2,127 square foot parsonage with an attached 536 square foot garage, and proposed Lot 7 is developed with the Faith Lutheran Church, parking lot, and accessory buildings. Proposed Lots 2 through 6 are presently a part of an existing avocado orchard, established around 2001.

Coastal Development Permit: A Coastal Development Permit is required to allow the proposed development as described above.

The grading, development, use, and maintenance of the property, the size, shape, arrangement, and location of structures, parking areas and landscape areas, and the protection and preservation of resources shall conform to the project description above and the hearing exhibits and conditions of approval below. The property and any portions thereof shall be sold, leased or financed in compliance with this project description and the approved hearing exhibits and conditions of approval hereto. All plans (such as Landscape Plans) must be submitted for review and approval and shall be implemented as approved by the City.

PROJECT SPECIFIC CONDITIONS

2. The design, scale and character of the project architecture, landscape and signage (as applicable) shall be compatible and blend harmoniously with vicinity development and consistent with the

City's "small beach town" character. **Plan Requirement and Timing:** The applicant shall submit plans for the project for final review by the Architectural Review Board prior to approval of any Building Permit for physical development. **Monitoring:** Community Development Department staff (CDD) shall review submitted plans, provide direction to the ARB regarding this mitigation measure and site inspect during the construction phase.

3. All materials and colors used in construction and all landscape materials shall be as represented to the City, and any deviation will require the express review of the Community Development Department.

4. A Homeowners' Association (HOA) shall be responsible for the long-term maintenance of the private drive and landscaping for the development. **Plan Requirements and Timing:** The proposed maintenance responsibilities and schedule shall be included in the Covenants, Conditions and Restrictions (CC&Rs). The CC&Rs shall be submitted for review by CDD and Public Works prior to recordation of the Final Map. Annual records of the maintenance activities shall be maintained by the HOA and submitted to CDD upon request. **Monitoring:** CDD shall review the maintenance records or site inspect, as needed. Costs shall be borne by the HOA.

5. Adequate space shall be made available to allow vehicles to be parked within garages. This requirement shall be written into the project CC&Rs and enforced by the Homeowners' Association.

6. No new signs of any type are approved with this action unless otherwise specified. All signs require a separate Sign Permit and review by the Architectural Review Board and shall comply with the City Code Chapter 14 (Sign Regulations).

7. The applicant and subsequent property owners shall be responsible for maintaining the premises in a clean and orderly condition at all times. This includes but is not limited to the following:

   a. The Church parking lot shall be cleaned on a regular basis. Cleaning activities shall include the removal of litter; spot cleaning of oil, fuel and other automotive leaks; vacuum sweeping and pressure washing when necessary;

   b. All trash/recycling shall be properly disposed of in the appropriate receptacles provided on site. The applicant shall regularly inspect the perimeter of the site to ensure that trash is not leaving the premises via wind or runoff;

   c. All structures and improvements on site shall maintain a tidy appearance and be kept in good working order; and

   d. All site landscaping shall be adequately maintained.

   Plan Requirements: This requirement shall be included in the approved conditions of approval signed by the landowner prior to approval of any Building Permit for physical development. **Timing:** CDD shall monitor in the field as required. **Monitoring:** CDD staff shall periodically inspect the site to ensure compliance with this condition. If it is found that the site is not being maintained in a manner consistent with this condition, the matter shall be referred to the City's Code Compliance staff for resolution.

8. Any exterior night lighting installed on the project site shall be of low intensity, low glare design, minimum height, and shall be hooded to direct light downward onto the subject parcel and prevent spill-over onto adjacent parcels. **Plan Requirements:** The locations of all exterior

lighting fixtures and an arrow showing the direction of light being cast by each fixture and the height of the fixtures shall be depicted on building plans to be reviewed and approved by CDD. **Monitoring:** CDD shall review proposed lighting for compliance with this measure prior to approval of a building permit for structures. Building Inspector shall inspect structures upon completion to ensure that exterior lighting fixtures have been installed consistent with their depiction on the plans.

9. All exterior construction safety night lighting set up on the project site shall be of low intensity, low glare design, minimum height, and shall be hooded to direct light downward onto the subject parcel and prevent spill-over onto adjacent parcels. **Monitoring**: Building and/or Engineering Inspector shall inspect construction site to ensure that temporary exterior construction lighting fixtures have been installed consistent with this condition.

10. The developer shall clear the project site of all excess construction debris. **Plan Requirement:** This requirement shall be noted on final building plans. **Timing:** Debris clearance shall occur prior to occupancy clearance. **Monitoring:** CDD shall site inspect prior to occupancy clearance.

11. If the construction site is graded and left undeveloped for over three weeks, the applicant shall employ the following methods immediately to inhibit dust generation:

    a. seeding and watering to revegetate graded areas; and/or

    b. spreading of soil binders; and/or

    c. any other methods deemed appropriate by Community Development

    Plan Requirements: These requirements shall be noted on all plans. **Timing:** Plans are required prior to issuance of a Grading or Building Permit. **Monitoring:** Grading Inspector shall perform periodic site inspections.

12. Dust generated by the development activities shall be kept to a minimum with a goal of retaining dust on the site by following the dust control measures listed below. During clearing, grading, earth moving, excavation or transportation of cut or fill materials, water trucks or sprinkler systems shall be used to prevent dust from leaving the site and to create a crust after each day's activities cease.

    a. During construction, use water trucks or sprinkler systems to keep all areas of vehicle movement damp enough to prevent dust from leaving the site. At a minimum, this shall include wetting down such areas in the late morning and after work is completed for the day. Increased watering frequency shall be required whenever the winds speed exceeds 15 miles per hour. Reclaimed water should be used whenever possible.

    b. Minimize amount of disturbed area.

    c. If importation, exportation and stockpiling of fill material is involved, soil stockpiled for more than two days shall be covered, kept moist or treated with soil binders to prevent dust generation. Trucks transporting fill material to and from the site shall be tarped form the point of origin.

d. After clearing, grading, earth moving or excavation is completed, treat the disturbed area by watering, or revegetating, or by spreading soil binders until the area is paved or otherwise developed so that dust generation will not occur.

Plan Requirements: All requirements shall be shown on the building plans. **Timing:** Condition shall be adhered to throughout all construction activities. **Monitoring:** CDD shall ensure measures are on plans. Building Inspector shall spot check and ensure compliance onsite. APCD inspectors shall respond to nuisance complaints.

13. The contractor or builder shall designate a person or persons to monitor the dust control program and to order increased watering as necessary to prevent transport of dust offsite. Their duties shall include holiday and weekend periods when work may not be in progress. **Plan Requirements:** The name and telephone number of such persons shall be provided to the APCD. **Timing:** The dust monitor shall be designated prior to issuance of a Grading or Building Permit. **Monitoring:** CDD shall contact the designated monitor as necessary to ensure compliance with dust control measures.

14. To avoid disturbance of nesting and special-status birds, including raptor species protected by the Migratory Bird Treaty Act and the California Fish and Game Code, activities related to the project including, but not limited to, vegetation removal, ground disturbance, and construction and demolition shall occur outside of the bird breeding season (February 1 through August 30), if feasible. If construction must begin during the breeding season, then a pre-construction nesting bird survey shall be conducted no more than 14 days prior to initiation of ground disturbance and vegetation removal activities. The nesting bird pre-construction survey shall be conducted on foot inside the Project Boundary, including a 300-foot buffer (500-foot for raptors), and in inaccessible areas (e.g., private lands) from afar using binoculars to the extent practical. The survey shall be conducted by a biologist familiar with the identification of avian species known to occur in southern California coastal communities. If nests are found, an avoidance buffer (dependent upon the species, the proposed work activity, and existing disturbances associated with land uses outside of the site) shall be determined and demarcated by the biologist with bright orange construction fencing, flagging, construction lathe, or other means to mark the boundary. All construction personnel shall be notified as to the existence of the buffer zone and to avoid entering the buffer zone during the nesting season. No ground disturbing activities shall occur within this buffer until the avian biologist has confirmed that breeding/nesting is completed and the young have fledged the nest. Encroachment into the buffer shall occur only at the discretion of the qualified biologist. **Plan Requirements/Timing:** This condition shall be printed on all building and grading plans. **Monitoring:** CDD shall check plans prior to issuance of a Grading or Building Permit and shall spot check in the field. The qualified biologist shall attend the pre-grading meeting with the grading contractors to explain and coordinate the requirements of the monitoring program. A report summarizing the results of the nesting bird survey and monitoring activities shall be prepared and submitted to CDD once all survey and monitoring activities are completed.

15. The Diesel Particulate and NOx Emission Reduction Measures, as described in the attached Air Pollution Control District letter dated January 12, 2017, should be implemented during construction activities. **Plan Requirements:** All requirements shall be shown on grading and building plans. **Timing:** Condition shall be adhered to throughout all grading and construction

activities. **Monitoring:** CDD shall ensure measures are on plans. Grading and Building Inspectors shall spot check and ensure compliance onsite.

16. The following energy-conserving techniques shall be incorporated unless the applicant demonstrates their infeasibility to the satisfaction of CDD staff:

a. installation of low NO_X residential and commercial water heaters and space heaters per specifications in the Air Quality Attainment Plan;
b. installation of heat transfer modules in furnaces;
c. use of light colored water-based paint and roofing materials;
d. installation of solar panels for residential water heating systems and other facilities and/or the use of water heaters that heat water only on demand;
e. use of passive solar cooling/heating;
f. use of natural lighting;
g. use of concrete or other non-pollutant materials for parking lots instead of asphalt;
h. installation of energy efficient appliances;
i. installation of energy efficient lighting;
j. use of landscaping to shade buildings and parking lots;
k. installation of sidewalks and bikepaths;
l. installation of covered bus stops to encourage use of mass transportation.

Plan Requirements and Timing: The applicant shall incorporate the listed provisions into building and improvement plans or shall submit proof of infeasibility prior to approval of a Building Permit. **Monitoring:** Building Inspector shall site inspect to ensure development is in accordance with approved plans prior to occupancy clearance. Planning staff shall verify landscape installation in accordance with the approved Landscape Plan.

17. In the event archaeological remains are encountered during grading, work shall be stopped immediately or redirected until a CDD-qualified archaeologist and Native American representative are retained by the applicant to evaluate the significance of the find pursuant to Phase 2 investigations of the City Archaeological Guidelines. If remains are found to be significant, they shall be subject to a Phase 3 mitigation program consistent with City Archaeological Guidelines and funded by the applicant. **Plan Requirements/Timing:** This condition shall be printed on all building and grading plans. **Monitoring:** CDD shall check plans prior to issuance of a Grading or Building Permit and shall spot check in the field.

18. The recommendations outlined in the project-specific 2016 Geotechnical Engineering Investigation Report prepared by Workman Engineering Consulting shall be followed in the construction of the subject buildings, and the applicants shall be required to have the project engineering geologist onsite to observe all excavations prior to placement of compacted soil, gravel backfill, or rebar and concrete. **Plan Requirements/Timing:** Two copies of the preliminary foundation investigation shall be submitted with the building plans for building permit plan check. Applicable plan sheets (i.e., grading, foundation, etc.) shall be in substantial compliance with the recommendations outlined in the soils report. The project engineering geologist shall be onsite during excavation, recompaction and foundation preparation work, as

applicable. **Monitoring:** Building Inspector shall review and approve building plans and shall site inspect during construction, prior to occupancy clearance.

19. Prior to issuance of a Building Permit, the applicant shall submit proof of exemption or a copy of the Notice of Intent and shall provide a copy of the required Storm Water Pollution Prevention Plan (SWPPP) to CDD. A copy of the SWPPP must be maintained on the project site during grading and construction activities. **Monitoring:** CDD shall review the documentation prior to issuance of a Building Permit. CDD shall site inspect during construction for compliance with the SWPPP. All provisions and mitigation control measures in the Storm Water Pollution Prevention Plan (SWPPP) shall be implemented. **Timing:** Continuous throughout site preparation, grading and construction activities.

20. The applicant shall design the proposed bioretention basin for review and final approval by each easement holder of the onsite 20-foot-wide drainage and utility easement and obtain all necessary permits as described in the attached Carpinteria Sanitary District letter dated July 30, 2018. **Plan Requirements/Timing:** Prior to final map acceptance, the applicant shall submit plans for the bioretention basin to be reviewed and approved by CDD, affected agencies, easement holders, and the ARB, as applicable.

21. Structures shall be designed to earthquake standards of the California Building Code. **Plan Requirements/Timing:** Prior to plan check, the applicant shall submit building plans indicating standards to the satisfaction of the Building and Safety Division. **Monitoring:** Building Inspector shall site inspect prior to occupancy clearance.

22. The applicant shall provide one (1) upper-moderate income dwelling unit (Lot 1) with an average sales price affordable to households earning 121% of Area Median Income (AMI). **Plan Requirements/Timing:** Prior to final map clearance, the applicant shall enter into and record an *Agreement to Provide Affordable Housing*, which shall include a model *Restrictive Covenant and Preemptive Right*. The *Covenant* shall be executed and recorded by the purchaser of the affordable unit. The *Agreement* and *Covenant* shall be based on the City's model documents, as they may be amended from time to time, and subject to the review and approval of CDD and the City Attorney. These shall specify that the unit remain affordable for a period of 30 years. The 30-year period shall be restarted when the unit is sold or transferred, for a maximum period of 90 years unless preempted by state or federal programs, and the running of the covenant shall be tolled during any period of violation. In addition, the *Agreement* and *Covenant* shall include provisions describing marketing and lottery requirements for the initial sale of the unit; requiring income eligibility of prospective buyers to be determined by the City or its designee; requiring prospective buyers of the affordable unit to sign an *Intent to Reside* statement; requiring a *Notice of Default* and *Notice of Sale*, as well as the Covenant, be recorded with the original and all subsequent deeds, and stating that the maximum sales rate for the affordable unit shall not exceed the maximum levels established by the City Council, consistent with the provisions of the Housing Element and state law.

23. The required external improvements to the affordable unit, as contained in the project description and as approved at final ARB review, shall be constructed concurrent with the construction of the market rate units and prior to occupancy clearance. **Plan Requirements/Timing:** Prior to final map clearance, this requirement shall be included in the *Agreement to Provide Affordable*

Housing and shall be printed on all grading and building plans. **Monitoring:** CDD shall ensure compliance during construction and prior to occupancy clearance.

24. In compliance with the Water Conservation in Landscaping Act of 2006 (Assembly Bill 1881, Laird) as amended by the May 29, 2015 Information Bulletin 2015-03 from the Department of Housing and Community Development and Chapter 15.90 of the City's Municipal Code: Water Efficient Landscaping, a Landscape Documentation Package containing the following elements shall be prepared by a design professional: PROJECT INFORMATION; WATER EFFICIENT LANDSCAPE WORKSHEET; SOIL MANAGEMENT REPORT; LANDSCAPE DESIGN PLAN; IRRIGATION DESIGN PLAN; and GRADING DESIGN PLAN. The preparation of a Certificate of Completion containing the following elements shall also be prepared by a design professional: CERTIFICATION OF INSTALLATION (per the approved plan); FINAL SOILS INFORMATION; IRRIGATION SCHEDULING PARAMETERS; MAINTENANCE SCHEDULES; and IRRIGATION AUDIT REPORT. **Plan Requirements and Timing:** Prior to approval of a Building Permit for each lot, the applicant shall submit a Landscape Documentation Package to the CDD for review and approval. The CDD shall send a copy of the Documentation Package to the Carpinteria Valley Water District. The applicant shall enter into an agreement with the City to install required landscaping and irrigation and maintain required landscaping for the life of the project. Subsequent to installation of the approved Grading, Landscape and Irrigation Plans, the applicant shall submit a Certificate of Completion to CDD for review and approval. The Landscape Documentation Package and Certificate of Completion forms are available at the CDD, and are required to be approved by the CDD prior to Occupancy Clearance. **Monitoring:** CDD shall conduct site visits to ensure installation and maintenance of landscape and irrigation.

25. Two Landscape performance securities shall be provided by the applicant prior to issuance of a Building Permit; one equal to the value of installation of the landscape and irrigation improvements (labor and materials) and one equal to the value of maintenance of the landscape and irrigation for two years. The amounts must be accepted by CDD. Changes to approved landscape plans may require a substantial conformity determination or an approved change to the plan. The installation security shall be released upon satisfactory installation of all landscape and irrigation items. If plants and irrigation have been established and maintained, CDD may release the maintenance security two years after installation. If such maintenance has not occurred, the plants or improvements shall be replaced and the security held for another year. If the applicant fails to either install or maintain according to the approved plan, CDD may collect the security and complete work on the subject property. Landscaping shall be maintained for the life of the project. **Timing:** Prior to issuance of a Building Permit. **Monitoring:** CDD shall inspect landscaping and improvements for compliance with approved plans prior to authorizing release of both installation and maintenance securities.

26. During construction, washing of concrete trucks, paint, equipment or similar activities shall occur only in areas where polluted water and materials can be contained for subsequent removal from the site. Wash water shall not be discharged to the storm drains, street, drainage ditches, creeks or wetlands. The location of the washout area shall be clearly noted at the construction site with signs. **Plan Requirements:** The applicant shall designate a washout area, acceptable to CDD, and this area shall be shown on the construction and/or grading and building plans. **Timing:** The wash off area shall be designated on all plans prior to issuance of a Grading or

Building Permit. The washout area shall be in place and maintained throughout construction. **Monitoring:** CDD shall check plans prior to issuance of a Grading or Building Permit and staff shall site inspect throughout the construction period to ensure proper use and maintenance of the washout area.

27. Construction activity for site preparation and for future development shall be limited to the hours between 7:00 a.m. and 5:00 p.m., Monday through Friday. No construction shall occur on State holidays (e.g., Thanksgiving, Labor Day). Construction equipment maintenance shall be limited to the same hours. Non-noise generating construction activities such as interior painting are not subject to these restrictions. **Plan Requirements:** Two signs stating these restrictions shall be provided by the applicant and posted on site. **Timing:** Signs shall be in place prior to the beginning of and throughout all grading and construction activities. Violations may result in suspension of permits. **Monitoring:** Building Inspector shall spot check and respond to complaints.

28. Construction vehicles and equipment shall not be left idling for longer than five minutes when not in use. **Plan Requirements:** The notes on all building and grading plans shall include these requirements. **Timing/Monitoring:** CDD shall monitor implementation of this measure throughout building and grading.

29. Construction equipment shall be properly maintained and all internal combustion engine driven machinery with intake and exhaust mufflers and engine shrouds, as applicable, shall be in good condition and appropriate for the equipment. Equipment engine shrouds shall be closed during equipment operation. Whenever feasible, electrical power shall be used to run air compressors and similar power tools rather than diesel equipment. The developer shall require all contractors, as a condition of contract, to maintain and tune-up all construction equipment to minimize noise emissions. **Plan Requirements:** The notes on all building and grading plans shall include these requirements. **Timing/Monitoring:** CDD shall monitor implementation of this measure throughout building and grading.

30. All noise from construction workers' radios shall be controlled to a point that they are not audible at sensitive receptors near construction activity. **Plan Requirements:** The notes on all building and grading plans shall include these requirements. **Timing/Monitoring:** CDD shall monitor implementation of this measure throughout building and grading.

31. Facilities for the disposal of solid waste (trash, recycling, green waste) shall be stored and screened from all views except when staged for servicing by the City's franchise solid waste hauler. For individual units, solid waste bins shall be stored in individual units' garages or private fenced yard areas. **Monitoring:** CDD shall spot check and respond to complaints.

32. To prevent construction and/or employee trash from blowing offsite, covered receptacles shall be provided onsite prior to commencement of grading or construction activities. Waste shall be picked up weekly or more frequently as directed by CDD staff. **Plan Requirements and Timing:** Prior to Building Permit issuance, applicant shall designate and provide to CDD the name and phone number of a contact person to monitor trash/waste and organize a clean-up crew. Trash control shall occur throughout all grading and construction activities. **Monitoring:** CDD shall inspect periodically throughout grading and construction activities.

CONDITIONAL USE PERMIT CONDITIONS

33. This Conditional Use Permit Revision is not valid until a Building Permit for the development and/or use has been obtained. Failure to obtain said Building Permit shall render this Conditional Use Permit Revision null and void. Prior to the approval of the Building Permit, all of the conditions listed in this Conditional Use Permit Revision that are required to be satisfied prior to approval of a Building Permit must be satisfied. Upon issuance of the Building Permit, the Conditional Use Permit Revision shall be valid. The effective date of this Permit shall be the date of expiration of the appeal period, or if appealed, the date of action by the City Council.

34. If the Planning Commission determines at a noticed public hearing that the permittee is not in compliance with any permit condition(s), pursuant to the provisions of the Carpinteria Municipal Code, the Planning Commission is empowered, in addition to revoking the permit pursuant to said section, to amend, alter, delete or add conditions to this permit.

35. Any use authorized by this Conditional Use Permit Revision shall immediately cease upon expiration or revocation of this Conditional Use Permit Revision. Any Building Permit issued pursuant to this Conditional Use Permit Revision shall expire upon expiration or revocation of the Conditional Use Permit. Conditional Use Permit renewals must be applied for prior to expiration of the Conditional Use Permit.

36. The applicant's acceptance of this permit and/or commencement of construction and/or operations under this permit shall be deemed acceptance of all conditions of this permit by the permittee.

37. If the applicant requests a time extension for this permit, the permit may be revised to include updated language to standard conditions and/or mitigation measures and additional conditions and/or mitigation measures which reflect changed circumstances or additional identified project impacts. Mitigation fees shall be those in effect at the time of issuance of a Building Permit.

TRACT MAP CONDITIONS

38. Prior to recordation of the tentative map and subject to CDD approval as to form and content, the applicant shall include all of the mitigation measures, conditions, agreements and specific plans associated with or required by this project approval on a separate informational sheet to be recorded with the Final Map. All applicable conditions and mitigation measures of the project shall be printed on grading and/or building plans and shall be graphically illustrated where feasible. For any subsequent development on any parcels created by the project, each set of plans accompanying a Building Permit application shall contain these conditions.

39. If the proposed map is revised from the approved tentative map, or if changes to conditions are sought, approval shall be in the same manner as for the originally approved tentative map.

40. Prior to recordation of the map, applicant shall pay applicable Quimby fees.

41. If the subdivision is to be recorded by units, additional conditions on the tentative map may be imposed by the Planning Commission and/or City Council pursuant to Government Code Section 66456.1.

42. Prior to map recordation, the applicant shall enter into an agreement acceptable to the City Attorney and CDD to reserve reciprocal utility and access easements at the time of conveyance of any parcels. This agreement shall be recorded with the Final Map.

43. Prior to recordation, public utility easements shall be provided at the locations and of widths required by the serving utilities. The subdivider shall submit to the City Surveyor a set of prints of the final map accompanied by a letter from each utility and water and sewer district serving the property stating that the easements shown thereon are acceptable (Santa Barbara County Code Chapter 21, Sec. 21- 30; Ord. No. 2199, Sec. 13).

44. No permits for development, including grading, shall be issued prior to recordation of TM 25,196. Tree removal is excluded from this requirement.

45. Utilities shall be installed underground, as further described in the attached Public Works Conditions of Approval letter dated July 24, 2018.

46. The Tentative Map shall expire three years after approval or conditional approval by the final decisionmaker unless otherwise provided in the Subdivision Map Act, Government Code §66452.6.

CITY RULES & REGULATIONS/LEGAL REQUIREMENTS

47. Before using any land or structure, or commencing any work pertaining to the erection, moving, alteration, enlarging, or rebuilding of any building, structure, or improvement, the applicant shall obtain a Building Permit. These Permits are required by ordinance and are necessary to ensure implementation of the conditions required by the City Council. Before any Permit will be issued by Community Development, the applicant must obtain written clearance from all departments having conditions; such clearance shall indicate that the applicant has satisfied all pre-construction conditions. A form for such clearance is available from Community Development.

48. Approval of the Coastal Development Permit shall expire two years after approval by the City Council unless, prior to the expiration date, substantial physical construction has been completed on the development or a time extension has been applied for by the applicant. The decisionmaker with jurisdiction over the project may grant a time extension for good cause shown, provided a written request, including a statement of reasons for the time limit extension request is filed with Community Development prior to the expiration date.

49. If, at any time, the City determines that there has been, or may be, a violation of the findings or conditions of this Conditional Use Permit and Coastal Development Permit, or of the Municipal Code regulations, a public hearing may be held before the Planning Commission to review this permit. At said hearing, the Planning Commission may add additional conditions, or recommend enforcement actions, or revoke the permit entirely, as necessary to ensure compliance with the Municipal Code, and to provide for the health, safety, and general welfare of the City. The applicant shall reimburse the City for all costs associated with gaining compliance with the original conditions of approval.

50. Any minor changes may be approved by the City Manager and/or Community Development Director. Any major changes will require the filing of a revision application to be considered by the Planning Commission/City Council.

51. All requirements of the City of Carpinteria (including but not limited to public improvements as defined in the City of Carpinteria Municipal Code (CMC), Section 15.36.110) and any other applicable requirements of any law or agency of the State and/or any government entity or District shall be met.

52. The standards defined within the City's adopted model Building Codes (UBC; NEC; UMC; UFC; UPC; UHC) relative to the building and occupancy shall apply to this project.

53. Any and all damage or injury to public property resulting from this development, including without limitation, City streets, shall be corrected or result in being repaired and restored to its original or better condition.

54. No building permits shall be issued for this project prior to meeting all required terms and conditions listed herein. When not specified herein, all conditions shall be satisfied prior to issuance of a building permit or prior to occupancy when allowed by the Community Development Director.

55. To allow time for the utility companies to locate and mark their facilities for the contractor, the applicant shall telephone Underground Service Alert (USA) toll free at 1-800-227-2600 a minimum of 48 hours prior to the start of construction. For best response, provide as much notice as possible, up to 10 working days.

56. Compliance with the attached Departmental and District letters is required as follows:

    a. City of Carpinteria Public Works Department, dated July 24, 2018
    b. Carpinteria Sanitary District, dated July 30, 2018
    c. Carpinteria-Summerland Fire Protection District, dated December 10, 2018
    d. Carpinteria Valley Water District, dated July 20, 2018
    e. Santa Barbara County Air Pollution Control District, dated January 12, 2017

57. All applicable final conditions of approval shall be printed in their entirety on applicable pages of grading/construction or building plans submitted to CDD. These shall be graphically illustrated where feasible. The approved set of plans shall be retained at the construction site for review by the Building Inspector during the course of construction.

58. Prior to issuance of a Building Permit, the applicant shall provide a signed copy of the Conditions of Approval.

59. The applicant shall pay the statutory school fees in effect at the time of issuance of building permits to the Carpinteria Unified School District. **Plan Requirements and Timing:** The applicant shall submit final square footage calculations and a copy of the fee payment to the school district prior to issuance of building permits. **Monitoring:** CDD shall ensure payment is made prior to issuance of a Building Permit.

60. In accordance with Chapter 15.80 of the Carpinteria Municipal Code, the applicant shall pay Development Impact Fees to the City prior to Building Permit issuance. The amount of the fees will be determined at the time the fees are paid.

61. This approval is not valid until Building Permits for the development have been obtained. Failure to obtain said Building Permits shall render this approval null and void. Prior to the approval of the Building Permits, all of the conditions listed in this approval are required to be satisfied.

62. Prior to issuance of a Building Permit for each lot, the applicant shall pay all applicable CDD permit processing fees in full.

63. The owner/applicant/developer ("Owner") hereby agrees to defend, indemnify and hold harmless the City, its officers, employees, agents, consultants and independent contractors ("City's Agents") from any claim, action or proceeding ("Claims") against the City and the City's Agents to attack, review, set aside, void or annul, in whole or in part, the City's approval of the Conditional Use Permit Revision and Coastal Development Permit (the "Project"), or any condition attached thereto, or any proceedings, acts or determinations taken, done or made prior to the approval that were part of the approval process. Owner further agrees to indemnify and hold harmless the City and the City's Agents from any award of attorneys' fees or court costs made in connection with any Claim. Owner further agrees to pay any and all City costs, permit fees, attorneys' fees, engineering fees, license fees and taxes arising out of or concerning the Project, whether incurred prior to or subsequent to the date of approval and that the City's costs shall be reimbursed prior to this approval becoming valid. These commitments of defense and indemnification are material conditions of the approval of the Project. Nothing contained in this condition shall prevent the City or the City's Agents from independently defending any Claim. If the City or the City's Agents decide to independently defend a Claim, the City and the City's Agents shall bear their own attorneys' fees, expenses and costs of that independent defense.

64. In the event that any Condition of Approval imposing a fee, exaction, dedication or other mitigation measure is challenged by Applicant/Owner/Developer/Permittee in an action filed in a court of law or threatened to be filed therein which action is brought within the time period provided by law, this approval shall be suspended pending dismissal of such action, the expiration of the limitation period applicable to such action, or final resolution of such action. If any Condition of Approval is invalidated by a court of law, the entire project shall be reviewed by the City and substitute Conditions of Approval may be imposed.

Approved by the City Council on December 10, 2018

I HAVE READ AND UNDERSTOOD, AND I WILL COMPLY

WITH ALL ABOVE STATED CONDITIONS OF THIS PERMIT

Applicant Date

Faith Lutheran Church
Property Owner Date

CITY OF CARPINTERIA, CALIFORNIA

Department of Public Works
Memorandum

To: Lucy Graham
Community Development Department

From: Debbie Talarico, Engineer
Department of Public Works

Date: July 24, 2018

Subject: Faith Lutheran Church, 16-1849

The Department of Public Works has reviewed the project submittal dated May 21, 2018 and has the following conditions of approval.

GENERAL CONDITIONS OF APPROVAL

1. An Engineering Permit for the project will be required from the Department of Public Works for proposed on-site grading, excavation and drainage improvements, and all work within the public right-of-way. An inspection deposit and plan check deposit for the Permit will be determined based on the estimated construction cost of the work being performed, as shown on the current fee schedule. Refer to the Engineering Permit Submittal Checklist for submittal requirements.

2. The applicant shall submit grading, drainage and street improvement plans, and associated calculations and/or reports, prepared by a California Registered Civil Engineer in conformance with City Standards. Plans shall include but may not be limited to street, utility and storm drain improvements, and shall be submitted to the Department of Public Works for review and approval prior to issuance of a grading/engineering permit.

3. Prior to issuance of Engineering Permits, an Engineering Cost Estimate shall be submitted with the Grading and Improvement Plans. Each page of the estimate shall be signed and stamped by the applicant's engineer.

4. Prior to issuance of Engineering Permits, faithful performance, and labor and material bonds (each to be 100% of the City Engineer's Estimate for public improvements, 50% for private improvements) shall be filed with the City to cover all public improvements and any on-site grading, drainage improvements and/or retaining walls. A cash deposit in the amount of 10% of the bond amount shall be submitted with each bond.

5. At the time of acceptance of public improvements, the applicant shall submit a set of "Record Drawings" showing any and all changes made to the design plans during the construction period. The "Record Drawings" shall be the original construction tracings or permanent mylar copies of a quality acceptable to the City Engineer.

6. Prior to the release of any securities, a Notice of Completion for all public improvements shall be presented to the applicant.

RIGHT-OF-WAY IMPROVEMENTS CONDITIONS

7. Plans shall be submitted for frontage improvements on Ogan Road and Vallecito Place prior to issuance of Engineering Permits for review by the City Engineer. Any person obtaining a permit to erect, construct, place or replace or relocate a building, structure or dwelling, or to enlarge or make additions thereto in excess of six hundred fifty square feet shall, at the owners expense, shall provide for the plans and construction of curbs, gutters, sidewalks, driveway approaches, base paving, barricades, catch basins and drainpipes along all street and alley frontages in accordance with the standard drawings and standard specifications of the City Engineer, in accordance with Chapter 15.16 of the Carpinteria Municipal Code. Improvements, such as paving, curbs and gutters, shall transition into existing public improvements as required by the City Engineer. Unless otherwise specified, the City utilizes the County of Santa Barbara Engineering Standards.

8. The curb ramp at the intersection of Ogan Road and Vallecito Place shall be reconstructed to comply with Revised Standard Plan R8P A88A.

9. The existing driveway apron on Parcel 1 shall be reconstructed to meet current standards.

10. Landscaping proposed within the City right-of-way shall be reviewed and approved by the Department of Public Works prior to issuance of an Engineering Permit.

11. All improvements in the public right-of-way shall be completed to the satisfaction of the City Engineer prior to the issuance of a Certificate of Occupancy by the Community Development Department.

UTILITY CONDITIONS

12. Prior to occupancy of the project, all new and existing utility services shall be placed underground from the closest point of connection and completed prior to

any paving required for the project. No new utility poles shall be installed. The two existing utility poles along the property line on Ogan Road shall be removed and associated overhead utilities shall be undergrounded. The existing street light shall be mounted on new pole per City's standards. All costs of undergrounding existing utility lines and service laterals shall be borne by the applicant.

13. Existing and proposed easements for all utilities shall be located and described on the engineering plans or the architectural drawings prior to issuance of engineering/building permits.

GRADING CONDITIONS

14. Prior to performing any grading, the applicant shall obtain an Engineering Grading Permit for the site improvement from the Department of Public Works and pay the required permit deposits/fees. Plans shall be submitted in accordance with the requirements and Standards of Chapter 8.36 of the Carpinteria Municipal Code.

15. A Soils Report shall be submitted with Improvement Plans and Grading/Drainage Plans for review and approval by the City Engineer. The Soils Report shall be prepared by a California Registered Geologist or Soils Engineer and submitted to the Public Works Department. The Report shall address soils engineering and compaction requirements, R-values, and other soils and geology related issues (including liquefaction) and shall contain recommendations addressing the soil quality for grading, excavation, slope, foundation design and construction retaining wall design, where applicable for the project.

16. The applicant shall submit a statement describing source of material to be used for fill and/or location to which excavation material will be removed, routes for hauling material, starting and completion dates, hours of work and methods of controlling dust.

17. The applicant shall submit hydrology/hydraulic calculations signed and stamped by the applicant's engineer determining the adequacy of the proposed drainage system and the adequacy of the existing downstream system. A rainfall frequency of twenty-five (25) years shall be used for sizing piping and inlet structures. If no overland escape is available, 100-year flows shall be used as the basis of design. Santa Barbara County Design Standards shall be utilized. Easements required for drainage shall be described and shown on the Improvement Plans.

STORM WATER MANAGEMENT CONDITIONS

18. An Erosion and Sediment Control Plan must be prepared and submitted to obtain the necessary Grading/Engineering Permit from the City Engineer prior to any grading activity.

19. This project is subject to the requirements of the County of Santa Barbara Technical Guide for Low Impact Development. The applicant shall submit a Storm Water Control Plan (SWCP) complying with the Technical Guide that includes the following elements: identification of potential pollutant sources that may affect the quality of the storm water discharges; the proposed design and placement of structural and non-structural PCRs to address identified pollutants; a proposed Operation and Maintenance Plan; a method for ensuring maintenance of all PCRs over the life of the project; and certification by a licensed civil engineer, architect, or landscape architect.

SOLID WASTE CONDITIONS

20. Sixty-five percent (65%) or more of all construction and demolition debris generated shall be diverted from the landfill, as mandated by Carpinteria Municipal Code. Demolition and/or excess construction materials shall be separated onsite for reuse/recycling or proper disposal (e.g., concrete asphalt). During demolition and grading, separate bins for recycling of construction materials and brush shall be provided onsite. Plan Requirements: This requirement shall be printed on demolition plans. Applicant shall report any self-hauled materials to the City or contract with an approved waste hauler for disposal of construction and demolition debris. Timing: Materials shall be recycled as necessary throughout demolition and grading activities. All materials shall be recycled prior to occupancy clearance. Monitoring: Public Works shall review and approve self-hauled disposal receipts from transfer stations prior to occupancy clearance.

End of Conditions of Approval

RECEIVED
COMMUNITY DEVELOPMENT DEPARTMENT

CARPINTERIA
Sanitary District

5300 Sixth Street
Carpinteria, CA 93013
Phone (805) 684-7214 • Fax (805) 684-7213

July 30, 2018

Ms. Lucy Graham
Community Development Department
City of Carpinteria
5775 Carpinteria Avenue
Carpinteria, California 93013

Subject: Project No. 16-1849-CUPR/TM/CDP
Faith Lutheran Church Homes
1335 Vallecito Place (APN: 003-142-032)

Dear Ms. Graham;

Thank you for the opportunity to provide comments on the subject project. The project applicant proposes to divide an existing 2.7-acre parcel to create eight lots which would include seven residential lots. One of the lots will contain the existing church parsonage and on the remaining six lots the applicant proposes to construct six new single family homes.

SUPERSEDED

The Carpinteria Sanitary District (District) recommends that the following conditions be incorporated into the review/approval process to address sewer system improvements:

1. There is a 20-foot wide utility easement on the west side of the 2.7 acre parcel. Within the easement there is an 8-inch sewer main and an 18-inch diameter storm drain that runs north/south and serves the homes on Vallecito Court. The sewer main is buried approximately four feet below existing grade and the storm drain is approximately 18-inches below grade. The proposed bio-retention basin is in absolute conflict with the pipeline corridor that exists within the easement. Please provide detailed drawings of the bio-retention basin that is proposed to be constructed within this easement.

   No permanent structures may be constructed within the easement and District access through the easement must be maintained. A minimum seven-foot horizontal separation between sewer lines and large plantings is required. Deep rooting trees are not allowed in the easement. The District recommends relocation of the basin out of the pipeline easement.

2. All sewer improvements shall conform to approved District construction standards for materials and methods.

3. A sewer construction permit is required for any and all work on the building sewer and lateral sewer that will serve the residential EDUs. The permit shall be procured and applicable fees paid prior to issuance of Building Permits. The applicant shall submit engineered drawings to the District showing any proposed sewer easements, connections, alterations or additions. During the construction phase, it is the applicant's and contractor's responsibility to notify the District of any sewer improvements or modifications not noted on the approved plans.

4. During construction, all installed sewer pipes and fittings shall be inspected by the District prior to placing trench backfill. Failure to request or obtain an inspection will require complete re-excavation and reconstruction of the work. All sewer improvements shall be pressure tested in accordance with District standard procedures prior to final acceptance.

5. The submitted plans show two private sewer laterals that will serve the six new residential units. If the property owner of each new parcel is responsible for their sewer lateral, separate sewer laterals for each parcel must be constructed and easements created. If a Home Owners Association (HOA) is established, and responsible to maintain the private sewer laterals, the two laterals serving the six units will be allowed. The HOA must provide a letter of responsibility to the District.

6. **The project proposes six** new single family homes. A single family home is one **"equivalent** dwelling unit" (EDU). A Development Impact Fee (DIF) shall be **paid to the District for** each **new constructed EDU. Currently, the DIF is $4,750 per** EDU; subsequent increases in DIF's **are subject to District Board approvals. For the** proposed project, a DIF of **$ 28,500 shall be paid to the District prior to issuance** of required permits.

7. District sewer service charges (SSC's) are collected through the County of Santa Barbara property tax rolls on an annual basis. Prior to obtaining a Certificate of Occupancy, the applicant shall pay District applicable SSC's due for the period between building occupancy and the following June 30th. The current annual SSC is **$650.33** per EDU.

If you have any questions regarding the comments provided by the District, please contact me at (805) 684-7214, ext. 13.

Sincerely,
CARPINTERIA SANITARY DISTRICT

Lance Lawhon
Engineering Technician

SUPERSEDED

CARPINTERIA
Sanitary District

5300 Sixth Street
Carpinteria, CA 93013
Phone (805) 684-7214 • Fax (805) 684-7213

July 13, 2020

Ms. Syndi Souter
Community Development Department
City of Carpinteria
5775 Carpinteria Avenue
Carpinteria, California 93013

Subject: Project No. 16-1849-CUPR/TM/CDP
Faith Lutheran Church Homes
1335 Vallecito Place (APN: 003-142-032)

Dear Ms. Souter;

Thank you for the opportunity to provide comments on the subject project. The project applicant proposes to divide an existing 2.7-acre parcel to create seven lots which would include six residential lots. One of the lots will contain the existing church, a second lot would contain the existing church parsonage and on the remaining five lots the applicant proposes to construct new single family homes.

The Carpinteria Sanitary District (District) recommends that the following conditions be incorporated into the review/approval process to address sewer system improvements:

1. There is a 20-foot wide utility easement on the west side of the 2.7 acre parcel. Within the easement there is an 8-inch sewer main and an 18-inch diameter storm drain that runs north/south and serves the homes on Vallecito Court. The sewer main is buried approximately four feet below existing grade and the storm drain is approximately 18-inches below grade.

2. No permanent structures may be constructed within the easement and District access through the easement must be maintained. A minimum seven-foot horizontal separation between sewer lines and large plantings is required. Deep rooting trees are not allowed in the easement.

3. All sewer improvements shall conform to approved District construction standards for materials and methods.

4. A sewer construction permit is required for any and all work on the building sewer and lateral sewer that will serve the residential EDUs. The permit shall be procured and applicable fees paid prior to issuance of Building Permits. The applicant shall submit engineered drawings to the District showing any proposed

sewer easements, connections, alterations or additions. During the construction phase, it is the applicant's and contractor's responsibility to notify the District of any sewer improvements or modifications not noted on the approved plans.

5. During construction, all installed sewer pipes and fittings shall be inspected by the District prior to placing trench backfill. Failure to request or obtain an inspection will require complete re-excavation and reconstruction of the work. All sewer improvements shall be pressure tested in accordance with District standard procedures prior to final acceptance.

   The project proposes six new single family homes. A single family home is one "equivalent dwelling unit" (EDU). A Development Impact Fee (DIF) shall be paid to the District for each newly constructed EDU. Currently, the DIF is $4,895 per EDU; subsequent increases in DIF's are subject to District Board approvals. For the proposed project, a DIF of **$ 24,475** shall be paid to the District prior to issuance of required permits.

6. District sewer service charges (SSC's) are collected through the County of Santa Barbara property tax rolls on an annual basis. Prior to obtaining a Certificate of Occupancy, the applicant shall pay District applicable SSC's due for the period between building occupancy and the following June 30th. The current annual SSC is **$676.25** per EDU.

If you have any questions regarding the comments provided by the District, please contact me at (805) 684-7214, ext. 13.

Sincerely,
CARPINTERIA SANITARY DISTRICT

Lance Lawhon
Engineering Technician

CARPINTERIA~SUMMERLAND FIRE PROTECTION DISTRICT

December 5, 2018

Lucy Graham
Associate Planner
City of Carpinteria
5775 Carpinteria Avenue
Carpinteria, CA 93013

RE: 16-1849-CUPR/TTM/CDP / Revised Submittal dated 11/30/18
Lot Split and 6 new SFD
APN: 003-142-032 / 1335 Vallecito Place

Dear Lucy Graham:

The following items are necessary for fire protection:

1. Access to this project shall conform to the requirements for the private roads and driveways set forth in the Carpinteria-Summerland Fire Protection District Private Roads and Driveways Standards:
   a. A Fire Department access easement Twenty (20') feet in width shall be created and recorded for lots 2, 5 and 6.
   b. The private road shall be provide with a minimum of sixteen (16') feet of driving surface. A minimum of 13 feet 6 inches of vertical clearance shall be provided and maintained for fire apparatus.
   c. The furthest projection of the exterior wall of all buildings shall be accessible from within 150 feet of a public or private driveway as measured by an unobstructed route around the exterior of the building.

2. Access, when access ways are gated, a Fire District approved key box shall be installed in an accessible location. Prior to installation, the Fire District shall approve the location and type.

3. Roof access must meet the requirements stated in the Carpinteria City Municipal Code.

4. Application for address assignment and/or changes for the buildings shall be submitted to the Fire District, Fire Prevention Bureau.

5. Address numbers must be posted at the driveway and on the buildings such that they are visible from the street. Numbers shall be a minimum 4 inches high on a contrasting background.

6. Public fire hydrants supplying the required fire flow within the required driving distance from the structures shall be provided. Existing plan must indicate the location of the fire hydrant nearest to the project address.

7. All new buildings/ structures shall be protected by an approved automatic fire sprinkler system. Prior to installation, plans for the proposed fire sprinkler system shall be designed by a qualified person and submitted to the prevention bureau for approval.

8. Smoke detectors must be installed in all residences in accordance with the National Electric Code Per the provisions of the 2016 California Building and Fire Codes.

9. Per Carpinteria-Summerland Fire District Ordinance No. 2017-03 pertaining to fees and service charges, an additional plans review fee of One Hundred Ninety ($190.00) Dollars is assessed.

10. Pursuant to C.S.F.P.D. Ordinance No. 2017-03 and Carpinteria City Ordinance No. 719, prior to issuance of a "Certificate of Occupancy", the Carpinteria-Summerland Fire Protection District mitigation fee must be paid.

11. Any future changes, including further division, intensification of use, or increase in hazard classification, may require additional conditions in order to comply with applicable fire district development standards.

If you need additional information on Fire District conditions, please contact me at 805-745-2426.

Sincerely,

Ed Fobler
Fire Marshal
Fire Prevention Bureau

cc: Applicant

Carpinteria Valley Water District

1301 Santa Ynez Avenue • Carpinteria, CA 93013
Phone (805) 684-2816

BOARD OF DIRECTORS

Polly Holcombe
President
Matthew Roberts
Vice President
Shirley L. Johnson
Alonzo Orozco
Case Van Wingerden

GENERAL MANAGER

Robert McDonald, P.E. MPA

July 20, 2018

Paul Wright
1335 Vallecito Place
Carpinteria, CA 93013

SUBJECT: 1335 VALLECITO PLACE, APN 003-142-032, ACCOUNT NO. 01-010297-00, INTENT TO SERVE LETER FOR A RESIDENTIAL SUBDIVISION

To Whom It May Concern,
Please be advised, this parcel is within the jurisdiction of Carpinteria Valley Water District and therefore is entitled to District water service in accordance with District Rules and Regulations. Currently the District is in a Stage II Drought Emergency; for more information on Ordinance 15-2, please visit the District website www.cvwd.net.

This letter is good for one year from the date of the letter.

Currently the subject parcel is being served by a 1 inch meter (Account No. 01-010297-00), we find no system limitations that would prevent continued service for the addition of the items above. At this time, from existing plans presented dated July 2, 2018, the District has the following conditions and requirements for approval:

- Six new meter and service connections for the additional units.
- The Owner shall pay the capital cost recovery fees associated with the additional units. Please see the attached fee table with the understanding that these fees are subject to change starting July 1 of every year.
- A plan/exhibit showing meter and service location.
- The fire sprinkler demand calculations for review.

Should you have any questions please do not hesitate to contact me at 805-684-2816 ext 103.

Regards,
Carpinteria Valley Water District

Tim Beaman, P.E.
Associate Engineer

c:
File Copy

S:\Development\1335 Vallecito Place\2018_07_20 Intent to Serve Letter.docx

Santa Barbara County
Air Pollution Control District

Our Vision Clean Air

January 12, 2017

Lucy Graham
City of Carpinteria
Community Development Department
5775 Carpinteria Avenue
Carpinteria, CA 93013

Re: APCD Suggested Conditions on 1335 Vallecito Place, 16-1849-CUPR/TTM/CDP

Dear Ms. Graham:

The Air Pollution Control District (APCD) has reviewed the referenced project, which consists of the proposed lot split to an existing parcel owned by Faith Lutheran Church to create 8 lots including 7 new single family residential lots. One of the new single family residential lots will contain the existing church parsonage at 5110 Ogan Road. Six new homes are proposed for the remaining 6 new lots. Two shared driveways from Vallecito Place would serve the new homes. A portion of the existing paved parking serving the church facilities will be relocated and a major portion of the existing avocado orchard eliminated. Grading consists of 400 cubic yards of cut and 800 cy fill with 400 cy import. The subject property, a 2.70-acre parcel zoned 7-R-1 and identified in the Assessor Parcel Map Book as APN 003-142-032, is located at 1335 Vallecito Place in the City of Carpinteria.

Air Pollution Control District staff offers the following suggested conditions:

1. Standard dust mitigations (**Attachment A**) are recommended for all construction and/or grading activities. The name and telephone number of an on-site contact person must be provided to the APCD prior to grading/building permit issuance.

2. APCD Rule 345, *Control of Fugitive Dust from Construction and Demolition Activities* establishes limits on the generation of visible fugitive dust emissions at demolition and construction sites. The rule includes measures for minimizing fugitive dust from on-site activities and from trucks moving on- and off-site. The rule can be viewed at www.ourair.org/wp-content/uploads/rule345.pdf.

3. The State of California considers particulate matter emitted by diesel engines carcinogenic. Therefore, during project grading, construction, and hauling, construction contracts must specify that contractors shall adhere to the requirements listed in **Attachment B** to reduce emissions of particulate matter (as well as of ozone precursors) from diesel equipment. Recommended measures should be implemented to the maximum extent feasible.

4. All portable diesel-fired construction engines rated at 50 bhp or greater must have either statewide Portable Equipment Registration Program (PERP) certificates or APCD permits prior to grading/building permit issuance. Construction engines with PERP certificates are exempt from APCD permit, provided they will be on-site for less than 12 months.

5. Natural gas-fired fan-type central furnaces with a rated heat input capacity of less than 175,000 Btu/hr and water heaters rated below 75,000 Btu/hr must comply with the emission limits and certification requirements of APCD Rule 352. Please see www.ourair.org/wp-content/uploads/rule352.pdf for more information.

6. Small boilers and water heating units (rated between 75,000 and 2.0 million Btu/hr) must comply with the emission limits and certification requirements of APCD Rule 360. Combinations of units totaling 2.0 million Btu/hr or greater are required to obtain a District permit prior to building permit issuance. Please see www.ourair.org/wp-content/uploads/rule360.pdf for more information and a list of certified boilers (note: any units fired on fuel(s) other than natural gas must be certified by the SBCAPCD on a case-by-case basis, even if the unit is certified when fired on natural gas).

7. At a minimum, prior to occupancy, any feasible greenhouse gas reduction measures from the following sector-based list should be applied to the project:
   - Energy use (energy efficiency, low carbon fuels, renewable energy)
   - Water conservation (improved practices and equipment, landscaping)
   - Waste reduction (material re-use/recycling, composting, waste diversion/minimization)
   - Architectural features (green building practices, cool roofs)
   - Transportation (pedestrian- and bicycle-friendly features such as sidewalks and bike racks)

8. Asphalt paving activities shall comply with APCD Rule 329, *Cutback and Emulsified Asphalt Paving Materials*.

If you or the project applicant have any questions regarding these comments, please feel free to contact me at (805) 961-8893 or via email at NightingaleK@sbcapcd.org.

Sincerely,

Krista Nightingale,
Air Quality Specialist
Technology and Environmental Assessment Division

Attachments: Fugitive Dust Control Measures
Diesel Particulate and NO_x Emission Measures

cc: Scott Ellinwood, FAIA
TEA Chron File

Santa Barbara County
Air Pollution Control District

ATTACHMENT A
FUGITIVE DUST CONTROL MEASURES

These measures are required for all projects involving earthmoving activities regardless of the project size or duration. Proper implementation of these measures is assumed to fully mitigate fugitive dust emissions.

- During construction, use water trucks or sprinkler systems to keep all areas of vehicle movement damp enough to prevent dust from leaving the site. At a minimum, this should include wetting down such areas in the late morning and after work is completed for the day. Increased watering frequency should be required whenever the wind speed exceeds 15 mph. Reclaimed water should be used whenever possible. However, reclaimed water should not be used in or around crops for human consumption.
- Minimize amount of disturbed area and reduce on site vehicle speeds to 15 miles per hour or less.
- If importation, exportation and stockpiling of fill material is involved, soil stockpiled for more than two days shall be covered, kept moist, or treated with soil binders to prevent dust generation. Trucks transporting fill material to and from the site shall be tarped from the point of origin.
- Gravel pads shall be installed at all access points to prevent tracking of mud onto public roads.
- After clearing, grading, earth moving or excavation is completed, treat the disturbed area by watering, or revegetating, or by spreading soil binders until the area is paved or otherwise developed so that dust generation will not occur.
- The contractor or builder shall designate a person or persons to monitor the dust control program and to order increased watering, as necessary, to prevent transport of dust offsite. Their duties shall include holiday and weekend periods when work may not be in progress. The name and telephone number of such persons shall be provided to the Air Pollution Control District prior to grading/building permit issuance and/or map clearance.

  Plan Requirements: All requirements shall be shown on grading and building plans and/or as a separate information sheet listing the conditions of approval to be recorded with the map. **Timing:** Requirements shall be shown on plans prior to grading/building permit issuance and/or recorded with the map during map recordation. Conditions shall be adhered to throughout all grading and construction periods.

  MONITORING: Lead Agency shall ensure measures are on project plans and/or recorded with maps. Lead Agency staff shall ensure compliance onsite. APCD inspectors will respond to nuisance complaints.

Santa Barbara County
Air Pollution Control District

ATTACHMENT B
DIESEL PARTICULATE AND NO_x EMISSION REDUCTION MEASURES

Particulate emissions from diesel exhaust are classified as carcinogenic by the state of California. The following is a list of regulatory requirements and control strategies that should be implemented to the maximum extent feasible.

The following measures are required by state law:

- All portable diesel-powered construction equipment shall be registered with the state's portable equipment registration program OR shall obtain an APCD permit.
- Fleet owners of mobile construction equipment are subject to the California Air Resource Board (CARB) Regulation for In-Use Off-Road Diesel Vehicles (Title 13, California Code of Regulations (CCR), §2449), the purpose of which is to reduce oxides of nitrogen (NOx), diesel particulate matter (DPM), and other criteria pollutant emissions from in-use off-road diesel-fueled vehicles. Off-road heavy-duty trucks shall comply with the State Off-Road Regulation. For more information, see www.arb.ca.gov/msprog/ordiesel/ordiesel.htm.
- Fleet owners of mobile construction equipment are subject to the CARB Regulation for In-Use (On-Road) Heavy-Duty Diesel-Fueled Vehicles (Title 13, CCR, §2025), the purpose of which is to reduce DPM, NOx and other criteria pollutants from in-use (on-road) diesel-fueled vehicles. On-road heavy-duty trucks shall comply with the State On-Road Regulation. For more information, see www.arb.ca.gov/msprog/onrdiesel/onrdiesel.htm.
- All commercial off-road and on-road diesel vehicles are subject, respectively, to Title 13, CCR, §2449(d)(3) and §2485, limiting engine idling time. Idling of heavy-duty diesel construction equipment and trucks during loading and unloading shall be limited to five minutes; electric auxiliary power units should be used whenever possible.

The following measures are recommended:

- Diesel equipment meeting the CARB Tier 3 or higher emission standards for off-road heavy-duty diesel engines should be used to the maximum extent feasible.
- On-road heavy-duty equipment with model year 2010 engines or newer should be used to the maximum extent feasible.
- Diesel powered equipment should be replaced by electric equipment whenever feasible.
- Equipment/vehicles using alternative fuels, such as compressed natural gas (CNG), liquefied natural gas (LNG), propane or biodiesel, should be used on-site where feasible.
- Catalytic converters shall be installed on gasoline-powered equipment, if feasible.
- All construction equipment shall be maintained in tune per the manufacturer's specifications.
- The engine size of construction equipment shall be the minimum practical size.
- The number of construction equipment operating simultaneously shall be minimized through efficient management practices to ensure that the smallest practical number is operating at any one time.
- Construction worker trips should be minimized by requiring carpooling and by providing for lunch onsite.

  Plan Requirements: All requirements shall be shown on grading and building plans and/or as a separate information sheet listing the conditions of approval to be recorded with the map. **Timing:** Requirements shall be shown on plans prior to grading/building permit issuance and/or recorded with the map during map recordation. Conditions shall be adhered to throughout all grading and construction periods.

  MONITORING: Lead Agency shall ensure measures are on project plans and/or recorded with maps. Lead Agency staff shall ensure compliance onsite. APCD inspectors will respond to nuisance complaints.

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
February 8, 2021

ITEM FOR COUNCIL CONSIDERATION

Ordinance No. 745, an Ordinance of the City Council of the City of Carpinteria, California, Amending Section 10.44.010 (Decrease of State Speed Limit Authorized in Certain Zones) of the Carpinteria Municipal Code as Such Relates to Maximum Speed Limits on Certain City Streets.

STAFF RECOMMENDATION

Action Item _X_ ; Non-Action Item ___

1. Approve Ordinance No. 745, as read by title only (first reading).

Sample Motion: I move to approve Ordinance No. 745, waive further reading, introduce as read by title only and continue for adoption to February 22, 2021.

(Requires reading of ordinance title and a roll call vote.)

BACKGROUND

For speed zones to be enforceable, the speed limits within the speed zones must be determined by an Engineering and Traffic Study (E&TS). Pursuant to the California Vehicle Code, an E&TS must incorporate sound, repeatable methods conforming to said code and engineering principles. An E&TS is valid for five years. However, under specific conditions, the California Vehicle Code allows for an E&TS to be valid for seven or ten years. Once a speed zone is established at a statutory prima facie speed limit or in accordance with the California Vehicle Code, no further studies are required because the California Vehicle Code requires only an E&TS for speed zone reductions on non-prima facie roadways (non-local streets).

An E&TS for a speed zone survey consists of engineering measurements of the prevailing free-flow speeds in the proposed roadway segment, a review of the collision history, and a review of roadside conditions. Residential and business density as well as pedestrian and bicyclist safety are also considered. An E&TS further documents compliance with the California Vehicle Code and identifies conditions not readily

apparent to a motorist. From the findings of the E&TS, the speed limit is generally set based on the prevailing speed of existing traffic, reported collision history, and adjacent land uses. The prevailing speed at the 85th percentile is the primary factor in making the determination so existing speeds actually being driven is assumed by law to be safe and reasonable. The speed limit is allowed to be decreased from this prevailing speed to take into account traffic collision history that is higher than similar types of roadways, higher density development, adjacent land uses, and bicycle and/or pedestrian activity.

For 2019, an E&TS was conducted for each of the existing prima facie speed zones as listed in Section 10.44.010 of the Carpinteria Municipal Code. On January 13, 2020, the City Council received the 2019 Speed Zone Survey. In 2020, other speed zones were added to amend the 2019 Speed Zone Survey.

The purpose of this agenda matter is for the City Council to adopt Ordinance No. 745, amending Section 10.44.010 (Decrease of State Speed Limit Authorized in Certain Zones) of the Carpinteria Municipal Code as such relates to maximum speed limits on certain City streets. See Attachment A.

DISCUSSION

Adoption of Ordinance No. 745 would amend Section 10.44.010 of the Carpinteria Municipal Code by determining upon the basis of an engineering and traffic survey (E&TS) that the speed permitted by state law upon the following streets is less than necessary for safe operation of vehicles thereon, and declaring that the prima facie speed limit shall be set forth on those streets or parts of streets designated in said section when signs are erected giving notice thereof:

Street or segment affected	Declared Speed Limit
Bailard Avenue—Via Real to Pandanus Street	25
Carpinteria Avenue—US 101 off-ramp to Santa Monica Creek	40
Carpinteria Avenue—Santa Monica Creek to Santa Ynez Avenue	35
Carpinteria Avenue—Santa Ynez Avenue to Holly Avenue	35
Carpinteria Avenue—Holly Avenue to Casitas Pass Road	25
Carpinteria Avenue—Casitas Pass Road to Carpinteria Creek	30
Carpinteria Avenue—Carpinteria Creek to 1,100' east of Dump Road	35
Carpinteria Avenue—1,100' east of Dump Road to Easterly City limits	40

Casitas Pass Road—SR 192 (Foothill Road) to 1,000' north of US 101	35
Casitas Pass Road—1,000' north of US 101 to US 101	35
Casitas Pass Road—US 101 to Carpinteria Avenue	25
Cravens Lane—Via Real to City limits	35
El Carro Lane—Santa Ynez Avenue to Sterling Avenue	25
El Carro Lane—Linden Avenue to Casitas Pass Road	25
Linden Avenue—Sandyland Road to Fifth Street	25
Linden Avenue—Fifth Street to Carpinteria Avenue	25
Linden Avenue—Carpinteria Avenue to US 101	25
Linden Avenue—US 101 to Foothill Road	25
Malibu Drive—Linden Avenue to Sterling Avenue	25
Ogan Road—Linden Avenue to Casitas Pass Road	25
Palm Avenue—Carpinteria Avenue to Sixth Street	25
Santa Monica Road—Via Real to City limits	25
Santa Ynez Avenue—Via Real to La Tierra Lane	25
Santa Ynez Avenue—Carpinteria Avenue to Via Real	25
Seventh Street—Carpinteria Avenue to Linden Avenue	30
Via Real—City limits to 800' west of Santa Monica Road	40
Via Real—800' west of Santa Monica Road to Santa Monica Road	40
Via Real—Santa Monica Road to Santa Ynez Avenue	30
Via Real—Casitas Pass Road to Bailard Avenue	35
Via Real—900' west of Bailard Avenue to 2,000' east of Bailard Avenue	35

Adoption of Ordinance No. 745 would also amend Section 10.44.010 of the Carpinteria Municipal Code by determining upon the basis of an E&TS that the speed permitted by state law upon the following local residential streets is based on a statutory prima facie

speed limit for local roadway classification and shall be hereinafter set forth on those streets or parts of streets designated in said section:

Street or segment affected	Statutory Local Street Prima Facie Speed Limit
Via Real—Ogan Road to Casitas Pass Road	25

POLICY CONSISTENCY

The recommendation is consistent with the Circulation Element of the Carpinteria General Plan and Local Coastal Plan.

FINANCIAL CONSIDERATIONS

There is no cost in approving Ordinance No. 745. By approving Ordinance No. 745, cost would be associated with the erecting of speed limit signs. However, the cost can be completed within the adopted Fiscal Year 2020-2021 Measure A Fund budget (Expense Account No. 215-431-5566).

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

Traffic engineering analyses are required for substantiating the speed limit decrease in order to be in conformance with the California Manual on Uniform Traffic Control Devices. By approving Ordinance No. 745, based on a traffic engineering analysis, the City further exercises its design immunity in accordance with California Government Code Section 830.6. Finally, the City Traffic Engineer determined that the recommendation is consistent with Carpinteria Municipal Code Title 10 (Vehicles and Traffic).

OPTIONS

The City Council could choose not to approve Ordinance No. 745 and/or amend the ordinance and provide direction to staff as appropriate. However, prolonging the adoption of new speed limits beyond the existing speed limit expiration dates may impair the ability to conduct effective speed enforcement.

PRINCIPAL PARTIES EXPECTED AT MEETING

There are no principal parties expected at the meeting.

ATTACHMENTS

Attachment A: Ordinance No. 745

Staff contact:
John L. Ilasin, Public Works Director
(805) 880-3402; johni@ci.carpinteria.ca.us

Signature

Reviewed by:
Dave Durflinger, City Manager
(805) 755-4400, daved@ci.carpinteria.ca.us

Signature

ATTACHMENT A

Ordinance No. 745

ORDINANCE NO. 745

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA, CALIFORNIA, AMENDING SECTION 10.44.010 (DECREASE OF STATE SPEED LIMIT AUTHORIZED IN CERTAIN ZONES) OF THE CARPINTERIA MUNICIPAL CODE AS SUCH RELATES TO MAXIMUM SPEED LIMITS ON CERTAIN CITY STREETS

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

SECTION 1.

Section 10.44.010 of the Carpinteria Municipal Code is hereby amended to read as follows:

It is determined upon the basis of an engineering and traffic survey that the speed permitted by state law upon the following streets is less than necessary for safe operation of vehicles thereon, and it is declared that the prima facie speed limit shall be as hereinafter set forth on those streets or parts of streets designated in this section when signs are erected giving notice thereof:

Street or segment affected	Declared Speed Limit
Bailard Avenue—Via Real to Pandanus Street	25
Carpinteria Avenue—US 101 off-ramp to Santa Monica Creek	40
Carpinteria Avenue—Santa Monica Creek to Santa Ynez Avenue	35
Carpinteria Avenue—Santa Ynez Avenue to Holly Avenue	35
Carpinteria Avenue—Holly Avenue to Casitas Pass Road	25
Carpinteria Avenue—Casitas Pass Road to Carpinteria Creek	30
Carpinteria Avenue—Carpinteria Creek to 1,100' east of Dump Road	35
Carpinteria Avenue—1,100' east of Dump Road to Easterly City limits	40
Casitas Pass Road—SR 192 (Foothill Road) to 1,000' north of US 101	35
Casitas Pass Road—1,000' north of US 101 to US 101	35
Casitas Pass Road—US 101 to Carpinteria Avenue	25

Cravens Lane—Via Real to City limits	35
El Carro Lane—Santa Ynez Avenue to Sterling Avenue	25
El Carro Lane—Linden Avenue to Casitas Pass Road	25
Linden Avenue—Sandyland Road to Fifth Street	25
Linden Avenue—Fifth Street to Carpinteria Avenue	25
Linden Avenue—Carpinteria Avenue to US 101	25
Linden Avenue—US 101 to Foothill Road	25
Malibu Drive—Linden Avenue to Sterling Avenue	25
Ogan Road—Linden Avenue to Casitas Pass Road	25
Palm Avenue—Carpinteria Avenue to Sixth Street	25
Santa Monica Road—Via Real to City limits	25
Santa Ynez Avenue—Via Real to La Tierra Lane	25
Santa Ynez Avenue—Carpinteria Avenue to Via Real	25
Seventh Street—Carpinteria Avenue to Linden Avenue	30
Via Real—City limits to 800' west of Santa Monica Road	40
Via Real—800' west of Santa Monica Road to Santa Monica Road	40
Via Real—Santa Monica Road to Santa Ynez Avenue	30
Via Real—Casitas Pass Road to Bailard Avenue	35
Via Real—900' west of Bailard Avenue to 2,000' east of Bailard Avenue	35

It is determined upon the basis of an engineering and traffic survey that the speed permitted by state law upon the following local residential streets is based on a statutory prima facie speed limit for local roadway classification and shall be hereinafter set forth on those streets or parts of streets designated in this section:

Street or segment affected	Statutory Local Street Prima Facie Speed Limit
Via Real—Ogan Road to Casitas Pass Road	25

SECTION 2. EFFECTIVE DATE

This Ordinance shall be in full force and effect thirty (30) days following a second reading of the Ordinance; and before the expiration of fifteen (15) days following passage, this Ordinance shall be published once with the names of the members of the City Council voting for and against the same in the Coastal View News, a newspaper of general circulation, published in the City of Carpinteria.

SECTION 3. 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 4. CEQA EXEMPTION

The City Council finds that this Ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Sections 15060(c)(3) (this activity is not a "project" as defined in Section 15378) and 15060(c)(2) (this activity will not result in a direct or reasonably foreseeable change in the environment).

SECTION 5. LIMITED EFFECT

Except as explicitly provided herein, all other provisions of Carpinteria Municipal Code Chapter 10.44 (Special Speed Zones) of Title 10 (Vehicles and Traffic) shall remain unchanged and in full force and effect.

PASSED, APPROVED AND ADOPTED on February 22, 2021, by the following vote:

AYES: COUNCILMEMBER(S):

NOES: COUNCILMEMBER(S):

ABSENT: COUNCILMEMBER(S):

ABSTAIN: COUNCILMEMBER(S):

_____
Mayor, City of Carpinteria

ATTEST:

_____
City Clerk, City of Carpinteria

I hereby certify that the foregoing Ordinance was duly and regularly introduced and adopted at a regular meeting of the City Council of the City of Carpinteria held on February 22, 2021.

_____
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
February 8, 2021

ITEM FOR COUNCIL CONSIDERATION

Comprehensive Annual Financial Report (CAFR) for the Fiscal Year Ended June 30, 2020.

STAFF RECOMMENDATION

Action Item _X_ ; Non-Action Item ___

Receive and file the CAFR for the fiscal year ended June 30, 2020.

Sample Motion: I move to receive and file the CAFR and various reports.

BACKGROUND

The purpose of the annual financial audit is to determine if the City's financial reporting has been presented fairly and whether the City has complied with applicable laws and regulations. The audit is a check that aims to inform decision-makers and the public that City financial statements can be relied upon as well as a tool to inform management and the Council where deficiencies in internal controls exist.

The City was awarded the Government Finance Officers Association's (GFOA) Certificate of Achievement for Excellence in Financial Reporting for its CAFR for the 2018/19 fiscal year. This was the 22nd consecutive year that the City's CAFR has been awarded this Certificate. We believe that the 2019/20 CAFR continues to meet the Certificate of Achievement Program's requirements and it has been submitted to the GFOA to determine its eligibility for recognition.

The various reports included in this staff report are listed below:

1. Comprehensive Annual Finance Report

2. Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards

3. Independent Accountants' Report on Agreed-Upon Procedures Applied to Appropriation Limit Worksheets

4. Letter to Those Charged with Governance

The CAFR has been distributed to Councilmembers under separate cover. It can also be viewed on the web via the following link:

https://carpinteria.ca.us/city-hall/administrative-services-finance/

DISCUSSION

The auditors have issued an unmodified ("clean") opinion of the financial statements in the Comprehensive Annual Financial Report (CAFR), meaning that, in their opinion, the statements present fairly, in all material respects, the financial position of the City in conformity with generally accepted accounting principles.

POLICY CONSISTENCY

Resolution No. 5786 adopted April 9, 2018 established a General Fund Reserve Policy. The following table shows the 2019 General Fund balance components allocated among various reserves and a comparison to prior year levels.

Fund Balances	FY 2020	FY 2019	Variance
Pension Stabilization	$ 1,113,400	$ 1,044,950	$ 68,450
Improvements and services	3,055,010	676,393	2,378,617
Major Asset Replacement and Repair Reserve	540,475	551,580	(11,105)
Financial and Economic Uncertainty Reserve	4,344,928	4,444,928	(100,000)
General Reserve - Special Projects	1,189,205	1,135,933	53,272
Total Nonspendable/Restricted/Committed	10,243,018	7,853,784	2,389,234
Unassigned Fund Balance (AFB)	544,306	1,268,806	(724,500)
Total Fund Balance	**$ 10,787,324**	**$ 9,122,590**	**$ 1,664,734**

The Non-spendable Reserve amount represents expenses prepaid at year end that are not available for appropriation in the following year.

The Pension Stabilization are the contributions that have been made to date to help mitigate the increases from CalPERS. The improvements and services are the Measure X funds that are restricted for special projects and not for the City's on-going operations.

The Major Asset Replacement and Repair Reserve, $540 thousand is not at the budgeted and policy level of $1.0 million. These funds have been appropriated for the City Hall Remediation & Renovation project, as well vehicle replacements. The Financial and Economic Uncertainty Reserve, $4.3 million is at the budgeted and policy level of 40% of General Fund expenditures. There is a decrease of $100 thousand in this category due to the COVID-19 pandemic that resulted in the loss of revenue. During the budget process City Council approved the reduction of the reserve. The General Reserve, $1.1 million is also at the budget and policy level of $1.0 million plus interest earnings.

FINANCIAL AND RISK MANAGEMENT CONSIDERATIONS

The table below illustrates original and final budgets versus actuals for Fiscal Year 2019-20. The final budget projected General Fund Net Income/(Loss) (excess of revenues over expenses and net transfers) to be positive balance of 642 thousand versus the actual positive balance of $1.6 million that resulted in a variance of $1.0 million. Please see the CAFR, Budget and Actual Schedule, Page 62 for additional detail.

	Budget Amounts			
	Original	Final	Actual	Variance
Revenues	$13,262,700	$12,898,950	$13,814,008	$ 915,058
Expenditures	(12,864,074)	(11,086,600)	(11,117,608)	(31,008)
Net Transfers	(191,346)	(1,170,450)	(1,031,666)	138,784
Changes in fund balances	207,280	641,900	1,664,734	1,022,834
Fund Balance - July 1	9,122,590	9,122,590	9,122,590	-
Fund Balance - June 30	**$ 9,329,870**	**$ 9,764,490**	**$10,787,324**	**$ 1,022,834**

Overall, the General Fund revenue final budget versus the actual was $915 thousand, a variance favorable to budget. This increase was due to several major categories such as $275 thousand in Sales Taxes, $199 thousand in Intergovernmental (contributions from outside sources), $208 thousand in Interest and Rents, and $123 thousand in Transient Occupancy Taxes. These increases were offset by decreases such as $18 thousand in

Charges for Services, $18 thousand in Miscellaneous, and $11 thousand in License Permits.

General Fund expenses final budget versus the actual were $31 thousand, a variance unfavorable to budget. These increases include various departments such as Public Works $ 41 thousand and General Government $25 thousand and offset by Public Safety $17 thousand, Capital Outlay $15 thousand, and Parks & Recreation $3 thousand.

Prior period adjustment in the financial statements to correct the balances of the Revolving Fund to correct interest posting to deferred revenues in the amount of ($10,914) and the Housing Fund to correct loan receivable not recorded in prior years in the amount of $260,499 as of July 1, 2019. Please see Notes to Basic Financial Statements, Page 59 for additional details.

The table below summarizes the budgeted and actual ending fund balances for each of the City's funds.

	FUND	Budget Fund Balances	Audited Fund Balances	Variance
101	General Fund	$ 12,454	$ 544,306	$ 531,852
101	General Reserve - Economic Uncertainties	4,344,928	4,344,928	-
101	General Fund (Nonspendable/Restricted)	1,044,950	1,113,400	68,450
102	General Reserve - Special Projects	1,155,933	1,189,205	33,272
103	Capital Asset Replacement GF	525,829	540,475	14,646
104	Measure X Fund	2,693,493	3,055,010	361,517
201	Traffic Safety Fund	37,989	27,591	(10,398)
203	Road Maintenance Rehab Fund	297,071	343,195	46,124
204	Park Maintenance Fund	-	(26,376)	(26,376)
205	Gas Tax Fund	69,732	46,316	(23,416)
206	Local Transportation Fund	106,682	110,603	3,921
207	Tidelands Trust Fund	116,499	136,291	19,792
208	Street Lighting Fund	248,698	256,170	7,472
209	R-O-W Assessment District Fund	-	(1,665)	(1,665)
210	PBIA Fund	18,920	45,570	26,650
211	AB 939 Fund	358,578	384,551	25,973
212	Measure D Fund	119,899	131,197	11,298
213	Recreation Services Fund	65	27,266	27,201
214	Housing Fund	255,211	531,820	276,609
215	Measure A Fund	2,078,149	2,216,301	138,152
216	Revolving Fund	7,214	-	(7,214)
217	Peg Fees Fund	149,236	156,608	7,372
301	Capital Improvement Projects Fund	2,150,752	1,935,488	(215,264)
	Total All Funds	**$ 15,792,282**	**$ 17,108,250**	**$ 1,315,968**

Overall, all City Funds had an ending fund balance of $17,108,250, an increase over budget of $1,315,968. Each of the City's 19 funds (funds 101,102, and 103 are considered General Fund), except for R-O-W Assessment District Fund 209 and Park Maintenance Fund 204, had a zero or positive fund balance.

PRINCIPAL PARTIES EXPECTED AT MEETING

Unknown

ATTACHMENTS

A. Comprehensive Annual Financial Report
B. Auditor's report on internal controls
C. Auditor's report on appropriations limit calculations
D. Auditor's required Letter to Those Charged with Governance

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Signature

Reviewed by: Dave Durflinger, City Manager
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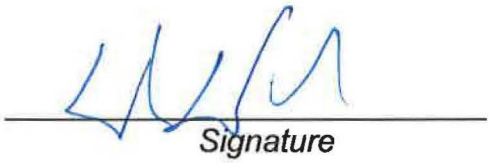

Signature

ATTACHMENT A

A. Comprehensive Annual Financial Report – (distributed under separate cover)

ATTACHMENT B

B. Auditor's report on internal controls

Moss, Levy & Hartzheim LLP

Certified Public Accountants

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Honorable Mayor and City Council
City of Carpinteria
Carpinteria, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the City of Carpinteria (the City), as of and for the fiscal year ended June 30, 2020, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated February 8, 2021.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified. We did identify a deficiency in internal control over financial reporting, described in the accompanying schedule of findings and responses that we consider to be a significant deficiency in internal control over financial reporting. Findings 2020-1 and 2020-2, as detailed on page 3, is a deficiency in internal control over financial reporting that we consider to be a significant deficiency.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards.*

City of Carpinteria's Responses to Findings

The City of Carpinteria's response to the finding identified in our audit is described in the accompanying schedule of findings and responses. The City of Carpinteria's response was not subjected to the auditing procedures applied in the audit of the financial statements, and accordingly, we express no opinion on it.

2400 Professional Parkway, Suite 205 Santa Maria, CA 93455 Tel 805.925.2579 Fax 805.925.2147 mlhcpas.com

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Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Moss, Levy & Hartzheim LLP

Santa Maria, California
February 8, 2021

City of Carpinteria
Schedule of Findings and Responses
June 30, 2020

FINDING 2020-1
PAYROLL

Criteria:
At the beginning of each fiscal year, employee vacation accrual rates should be reviewed to ensure City employees are receiving the correct amount of vacation.

Condition:
During our testing of employee payroll transactions, we noted that one employee did not receive the vacation they should have received.

Effect:
The employee accrued more vacation than their contract stated.

Cause:
City oversight.

Recommendation:
The City should have a list of each employee's anniversary date. During the pay period of each City employee's anniversary date, City employees should ensure that the vacation accruals are updated to the correct amount based on the years of service and the City agreements.

City's Corrective Action Plan:
The City has corrected this miscalculation in the employee's profile in the financial software. To ensure that this does not occur again in the future- the employee vacation calculations will be prepared by Payroll and reviewed by both a secondary Finance team member and the Human Resources department, ensuring that three physical signatures are on the calculation sheet before being entered into the financial software.

FINDING 2020-2
CASH DISBURSEMENTS

Criteria:
The City should have an official purchasing policy which will list what type of approval is needed for each purchase, who has authority to initiate purchases, what dollar threshold would require City Manager or City Council approval, if there are different purchase policies for different departments, and so on and so forth.

Condition:
During discussion of the City's internal controls, it was determined that the City does not have an official purchasing policy.

Effect:
The City is operating without an official purchasing policy which may lead to improper purchases and misappropriation of funds.

Cause:
City oversight.

Recommendation:
The City should put together an official purchasing policy. This policy will list what type of approval is needed for each purchase, who has authority to initiate purchases, what dollar threshold would require City Manager or City Council approval, if there are different purchase policies for different departments, and so on and so forth.

City's Corrective Action Plan:
The City will research, prepare and adopt a City-wide Purchasing Policy in the upcoming fiscal year. This item has been included in the City's Calendar Year 2021 Annual Work Plan. The City has recently implemented a new financial software complete with a Purchasing module that will assist with the execution of the approvals and regulations instilled by the new policy.

ATTACHMENT C

C. Auditor's report on appropriations limit calculations

Moss, Levy & Hartzheim LLP

Certified Public Accountants

Independent Accountant's Report on Agreed-Upon Procedures Applied to Appropriations Limit Worksheets

The City Council of the
City of Carpinteria

We have performed the procedures enumerated below, which were agreed to by City of Carpinteria and the League of California Cities (as presented in the League publication entitled *Article XIIIB Appropriations Limitation Uniform Guidelines*), solely to assist you in meeting the requirements of Section 1.5 of Article XIIIB of the California Constitution for the fiscal year ended June 30, 2021. City of Carpinteria' management is responsible for the Appropriations Limit Exhibit A. This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of these procedures is solely the responsibility of those parties specified in the report. Consequently, we make no representation regarding the sufficiency of the procedures described below, either for the purpose for which this report has been requested or for any other purpose.

The procedures performed and our findings were as follows:

1. We obtained the completed worksheets (or other alternative computations) and compared the limit and annual adjustment factors included in those worksheets to the limit and annual adjustment factors that were adopted by resolution of the City Council. We also compared the population and inflation options included in the aforementioned worksheets to those that were selected by a recorded vote of the City Council.

   Finding: No exceptions were noted as a result of these procedures.

2. For the accompanying Appropriations Limit Exhibit A, we multiplied line 1, last fiscal year's limit, by line 4, total adjustments, and compared the resulting amount to line 5, this fiscal year's limit.

   Finding: No exceptions were noted as a result of these procedures.

3. We compared the current fiscal year information presented in the accompanying Exhibit A to the other worksheets described in No. 1 above.

   Finding: No exceptions were noted as a result of these procedures.

4. We compared the prior fiscal year appropriations limit presented in the accompanying Exhibit A to the prior fiscal year appropriations limit adopted by the City Council during the prior fiscal year.

   Finding: No exceptions were noted as a result of these procedures.

We were not engaged to and did not conduct an audit, the objective of which would be the expression of an opinion on the accompanying Appropriations Limit Exhibit A. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you. No procedures have been performed with respect to the determination of the appropriation limit for the base fiscal year, as defined by Article XIII-B of the California Constitution.

2400 Professional Parkway, Suite 205 Santa Maria, CA 93455 Tel 805.925.2579 Fax 805.925.2147 mlhcpas.com

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This report is intended solely for the information and use of the City Council and management of the City of Carpinteria and is not intended to be and should not be used by anyone other than these specified parties.

Moss, Levy & Hartzheim LLP

February 8, 2021
Santa Maria, California

ATTACHMENT D

D. Auditor's required Letter to Those Charged with Governance

Moss, Levy & Hartzheim LLP

Certified Public Accountants

February 8, 2021

To the City Council of the
City of Carpinteria

We have audited the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the City of Carpinteria as of and for the fiscal year ended June 30, 2020. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards and *Government Auditing Standards* as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated May 15, 2020 Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City of Carpinteria are described in Note 1 to the financial statements. We noted no transactions entered into by the governmental unit during the fiscal year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the City's financial statements were:

> Management's estimate of the useful lives of capital assets is based on experience with other capital assets and on their standard table of useful lives. We evaluated the key factors and assumptions used to develop the useful lives of capital assets in determining that it is reasonable in relation to the financial statements taken as a whole.
>
> Management's estimate of the allowance for bad debt is based on their past experience with the collectability of the billings to their customers. We evaluated the key factors and assumptions used to develop the allowance for bad debt in determining that it is reasonable in relation to the financial statements taken as a whole.
>
> Management's estimate of the net pension liability and deferred inflows and outflows related to pension are based on the CalPERS actuary's expertise and experience. We evaluated the key factors and assumptions used to develop the net pension liability and deferred inflows and outflows related to pension in determining that it is reasonable in relation to the financial statements taken as a whole.
>
> Management's estimate of the other postemployment benefits (OPEB) liability and deferred inflows and outflows is based on the actuary's expertise and experience. We evaluated the key factors and assumptions used to develop the OPEB liability and deferred inflows and outflows in determining that it is reasonable in relation to the financial statements taken as a whole.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to each opinion unit's financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated February 8, 2021.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the governmental unit's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the governmental unit's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

With respect to the supplementary information accompanying the financial statements, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

This information is intended solely for the use of the City Council and management of the City of Carpinteria and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

Moss, Levy & Hartzheim LLP

Santa Maria, California

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
February 8, 2021

ITEM FOR COUNCIL CONSIDERATION

Authorize the City Manager to execute Amendment No. 6 to the Agreement with COM3 Consulting, Inc. for consulting project management services for the Carpinteria Avenue Bridge Replacement Project.

STAFF RECOMMENDATION

Action Item _X_ ; Non-Action Item ___

Authorize the City Manager to execute Amendment No. 6 to the Agreement with COM3 Consulting, Inc. for consulting project management services for the Carpinteria Avenue Bridge Replacement Project in a not-to-exceed amount of $10,500, thereby extending the term and increasing the maximum Agreement amount to $134,700.

Sample Motion: I move to authorize the Mayor to execute Amendment No. 6 to the Agreement with COM3 Consulting, Inc. for consulting project management services for the Carpinteria Avenue Bridge Replacement Project in a not-to-exceed amount of $10,500, thereby extending the term and increasing the maximum Agreement amount to $134,700.

(This motion requires a roll call vote.)

BACKGROUND

Carpinteria Avenue serves as the main, east-west arterial street and is typically a temporary detour route for U.S. Highway 101 during significant emergencies or major freeway construction work. The Carpinteria Avenue Bridge over Carpinteria Creek (CAB) was built in 1937. In accordance with federal regulations, the California Department of Transportation (Caltrans) conducts inspections for the Carpinteria Avenue Bridge. Caltrans is responsible for inspecting over 12,000 State Highway bridges and approximately 12,200 bridges owned by local agencies. The CAB is one of seven vehicular bridges maintained by the City. According to a bridge inspection report prepared by Caltrans for the CAB in 2012, it is structurally deficient and hydraulically insufficient because it would not allow the 100-year flood, as currently defined, to pass under it.

In 2010, the City secured federal-aid funding from the Highway Bridge Program (HBP) for the CAB Replacement Project (Project). The HBP is a reimbursement funding program in which 88.53-percent of participating costs are paid for with federal-aid funds and the remaining 11.47-percent is paid for by the local agency (i.e. City). The Federal Highway Administration (FHWA) delegates the administerial authority of the HBP to Caltrans on behalf of FHWA. HBP funds have been obligated for the Preliminary Engineering (PE), Right-of-Way (ROW), and Construction (CON) phases of the Project.

On December 5, 2011, the original Agreement with COM3 Consulting, Inc. was in the amount of $26,200 for project management services, which included preparing the HBP application materials for the Project. A total of five amendments have been authorized to date for a total current not-to-exceed amount of $81,000. These amendments served to expand the scope of consultant work due to City's interest in continuing work on the Project during a period when the Public Works Department experienced key staff vacancies. COM3 Consulting, Inc. was hired for staff augmentation services to temporarily perform as Acting Public Works Director/City Engineer, in part, to avoid delays in the Project condemnation proceedings and utility agreement negotiations. The PE phase is now complete and the ROW phase, which includes full acquisition of all rights-of-way, is significantly complete. The only remaining ROW phase milestone is the formal certification of all acquired rights-of-way (i.e. Right of Certification) and its submittal to Caltrans for approval.

The purpose of this agenda matter is to authorize the City Manager to execute Amendment No. 6 to the Agreement with COM3 Consulting, Inc. to continue providing project management services for the Project. The amendment includes an estimate of hours required to complete associated tasks through the Project construction phase and proposes a revised not-to-exceed contract amount is $134,700, an increase of $10,500.

DISCUSSION

COM3 Consulting, Inc. possesses the institutional knowledge of the Project and is best suited to provide continuity in order to finally deliver the Project to construction. The scope of work by COM3 Consulting, Inc. for Amendment No. 6 includes the following tasks:

1. Prepare the Right-of-Way Certification.
2. Prepare the Request for Authorization to Proceed with Construction.
3. Coordinate with Caltrans, utility companies, and other stake holders.

Amendment No. 6 also provides for extending the Agreement term to December 31, 2021.

POLICY CONSISTENCY

The Project is included in the City's Capital Improvement Program/Development Impact Fee Program, and has previously been found by the City to be consistent with following goals and policy statements in the Circulation Element of the General Plan and Local Coastal Plan:

- 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-1b).
- Support the preservation of creeks and their corridors as open space, and maintain and restore riparian habitat to protect the community's water quality, wildlife diversity, aesthetic values, and recreation opportunities (OSC-6a).
- Protect and restore degraded creeks on City-owned land where protection and restoration does not interfere with good flood control practices (OSC-6b).

The purpose of the Circulation Element is to designate an efficient system of streets and highways that will provide adequate linkages between land uses in the City. The Circulation Element complements the Land Use Element by contributing to the achievement of the economic, physical, and social goals of the community. Circulation and infrastructure needs are typically granted high priority in municipal capital budgets.

The Project has also previously been found to be consistent with the City's Creeks Preservation Program, including Policy 2.10 and Implementation Measure 2.10.2, which promote the aquatic and riparian habitats of Carpinteria Creek for restoration through both public and private efforts.

FINANCIAL CONSIDERATIONS

Approval of the subject consultant services agreement amendment will result in increased cost to the City in the amount of $10,500. The amended total Agreement amount would be $134,700. If approved, Development Impact Fee (DIF) funds would be used to pay for the additional services and the requisite adjustment included in the Mid-Year Budget review/amendment. As a reminder, this consultant service expense is not eligible for HBP funds because the services were procured prior to the HBP funds being obligated to the City. Pursuant to the HBP rules, procurements or expenses made prior to obligation of HBP funds are not eligible for federal-aid reimbursement.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

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

OPTIONS

1. Approve Amendment No. 6 to the COM3 contract (staff recommendation)
2. The City Council could choose not to authorize Amendment No. 6 to the Agreement with COM3 Consulting and provide further direction to staff.

PRINCIPAL PARTIES EXPECTED AT MEETING

None.

ATTACHMENTS

Attachment A: Amendment No. 6 to Agreement with COM3 Consulting, Inc.

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Assistant to the Public Works Director
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Signature

Reviewed by:
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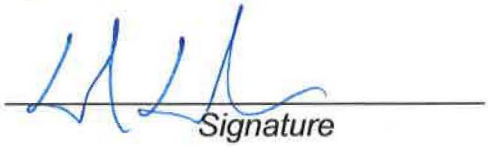
Signature

Reviewed by:
Dave Durflinger, City Manager
(805) 755-4400, daved@ci.carpinteria.ca.us


Signature

ATTACHMENT A

Amendment No. 6 to Agreement with COM3 Consulting, Inc.

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CITY OF CARPINTERIA
SIXTH AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES

This Sixth Amendment for additional consultant services for project management assistance in the Preliminary Engineering and Right-of-Way Phases of the Carpinteria Avenue Bridge Project, for an amount not to exceed $10,500.00, is made and effective as of the 8th day of February, 2021 between the City of Carpinteria, a municipal corporation ("City") and COM3 Consulting ("Consultant"). This Amendment is made a part of the original Agreement for Consultant Services for the amount of $26,200, dated December 5, 2011. The amended total of the Agreement is $134,700. This amendment also extends the term of the original Agreement to December 31, 2021.

Consultant services for project management of the Preliminary Engineering Phase of the Carpinteria Avenue Bridge Project include items as noted in the Scope of Work (Attachment A-6), at the negotiated contract fee as stated in the Payments and Rate Schedule (Attachment B-6); and said attachments are made a part of this Amendment.

Authority to Execute this Amendment

The person or persons executing this Amendment on behalf of Consultant warrants and represents that he/she has the authority to execute this Amendment on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

The City Council, on this 8th day of February, 2021, approves this Amendment and authorizes the Mayor to execute this Amendment.

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

"CITY"
City of Carpinteria

By:_____
Wade T. Nomura, Mayor

ATTEST:
City of Carpinteria

By:_____
Fidela Garcia, CMC, City Clerk

APPROVED AS TO FORM:
City of Carpinteria

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

"CONSULTANT"
COM3 Consulting

By:_____
Gerald Comati, President

ATTACHMENT A-6

com3 consulting

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T: 805 962-0488
F: 805 962-5209
E: gerald@com3consulting.com

January 11, 2021

Mr. John Ilasin P.E.
Public Works Director
City of Carpinteria
5775 Carpinteria Avenue
Carpinteria, CA 93013

Subject: Carpinteria Avenue Bridge Project – Project Management Services

Dear Mr. Ilasin:

Attached please find the scope and cost proposal for Amendment No.6 to the current COM3 Consulting project management assistance contract for the Carpinteria Avenue Bridge Project.

The scope for Amendment No.6 is for continued management assistance services related to the completion of the PE and RW Phases of the HBP funded Carpinteria Avenue Bridge Project and submitting the RFA for Construction.

If you have any questions, please contact me at 805-895-0255 for by email (gerald@com3consulting.com). Thank You.

Sincerely,

Gerald Comati, P.E.
President
COM3 Consulting Inc.

com3 consulting

Mr. John Ilasin P.E.
January 11, 2021
Carpinteria Avenue Bridge Project

ATTACHMENT A-6 – SCOPE OF WORK
AMENDMENT No.6.

Introduction

The City of Carpinteria has secured Highway Bridge Program (HBP) funding for work on the Carpinteria Avenue Bridge and has secured the services of COM3 Consulting to assist in the management of this important project. COM3 Consulting is please to propose the following scope of work:

Amendment No.6 Scope:

PE, R/W and Construction Phases:

1. Oversee securing Right of Way Certification for project.
2. Coordination with Caltrans Local Assistance.
3. Coordination with City Staff.
4. Preparation of RFA for construction funding.
5. Ensure HBP compliance.

ATTACHMENT B-6

ATTACHMENT B-6- COST AMENDMENT No.6

com3 consulting

Mr. John Ilasin P.E.
Public Works Director
City of Carpinteria
5775 Carpinteria Avenue
Carpinteria, CA 93013

January 11, 2021

Payments Rates and Budget

Project: Carpinteria Avenue Bridge Project

Labor:			Hr Rate	Total Hrs	Labor Cost														
Task		Name			Original contract		Amend No.1		Amend No.2		Amend No.3		Amend No.4		Amend No.5		Amend No.6		Total
			$/hr	hrs	hrs	$	hrs	$	hrs	$	hrs	$	hrs	$	hrs	$	hrs	$	$
A	Project Verification/Initial Project Development Activities	Gerald Comati	160	80	80	12,800													$12,800
B	Consultant Team Selection	Gerald Comati	160	80	80	12,800													$12,800
C	PE Phase, Project Management Assistance	Gerald Comati	165	300			150	24,750	150	24,750									$49,500
D	PE + RW Phases PM Assistance + Oversight of RW Certification	Gerald Comati	170	160							60	10,200	100	17,000					$27,200
E	PE + RW + Bidding Assistance	Gerald Comati	175	120											120	21,000	60	10,500	$31,500
Total Labor				**620**	**160**	**25,600**	**150**	**24,750**	**150**	**24,750**	**60**	**10,200**	**100**	**17,000**	**120**	**21,000**	**60**	**10,500**	**133,800**

Expenses:

Description			Original contract	Amend No.1	Amend No.2	Amend No.3	Amend No.4	Amend No.5	Amend No.6	Total
1.	Reproduction	Includes cost for all copying	$200	$0	$0	$0	$0	$0	$0	$200
2.	Travel	Car mileage reimbursement rate of 0.5 $/mile.	$200	$0	$0	$0	$0	$0	$0	$200
3.	Miscellaneous	Includes cost for miscellaneous expenses	$200	$0	$0	$0	$0	$300	$0	$500
Total - Expenses			$600	$0	$0	$0	$0	$300	$0	$900

Total Contract Budget	$26,200	$24,750	$24,750	$10,200	$17,000	$21,300	$10,500	$134,700

Current Consultant Payment Rates		
Name	$/Hr	Title
Gerald Comati	175	President

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
February 8, 2021

ITEM FOR COUNCIL CONSIDERATION

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

STAFF RECOMMENDATION

Action Item _X_ ; Non-Action Item ___

Authorize entering into the Construction Contract with Precision Concrete Cutting for Sidewalk Assessment and Repairs in the amount of $48,821 through the Cooperative Purchasing Contract by the California Joint Powers Insurance Authority.

Sample Motion: I move to approve and authorize a Construction Contract with Precision Concrete Cutting for sidewalk assessment and repairs in the amount of $48,821 through the Cooperative Purchasing Contract by the California Joint Powers Insurance Authority.

(This motion requires a roll-call vote.)

BACKGROUND

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

In January 2019, Precision Concrete Cutting entered into a Master Services Agreement with the California Joint Powers Insurance Authority (CJPIA) for the Sidewalk Repair and Maintenance Program Pricing and Services. The Master Services Agreement is a cooperative purchasing contract in which CJPIA is the lead agency in soliciting

competitive bids on behalf of its members. The Master Services Agreement established an agreed-upon set of services and related costs in order for CJPIA members to access sidewalk repair and maintenance services on an as-needed basis.

The purpose of this agenda matter is for the City Council to approve and authorize the City entering into a construction contract with Precision Concrete Cutting for sidewalk assessment and repairs in Sidewalk Maintenance Zone 4 through the cooperative purchasing contract by CJPIA.

DISCUSSION

The City is a CJPIA member and is allowed to directly enter into a contract with Precision Concrete Cutting through the Master Services Agreement. Attachment A to this staff report is the proposed construction contract with Precision Concrete Cutting. Attachment B is a copy of the Master Services Agreement.

Based on the 2012 update of the Sidewalk Assessment Program, Sidewalk Maintenance Zone 4 is the next area for further sidewalk assessment and repairs. Sidewalk Maintenance Zone 4 encompasses the eastern portion of Carpinteria Avenue, Concha Loma neighborhood, and sidewalks along and/or near Casitas Pass Road, Cameo Road, Bailard Avenue, the eastern portion of Via Real, and the streets that serve the industrial park at the eastern end of Via Real. Visual reconnaissance of Sidewalk Maintenance Zone 4 identifies just over 14,000 square feet (or approximately 4,000 linear feet) of sidewalks that are in need of immediate repair.

In tandem with the contract work by Precision Concrete Cutting, Street Maintenance Division staff will also be performing sidewalk work on Aragon Drive, Cameo Road, Carpinteria Avenue, Mark Avenue, Nipomo Drive, Palmetto Way, Pandanus Street, Sterling Avenue, and Via Real. Due to the current pandemic as well as the negative affects thereof to the City's infrastructure maintenance operations, the sidewalk maintenance work schedules that were initially planned for were delayed. However, this tandem between Street Maintenance Division staff and Precision Concrete Cutting would be able get to all of the planned work.

POLICY CONSISTENCY

The recommendation addresses many of the goals, objectives, and policy statements in the pedestrian circulation section of the Circulation Element of the General Plan and Local Coastal Plan.

FINANCIAL CONSIDERATIONS

The recommendation will cost $48,821. Should the City Council consider the recommendation, a combination of Measure A funds [Expense Account No. 215-431-5302 (Street Maintenance)] and Measure X funds [Expense Account No. 101-431-5302 (Street Maintenance)] would be used.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

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

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

OPTIONS

1. Award a construction contract with Precision Concrete Cutting (staff recommendation)
2. The City Council could choose not to award a construction contract with Precision Concrete Cutting and provide further direction to staff. However, the sidewalk assessment and repairs of risk-prone sidewalks will be delayed.

PRINCIPAL PARTIES EXPECTED AT MEETING

There are no principal parties expected at the meeting.

ATTACHMENTS

Attachment A: Construction Contract for Precision Concrete Cutting
Attachment B: Master Services Agreement between Precision Concrete Cutting and the California Joint Powers Insurance Authority

Staff contact:
Brian C. Barrett
Assistant to the Public Works Director
(805) 755-4446; brianb@ci.carpinteria.ca.us

for _____ Signature

Reviewed by:
John L. Ilasin, Public Works Director
(805) 880-3402; johni@ci.carpinteria.ca.us

_____ Signature

Reviewed by:
Dave Durflinger, City Manager
(805) 755-4400, daved@ci.carpinteria.ca.us

_____ Signature

ATTACHMENT A

Construction Contract for Precision Concrete Cutting

AGREEMENT FOR CONSTRUCTION CONTRACTOR SERVICES

THIS AGREEMENT FOR CONSTRUCTION CONTRACTOR SERVICES ("**Agreement**") is made and effective as of the 8th day of February 2021 by and between the City of Carpinteria, a municipal corporation ("**City**"), and Precision Concrete Cutting ("**Contractor**") (collectively, the "**Parties**") at Carpinteria, California, with reference to the following facts:

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

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

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

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

1. SERVICES.

1.1 **Basic Work**. City hereby retains Contractor to perform the services described and set forth in the attached Exhibit A ("**Basic Work**"), which is incorporated by this reference as though set forth in full. Contractor agrees to furnish at his own expense all labor, materials, equipment, tools, transportation, and services necessary for the successful completion of the Basic Work, except such materials, equipment and services as may be stipulated in Exhibit A. Contractor shall complete the Basic Work according to a schedule of performance which is also set forth in Exhibit A. The Parties agree and acknowledge that time is of the essence in performance of this Agreement.

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

2. PERFORMANCE.

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

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

2.2 **Completion of Work.** Work shall be completed within *90 days* of the signed date of this Agreement, unless extended in writing by the City.

2.3 **Labor and Materials**. Contractor agrees to furnish at his own expense all labor, materials, equipment, tools, transportation, and services necessary for the successful completion of the Work, except such materials, equipment and services as may be stipulated in Exhibit A. Contractor shall supervise fulfillment of the provisions of this Agreement by its employees and subcontractors and shall be responsible for the timely performance of the Work as required by this Agreement.

2.4 **Review of Work**. Contractor shall furnish City with reasonable opportunities from time to time to ascertain whether the Work is being performed in accordance with this Agreement. All work done and materials furnished shall be subject to final review and approval by the Public Works Director or his/her designee; Contractor is not authorized to provide final approval or review, which is solely City's function and role. City review and approval of such Work shall not, however, relieve Contractor of any of its obligations under this Agreement.

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

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

3. **TERM**. This Agreement shall be effective as of the date first above written and shall continue until all Work to be provided by Contractor are completed to the satisfaction of the City.

4. **COMPENSATION.**

4.1 **Basic Work**. For Basic Work, City shall pay Contractor on a time and materials basis, not to exceed amount of Forty-Eight Thousand Eight Hundred Twenty-One dollars ($48,821.00) as full compensation for all labor, materials, equipment, tools, transportation, and Work. This compensation shall be paid in accordance with the payment rates and schedule as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based on the actual time spent on the tasks and the actual price of the necessary materials.

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

4.2 **Additional Work**. Contractor shall not be compensated for any Work rendered in connection with its performance of this Agreement which is in addition to the Basic Work, unless such Additional Work is authorized in advance and in writing in the method provided for herein. Contractor will submit fee estimates for such Additional Work upon request of City.

4.3 **Consideration.** Contractor agrees to perform the Work according to the terms of this Agreement for the abovementioned price and City agrees to pay Contractor at the time, in the manner, and upon the conditions stipulated in this Agreement. City and Contractor, for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants contained in this Agreement and in the attached Exhibits.

4.4 **Invoices**. Each and every payment by City shall be subject to City's receipt of an invoice outlining the items for which payment is requested. Payment to Contractor as to any undisputed fees shall be made, after verification of Contractor's performance, within 30 (thirty) days of receipt of invoice. If City disputes any of Contractor's fees, it shall give written notice to Contractor within 30 (thirty) days of receipt of an invoice of such disputed fees. The City shall pay interest at the legal rate on any invoices not paid within 30 days of submission where the validity of the request is not disputed and the request has been properly submitted.

4.5 **Withholding**. City reserves the right to withhold future payment to Contractor if any aspect of the Contractor's work is found to be substantially inadequate. City shall notify

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

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

5. **RECORDS.**

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

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

5.3 **Original Records**. Upon completion of, or in the event of termination or suspension of this Agreement, all completed and incomplete original agreements, data, documents, designs, drawings, exhibits, maps, models, computer files, reports, studies, surveys, notes, and other work, materials or documents prepared or used to prepare Contractor's work product in the course of providing the Work pursuant to this Agreement ("**Contractor Work Product**") shall become the sole property of City once the Contractor has received payment. City may duplicate, disclose, disseminate, use, reuse or otherwise dispose of Contractor Work Product in whole or in part in any manner it deems appropriate, without the permission of Contractor. With respect to computer files, Contractor shall make available to the City, at Contractor's office and upon reasonable written request by City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files. Contractor may retain copies of such Contractor Work Product as a part of its record of professional activity.

6. **TERMINATION.**

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

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

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

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

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

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

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

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

9. **INDEMNIFICATION**. To the fullest extent permitted by law, Contractor shall indemnify, protect, defend and hold harmless City and any of its officials, employees and agents **("Indemnified Parties")** from and against any and all losses, liabilities, obligations, claims, penalties, damages, costs, interest, actions, judgments, suits and expenses or disbursements of any kind or nature whatsoever, including attorneys' fees and costs ("**Claims**"), which in any way relate to this Agreement or to the performance of this Agreement by any individual or entity for whom Contractor is legally liable, including but not limited to, officers, agents, employees, subcontractors or consultants of Contractor ("**Agents**"). Contractor shall also indemnify, defend and hold harmless Indemnified Parties from and against any and all Claims which arise out of the negligence, recklessness, strict liability or willful misconduct of the Contractor and Agents.

10. **RELEASE OF INFORMATION.**

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

10.2 **Notice and Cooperation**. Contractor shall promptly notify the City Manager and City Attorney in writing if Contractor, its officers, employees, agents or subcontractors are served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any person or party related to this Agreement and/or Contractor's related Work. City has no obligation to, but may exercise discretion to represent Contractor and/or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide the City an opportunity to review any response to discovery requests provided by Contractor. However, City's right to review any such response does not grant or imply a right of City to control, direct, dictate or rewrite said response.

11. **RELATIONSHIP TO CITY.**

11.1 **Independent Contractor**. Contractor is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the Work under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, subcontractors, or agents, except as set forth in this Agreement. Contractor shall not at

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

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

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

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

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

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

12. GENERAL PROVISIONS.

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

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

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

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

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

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

12.4 **Notice of Claims.** City agrees to timely notify Contractor of the receipt of any third party claim related to the Agreement.

12.5 **Licenses**. At all times during the term of this Agreement, Contractor and all officer employees, subcontractors or agents of Contractor shall have in full force and effect, all licenses required by law for the performance of Work described in this Agreement.

12.6 **Labor Conditions**. City is a public entity in the state of California, and therefore, City and Contractor are subject to the provisions of the Government Code and the Labor Code of the state of California. All provisions of law applicable to public contracts and/or this Agreement are incorporated herein by this reference and are made a part of this Agreement to the same extent as if they were fully stated in the Agreement and shall be complied with by Contractor.

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

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

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

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

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

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

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

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

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

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

12.15 **Entire Agreement**. This Agreement, along with its attached exhibits, which are incorporated herein by this reference, constitutes the entire Agreement between the parties and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. This Agreement may be altered, amended or modified only by a supplemental writing executed by the parties to this Agreement and by no other means. Each party waives any future right to claim, contest, or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreement, course of conduct, waiver or estoppel.

12.16 **Counterparts**. This Agreement may be executed in counterparts, each of which shall remain in full force and effect as to each party.

12.17 **Severability.** In the event that any term or provision of this Agreement shall be held to be invalid, void or unenforceable, then the remainder of this Agreement shall not be affected, impaired or invalidated, and each such term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

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

"CITY"
City of Carpinteria

By:_____
David Durflinger, City Manager

"CONTRACTOR"
Precision Concrete Cutting

By:_____
Gary Beneduci, General Manager

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

BASIC WORK

PRECISION CONCRETE CUTTING
Trip Hazard Removal Specialists

Los Angeles/Central California
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ADA Compliant Safe Sidewalks - Sidewalk Trip Hazard Removal Service

November 20, 2020

Robert Howard
Public Works Supervisor
Department of Public Works
City of Carpinteria
5775 Carpinteria Avenue
Carpinteria, CA 93013

Subject: Quotation for survey and repair of sidewalk trip hazards at City of Carpinteria, Sidewalk Maintenance Zone 4.

Hello Robert:

Thank you again for the opportunity to help improve the safety of your walkways in the City of Carpinteria. We are pleased to offer our budget stretching solution that will meet your ADA requirements and reduce your risk of liability.

As requested, please find our quotation for the assessment of sidewalk conditions and uneven sidewalk repair within the designated Sidewalk Maintenance Zone 4. We have performed the sidewalk assessment of each street segment and identified a total of **846** sidewalk hazard locations with changes in vertical elevation between panels of 1/2" or greater as specified by the Americans with Disabilities Act.

We measured each location and provide our quotation for the repair of **775** sidewalk trip hazards in the attached spreadsheet. We include the size, location, and cost to repair for each location and highlighted **52** locations that should be considered for complete removal and replacement and **19** locations to be patched or filled. Photographs and GPS map locations are included for your reference.

PROJECT AREA

Sidewalk Maintenance Zone 4

The sidewalk assessment of Sidewalk Maintenance Zone 4 and following quotation for trip hazard removal includes the street segments highlighted in orange below.

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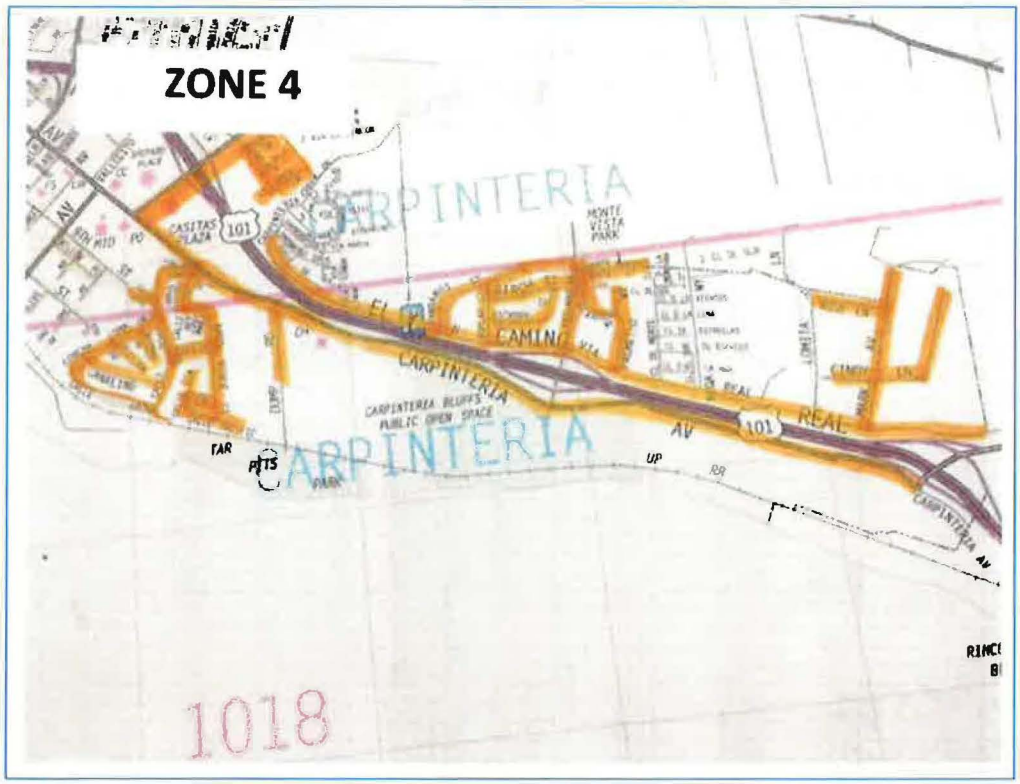

OUR QUOTATION

Sidewalk Maintenance Zone 4 – Cost of Repair by Street Segments

For this quotation we focus our specialized service on all hazards with a difference in vertical elevation of 1/2" up to 2 1/2".

The following costs for trip hazard removal are based on the California JPIA Sidewalk Maintenance Program and the preferential pricing associated with the Master Services Agreement available to all members.

Based on your requirements, we quote Option 3 as identified in the CJPIA Master Services Agreement. Option 3 provides for Sidewalk Assessment Services combined with Uneven Sidewalk Repair Services for each sidewalk maintenance zone.

CJPIA OPTION 3: Sidewalk Assessment and Uneven Sidewalk Repair – Zone 4

Sidewalk assessment is performed in sequence with sidewalk trip hazard removal. This program enables immediate and progressive identification and mitigation of sidewalk risk throughout Sidewalk Maintenance Zone 4

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The fee for sidewalk assessment services is included in the sidewalk repair cost on a location-by-location basis as provided in the CJPIA Master Services Agreement. The cost of repairs that require patching or complete removal and replacement will require additional services and quoted separately upon request.

PRICE SUMMARY BY STREET

		LOCATION			RECOMMENDED REPAIR				LINEAL FT	LOC FT	LOC UNITS	SAW CUT LOC UNIT PRICING			
No.	Zone	Street Name	Segment From	Segment To	Patch Fill	Replace	Tree	Saw Cut	Lineal Feet	LOCATIONS	LOCATION UNITS	Small Above 3/4"	Med 1/2" - 1"	Large Above 1"	Total Cost
1	Carp24	Arbol Verde Street	Carpinteria	Calle Pacific	1	16	21	167	558	181	181	$ 837.00	$ 3,596.00	$ 11,808.00	$ 16,241.00
2	Carp24	Ballard Avenue	Via Real	Pandanus	1	1	3	30	175	42	42	$ -	$ 1,240.00	$ 2,706.00	$ 3,946.00
3	Carp24	Birch Street	Poplar	Ballard	1	2	-	45	399	90	90	$ -	$ 1,364.00	$ 8,364.00	$ 9,728.00
4	Carp24	Byrnes Lane	Cameo	to End	-	1	2	6	19	6	6	$ 31.00	$ 62.00	$ 492.00	$ 585.00
5	Carp24	Calle Dia	Calle Pacific	to End	-	2	4	20	84	21	21	$ 62.00	$ 744.00	$ 861.00	$ 1,667.00
6	Carp24	Calle Pacific	Calle Dia	to End	1	3	-	61	206	67	67	$ 434.00	$ 1,426.00	$ 3,690.00	$ 5,550.00
7	Carp24	Calle Rey Mar	Arbol Verde	to End	-	4	4	18	53	20	20	$ 62.00	$ 310.00	$ 1,599.00	$ 1,971.00
8	Carp24	Cameo Road	Casitas Pass	La Brea	-	3	5	27	58	23	23	$ 93.00	$ 496.00	$ 1,476.00	$ 2,065.00
9	Carp24	Cameo Road	Casitas Pass	La Brea	-	1	-	3	10	3	3	$ -	$ 62.00	$ 246.00	$ 308.00
10	Carp24	Canalino Drive	Calle Dia	Arbol Verde	-	2	4	11	45	14	14	$ 31.00	$ 248.00	$ 738.00	$ 1,017.00
11	Carp24	Carpinteria Avenue	Casitas Pass	Rincon	1	-	2	71	289	83	83	$ 372.00	$ 1,798.00	$ 5,166.00	$ 7,336.00
12	Carp24	Casitas Pass Road	Carpinteria	Ogan	3	-	1	18	70	21	21	$ 62.00	$ 744.00	$ 861.00	$ 1,667.00
13	Carp24	Casitas Pass Road	Carpinteria	Ogan	1	2	3	13	38	13	13	$ -	$ 372.00	$ 861.00	$ 1,233.00
14	Carp24	Cindy Lane	End	to End	-	1	-	39	298	66	66	$ 124.00	$ 1,922.00	$ 3,813.00	$ 5,859.00
15	Carp24	Fiesta Drive	Arbol Verde	Calle Ocho	-	-	-	19	73	22	22	$ 62.00	$ 496.00	$ 1,476.00	$ 2,034.00
16	Carp24	Hickory Street	Poplar	Birch	1	-	-	25	309	66	66	$ 31.00	$ 744.00	$ 6,519.00	$ 7,294.00
17	Carp24	Jacaranda Way	Palmetto	Pandanus	-	1	1	36	219	54	54	$ 217.00	$ 744.00	$ 4,305.00	$ 5,266.00
18	Carp24	La Brea Lane	End	to End	-	-	1	1	20	8	8	$ -	$ 310.00	$ 369.00	$ 679.00
19	Carp24	La Pala Lane	Cameo	to End	-	-	2	3	9	3	3	$ -	$ 124.00	$ 123.00	$ 247.00
20	Carp24	Mark Avenue	Camino Via Real	to End	1	4	-	39	222	57	57	$ 310.00	$ 1,736.00	$ 2,337.00	$ 4,383.00
21	Carp24	Palmetto Way	Via Real	to End	-	2	1	17	98	22	22	$ 93.00	$ 558.00	$ 1,230.00	$ 1,881.00
22	Carp24	Pandanus Street	Ballard	to End	-	2	-	20	157	38	38	$ 124.00	$ 1,240.00	$ 1,722.00	$ 3,086.00
23	Carp24	Poplar Street	Birch	to End	1	1	1	12	71	18	18	$ 124.00	$ 310.00	$ 1,107.00	$ 1,541.00
24	Carp24	Rose Lane	Mark	to End	-	-	-	2	6	2	2	$ 31.00	$ 62.00	$ -	$ 93.00
25	Carp24	Rose Lane	Mark	to End	-	1	-	2	10	3	2	$ 31.00	$ 62.00	$ -	$ 93.00
26	Carp24	Via Real	Carpinteria Creek	Rincon	5	1	3	69	489	111	111	$ 806.00	$ 3,100.00	$ 4,059.00	$ 7,965.00
		Totals			19	52	58	775	3,960	1,053	1053	$ 3,937.00	$ 23,870.00	$ 65,928.00	$ 93,735.00

ESTIMATED SAVINGS

We remove trip hazards at a fraction of the cost of replacement and with far superior results compared to grinding and asphalt patching.

Removal and replacement at a minimum cost of $12.00 Per Sq. Ft. will be significantly more expensive, time consuming, and unnecessary. Precision Concrete Cutting will save you substantial cost by removing hazards at an average cost of $ 3.89 Per Sq. Ft.

Not only will we extend the useful life of your sidewalks for many years, we will do so quickly, with little disruption of foot traffic, and in full compliance with ADA and OSHA requirements.

OPTIONAL PRICE PROPOSAL

An alternative to a single-phase approach to remove all 775 sidewalk trip hazards, is to break the hazards into categories based on the severity and risk of the hazard.

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Trip hazards can be removed in 2 phases or more starting with the most severe locations.

We divide the trip hazards into the following 3 classes by the size of the vertical face exposed.

Hazard Classes

Less Severe	Above ¼" high to 3/4" High
Severe	3/4" high to 1"
Most Severe (large)	Above 1" high to 2"

We recommend the repair of trip hazards by precision saw cutting for all hazards 3/4" to 2" high to save cost and extend the useful life of the existing sidewalk.

Larger trips (above 2") are best resolved by demolition and replacement of the entire panel.

Please find our alternative proposal to remove **411** Severe and Most Severe sidewalk trip hazards in the first phase below:

OPTIONAL PRICE SUMMARY BY STREET SEGMENT – SEVERE & MOST SEVERE

		LOCATION			RECOMMENDED REPAIR				LINEAL FT		LOC UNITS	SAW CUT LOC UNIT PRICING			
No.	Zone	Street Name	Segment From	Segment To	Patch Fill	Replace	Trip	Saw Cut	Lineal Feet	Total SQ FT	LOCATIONS (LOC)	Small Above 1/4"	Med 1/2" - 1"	Large Above 1"	Total Cost
1	CarpZ4	Arbol Verde Street	Carpinteria	Calle Pacific	1	16	21	110	558	2,864	93	$ 93.00	$ 1,922.00	$ 7,257.00	$ 9,272.00
2	CarpZ4	Ballard Avenue	Via Real	Pandanus	3	1	3	14	175	672	17	$ -	$ 248.00	$ 1,476.00	$ 1,724.00
3	CarpZ4	Birch Street	Poplar	Ballard	1	2	-	16	399	674	25	$ -	$ 372.00	$ 2,337.00	$ 2,709.00
4	CarpZ4	Byrnes Lane	Cameo	to End		1	2	4	19	275	4	$ -	$ -	$ 492.00	$ 492.00
5	CarpZ4	Calle Dia	Calle Pacific	to End	-	2	4	14	64	389	14	$ -	$ 434.00	$ 861.00	$ 1,295.00
6	CarpZ4	Calle Pacific	Calle Dia	to End	1	3	-	30	206	911	34	$ -	$ 620.00	$ 2,952.00	$ 3,572.00
7	CarpZ4	Calle Rey Mar	Arbol Verde	to End		4	4	16	53	544	18	$ 31.00	$ 248.00	$ 1,599.00	$ 1,878.00
8	CarpZ4	Cameo Road	Casitas Pass	La Brea	-	3	5	15	58	356	12	$ -	$ 186.00	$ 1,107.00	$ 1,293.00
9	CarpZ4	Cameo Road	Casitas Pass	La Brea		1		2	10	75	2	$ -	$ -	$ 246.00	$ 246.00
10	CarpZ4	Canalino Drive	Calle Dia	Arbol Verde	-	2	4	9	45	196	11	$ -	$ 186.00	$ 738.00	$ 924.00
11	CarpZ4	Carpinteria Avenue	Casitas Pass	Rincon	1	-	2	38	289	1,155	46	$ -	$ 682.00	$ 4,305.00	$ 4,987.00
12	CarpZ4	Casitas Pass Road	Carpinteria	Ogan	3	-	1	11	70	436	11	$ 62.00	$ 124.00	$ 861.00	$ 1,047.00
13	CarpZ4	Casitas Pass Road	Carpinteria	Ogan	1	2	3	11	38	478	11	$ -	$ 248.00	$ 861.00	$ 1,109.00
14	CarpZ4	Cindy Lane	End	to End	-	1	-	15	298	518	38	$ -	$ 434.00	$ 3,813.00	$ 4,247.00
15	CarpZ4	Fiesta Drive	Arbol Verde	Calle Ocho	-	-	-	9	73	216	10	$ -	$ 124.00	$ 984.00	$ 1,108.00
16	CarpZ4	Hickory Street	Poplar	Birch	1	-	-	8	309	203	8	$ 31.00	$ 124.00	$ 615.00	$ 770.00
17	CarpZ4	Jacaranda Way	Palmetto	Pandanus	-	1	1	15	219	516	16	$ 31.00	$ 248.00	$ 1,353.00	$ 1,632.00
18	CarpZ4	La Brea Lane	End	to End	-	-	1	2	20	45	2	$ -	$ -	$ 246.00	$ 246.00
19	CarpZ4	La Pala Lane	Cameo	to End		-	2	3	9	80	3	$ -	$ 124.00	$ 123.00	$ 247.00
20	CarpZ4	Mark Avenue	Camino Via Real	to End	1	4	-	24	222	1,045	43	$ -	$ 1,426.00	$ 2,337.00	$ 3,763.00
21	CarpZ4	Palmetto Way	Via Real	to End		2	1	8	98	710	13	$ -	$ 186.00	$ 1,230.00	$ 1,416.00
22	CarpZ4	Pandanus Street	Ballard	to End	-	2	-	8	157	508	15	$ -	$ 744.00	$ 369.00	$ 1,113.00
23	CarpZ4	Poplar Street	Birch	to End	1	1	1	7	71	271	12	$ -	$ 186.00	$ 1,107.00	$ 1,293.00
24	CarpZ4	Rose Lane	Mark	to End	-	-	-	-	6	-	0	$ -	$ -	$ -	$ -
25	CarpZ4	Rose Lane	Mark	to End		1	-	-	10	75	0	$ -	$ -	$ -	$ -
26	CarpZ4	Via Real	Carpinteria Creek	Rincon	5	3	3	22	489	924	29	$ 31.00	$ 1,054.00	$ 1,353.00	$ 2,438.00
		Totals			19	52	58	411	3,960	14,131	487	$ 279.00	$ 9,920.00	$ 38,622.00	$ 48,821.00

PRECISION CONCRETE CUTTING
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REPAIR SPECIFICATIONS:

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

Warranty on Service: We take care to do quality work and guarantee to remove all hazards completely as proposed.

Invoicing & Payment Terms: A complete, itemized summary of trip hazard sizes and cost to remove will be provided to the customer with each invoice. Invoices will be issued at the end of the job or end of each 2-week period if the project requires multiple weeks for completion. Invoices are due upon receipt.

Please give our proposal your every consideration. If you have any questions, please call me at the numbers listed below or by email at garyb@safesidewalks.com.

Sincerely;

Gary Beneduci
Precision Concrete Cutting, LA/Central California
5737 Kanan Road, #718
Agoura Hills, CA 91301
Phone: 888-881-9816
Mobile: 858 699 1089

EXHIBIT B

PAYMENT RATES AND SCHEDULE

CARPINTERIA - ZONE 4 - PRICING SHEET - 3/4" HIGH AND ABOVE

DEFAULT SQ FOOT	RATE	RATE	RATE
0	$ 31.00	$ 62.00	$ 123.00

		LOCATION			RECOMMENDED REPAIR				LINEAL FT		LOC UNITS	SAW CUT LOC UNIT PRICING			
No.	Zone	Street Name	Segment From	Segment To	Patch Fill	Replace	Tree	Saw Cut	Lineal Feet	Total SQ FT	LOCATIONS (LOC)	Small Above 1/4"	Med 1/2" - 1"	Large Above 1"	Total Cost
1	CarpZ4	Arbol Verde Street	Carpinteria	Calle Pacific	1	16	21	110	558	2,864	93	$ 93.00	$ 1,922.00	$ 7,257.00	**$ 9,272.00**
2	CarpZ4	Bailard Avenue	Via Real	Pandanus	3	1	3	14	175	672	17	$ -	$ 248.00	$ 1,476.00	**$ 1,724.00**
3	CarpZ4	Birch Street	Poplar	Baillard	1	2	-	16	399	674	25	$ -	$ 372.00	$ 2,337.00	**$ 2,709.00**
4	CarpZ4	Byrnes Lane	Cameo	to End	-	1	2	4	19	275	4	$ -	$ -	$ 492.00	**$ 492.00**
5	CarpZ4	Calle Dia	Calle Pacific	to End	-	2	4	14	64	389	14	$ -	$ 434.00	$ 861.00	**$ 1,295.00**
6	CarpZ4	Calle Pacific	Calle Dia	to End	1	3	-	30	206	911	34	$ -	$ 620.00	$ 2,952.00	**$ 3,572.00**
7	CarpZ4	Calle Rey Mar	Arbol Verde	to End	-	4	4	16	53	544	18	$ 31.00	$ 248.00	$ 1,599.00	**$ 1,878.00**
8	CarpZ4	Cameo Road	Casitas Pass	La Brea	-	3	5	15	58	356	12	$ -	$ 186.00	$ 1,107.00	**$ 1,293.00**
9	CarpZ4	Cameo Road	Casitas Pass	La Brea	-	1	-	2	10	75	2	$ -	$ -	$ 246.00	**$ 246.00**
10	CarpZ4	Canalino Drive	Calle Dia	Arbol Verde	-	2	4	9	45	196	11	$ -	$ 186.00	$ 738.00	**$ 924.00**
11	CarpZ4	Carpinteria Avenue	Casitas Pass	Rincon	1	-	2	38	289	1,155	46	$ -	$ 682.00	$ 4,305.00	**$ 4,987.00**
12	CarpZ4	Casitas Pass Road	Carpinteria	Ogan	3	-	1	11	70	436	11	$ 62.00	$ 124.00	$ 861.00	**$ 1,047.00**
13	CarpZ4	Casitas Pass Road	Carpinteria	Ogan	1	2	3	11	38	478	11	$ -	$ 248.00	$ 861.00	**$ 1,109.00**
14	CarpZ4	Cindy Lane	End	to End	-	1	-	15	298	518	38	$ -	$ 434.00	$ 3,813.00	**$ 4,247.00**
15	CarpZ4	Fiesta Drive	Arbol Verde	Calle Ocho	-	-	-	9	73	216	10	$ -	$ 124.00	$ 984.00	**$ 1,108.00**
16	CarpZ4	Hickory Street	Poplar	Birch	1	-	-	8	309	203	8	$ 31.00	$ 124.00	$ 615.00	**$ 770.00**
17	CarpZ4	Jacaranda Way	Palmetto	Pandanus	-	1	1	15	219	516	16	$ 31.00	$ 248.00	$ 1,353.00	**$ 1,632.00**
18	CarpZ4	La Brea Lane	End	to End	-	-	1	2	20	45	2	$ -	$ -	$ 246.00	**$ 246.00**
19	CarpZ4	La Pala Lane	Cameo	to End	-	-	2	3	9	80	3	$ -	$ 124.00	$ 123.00	**$ 247.00**
20	CarpZ4	Mark Avenue	Camino Via Real	to End	1	4	-	24	222	1,045	43	$ -	$ 1,426.00	$ 2,337.00	**$ 3,763.00**
21	CarpZ4	Palmetto Way	Via Real	to End	-	2	1	8	98	710	13	$ -	$ 186.00	$ 1,230.00	**$ 1,416.00**
22	CarpZ4	Pandanus Street	Baillard	to End	-	2	-	8	157	508	15	$ -	$ 744.00	$ 369.00	**$ 1,113.00**
23	CarpZ4	Poplar Street	Birch	to End	1	1	1	7	71	271	12	$ -	$ 186.00	$ 1,107.00	**$ 1,293.00**
24	CarpZ4	Rose Lane	Mark	to End	-	-	-	-	6	-	0	$ -	$ -	$ -	**$ -**
25	CarpZ4	Rose Lane	Mark	to End	-	1	-	-	10	75	0	$ -	$ -	$ -	**$ -**
26	CarpZ4	Via Real	Carpinteria Creek	Rincon	5	3	3	22	489	924	29	$ 31.00	$ 1,054.00	$ 1,353.00	**$ 2,438.00**
		Totals			19	52	58	411	**3,960**	14,131	487	$ 279.00	$ 9,920.00	$ 38,622.00	**$ 48,821.00**

EXHIBIT C
INSURANCE REQUIREMENTS

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

Contractor shall provide the following types and amounts of insurance:

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

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

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

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

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

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

1. Contractor agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees, volunteers and agents, using standard ISO endorsement No. CG 2010-0413. Contractor also agrees to require all contractors and subcontractors to do likewise.

2. No liability insurance coverage provided to comply with this Agreement shall prohibit Contractor, or Contractor's employees or agents, from waiving the right of subrogation prior to a loss. Contractor agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.

3. All insurance coverage and limits provided by Contractor and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.

4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.

6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Contractor shall not make any reductions in scope of coverage (e.g., elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.

7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Contractor's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Contractor or deducted from sums due Contractor, at City option.

8. Certificate(s) are to reflect that the insurer will provide 30 (thirty) days notice to City of any cancellation of coverage. Contractor agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.

9. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Contractor or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self-insurance available to City.

10. Contractor agrees to ensure that subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Section. Contractor agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.

11. Contractor agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. If Contractor's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Contractor, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.

12. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City will negotiate additional compensation proportional to the increased benefit to City.

13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

14. Contractor acknowledges and agrees that any actual or alleged failure on the part of City to inform Contractor of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.

15. Contractor will renew the required coverage annually as long as City or its employees or agents face an exposure from operations of any type pursuant to this Agreement. This obligation applies whether or not the Agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.

16. Contractor shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Contractor's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.

17. The provisions of any workers' compensation or similar act will not limit the obligations of Contractor under this Agreement. Contractor expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.

18. Requirements of specific coverage features or limits contained in this Section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be limiting or all-inclusive.

19. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.

20. The requirements in this Section supersede all other Sections and provisions of this Agreement to the extent that any other Section or provision conflicts with or impairs the provisions of this Section.

21. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

22. The City's failure to comply with reporting requirements should not affect coverage required under the Agreement.

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/15/21

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	CONTACT NAME:		
Progressive Tower Insurance Service 7334 Topanga Cyn Blvd., Suite #108 Canoga Park, Ca , CA 91303 Phone (818)704-1068 Fax (818)812-7854	PHONE (A/C, No, Ext): (818)704-1068	FAX (A/C, No): (818)812-7854	
	E-MAIL ADDRESS: jason@progressiveins.net		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : EVANSTON INSURANCE COMPANY		
INSURED Safe Sidewalks Incorporated DBA Precision Concrete Cutting 5737 Kanan Road, #718 Agoura Hills, CA 91301-	INSURER B :		
	INSURER C : EVANSTON INSURANCE COMPANY		
	INSURER D : SIRIUS AMERICA INSURANCE COMPANY		
	INSURER E :		
	INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** ☑ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☑ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☑ POLICY ☐ PRO-JECT ☐ LOC	Y	Y	3AA434092	10/28/2020	10/28/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000.00 $ 100,000.00 $ 5,000.00 $ 1,000,000.00 $ 2,000,000.00 $ 2,000,000.00
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
C	☐ **UMBRELLA LIAB** ☐ OCCUR ☑ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			EZXS3036927	10/28/2020	10/28/2021	EACH OCCURRENCE AGGREGATE	$ 2,000,000.00 $ 2,000,000.00
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC44085	06/11/2020	06/11/2021	☑ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYE E.L. DISEASE - POLICY LIMIT	$ 1,000,000.00 $ 1,000,000.00 $ 1,000,000.00

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

CERTIFICATE HOLDER IS LISTED AS ADDIONAL INSURED.

30 DAY CANCELLATION NOTICE WILL BE PROVIDED TO THE CERTIFICATE HOLDER.

CERTIFICATE HOLDER

CITY OF CARPENTERIA
DEPARTMENT OF PUBLIC WORKS
5775 CARPENTERIA AVE.
CARPENTERIA, CA 93013

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

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.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

PERSON OR ORGANIZATION	JOB DESCRIPTION
ALL CONTRACTED WORK COMPLETED IN THE STATE OF CALIFORNIA	

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 06-18-20 Policy No. WC44085 Endorsement No. 001

Insured Safe Sidewalks Inc Premium $ Incl.

Insurance Company Sirius America Ins Co

Countersigned By _____

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From the WCIRB's California Workers' Compensation Insurance Forms Manual © 1999.

Progressive
P.O. Box 94739
Cleveland, OH 44101

1-800-895-2886

PROGRESSIVE COMMERCIAL

Policy number: 04510011-7
Underwritten by:
Progressive Express Ins
January 15, 2021

Certificate of Insurance

Certificate Holder

Additional Insured
THE CITY OF CARPINTERIA
5775 CARPINTERIA AVE
CARPINTERIA, CA 93013

Insured

SAFE SIDEWALKS INC
PRECISION CONCRETE CUTTIN
5737 KANAN 718
AGOURA HILLS, CA 91301

Agent/Surplus Lines Broker

PROG COMMERCIAL
PO BOX 94739
CLEVELAND, OH 44101

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies.

Policy Effective Date: Jan 8, 2021	Policy Expiration Date: Jan 8, 2022
Insurance coverage(s)	**Limits**
Bodily Injury/Property Damage	$2,000,000 Combined Single Limit
Uninsured/Underinsured Motorist	$2,000,000 Combined Single Limit
Employer's Non-Owned Auto BIPD	$2,000,000 Combined Single Limit
Hired Auto Bodily Injury/Property Damage	$2,000,000 Combined Single Limit

Description of Location/Vehicles/Special Items

Scheduled autos only

2009 FORD F150 1FTPW12V29FA90760	
Medical Payments	$5,000
Comprehensive	$500 Ded
Collision	$1,000 Ded w/Waiver
Roadside Assistance	Selected
2009 DODGE RAM 1500 1D3HB18T39S765939	
Medical Payments	$5,000
Comprehensive	$500 Ded
Collision	$1,000 Ded w/Waiver
Roadside Assistance	Selected
2008 DODGE RAM 1500 1D7HA18218J239533	
Medical Payments	$5,000

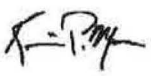
Continued

Comprehensive	$500 Ded
Collision	$1,000 Ded w/Waiver
Roadside Assistance	Selected
2018 FORD F150 1FTEW1EG4JKC26242	
Medical Payments	$5,000
Comprehensive	$500 Ded
Collision	$1,000 Ded w/Waiver
Roadside Assistance	Selected

Certificate number

01521A14011

Please be advised that additional insureds and loss payees will be notified in the event of a mid-term cancellation.



PROGRESSIVE COMMERCIAL

Policy number: 045100117
Underwritten by:
United Financial Casualty Co.
Insured:
SAFE SIDEWALKS INC PRECISION CONCRETE C
January 15, 2021
Policy Period: 01/08/2021 - 01/08/2022

Mailing Address
United Financial Casualty Co.
PO Box 94739
Cleveland, OH 44101

1-800-444-4487
For customer service, 24 hours a day, 7 days a week

Additional insured endorsement

Name of Person or Organization

THE CITY OF CARPINTERIA
5775 CARPINTERIA AVE
CARPINTERIA, CA 93013

The person or organization named above is an **insured** with respect to such liability coverage as is afforded by the policy, but this insurance applies to said **insured** only as a person liable for the conduct of another **insured** and then only to the extent of that liability. **We** also agree with you that insurance provided by this endorsement will be primary for any power unit specifically described on the **Declarations Page**.

Limit of Liability

Bodily Injury	each **person**/	each **accident**
Property Damage		each **accident**
Combined Liability	$2,000,000	each **accident**

All other terms, limits and provisions of this policy remain unchanged.

This endorsement applies to Policy Number: 045100117

Issued to (Name of Insured): SAFE SIDEWALKS INC PRECISION CONCRETE C

Effective date of endorsement: 01/15/2021 Policy expiration date: 01/08/2022

Form 1198 (01/04)
M_CL

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **Section II – Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured 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.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
   a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
   b. Supervisory, inspection, architectural or engineering activities.

   This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

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2. "Bodily injury" or "property damage" occurring after:

   a. 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

   b. 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.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

   The most we will pay on behalf of the additional insured is the amount of insurance:

   1. Required by the contract or agreement you have entered into with the additional insured; or

   2. Available under the applicable limits of insurance;

   whichever is less.

   This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN WRITTEN CONSTRUCTION AGREEMENT WITH YOU (COMPLETED OPERATIONS)

This endorsement modifies insurance provided under the following:

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

A. Section **II** – Who Is An Insured is amended to include as an additional insured any person or organization for whom you have performed operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for that additional insured and included in the "products-completed operations hazard".

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) – AUTOMATIC

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

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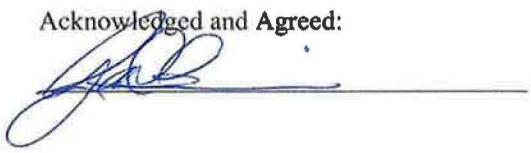
EXHIBIT D

WORKERS' COMPENSATION STATEMENT

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

Acknowledged and Agreed:



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ATTACHMENT B

Master Services Agreement between
Precision Concrete Cutting and
the California Joint Powers Insurance Authority

MASTER SERVICES AGREEMENT

This Master Services Agreement ("AGREEMENT") made as of this date, 1/1/2019, by and between Precision Concrete Cutting ("CONTRACTOR") and The California Joint Powers Insurance Authority ("AUTHORITY").

This AGREEMENT is created for the sole purpose of establishing an agreed-upon set of services and related costs in order to allow California JPIA members ("MEMBER") access to professional sidewalk inspection and maintenance services.

Further, this AGREEMENT creates no obligation or expectation that any work will result from this agreement. The CONTRACTOR's specific services are defined below, and are available to MEMBER on an as-needed basis. The exact terms and conditions of such services are to be arranged between CONTRACTOR and MEMBER. MEMBER is responsible for initiating and requesting any work of CONTRACTOR.

Service Option 1
SIDEWALK ASSESSMENT SERVICES

CONTRACTOR will inspect sidewalks and provide a written inspection report in the format approved by the MEMBER (optional curbs and gutters can be included in the scope of work). The inspection reports shall include the identification, location, and description of each problem and recommended action to be taken. The format and information required may be changed at the request of MEMBER with the agreement of both parties.

Sidewalk Assessment Fee Schedule

Cost Per Sidewalk Mile	Total Sidewalk Miles	Estimated Cost per Day	Estimated Man Days	Total Estimated Assessment Cost
$386.00	TBD	$1,000	TBD	$ TBD

Sample Services and Responsibilities

1. MEMBER shall provide maps of specified areas to CONTRACTOR.
2. CONTRACTOR shall inspect public rights-of-way designated on the maps.
3. CONTRACTOR shall use current ADA and California Building Code standards, as applicable, in determining trip hazards. These hazards shall include, but not be limited to:
   a) Differential displacement between sidewalk sections 3/8" or greater
   b) Spall surfaces, holes in surfaces, and cracks above 1" wide or greater
   c) Deteriorated joints that have an eroded condition and are 1/2" wide or greater
4. CONTRACTOR shall record location of damaged sections in a GPS device.
5. Data entered into the GPS device shall be provided in writing to the MEMBER.
6. CONTRACTOR shall provide written inspection report that shall include, but not be limited to:
   a) Identification and description of each problem condition
   b) Physical address and location, including GPS location data
   c) Size of the hazards in height, length, and square foot

d) Probable cause of the hazard, if evident
e) Pictures of damaged areas
f) Priority for repair – high, medium, or low
g) Recommended action to be taken

7. CONTRACTOR shall report to the MEMBER the results of the inspection upon completion.

Service Option 2
SIDEWALK TRIP HAZARD REMOVAL

Hazard Class	Small (3/8" to 1/2")	Medium (>1/2" to 1")	Large (>1")	Lineal Foot per Location	Square Foot per Location
Price per Hazard	$25.75	$51.75	$104.25	5 lin. feet	25 sq. ft.
Price per Sq. Ft.	$1.03	$2.07	$4.17	$5.00	N/A

CONTRACTOR shall be paid a fee for trip hazard repair service on lifted sidewalk with a difference in vertical elevation 3/8" and above to 2 1/2".

The fee paid to CONTRACTOR for trip hazard removal shall be charged on a per hazard class per 5 lineal feet. Removal of a trip hazard greater than 5 lineal feet shall be charged in 5 linear foot increments:

Example: A small hazard (3/8" to 1/2" high) that is 7 lineal feet shall be charged for 10 linear feet = $26.50 x 2 locations = $53.00.

Sample Services and Responsibilities

1. CONTRACTOR shall repair sidewalk trip hazards from 3/8" and up to 2 1/2" in designated work areas as determined by the MEMBER.
2. CONTRACTOR shall remove hazards completely, from one end of the raised sidewalk joint to the other, if applicable, leaving a zero point of differential between slabs.
3. CONTRACTOR shall not cause any damage to landscaping, trees, retaining walls, curbs, sprinkler heads, utility covers or other objects adjacent to sidewalks. If CONTRACTOR and/or CONTRACTOR's equipment does cause damage to above, the MEMBER must be notified immediately and damages must be repaired at the CONTRACTOR's expense within 24 hours of the time the damage occurred.
4. CONTRACTOR shall completely and immediately clean up all debris after each hazard is repaired. All costs incurred for disposal of waste material shall be included in unit cost and not paid for separately.
5. CONTRACTOR shall repair each sidewalk trip hazard without damage to adjacent slab(s) or curb(s).
6. CONTRACTOR shall cut dry with dust abatement mechanism. No water-cooling is allowed, which creates slurry and contaminates storm drains or causes excessive environmental impact.
7. CONTRACTOR shall submit an itemized summary of all repaired hazards which includes:
   a) The specific hazard height – both high side and low side measurement – in 1/8ths of an inch
   b) The actual length of the repair to the nearest 1/2 foot
   c) The total width of actual repair to the nearest 1/2 foot
   d) The square feet of the effective panel from joint to nearest joint or score line
   e) The calculated unit for measurement shall be the square foot of the affected panel

f) The physical location (address) of each repair
g) Pictures of each repair, as requested
h) Itemized cost of each repaired trip hazard

8. CONTRACTOR shall submit a detailed invoice setting forth the services performed, in accordance with the formula for saw-cutting calculations. All invoices must show the cut depth, size, length, width, square feet, address, the number of locations, and the date repaired for each hazard removal. The billing unit for invoice calculation shall be the number of locations where one (1) location is up to 5 lineal feet.
9. CONTRACTOR shall guarantee specified repair slope (1:12, or based upon the Americans with Disabilities Act and California Building Code) is achieved. If defined slope is not achieved, CONTRACTOR must repair to specification at no additional charge within 24 hours of discovery.
10. CONTRACTOR shall guarantee that the removed trip hazard will have a uniform appearance and texture. The finished surface shall have a co-efficient of friction of at least 0.6.
11. Method of trip hazard removal shall entail precise saw-cutting performed with hand-held, electric-powered equipment, using a machined hub and flush-mounted, diamond-tipped blades. Must be capable of cutting at any angle and perform trip hazard removal in hard-to-reach areas, around obstacles, on narrow walkways, and next to fences and retaining walls or buildings.
12. CONTRACTOR shall make its best effort to notify residents 3 days in advance of any work and schedule the operations so as to cause a minimum of interruption, interference or disturbance to the operation of stores, businesses, office buildings, hotels, churches, etc., and allow access by pedestrians and emergency, delivery and service vehicles at all times. Sidewalk repair equipment and all other items incidental to the work shall not be left or stored on the sidewalk or on private property while not in use.
13. CONTRACTOR shall take precautions during saw-cutting operations not to disfigure, scar, or impair the health of any tree on public or private property.

Service Option 3
SIDEWALK ASSESSMENT AND TRIP HAZARD REMOVAL

Hazard Class	Small (3/8" to 1/2")	Medium (>1/2" to 1")	Large (>1")	Lineal Foot per Location	Square Foot per Location
Price per Hazard	$31.00	$62.00	$123.00	5 lin. feet	25 sq. ft.
Price per Sq. Ft.	$1.24	$2.48	$4.92	N/A	N/A

See sample services and responsibilities under respective sections in Service Option 1 and Service Option 2.

Service Option 4
FIVE-YEAR MAINTENANCE PROGRAM

Hazard Class	Small (3/8" to 1/2")	Medium (>1/2" to 1")	Large (>1")	Lineal Foot per Location	Square Foot per Location
Price per Hazard	$31.00	$62.00	$123.00	5 lin. feet	25 sq. ft.
Price per Sq. Ft.	$1.24	$2.48	$4.92	N/A	N/A

Sample Sidewalk Survey Services and Responsibilities

1. CONTRACTOR shall perform annual, semi-annual, or quarterly sidewalk inspection as determined by the scope of services to be defined by terms mutually set between the MEMBER and CONTRACTOR.
2. CONTRACTOR shall specify problems and recommend action to be taken.
3. CONTRACTOR shall prioritize the areas and problems to be resolved.
4. CONTRACTOR shall identify repairs to be accomplished by saw cutting.
5. CONTRACTOR shall identify spall surfaces, holes in surfaces, and cracks above 1" wide or greater.
6. CONTRACTOR shall recommend areas to be demolished and replaced.
7. CONTRACTOR shall provide written inspection report that shall include, but not be limited to:
   a) Identification and description of each problem condition
   b) Physical address and location, including GPS location data
   c) Size of the hazards in height, length, and square foot
   d) Probable cause of the hazard, if evident
   e) Pictures of damaged areas
   f) Priority for repair – high, medium, low
   g) Recommended action to be taken
   h) CONTRACTOR shall report to the MEMBER the results of the inspection upon completion

Sample Sidewalk Trip Hazard Removal Services and Responsibilities

1. CONTRACTOR shall make repairs and recommendations to achieve the lowest overall cost to the MEMBER.
2. CONTRACTOR shall remove the existing trip hazards by saw cutting changes in elevation between adjacent panels from 3/8" up to 2 1/2" in height as specified in the scope of work defined by mutually set terms between the MEMBER and CONTRACTOR.
3. The MEMBER shall set a fixed budget "not to exceed" per month, per quarter, or per year.
4. CONTRACTOR shall provide in-depth report, audit-able for maintenance and risk management.

Sample Remove/Replacement Survey Reporting Services and Responsibilities

1. CONTRACTOR shall survey and report all areas not recommended for saw cutting.
2. CONTRACTOR shall identify "remove and replacement" locations to maximize the repair of locations that truly need to be replaced.
3. CONTRACTOR shall provide a written report that identifies the location, length, width, and square foot measurement of the affected panels to be replaced.
4. CONTRACTOR shall provide GPS locations, maps and photographs of areas recommended for removal and replacement.
5. CONTRACTOR shall provide an in-depth report on a monthly basis, audit-able for maintenance and risk management.

FOR AUTHORITY:

Norman Lefmann
NAME

Assistant Executive Officer
TITLE

SIGNATURE

12/5/18
DATE

FOR CONTRACTOR:

Gary Beneduci
NAME

General Manager
TITLE

SIGNATURE

11/26/2018
DATE

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
February 8, 2021

ITEM FOR COUNCIL CONSIDERATION

Authorization for the City Manager to sign and submit a notice of dispute ("Notice of Dispute") to the County Sheriff disputing the County of Santa Barbara's ("County") fiscal year ("FY") 2020-2021 True-Up Costs and FY 2021-2022 Recomputated Services under the Agreement to Provide Law Enforcement Services between the City of Carpinteria and County ("Agreement").

STAFF RECOMMENDATION

Action Item _X_; Non-Action Item ___

Authorize the City Manager to sign and submit a Notice of Dispute to the County Sheriff's Office.

Sample Motion: I move to authorize the City Manager to sign the Notice of Dispute, included as **Attachment A** to the staff report of February 8, 2021, and direct staff to submit the Notice of Dispute to the County Sheriff's Office pursuant the terms of the Agreement.

BACKGROUND

The City contracts with the County for Law Enforcement Services pursuant to the terms of the Agreement **(Attachment B).** In addition to the City of Carpinteria, Buellton, Solvang and Goleta also contract with the County for law enforcement services. Law enforcement costs are the City's largest single expenditure, representing nearly 40% of all discretionary fund expenditures (i.e., General and Measure X Funds).[1] Historically, law enforcement services have helped to maintain a very low crime rate in the City of Carpinteria and the City and Sheriff's Office have enjoyed a successful collaborative and cooperative working relationship since 1991.

[1] In FY 2019-2020 the City paid the County $3,884,808.00 for law enforcement services under the Agreement. Law enforcement services for the current FY 2020-21 are estimated to be $4,090,544.00.

The Sheriff's Office also leases a significant amount of space at Carpinteria City Hall in order to operate the Sheriff's Office South Coast Substation, which provides patrol services to the City as well as to the unincorporated areas of Montecito, Summerland, and the greater Carpinteria Valley.

The term of the current Agreement runs from July 1, 2019 to June 30, 2023. The Agreement includes provisions for making annual adjustment in compensation for the quantity of law enforcement services being purchased. These provisions also specify, based on the annual recomputation, that the County will provide the City an estimated compensation amount on or before November 1st of each year and a final recomputation on or before January 15th of the fiscal year.

On November 10, 2020, the City received correspondence (**Attachment C**) notifying the City of an initial contract cost increase estimate for FY 2020-21 of 5.5%. No back-up information demonstrating the relationship between the cost increase estimate and the annual recomputation was provided with this correspondence. The correspondence also informed the City that a consultant had been hired "to develop improved cost methodology and fiscal reporting to contract cities" and recognized that any changes to the Agreement that it may wish to pursue based on the consultant work would require either an amendment to the current contract or a new, updated contract. To date, the City has not received a request from the County to initiate a process with the City to either amend or replace the existing Agreement.

On January 14, 2021, however, the Sheriff's Office provided contract cities with the annual compensation amount for FY 2021-22. The final annual recomputation (**Attachment D**) is based on a modified compensation methodology that is inconsistent with the provisions of the current Agreement. Based on this methodology, the Sheriff's Office presented the City with a proposed FY 2021-22 compensation amount of $5,620,041.00, which represents a cost increase of nearly 40%.

The City Council Public Safety Committee considered this matter at special meetings on January 22, 2021 and February 4, 2021 and is recommending that the City Council, pursuant to the dispute resolution provisions of the Agreement, submit a Notice of Dispute to the County disputing the County's FY 2020-2021 True-up costs and FY 2021-2022 final recomputation of compensation.

The purpose of this matter is to allow the City Council to consider and authorize sending a Notice of Dispute to the County Sheriff.

DISCUSSION

The City has prepared a Notice of Dispute to the County Sheriff's Office arising from the County's FY 2020-2021 True-up Costs and FY 2021-2022, which was presented to the City on January 14, 2021.

As set forth in more detail in the attached Notice of Dispute, the City disputes the validity of the methodologies employed by the Sheriff's Office to arrive at the

approximately 5.5% and 37% increase in contract costs for law enforcement services for FY 2020-2021 and the annual recomputation for FY 2021-2022, respectively. Specifically, the Notice of Dispute (1) explains that the Sheriff's Office has not provided adequate documentation to substantiate the hours of service that exceeded the originally contracted 17,520 hours, (2) takes the position that any True-up Costs must be assessed pursuant to Exhibit A-1 to the Agreement, which is only triggered when service overages exceed 112% of the contracted hours over a three month period, and (3) alleges that the recomputation for FY 2021-2022 is unsubstantiated and applies an inflation factor and calculation method that is inconsistent with Exhibit C, among other terms, of the Agreement.

Under the terms of the Agreement, the attached Notice of Dispute serves as an official notice of a contract dispute pursuant to Section 26 of the Agreement which, if the City and Sheriff's Office are unable to amicably resolve, will allow the City to initiate dispute resolution procedures to reconcile contract interpretation issues raised therein.

POLICY

Ensuring that contract charges to the City are accurate and consistent with terms of the applicable Agreement is an important part of the City's fiduciary responsibility.

FINANCIAL CONSIDERATIONS

In FY 2019-2020 the City paid the County $3,884,808.00 for law enforcement services under the Agreement. Law enforcement services for the current FY 2020-21 are estimated to be $4,090,544.00.

The final cost recomputation represents an increase of upwards of 40% over current contract law enforcement services costs. Because current charges are also in dispute, staff has calculated a range from $1.529 to $1.735 million, as the estimated annual increase. The City operates on a July 1 to June 30 fiscal years so the proposed amount would become effective July 1, 2021, and require consideration in the preparation of the City's annual budget.

Law enforcement contract service costs represent the City's largest single expenditure in both the General Fund and Measure X Fund. It is expected that service level cuts would be a part of the necessary financial response should a final contract cost amount result that is anywhere close to the amount proposed by the Sheriff's Office.

LEGAL AND RISK MANAGEMENT

The Agreement includes provisions that aim to protect the City from certain liabilities associated with the delivery of law enforcement services, including costs, and provide mutual indemnification for the Parties.

The Agreement also sets forth a dispute resolution process, which requires the County or the City to submit a written notice "stating the basis of the dispute, including the amount disputed, if any" to the other party before commencing any legal proceeding relating to the Agreement, its enforcement, or interpretation. The Agreement requires that this notice be submitted to the other party within thirty (30) days of the event giving rise to the dispute. (Agreement, § 26.)

Submission of a notice of dispute by either party triggers a non-binding mediation process. Pursuant to this process, for the thirty (30) days following receipt of the notice of dispute, the parties are required to engage in good faith efforts to resolve the dispute. If the dispute remains unresolved after this period of time, the dispute will be referred to a neutral mediator who will hear from both parties and issue a written decision. The costs of this process are to be split equally between the parties. (Agreement, § 26.)

OPTIONS

1. Authorize the City Manager to sign the Notice of Dispute and direct it be transmitted to the County Sheriff's Office (staff recommendation)
2. Direct changes to the draft Notice of Dispute.
3. Decline to dispute the annual recomputation.

ATTACHMENTS

A. Draft Notice of Dispute Disputing Annual Recomputation
B. Agreement to Provide Law Enforcement Services
C. Letter of November 10, 2020
D. Final Recomputation

Reviewed by:
City Attorney's Office

for J. Acos
Signature

Staff contact: Dave Durflinger, City Manager
(805 755-4400, daved@ci.carpinteria.ca.us)

Signature

ATTACHMENT A

CITY of CARPINTERIA, CALIFORNIA

February 8, 2021

Sheriff Bill Brown
P.O. Box 6427
Santa Barbara CA 93160

Re: Notice of Contract Dispute Concerning Proposed FY 2020-2021 Compensation and FY 2021-2022 Recomputated Compensation under the Agreement to Provide Law Enforcement Services between the City of Carpinteria and County of Santa Barbara

Dear Sheriff Brown:

On behalf of the City of Carpinteria ("City"), this letter serves as formal notice of a contract dispute pursuant to Section 26 of the terms of the Agreement to Provide Law Enforcement Services between the City and County of Santa Barbara ("Agreement").

On November 10, 2020, the County of Santa Barbara Sheriff's Office ("Sheriff's Office") informed the City that it estimated a 5.5 percent increase in contract costs for law enforcement services for fiscal year ("FY") 2021-2022. As a result, the City was surprised when, on January 14, 2021, the Sheriff's Office provided the final annual recomputation for FY 2021-2022, which reflected a significantly larger increase of approximately 37 percent over prior year contract costs. The City believes that this proposed increase, in part, is the result of law enforcement service costs being calculated inconsistent with the terms of the Agreement. The City also believes that the monthly invoiced amounts being provided to the City for FY 2020-2021 are inconsistent with both the final recomputation provided to the City during its meeting with the Sheriff's Office on February 19, 2020 and the methodology for annual recomputation authorized by the Agreement.

Further, the City asserts that the Sheriff's Office has failed to satisfy its contractual obligation to work transparently and collaboratively with the City in order to avoid unexpected cost increases. This failure, evidenced by the dramatic shift from a 5.5 percent increase to a 37 percent increase over the course of a two month period, frustrates not only the text—but also the spirt and purpose—of the Agreement.[1]

The City requests the Sheriff's Office to confirm receipt of this notice and, consistent with the terms of the Agreement, its prompt attention to the concerns described herein.

Compensation Charges for FY 2020-2021 Improperly Include Charges for Additional DSSU Hours and Increase in Hourly Rate. The City contracts for two regular Deputy Sheriff Service Units ("DSSU"). A DSSU includes 8,760 hours annually, which equates to a total of 17,520 total hours per year. In March 2020, well after the final annual recomputation had been provided by the Sheriff's Office to the City, the Sheriff's Office advised the City that it would be amending True-Up Costs to include patrol time that exceeded the 17,520 contracted amount in the FY 2018-2019. As a threshold concern, the Sheriff's Office has not provided the City with

[1] Depending which version of the City's Annual Cost Computation for FY 2021-2022 is referred to, the increase of prior year charges range from approximately 37 percent to nearly 45 percent.

documentation sufficient to understand how much time was worked, by whom, and for what purpose, for the City to determine whether additional DSSU time has been correctly allocated to the City. Second, and more importantly, the Agreement does not allow for the Sheriff's Office to assess overages on an ongoing basis in this manner.

Pursuant to Exhibit A-1 to the Agreement, the City is not required to pay for DSSU overages until services exceed 112 percent for three (3) consecutive months (and only after a mandatory meet and confer between the City and the Sherriff's Office). Only after these two events would the City be obligated to "pay the percentage above 112% at the [DSSU] rate for those consecutive months." Further, when the City "compliance rate falls below 112% for a calendar month, [the City] will no longer pay the percentage above 112% at the [DSSU] rate unless and until the compliance rate" again exceeds 112 percent for three months. The Agreement's "true-up" cost model, set forth in Exhibit C to the Agreement, does not authorize the Sheriff's Office to charge for hours that exceed 100 percent compliance with the City's contracted DSSU hours; instead, it details the "direct and indirect costs of providing one hour of [DSSU] services."

Third, the Agreement does not authorize the County to unilaterally increase the 17,520 DSSU. Before being charged for DSSU hours above the City's contracted 17,520 hours (notwithstanding the Parties' agreement to charge for hours above 112 percent as set forth in Exhibit A-1), the City and the Sheriff's Office would have to negotiate and mutually agree on a written amendment to the Agreement. Until this occurs, the City plans to reduce payments to reflect the terms of the current Agreement and the City's total number of contracted DSSU hours.

Further, without providing any support or explanation—and well after the deadline for the final recomputation of compensation to be provided to the City—the Sheriff's Office also increased the hourly rate for each DSSU hour in the proposed FY 2020-2021 budget.

The Recomputated Compensation for FY 2021-2022 is Inconsistent with the Terms of the Agreement. In addition to unilaterally increasing the City's number of contracted DSSU hours (as detailed above), the January 14, 2021 presentation and recomputation worksheet provided to the City applies a three percent (3%) inflationary adjustment factor—twice. This recomputation is inconsistent with the terms of the Agreement for several reasons.

First, the Agreement includes specific direction for calculating the annual recomputation which the Sheriff's Office has not adequately demonstrated that it has followed. Second, inconsistent with the terms of the Agreement and as set forth above, the Sheriff's Office has included charges for all the time it has allocated to the City over 100 percent compliance with the contracted DSSU hours, rather than only charge for hours over 112 percent—and only after this level has been exceeded for three consecutive months—as was negotiated and is memorialized in the Agreement. As addressed in more detail below (and notwithstanding Exhibit A-1 to the Agreement), the Sheriff's Office has not provided the City with sufficient documentation to support that these additional hours should be charged to the City. Lastly, in the absence of a specific supporting reference in the Agreement, the City fundamentally disagrees that a 3 percent inflationary adjustment can be applied at all, much less twice, without an amendment to the Agreement.

The Sheriff's Office Breached its Contractual Obligation to Work Transparently and Collaboratively with the City. One of the Agreement's key terms—and which is woven in to various provisions—is both parties' commitment to engaging in a transparent and collaborative

process to develop, evaluate, and plan for future contracted law enforcement service levels and associated costs. For example, Section 2(A) of Exhibit B to the Agreement dictates deadlines for the Sheriff's Office to provide both an estimate and final recomputation of costs annually (on November 1 and January 15, respectively). This requirement serves the necessary purpose of allowing the City adequate time to plan for and incorporate future cost adjustments into the City's budget.

These provisions were included in the Agreement to guard against the precise position in which the City finds itself: presented with a proposed cost increase of approximately 37 percent that is $1.28 million more than the estimate provided in November 2020. By bypassing the Agreement's various requirements to work transparently and collaboratively, the Sheriff's Office has created a situation where the City has no choice but to challenge the Sheriff's Office for breach of contract.

The Sheriff's Office has also failed to provide the City access to the information and data on which the proposed contract cost increases are based. As a result, the City is unable to estimate the actual amount in dispute and the City hereby reserves the right to provide the precise disputed amount once the County provides access to the necessary information and data. Given the Sheriff's Office's lack of transparency and collaboration, the City also anticipates that a more in-depth review of the methodology for the proposed cost increases could give rise to additional grounds for dispute. Thus, the City also hereby reserves the right to raise further challenges arising in any way from the Sheriff's Office's past, present, or future conduct during this process.

To facilitate the City's review of the Sheriff's Office's methodology for its proposed cost increases the City requests that the Sheriff's Office immediately provide the City with the following documents and information. If necessary, please consider this request a public records act request pursuant to Government Code section 6250 *et seq*.

1. Any and all documents produced by the Sheriff's Office, the Natelson Dale Group, or the Auditor Controller's Office that are related in any way to the Sheriff's Office's recomputation of costs for FY 2021-2022;
2. Any and all documents determining, calculating, or otherwise demonstrating or prepared for the purpose of demonstrating the Sheriff's Office's FY 2018-2019 actual expenditures;
3. Any and all documents determining, calculating, or otherwise demonstrating or prepared for the purpose of demonstrating the Sheriff's Office's FY 2019-2020 actual expenditures; and
4. Request for Proposal or Request for Qualifications to which Natelson Dale Group responded and the contract for services between the Sheriff's Office or County and Natelson Dale Group.

The City is committed to working with the Sheriff's Office to address the issues raised above. However, until, at a minimum, the City has had an opportunity to review, evaluate, and discuss the information requested, the City cannot accept the proposed FY 2021-2022 cost increases. Pursuant to the terms of the Agreement, should the Sheriff's Office reject this proposal and a resolution is not reached within thirty (30) days of receipt of this letter, the City will initiate the additional dispute resolution procedures described in Section 26 of the Agreement.

Should you have questions about the City's concerns please contact City Manager Dave Durflinger at (805) 755-4400 or daved@ci.carpinteria.ca.us. Thank you for your attention to this matter. We look forward to your response.

Sincerely,

Dave Durflinger
City Manager

Cc: Mona Miyasato, County Executive Officer
Michelle Greene, Goleta City Manager
Xenia Bradford, Solvang City Manager
Scott Wolfe, Buellton City Manager

ATTACHMENT B

2019-20

Contract Law Enforcement Services

BILL BROWN
SHERIFF-CORONER

Keeping The Peace Since 1850

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AGREEMENT TO PROVIDE LAW ENFORCEMENT SERVICES

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and the City of Carpinteria, an incorporated city having its principal place of business at 5775 Carpinteria Avenue, Carpinteria, CA 93013, (hereafter CITY) wherein COUNTY agrees to provide and CITY agrees to accept the services specified herein.

WHEREAS, CITY has requested COUNTY, through its Sheriff's Office, to provide law enforcement services pursuant to a contractual agreement; and

WHEREAS, the COUNTY, through its Sheriff's Office, has expressed willingness to provide law enforcement services on a cost reimbursement basis, as authorized by California Government Code section 51300 et seq.; and

WHEREAS, in recognition that this Agreement represents significant cost to CITY, COUNTY recognizes its responsibility of fiscal stewardship and to that end, is committed to providing law enforcement services in a fiscally responsible manner.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **DESIGNATED REPRESENTATIVE.** The currently assigned City of Carpinteria Station Lieutenant at phone number (805) 755-4438 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. The City Manager at phone number (805) 755-4400 is the authorized representative for CITY. Changes in designated representatives shall be made only after advance written notice to the other party.

2. **NOTICES.** Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, or otherwise delivered as follows:

To COUNTY:	Sheriff Bill Brown, P.O. Box 6427, Santa Barbara, CA 93160
To CITY:	City Manager, City of Carpinteria, 5775 Carpinteria Avenue, Carpinteria, CA. 93013

or at such other address or to such other person that the parties may from time to time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail.

3. **SCOPE OF SERVICES.** COUNTY agrees to provide law enforcement services to CITY in accordance with **Exhibits A** through **A-2** and **Exhibit E** attached hereto and incorporated herein by reference.

4. **TERM.**

A. Basic Term. The term of this Agreement shall commence July 1, 2019, and continue through June 30, 2023, a four (4) year term, expiring on June 30, 2023, unless sooner terminated pursuant to Paragraph 13, Termination, below, or extended as described in Paragraph 4(B).

B. Extended Term. The terms of this Agreement may be extended for one period of (2) years, if the Sheriff and City Manager determine to so extend the term and written notice of such renewal is given to the other party at least six (6) months prior to expiration. The extended term shall be referred to as the Extended Term of the 2019-20 Agreement.

C. Appropriations Limitation. CITY and COUNTY each acknowledge that annual budgetary appropriations in future years for payment and services hereunder are subject to the approval of their respective legislative bodies.

5. **STANDARD OF PERFORMANCE.** COUNTY represents that it has the skills and expertise necessary to perform law enforcement services required under this Agreement, as described in **Exhibits A through A-2 and E**.

6. **COMPENSATION OF COUNTY.** COUNTY shall be paid for performance under this Agreement in accordance with the terms of **Exhibit B and C** attached hereto and incorporated herein by reference.

7. **INDEMNIFICATION AND INSURANCE.** CITY and COUNTY agree to defend, indemnify and save harmless each other and to procure and maintain insurance in accordance with the provisions of **Exhibit D**, attached hereto and incorporated herein by reference.

8. **OWNERSHIP OF EQUIPMENT.** COUNTY shall be the owner of all items incidental to the performance of this Agreement. Equipment or supplies purchased by CITY to aid in the performance of law enforcement services shall remain the property of CITY. No transfer of ownership of equipment from COUNTY to CITY shall occur as a result of this Agreement. It is understood that COUNTY shall provide all equipment and supplies necessary to the performance of this Agreement and that any CITY-owned equipment and supplies are provided voluntarily. CITY and COUNTY shall have no obligation to maintain or replace any CITY-owned equipment and supplies. Upon termination of the Agreement or applicable menu items within the agreement, an equipment or supplies purchased by the CITY for COUNTY may, at CITY sole discretion, revert to CITY ownership.

9. **INDEPENDENT CONTRACTOR.** It is expressly understood between the parties to this Agreement that no employer/employee relationship is intended; the relationship of COUNTY to CITY being that of an independent contractor and CITY and COUNTY retain sole and independent liability for the actions of the employees of each.

10. **NONDISCRIMINATION.** COUNTY hereby notifies CITY that COUNTY'S Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CITY agrees to comply with said ordinance.

11. **NONEXCLUSIVE AGREEMENT.** CITY understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with other Santa Barbara County cities and/or other entities to provide the same or similar services.

12. **ASSIGNMENT.** Neither party shall assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of the other party and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination of this Agreement.

13. **TERMINATION.**

A. By COUNTY

1. Termination for Convenience. COUNTY may terminate this Agreement upon Three Hundred Sixty Five (365) days' written notice. Upon the date of termination, COUNTY shall cease work and notify CITY as to the status of its performance.

2. Termination for Cause. Should CITY default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY'S sole option, terminate this Agreement by Ninety (90) days written notice.

B. By CITY

1. Termination for Convenience. CITY may terminate this Agreement upon Three Hundred Sixty Five (365) days' written notice.

2. Termination for Cause. Should COUNTY default in the performance of this Agreement or materially breach any of its provisions, including by failing to provide CITY all or any part of the services set forth in Exhibit A, CITY may, at CITY'S sole option, terminate this Agreement by Ninety (90) days written notice.

Notwithstanding any other payment provision of this Agreement, CITY shall pay COUNTY for service performed to the date of termination, including any prorated amount of compensation due hereunder less payments, if any, previously made.

14. **SECTION HEADINGS.** The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

15. **SEVERABILITY.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

16. **REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to the parties is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

17. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement and each covenant and term is a condition herein.

18. **NO WAIVER OF DEFAULT.** No delay or omission of by either party to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be

construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to each party shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of the exercising party.

19. **ENTIRE AGREEMENT AND AMENDMENT.** In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives its future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver, or estoppel.

20. **SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

21. **COMPLIANCE WITH LAW.** Both parties shall, at their sole cost and expense, comply with all applicable City, County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement.

22. **CALIFORNIA LAW.** This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court; or in the federal district court nearest to Santa Barbara County, if in federal court.

23. **EXECUTION OF COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

24. **AUTHORITY.** The parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, COUNTY and CITY hereby warrant that each shall not have breached the terms or conditions of any other contract or agreement to which COUNTY or CITY is obligated, which breach would have a material effect hereon.

25. **PRECEDENCE.** In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections. In the event of conflict between the provisions contained in the numbered sections of this Agreement, Exhibits and subsequent contract Amendments, the most current contract Amendment shall prevail over the provisions, Exhibits and/or prior Amendments.

26. **DISPUTE RESOLUTION PROCESS.** Before commencing any legal proceeding in any court of law, any controversy, arising out of or relating to this Agreement, its enforcement, or interpretation, including claims of an alleged breach (but excluding a dispute regarding the level of service subject to procedure set forth in Paragraph 2.B. of Exhibit A) shall be first submitted to non-binding mediation. Written notice stating the basis of the dispute, including the amount disputed, if any, shall be provided to the other party within thirty (30) days of the event giving rise to the dispute. During the next thirty (30) days following

receipt of notice, the parties shall engage in good faith efforts to resolve the dispute through the appropriate internal hierarchy of each agency. If the dispute remains unresolved, the matter shall be referred to a neutral mediator agreed to by both parties. If the parties cannot agree on a mediator, the mediator shall be appointed pursuant to the Commercial Arbitration Rules of the American Arbitration Association, unless the parties mutually agree to choose the mediator in another manner. The mediator shall hear presentations and documentary evidence from the parties. The rules of evidence shall not apply to the mediation. At the conclusion of the mediation, the mediator shall render a written decision. Any costs of retaining the services of the mediator shall be shared equally by the COUNTY and CITY. The parties intend that the dispute resolution procedures provided for hereunder shall be conducted in as expeditious a manner as possible.

27. **AGREEMENT NOT CONSTRUED AGAINST DRAFTER.** This Agreement has been negotiated and prepared by the parties and their respective counsel, and should any provision of this Agreement require judicial interpretation, the court interpreting or construing the provision shall not apply a rule of construction that a document is to be construed against one party.

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IN WITNESS WHEREOF, the parties have executed this Agreement to be effective July 1, 2019 after it is fully executed by the appropriate CITY and COUNTY officials.

COUNTY OF SANTA BARBARA

By: _____

STEVE LAVAGNINO
CHAIR, BOARD OF SUPERVISORS

Date: 7-2-19.

ATTEST:
MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: _____

APPROVED AS TO FORM:
RAY AROMATORIO
RISK MANAGER

By: _____

APPROVED AS TO FORM:
BETSY M. SCHAFFER
AUDITOR-CONTROLLER

By: _____

APPROVED AS TO CONTENT:
SHERIFF BILL BROWN
SANTA BARBARA SHERIFF'S OFFICE

By: _____ 5/30/19

CITY OF CARPINTERIA

By: _____

WADE NOMURA
MAYOR OF CARPINTERIA

Date: 6/6/19

ATTEST:
CITY CLERK
FIDELA GARCIA

By: _____

APPROVED AS TO FORM:
JENA ACOS
CITY ATTORNEY

By: _____

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Exhibit A: Statement of Work

The purpose of Exhibit A is to describe and define the type and level of work to be performed.

1. **Delivery of Services.**

COUNTY, through its Sheriff's Office, shall deliver general law enforcement services within the incorporated limits of the City of Carpinteria according to the terms and conditions set forth herein. It is the goal of the Sheriff's Office to provide a high level of professional excellence; respond to calls for service promptly; protect lives and property to the best of its ability; practice community oriented policing and conduct itself in a manner that promotes trust and legitimacy and is participatory in community matters and events; initiate programs that prevent and deter crime or improve the quality of life; stay abreast of modern policing methods and technology; and apprehend criminal offenders.

2. **General Law Enforcement Services.**

A. COUNTY agrees to provide general law enforcement services for CITY, which include 24/7 police patrol; criminal investigation/detectives; technical services; direct support and administrative functions; emergency Dispatch; general traffic enforcement, accident investigation, and parking control; all services included within a Deputy Sherriff Service Unit, as defined in Exhibit A-1; and all Specialized Law Enforcement Functions, as defined in Paragraph 2.C.

1. Labor and Materials. COUNTY shall supply all necessary labor, supervision, equipment, communication facilities, and supplies necessary to perform all duties and functions to maintain the level of service to be rendered hereunder. Notwithstanding anything contained herein, in all instances where special supplies, stationery, notices, forms and the like must be issued in the name of CITY, the same shall be supplied by CITY at CITY'S cost and expense.

2. Marked Vehicles. The Sheriff's Office may authorize defined areas of patrol vehicles to display CITY insignia indicating they are CITY police vehicles. If CITY elects to display approved CITY insignia the cost of such insignia will be at CITY expense.

3. Prosecution of Offenses. CITY and COUNTY shall continue their existing practice regarding the prosecution of offenses, with CITY responsible for the prosecution of infractions and City Ordinances, and COUNTY, through the District Attorney's Office, responsible for the prosecution of all other offenses. There shall be no cost effect on the parties under this Section.

4. Custody and Coroner Functions. It is generally understood by both parties at this writing that current law requires conventional custody and coroner functions be provided at the COUNTY'S obligation and expense throughout the County of Santa Barbara regardless of incorporated or unincorporated boundaries. CITY, therefore, will not be invoiced for custody or coroner services. This item is also addressed in Exhibit B, Paragraph 1(B).

B. Level of Service.

1. Level of Service Recommendation. The level of service, workplace and/or geographic boundaries for general law enforcement services to CITY will be recommended by COUNTY by November 1 of each year with service level adjustments occurring July 1 of the following year. The level of service refers to the sum of Deputy Sheriff Service Units (as defined in Exhibit A-1) ordered, supervision, contract management, support functions, equipment, capital structures, major assets, services, supplies, and other incidental costs attributable to the provision of general law enforcement services within the then current geographic boundaries of CITY. In consultation with COUNTY, CITY may enhance the level of law enforcement services as defined under Paragraph 3, "Supplemental Law Enforcement Services."

2. Level of Service Adjustment.

a. Adjustment Recommendation by COUNTY. If COUNTY proposes to raise the level of service above the level of service provided in the prior year, COUNTY shall provide CITY, along with its recommendation, data supporting its determination that a higher level of service is necessary to protect public and officer safety along with its recommendation. If requested by CITY, COUNTY will discuss alternative service options.

b. Adjustment Request by CITY. If CITY wishes to reduce the level of service below the level of service provided in the prior year, CITY shall make a written request to COUNTY within 30 days of the date it receives COUNTY'S level of service recommendation. CITY shall provide information supporting its request for a reduction in service level.

c. Consideration of Adjustment. The parties agree to work in good faith to review and consider the adjustment recommendation or request, including providing any supporting information or data that either party may request to support the recommendation or request.

3. Level of Service Review. If the parties do not come to agreement on an adjustment recommendation or request through the process set forth in Paragraph B.2., CITY may request review from the Undersheriff. The Undersheriff shall engage in a face-to-face meeting with the CITY to review the recommendation or request and shall consider the CITY'S position in good faith. The parties shall make all reasonable efforts to complete this process by April 15 of any year in which the process is utilized.

4. Minimum Level of Service. COUNTY is under no obligation to allow a minimum level of service that jeopardizes public or officer safety. If the level of service review, as set forth in Paragraph 2.B.3., is completed and the parties do not come to an agreement regarding the required level of service, the parties agree that the Sheriff shall have final authority to determine minimum level of service for this Agreement.

5. Amendment. If the foregoing process results in an increase or decrease to levels of service, the parties shall prepare and execute a written amendment to this Agreement as to the terms and conditions of the increase or decrease; all other terms set forth in this Agreement shall continue in full force and effect.

C. Specialized Law Enforcement Functions. Specialized law enforcement functions, such as: K-9; Mounted Unit Patrol; Search & Rescue; Hostage Negotiations; Special Enforcement (SWAT) Team; Dive Team, Hazardous Devices Team, Professional Standards Investigations, Reserve Forces; Fugitive/Warrant Detail; and/or Helicopter/fixed wing patrol are included in the cost of a Deputy Service Unit, described in Exhibit A-1, and may also be provided within the City Limits as needed and when deemed appropriate by COUNTY. CITY will not be invoiced separately for these services unless the service is requested by CITY as described in Section 3.

D. Grant Administration. The Administrative function will also include the ability and authority for COUNTY to apply, administer and implement grant opportunities for the benefit of CITY with the expressed written permission of the Designated Representative of CITY.

E. Service Limitations of COUNTY. All references to General Law Enforcement Services contained in this Agreement are references only to services that shall be delivered under the terms of this Agreement.

3. **Supplemental Law Enforcement Services.**

A. Additional Level(s) of Service.

1. Definition. Additional Level(s) of Service refers to supplemental or specialized law enforcement services not included in, "General Law Enforcement Services," as defined in Section 2, above. CITY may request an additional level of service such as, but not limited to: dedicated traffic enforcement, Community or School Resource Officers, dedicated specialty units (k-9, gang enforcement, etc.) or grant programs that are within the legal authority of COUNTY to provide. Another example is the application, administration and implementation of a supplemental grant program. Other supplemental law enforcement services are set forth in Exhibit A-1. CITY may request this additional level of service in writing to COUNTY'S Station Lieutenant. COUNTY will consider CITY'S requests and, at its option, implement these requests with any additional, actual expense invoiced to CITY.

2. Grant Programs. If the additional level of service is tied to a grant program,

3. CITY will be invoiced for actual, additional costs above the grant award for the applicable time period unless COUNTY and CITY agree otherwise. This assumes that any grant funds are received directly by COUNTY. CITY may request and COUNTY may provide cost estimates prior to the implementation of a grant and/or program. CITY understands that actual, additional costs may vary slightly (high or low) from original estimates. Any supplemental, material expenses related to ongoing programs will be recommended by COUNTY to CITY in advance of purchase. CITY understands and accepts that if a supplemental item related to an ongoing program is not approved by CITY, COUNTY may exercise the option to refrain from further work on the grant or program. COUNTY will apply Departmental and/or County overhead to a grant cost when the provisions of the grant allow for the accounting of overhead expense. CITY understands and accepts that the net cost of grant overhead may become an expense to CITY when other provisions are not agreed upon in writing by both parties in advance of the implementation of the grant. CITY understands and accepts any ongoing fiscal, staffing, and/or programmatic obligations incurred in the acceptance of a grant. An example of such an obligation may include a grant requirement to retain a staffing position for a time period beyond the original grant award period.

B. One-time or Periodic Law Enforcement Services.

1. Definition. One-time or Periodic Law Enforcement Services refers to the provision of periodic or one-time enhancements to the level of general law enforcement services provided, such as, but not limited to: additional security for special events and seasonal staffing. These planned and/or unplanned events usually require additional, short-term law enforcement services. For planned events, upon written request of CITY to COUNTY, COUNTY will review and recommend the appropriate level of service for the event or occurrence and provide CITY with services within the available staffing and legal authority of COUNTY. In the instance of an unplanned event or emergency requiring law enforcement services in order to maintain public safety, COUNTY will immediately respond with an additional level of law enforcement service as determined by COUNTY in accordance with existing mutual aid agreements.

2. City Cost. CITY will be invoiced for actual, additional costs of any and all one time or periodic law enforcement services unless there exists no actual, additional cost (process described in Paragraph 3(B)(4) herein). CITY may request a written cost estimate in advance of a planned event and CITY understands and accepts that actual, additional costs of the event may vary (high or low) from the estimate.

3. Request Process for Planned Events. The request for additional law enforcement services for planned events shall be memorialized in writing, printed or electronic, between the two parties through their respective Designated Representatives. The writing will describe the nature of the event, specific dates, times and addresses and may include a suggested level of service. The CITY will provide COUNTY with as much advance notice as is possible and practical prior to the event, for COUNTY scheduling purposes.

4. Provision of One-time or Periodic Services. COUNTY shall grant such requests if and when it is capable of doing so. This will first be accomplished using existing staff during regularly scheduled work hours if/when the provision of such services would not unreasonably interfere with the Sheriff's provision of general law enforcement services to the unincorporated portion of the County. If the request can be accomplished within the regularly scheduled hours that are already included within this Agreement, there may be no actual, additional expense incurred by CITY. The second staffing priority will be the use of additional personnel through overtime scheduling of the Sheriff's Office staff. The third staffing priority will be provided by means of COUNTY'S request of additional personnel from a neighboring law enforcement agency. COUNTY shall provide notice to CITY prior to providing service under the second or third staffing priority, when feasible. Any additional personnel and/or equipment used in the provision of supplemental law enforcement services will be invoiced above the base agreement amount in a manner described in Exhibit B. The priorities set forth herein are designed to keep CITY'S costs to a minimum and are consistent with current practice.

4. **Personnel Management.**

A. Hiring, Training and Discipline of Staff. The hiring, training, discipline and/or control of all Sheriff's Office personnel employed under this Agreement shall remain under the appropriate chain-of-command within COUNTY Sheriff's Office. All persons employed in the performance of services and functions for CITY pursuant to this Agreement shall be COUNTY employees.

B. Exclusive Authority. Subject to the terms of this Agreement, the Sheriff shall retain exclusive authority over the activities of his/her personnel. The planning, organization, scheduling, direction, supervision, standards of performance and discipline of Sheriff's personnel, and all other related matters incidental to the delivery of General Law Enforcement Services to CITY shall be as determined by the Sheriff. Nothing herein shall be deemed to limit the Sheriff's authority to move, transfer and/or discipline Sheriff's Office personnel as Sheriff in his/her discretion deems appropriate.

C. City Personnel Consultations and Recommendations. CITY may request to be consulted on the selection or replacement of the station Lieutenant, who will represent the Sheriff as Chief of Police, and any personnel for any position related to supplemental law enforcement services of a specialized nature that the CITY has requested. CITY may request review or transfer of Sheriff's personnel as a consequence of services and functions performed under this Agreement, and such request shall be considered in good faith by Sheriff in determining the appropriate course of action, if any. CITY may make these requests through the Station Lieutenant.

D. Employee Pay Issues. CITY shall not assume any liability for the direct payment of any salaries, wages or other compensation to any COUNTY personnel performing services hereunder for CITY, including liability for workers' compensation claims or injury or illness arising out of COUNTY personnel's performance of this Agreement (aside from costs included within the Deputy Sheriff Service Unit as defined in Exhibit A-1). Except as otherwise provided herein, no person employed by COUNTY hereunder shall have any rights to pension, civil service, or other status or right from CITY by virtue of this Agreement; and

no CITY employee shall have any rights to pension, civil service or other status or right from COUNTY by virtue of this Agreement.

E. Orientation. Personnel assigned to CITY pursuant to the terms of this Agreement shall receive appropriate orientation regarding the special characteristics and needs of CITY. Training shall include familiarization with CITY municipal codes, key CITY staff and CITY departments that will interact with Sheriff personnel.

5. **Enforcement of Laws.**

Sheriff shall enforce the statutes of the State of California and the municipal police ordinances of CITY. When requested, Sheriff will assist in the enforcement of CITY Code provisions in cooperation with CITY'S staff and Code Enforcement personnel.

6. **Mutual Cooperation.**

To facilitate the delivery of services under this Agreement, COUNTY shall have full cooperation and assistance from CITY, its officers, agents and employees and CITY shall have full cooperation and assistance from COUNTY, its officers, agents and employees.

7. **Maintenance of Records.**

COUNTY shall keep reasonably itemized and detailed records and reports as required by law, grants and/or generally accepted accounting principles on behalf of CITY. CITY records shall be maintained by COUNTY pursuant to COUNTY practice and as required by law, and shall be available to CITY for inspection after reasonable prior notice to COUNTY. CITY understands and accepts that various records may be destroyed after specific time periods have passed and thus unavailable for inspection.

8. **Monthly and Annual Reports.**

Within Fifteen (15) working days after the end of each calendar month, COUNTY via the Sheriff's Law Enforcement Contract Services Bureau, shall provide CITY a monthly report of law enforcement service statistics as set forth in Exhibit A-2 hereto. These monthly reports will also be summarized in a quarterly report. COUNTY further shall provide CITY an annual report if/when applicable. COUNTY and CITY may work together to modify the format and content of the report as needed and when practical.

Exhibit A-1: Deputy Sheriff Service Unit

Sheriff's services are generally provided in the form of Deputy Sheriff Service Units (DSSU). One DSSU is equivalent to the sworn and support personnel required to staff one patrol position 24 hours a day for 1 year.

One Deputy Sheriff Service Unit equates to:

A sufficient number of Sheriff Deputies to provide for 24-hour coverage, seven days a week for one year, including relief (lost time). This equates to 8,760 hours of service to CITY a year per DSSU ordered. If for any reason the Sheriff falls below 98% compliance in providing this level of service, CITY will not be charged for the shortage. CITY will also be entitled to an explanation for the shortage of service and a proposed resolution.

If CITY compliance rate goes above 112% for each of three consecutive months, CITY and COUNTY will meet and confer. If, subsequent to the meet and confer, the compliance rate remains above 112% for any additional consecutive calendar months but below the threshold for an additional Deputy Sheriff Service Unit, CITY will pay the percentage above 112%, at the Deputy Sheriff Service Unit rate for those consecutive calendar months. If and when CITY compliance rate falls below 112% for a calendar month, CITY will no longer pay the percentage above 112% at the Deputy Sheriff Service Unit rate unless and until the compliance rate once again remains above 112% for each of three consecutive calendar months and CITY and COUNTY meet and confer. This will apply to the current Agreement and any extension to the current Agreement.

Since timekeeping is a critical component of a DSSU, COUNTY is committed to ensuring that COUNTY is appropriately tracking time. COUNTY agrees that it will provide training and updates to its sworn and support personnel and will also audit the timekeeping system periodically. CITY will be provided with monthly reports to demonstrate time compliance reporting as described in Exhibit A-2.

Additionally, all management, supervision, investigative support, administrative support, overtime and supply costs are included. This ensures that there are no unexpected cost increases to the CITY for the annual duration of the contract. The costs for all services and supplies, relief (lost time) factors, overtime, labor, and insurance costs will be calculated each year based on prior year actual costs and provided to CITY prior to the end of the current fiscal year.

The following are Supplemental Law Enforcement Services available for purchase, also referred to as menu items:

Deputy Sheriff

- Additional deputy to enhance patrol functions or focus on specific interests and needs of CITY.

School Resource Deputy

- Typical duties involve enforcement of state, local and education code laws.
- Liaison between school officials, City staff and the Sheriff's Office.

- Provide education classes to students, parents and community members impacted by the school.
- Complete School related projects as directed.
- Investigate youth related offenses related to the school on and off campus.

Community Resource Deputy

- Typically works as a liaison between CITY staff and Sheriff's personnel.
- Works cooperatively with the City Manager, or designee, and the Station Lieutenant; focuses on interests unique to the city.
- Develops crime prevention programs and provides public education and instruction.
- Typically assists with coordinating CITY sponsored events.

Detective

- Investigates general or specific criminal violation cases developed by patrol personnel.

Sergeant

- Supplemental supervision for groups of deputies assigned to similar duties or projects.

Administrative Office Professional

- Clerical staff assigned to process incident, crime and traffic reports.
- Responsible for records processing and information coordination with the District Attorney and other local state and federal agencies.

Sheriff's Service Technician

- Under general supervision performs a variety of non-sworn technical and clerical based administrative duties in the office and the field. Supports sworn law enforcement personnel by performing tasks that do not require a sworn deputy to perform.

Supplemental Law Enforcement Services include overhead costs. They can be provided with or without a relief factor.

Exhibit A-2: Monthly Sheriff's Report
List of Collected Statistics

Crime Report Statistics

Criminal Homicide
Robbery
Burglary- Residential
Burglary- Institutional
Vehicle Theft
Theft
Theft- Recovery Value

Forcible Rape
All Assaults
Burglary- Commercial
Burglary- All Others
Vehicles Recovered
Theft- Value

Traffic Statistics

Accidents
Person Injured
Persons Killed
DUI Arrests
Towed Vehicles

Injury Collisions
Fatal Collisions
Citations
AB321 Violations

Caseload

Felony Arrests

Misdemeanor Arrests

Potential Homeless/Transient Contacts

Number of Contacts

Time Spent on Calls

Deputy Sheriff Service Unit Hours

Time spent on calls for service
Time spent on report writing and administrative duties
Proactive patrol and Crime Prevention activities

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Exhibit B: Payment Methodology

1. **General Compensation.**

A. Reimbursable Expenses. Subject to the terms of this Agreement, CITY shall pay to COUNTY the costs incurred by COUNTY in providing the services contracted for or otherwise authorized under the terms of this Agreement, including:

- Salaries and benefits of all COUNTY officers and employees engaged therein for positions defined in Exhibit A-1: Deputy Sheriff Unit;
- Direct supervision;
- Clerical support;
- Contract Law Enforcement Services Unit;
- Direct services and supplies;
- Department-applied overhead;
  (a percent applied to salaries and benefits expenses only);
- A proportionate share of Law Enforcement Dispatch and Records;
- Management services;
- Any actual, additional costs associated with supplemental law enforcement services (as described in Exhibit A, Paragraph 3); and,
- Any other mutually agreed upon expense that arises during the term of the AGREEMENT. Examples include CITY'S request to participate in a COUNTY bid process, or sharing a purchasing contract for the purpose of quantity discount to the benefit of both parties.

B. COUNTY Obligations. CITY will not be billed for general overhead costs of operation of the County government until or unless authorized by applicable provisions of the then-current Government Code. COUNTY shall not charge CITY for any service or function performed by the COUNTY attributable to services made available to all portions of the County, such as Custody or Coroner services, as referenced in Exhibit A (2)(B).

2. **Annual Recomputation of Compensation**

A. Recomputation of General Law Enforcement Services. Except as otherwise specified hereinafter, the total amount charged for General Law Enforcement Services, as defined in Exhibit A, Paragraph 2, shall be recomputed annually with an estimate provided by COUNTY on or before November 1st of each calendar year for the following fiscal year, with the fiscal year defined as July 1st through June 30th. A final recomputation will be provided by COUNTY for the fiscal year beginning July 1st on or before January 15th of the same year. The recomputation calculation shall be determined by COUNTY based on actual costs of providing General Law Enforcement Services described in Exhibit A, Paragraph 2, from the previous fiscal year. The recomputation formula will specifically include actual costs for items specified in Exhibit B, Paragraph 1. The total agreement amount for the applicable fiscal year will be effective July 1st of that fiscal year, subject to review by CITY as provided in Exhibit A, Paragraph 4, above. Staff representatives

of COUNTY and CITY are advised to meet during the calculation process and prior to any formal presentation before their respective governing bodies. In the event cost increases will have a detrimental impact to the CITY'S budget, Sheriff will meet with CITY, upon its request, and discuss staffing adjustments to mitigate costs, provided service levels do not drop below safe levels as described in Exhibit A, section 2(B)(1).

1. The annual cost computation will be provided to CITY as Exhibit E-1 and will be referred to as First (1st) Annual Cost Computation, Second Annual Cost Computation if this Agreement is extended, and Third (3rd) Annual Cost Computation if this Agreement is further extended.

B. Increases to Service Level Requested by City. In the event that CITY desires to increase the then-existing type or level of staffing provided under the terms of this Agreement - in addition to other procedures set forth in this Agreement - CITY will make a written request to COUNTY in December of each year for changes to be applied to the succeeding fiscal year. CITY'S request shall detail the specific type and level of staffing CITY desires, with CITY acknowledging that the costs of such services may impact the total, negotiated agreement for the relevant fiscal year. COUNTY shall review said annual request within thirty (30) days of COUNTY'S receipt thereof and acknowledge acceptance or rejection by letter to CITY'S Designated Representative. Upon notice from COUNTY of acceptance or partial acceptance of said request, and the cost of providing the type or level of staffing therein agreed upon, the parties shall prepare and execute a written amendment to this Agreement as to the terms and conditions set forth in said annual request and acceptance; all other terms set forth in this Agreement shall continue in full force and effect. In the event COUNTY rejects all or any portion of said annual request, the then-existing type and level of staffing shall remain in full force and effect, as modified by the acceptable portions of said annual request, until such time that the parties reach agreement as to the rejected portions of said annual request. An increase in level of service recommended by COUNTY, or decrease requested by CITY, is subject to the procedures set forth in Paragraph 2 of Exhibit A and not this Paragraph.

C. Payment Process. The total estimated cost for the applicable fiscal year will be divided by twelve (12) months and invoiced monthly to CITY for full payment on or before the 25th of the applicable month in which services are rendered. For example, law enforcement services provided in the month of July are due July 25th. The purpose of this specific due date is to match earned obligations with earned receipts in the same accounting period, which benefits both parties administratively. CITY'S payment shall be made by check or electronic transfer. A check shall be made payable to the order of, "Santa Barbara County Sheriff's Office" and mailed to the COUNTY address specified in Paragraph 1, Designated Representative, unless otherwise directed in writing by COUNTY. If such payment is not delivered to the COUNTY office within thirty days of the respective due date, COUNTY is entitled to recover interest thereon. Said interest shall be assessed using the COUNTY'S pooled interest rate in effect at the time; it shall commence thirty (30) days after the date of the invoice and continue until such time as the payment is delivered to the COUNTY office described on said invoice.

D. Revised Exhibit E. A revised Exhibit "E", (to be called Exhibit E-1, E-2, etc., and dated with the effective date of said Exhibit) shall be provided by COUNTY to CITY showing rate adjustments and the consequent adjustment in monthly compensation due COUNTY

whenever there is any recomputation of compensation due COUNTY. Any such revised Exhibit E shall constitute an amendment to this Agreement upon signature by the City Manager, or his designee, and the Sheriff on behalf of the COUNTY. The format of Exhibit E may be revised from time-to-time according to current accounting practices, service changes, CITY-requested changes in format or other unforeseen circumstances at the time of this Agreement.

E. Future Annexation. In the event that CITY annexes any new area near the incorporated City limits, COUNTY will continue or begin to provide law enforcement services to that annexed area under the terms of this Agreement. Additionally, within thirty (30) days of applicable annexation, the compensation due to COUNTY by CITY will be adjusted to serve the newly-annexed area(s).

3. **Additional Law Enforcement Services.**

A. Annual Agreement. CITY costs for One-time or Periodic Law Enforcement Services, as defined in Exhibit A, Paragraph 3, will not be included in the total Agreement amount.

B. Estimates. CITY may request an estimated cost from COUNTY as described in paragraph 2(A) for budget preparation and planning purposes for the fiscal year or in advance of a planned event. CITY understands and accepts that such an estimate in no way represents any minimum or maximum charge to CITY.

C. Cost Tracking & Invoicing. The actual, costs related to providing additional or special law enforcement services will be tracked through the COUNTY'S Financial System (currently referred to as "FIN") and reviewed prior to preparing a summary invoice. COUNTY will send an invoice to CITY within 90 days of the conclusion of the work performed. A detailed listing of these charges will be kept on file at the COUNTY office and made available to CITY upon written request. These records will be maintained for a period of one year after the date of the original invoice.

D. Payment Process. CITY payment for Additional or Supplemental Law Enforcement Services is due to the COUNTY within thirty (30) days of the date of the invoice. Payment will be made payable to: "Santa Barbara County Sheriff" and mailed to: Santa Barbara County Sheriff Dept., Attention: Business Office, P.O. Box 6427, Santa Barbara, CA 93160-6427. If such payment is not delivered to the COUNTY office within thirty days after the date of the invoice, COUNTY is entitled to recover interest thereon. Said interest shall be assessed using the COUNTY'S pooled interest rate in effect at the time; it shall commence thirty (30) days after the date of the invoice and continue until such time as the payment is delivered to the COUNTY office described on said invoice.

4. **Miscellaneous**

A. Booking Fees. CITY will not be responsible for the payment of booking fees to COUNTY.

B. Third Party Reimbursements. CITY may seek direct reimbursement of Supplemental Law Enforcement Services from a third party when applicable. An example

of an applicable situation occurs when CITY collects a fee or deposit from a film crew, pays COUNTY for services provided, and then charges the film crew for the expense from the deposit.

C. Facilities. COUNTY makes no guarantees regarding the negotiation of gratis "Store Front" facilities within the City for law enforcement use.

D. Capital Improvements. COUNTY makes no guarantees regarding law enforcement-related capital improvements within the City.

E. Other Law Enforcement Agencies. COUNTY makes no guarantees regarding the ability to negotiate services from other law enforcement agencies on behalf of CITY.

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Exhibit C: Cost Model

The cost model determines the cost of a Deputy Sheriff Service Unit based on the actual hourly cost of a Sheriff Deputy, which includes both direct and indirect costs of providing one hour of law enforcement services. This actual hourly cost is then multiplied by 8,760 hours in order to equate to the annual cost of one Deputy Sheriff Service Unit, as described in Exhibit A-1. The annual cost of one Deputy Service Unit is then multiplied by the quantity of Deputy Sheriff Service Units purchased by CITY to determine the total annual cost for general law enforcement services to be included in the total contract amount for the applicable fiscal year. The direct and indirect costs of providing one hour of law enforcement services are determined as follows:

1. Direct cost of a Sheriff Deputy. This is the average actual hourly cost of salary and benefits paid to the Sheriff Deputy employee classification for law enforcement services. The direct cost of a Sheriff Deputy excludes all costs of Sheriff functions which are made available to all portions of the County, such as custody and coroner, as well as all law enforcement programs and projects that are reimbursable from other sources.

2. Direct cost of support to a Sheriff Deputy. This is the average actual hourly cost of salary and benefits paid to the employee classifications that provide direct support to a Sheriff Deputy for one hour of work. This includes the chain of command supervising and managing a Sheriff Deputy (Sergeants, Lieutenants, Commanders, Chief) as well as other direct support staff. The direct cost of support to a Sheriff Deputy also excludes the functions, programs and projects excluded from the direct cost of a Sheriff Deputy.

3. Anticipated salary and benefits increases. The direct cost of a Sheriff Deputy and the direct cost of support to a Sheriff Deputy are estimated for the next fiscal year based on the prior fiscal year's actual average costs. In order for these estimated costs for the next fiscal year to more closely match the actual average costs for the next fiscal year, the prior year actual average costs are adjusted for anticipated salary and benefit increases, such as negotiated cost of living increases and projected employer pension contribution changes. These adjustments help reduce the amount of any true-up required, as explained in 7. below, in order to match estimated costs billed to actual costs incurred.

4. Direct services and supplies and other charges. This is the actual hourly cost per a Sheriff Deputy of direct services and supplies and other charges incurred for law enforcement. This includes equipment maintenance, vehicle fuel, training, motor pool charges, liability insurance, and various other law enforcement expenditures. This also excludes any expenditures for functions, programs and projects that are excluded from the direct cost of a Sheriff Deputy.

5. Indirect Cost of Support and Administration. This is determined using the indirect cost rate calculated for the Sheriff's Support and Administration Division, including Cost Allocation Plan charges applied to Sheriff Law Enforcement. This rate is applied to the direct cost of a Sheriff Deputy and the direct cost of support to a Sheriff Deputy in order to determine the indirect costs applicable to law enforcement services. The rate is calculated annually by the Sheriff's Office in accordance with federal cost principles and reviewed by the Auditor-Controller. The rate used for determining indirect costs billable to cities excludes any costs that are general overhead costs of operation of the County government.

6. Public safety dispatch costs. This is the CITY's proportionate share of the Sheriff's public safety dispatch costs allocated to law enforcement. The CITY's share of these costs are based on the total hours purchased by the CITY as a percentage of the Sheriff's total law enforcement hours

7. True-up to actual cost. Because the cost model estimates the costs for next year based on the prior year actual costs, a comparison of what was estimated and billed for next year and what the costs actually are will be performed after the close of next year. The difference, whether positive (due to actual costs exceeding estimated costs) or negative (due to estimated costs exceeding actual costs), is then included in the costs estimated for two years later in order to true-up the estimated costs billed next year to the actual costs incurred.

8. Sheriff's Law Enforcement Contract Services Bureau. This is the CITY's proportionate share of the Sheriff's Contract Law Enforcement Unit costs. The CITY's share of these costs are based on the total hours purchased by the CITY as a percentage of the Sheriff's total law enforcement hours.

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Exhibit D: Special Indemnification & Insurance Provisions

The purpose of Exhibit D is to address liability & insurance issues.

1. Indemnification

A. Indemnification by CITY. CITY shall indemnify, defend and hold COUNTY and COUNTY'S agents, officers, elected officials, employees and volunteers, harmless from and against all claims, damages, losses, causes of action and expenses, including attorney's fees, for any personal injury, bodily injury, loss of life or damage to property, violation of any federal, state or municipal law, ordinance or constitutional provisions, including those circumstances where COUNTY lawfully enforces municipal ordinances that are later deemed or declared unconstitutional, or other cause which arises out of, relates to or results from the activities or omissions, negligent or otherwise, under this Agreement of CITY, and CITY'S officers, agents, elected officials and employees.

B. Indemnification by COUNTY. COUNTY shall indemnify, defend and hold CITY, and CITY'S agents, officers, elected officials, and employees, harmless from and against all claims, damages, losses, causes of action and expenses, including attorney's fees, for any personal injury, bodily injury, loss of life or damage to property, violation of any federal or state constitutional provisions, or other cause which arises out of, relates to or results from the activities or omissions, negligent or otherwise, under this Agreement of COUNTY, and COUNTY'S officers, agents, elected officials, employees and volunteers, including performing or authorizing the performance of, or in failing to perform or authorize the performance of any work, services or functions provided for, referred to in or in any way connected with any work, services or functions to be performed under this Agreement.

C. No Agency. Except as otherwise specified herein, for the purposes of this section, CITY shall not be deemed to be COUNTY'S agent and COUNTY shall not be deemed to be CITY'S agent.

D. Notification. Each party shall give the other prompt notification when it first learns of an incident or occurrence covered, or likely to be covered, under the terms of this section, as well as prompt notification if a claim is made or suit is brought against a party based on an incident or occurrence covered, or likely to be covered, by the terms hereof.

E. Continuing Obligation. To the extent that COUNTY has agreed to indemnify, defend and hold harmless CITY, its officers, agents and employees under this Agreement, said obligations shall continue to exist during the term of this Agreement and subsequent to this Agreement for those acts or omissions giving rise to liability which occurred during this Agreement. To the extent that CITY has agreed to indemnify, defend and hold harmless COUNTY, its officers, agents, elected officials, employees and volunteers under this Agreement, said obligations shall continue to exist during the term of this Agreement and subsequent to this Agreement for those acts or omissions giving rise to liability which occurred during this Agreement.

2. **Insurance.**

Each party shall maintain its own insurance coverage, through commercial insurance, self-insurance or a combination thereof (which may include insurance through a joint powers insurance authority), against any claim, expense, cost, damage, or liability arising out of the performance of its responsibilities pursuant to this Agreement.

Minimum Scope of Insurance for both Parties to the Agreement.
Coverage shall be at least as broad as:

A. Commercial General Liability (CGL). Insurance on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than $2,000,000 per occurrence and $4,000,000 in the aggregate. Each party shall name the other party as an additional insured on its policy.

B. Automobile Liability. Insurance covering any auto with policy limits no less than $2,000,000 per accident for bodily injury and property damage.

C. Workers' Compensation. Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease

D. Primary Coverage. For any claims related to this Agreement, the indemnitor's insurance coverage shall be primary insurance as respects the indemnitee, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the indemnitor, its officers, officials, employees, agents or volunteers shall be excess of the indemnitee's insurance and shall not contribute with it.

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Exhibit E: Agreements Specific to the City of Carpinteria

The purpose of Exhibit E is to incorporate into this Agreement certain needs specific to the City of Carpinteria

The Santa Barbara County ("COUNTY") Sheriff's Office drafted an updated law enforcement service agreement that provides for standardized services and associated costs. To address the unique needs of each contract city, the COUNTY and the City of Carpinteria ("CITY") (jointly, "PARTIES") agreed to incorporate certain supplemental provisions into the standard Agreement for Law Enforcement Services in the CITY ("AGREEMENT").

The following provisions will supplement the AGREEMENT and are incorporated into the AGREEMENT by reference. This Exhibit E will serve as: (1) a guide for how law enforcement services are to be conducted within the CITY and (2) the basis for specific public safety projects, programs, and services to be carried out annually in the CITY.

1. **Establishment and Implementation of Goals and Objectives; Measuring Annual Performance.**

Representatives of CITY and COUNTY will meet on an annual basis to review the goals and objectives (as set forth below) and to determine appropriate implementation measures and performance indicators. The CITY and the COUNTY will determine which measures may constitute General Law Enforcement Services and which measures require additional resources, as defined in Section 3(A) of Exhibit A. COUNTY will provide CITY with a cost estimate for carrying out any measures that require additional resources such as an increase in DSUs.

Meetings and other work necessary to reach an agreement on annual implementation measures and performance indicators shall be negotiated and agreed upon before January 1 of each calendar year in order to be incorporated into CITY's Annual Work Program and Budget planning and adoption.

A. **Building Trust and Legitimacy**. Law Enforcement Services in CITY should be conducted in a manner that builds trust and legitimacy of the law enforcement agency and its personnel with all segments of the community. To accomplish this goal, COUNTY will endeavor to:

1. Use procedural justice as a guiding principle for internal and external practices for interactions with community members and visitors to the CITY.

2. Establish and maintain a culture of transparency and accountability.

3. Establish youth/school-based outreach program

4. Establish a program and/or patrol tactics that allow for regular interaction with local business owners and operators.

5. Establish programs for participation in Neighborhood Outreach efforts, in particular, programs that effectively build trust and encourage open communication with immigrants/Spanish language speakers.

6. Establish effective technology-based programs for outreach and communication with CITY residents.

B. **A Safe Community.** Law Enforcement Services in the CITY should be conducted in a manner that reinforces the CITY's reputation as a safe community for residents and supports private investment and property values. To accomplish this goal, the COUNTY will endeavor to:

1. Promote the safety of the community and a feeling of security among those that live, work, and visit the CITY, primarily through the deterrence/prevention of crime and the apprehension of offenders, providing service in a fair, honest, prompt, cooperative, helpful, sensitive and courteous manner.

2. Establish Downtown and Beach Area foot/bicycle patrol.

3. Establish effective Neighborhood and Business Watch programs.

C. **Community Policing.** Law Enforcement Services in the CITY should be conducted in a collaborative manner that effectively supports the systematic use of partnerships and problem-solving techniques to proactively address conditions that give rise to public safety issues. To accomplish this goal, the COUNTY will endeavor to:

1. Engage in multidisciplinary, community team approaches for planning, implementing and responding to crisis situations with complex causal factors.

2. Work with neighborhood residents to co-produce public safety; identifying problems and collaborating on implementing solutions that produce meaningful results for the community.

3. Conduct regular forums and meetings where all community members can interact with police and help influence programs and policy.

4. Establish and lead joint training and engagement with CITY staff and volunteers through citizen academies, ride-alongs, problem solving teams and focus groups.

5. Implement community policing strategies that support CITY's asset-based economic vitality efforts.

6. Participate in programs, in particular those programs that can be cooperatively carried out with the Carpinteria Unified School District, that address the needs of children and youth most at risk for crime or violence and that seek to avoid stigmatizing youth and marginalizing their participation in schools and the community.

II. Occupancy and Operation of the Carpinteria Station

A. Since 1992 and the establishment of the first Agreement for Law Enforcement Services in the Carpinteria between the CITY and the COUNTY, the COUNTY has leased a portion of City Hall to serve as the station for the Coastal Bureau and City of Carpinteria located at 5775 Carpinteria Ave, Carpinteria, California

("CARPINTERIA STATION") ("LEASE"). The CARPINTERIA STATION serves as the hub for law enforcement services to the City and unincorporated county areas including Montecito, Summerland, and the surrounding Carpinteria Valley.

B. PARTIES recognize that the operation of the CARPINTERIA STATION benefits both the CITY and the COUNTY and the PARTIES agree to continue operation of the CARPINTERIA STATION for the purposes described above throughout the term of this AGREEMENT.

C. As a part of the operation of the CARPINTERIA STATION, regular weekday public office hours shall be maintained. COUNTY shall endeavor to establish office hours a minimum of four days a week.

D. PARTIES also agree to meet during the term of the Agreement to review the existing Lease terms.

III. New Station

A. PARTIES agree that it is desirable to replace the current CARPINTERIA STATION with a public safety facility designed and built specifically for law enforcement services and the CITY emergency operations center.

B. PARTIES agree to work together on a plan to fund and develop a new CARPINTERIA STATION on the City Hall campus.

IV. Selection of Staff

A. In addition to the City Personnel Consultations and Recommendations listed in Exhibit A to this AGREEMENT, the CITY and the COUNTY agree that the selection, hiring, training, supervision, discipline and/or control of all Sheriff's Office personnel performing the services required by this AGREEMENT shall be at all times within the sole and exclusive discretion of the appropriate chain-of command within the Sheriff's Office. The Sheriff's Office may consult with the CITY regarding the selection of personnel to work in the CITY. COUNTY acknowledges that CITY requests tenured and/or reasonably experienced personnel with the requisite skills and knowledge to address the law enforcement needs and

concerns of the CITY in the same professional and efficient manner as they would if they were members of the CITY's own police department. CITY may also provide input on the transfer of Sheriff personnel into and out of CITY assignment.

B. The Sheriff shall, upon consultation with the CITY's Manager and/or Designee, appoint and designate a member of its department holding the rank of Lieutenant or above, as CITY Chief of Police. The CITY may also provide Sheriff with recommended or requested personnel for the Chief of Police position and the Sheriff will make a reasonable effort to accommodate such recommendation or request subject to existing resources and needs of the Sheriff's Office. The CITY may also participate and consult with the Sheriff in the process for the selection of (as applicable) the Community Resource Deputy and/or School Resource Deputy that are assigned to the CITY.

V. Significant Cost Recomputations

A, Sheriff recognizes that the CITY has little input on COUNTY labor negotiations and other costs that are passed on to cities. If the annual cost computations defined in Exhibit B will have a substantial impact. on the CITY budget, as determined by the CITY, the Sheriff will assist the CITY with staffing recommendations to limit costs in addition to the staffing recommendations listed in Exhibit A.

VI. Asset Seizures

COUNTY and the CITY agree to the following transfer of funds related to asset seizures.

A. Federal and/or State Seizure funds distributed back to the Sheriff's Office stemming from cases arising within the incorporated areas of the CITY shall be shared with the CITY in accordance with applicable State and or Federal laws, and as provided in this AGREEMENT. The CITY is responsible for executing any and all agreements, guidelines, and/or reports required under applicable State and/or Federal laws for the request for and distribution of seized assets; however, COUNTY law enforcement personnel will cooperate with and assist the CITY in preparing all required documentation. The distribution of funds obtained through asset forfeiture cases shall be divided between the CITY and COUNTY based on the following formula:

1. Cases resulting from arrests or activities of any personnel assigned as a DSU to CITY pursuant to this AGREEMENT, including a narcotics detective (menu item): 80% to CITY and 20% to COUNTY (for its administrative costs).

2. Narcotic cases resulting from narcotic investigator activity (except City funded personnel): to CITY and to COUNTY.

3. Other cases involving multiple agencies or task forces, cases originating from a jurisdiction outside the CITY, investigations where Sheriff is

assisting and not the primary agency, or large complex investigations typically requiring extensive investigative resources: Negotiated on a case by-case basis.

4. COUNTY will provide the CITY with an Asset Forfeiture Report involving cases with the CITY in June and December of every year.

Exhibit E-1
Annual Cost Computation
Fiscal Year 2019-20

Carpinteria

DSU Summary - Contract Cost

Hours Purchased 17,520

Patrol Costs	Hourly Rate	Total Contract Cost
Deputy Costs		
Deputy S&B Cost	95.23	1,668,430
Indirect Rate @ 7.51%	7.15	125,268
Cost Inflation @ 3%	3.07	53,786
Deputy S&B Cost	*105.45*	*1,847,484*
Patrol Support		
SHERIFFS SERGEANT	20.50	359,160
SHERIFFS LIEUTENANT	3.36	58,867
ADMN OFFICE PRO II	3.57	62,546
SHERIFFS COMMANDER	3.13	54,838
ADMN OFFICE PRO SR	0.96	16,819
CHIEF DEPUTY SHERIFF	0.16	2,803
SHERIFF'S SERVICE TECH-LAW ENFORCE	0.17	2,978
Indirect Rate @ 7.51%	0.02	350
Cost Inflation @ 3%	0.01	175
Patrol Support S&B	*31.88*	*558,538*
Direct Patrol S&S	*10.76*	*188,515*
Total Patrol Cost	**148.09**	**2,594,537**

Law Enforcement Support Costs (includes S&B, Indirect, Inflation, and S&S Costs)

Investigations		
General Investigations	22.73	398,230
SOD, Narcotics	4.10	71,832
SOD, Intelligence	0.86	15,067
Gang Team	0.34	5,957
SOD, High Tech Crime Unit	1.68	29,434
Total Investigations	*29.71*	*520,519*

Information Services Bureau	6.40	112,128
Forensics	5.08	89,002
Property & Evidence	2.41	42,223
Crime Analysis Unit	0.77	13,490
Cal ID Program	0.06	1,051
Total Law Enforcement Support	**44.43**	**778,414**
Hourly Contract Rate		
Menu Items		279,354
Dispatch		201,031
DSU Admin		31,473
Total Contract		**3,884,808**

Carpinteria - Menu Items Detail FY 19-20

Position	**Reimbursable Cost**
Non-Relief Community Resource Deputy	184,475
Indirect Costs	13,854
Total S&B	198,329
Patrol Support	
ADMN OFFICE PRO II	6,949
ADMN OFFICE PRO SR	1,873
CHIEF DEPUTY SHERIFF	314
CRIME SCENE TECHNICIAN I	9
EXTRA HELP SPECIAL	5
SHERIFFS COMMANDER	6,102
SHERIFFS LIEUTENANT	6,558
SHERIFFS SERGEANT	39,943
SHERIFF'S SERVICE TECH-LAW ENFORCE	338
Services and Supplies	18,934
	81,025
Total Costs	**279,354**

ATTACHMENT C

Office of the Sheriff

SANTA BARBARA COUNTY

BILL BROWN
Sheriff - Coroner

SOL LINVER
Undersheriff

HEADQUARTERS
P.O. Box 6427 • 4434 Calle Real • Santa Barbara, California 93160
Phone (805) 681-4100 • Fax (805) 681-4322
www.sbsheriff.org

November 10, 2020

STATIONS

Buellton
140 W. Highway 246
Buellton, CA 93427
Phone (805) 686-8150

Carpinteria
5775 Carpinteria Avenue
Carpinteria, CA 93013
Phone (805) 755-4452

Isla Vista
6504 Trigo Road
Isla Vista, CA 93117
Phone (805) 681-4179

Lompoc
3500 Harris Grade Road
Lompoc, CA 93436
Phone (805) 737-7737

New Cuyama
70 Newsome Street
New Cuyama, CA 93254
Phone (661) 766-2310

Santa Maria
812-A W. Foster Road
Santa Maria, CA 93455
Phone (805) 934-6150

Solvang
1745 Mission Drive
Solvang, CA 93463
Phone (805) 686-5000

Sheriff - Coroner Office
66 S. San Antonio Road
Santa Barbara, CA 93110
Phone (805) 681-4145

Main Jail
4436 Calle Real
Santa Barbara, CA 93110
Phone (805) 681-4260

COURT SERVICES
CIVIL OFFICES

Santa Barbara
1105 Santa Barbara Street
P.O. Box 690
Santa Barbara, CA 93102
Phone (805) 568-2900

Santa Maria
312 E. Cook Street, "O"
P.O. Box 5049
Santa Maria, CA 93456
Phone (805) 346-7430

Dave Durflinger, City Manager
City of Carpinteria
5775 Carpinteria Avenue
Carpinteria, CA 93013

Dear Mr. Durflinger,

The purpose of this letter is to provide the City of Carpinteria an estimated cost for fiscal year 2021-2022, as required by our current Agreement to provide Law Enforcement Services, dated July 2, 2019.

Given current economic projections, to include projected increases in both retirement and liability expenses, we are initially estimating your contract costs will increase by 5.5% for FY 21-22.

However, the Sheriff's Contract Service Bureau is simultaneously working with fiscal consultants from The Natelson Dale Group, Inc to develop improved cost methodology and fiscal reporting to contract cities. We are in the early stages of this process and will continue to update you and include you in this process. As always, any changes to the contract will require either an amendment or an updated contract.

Our goal is to be as transparent as possible during this process. Our Contract Service Bureau is working very hard to perfect the Deputy Sheriff Service Unit cost model. We looking forward to working with you and continuing to provide the best policing services within your city.

Sincerely,

#2474

Craig Bonner
Chief Deputy Law Enforcement Operations Branch

RECEIVED
NOV 16 2020
CITY OF CARPINTERIA

ATTACHMENT D

Exhibit E-3
Annual Cost Computation
Fiscal Year 2021-22

Carpinteria

DSU Summary - Contract Cost	**Hours Purchased**	18,482

Patrol Costs	**Hourly Rate**	**Total Contract Cost**
Deputy Costs		
Deputy S&B Cost	100.75	1,862,062
Indirect Rate @ 8.59%	8.65	159,869
Deputy S&B Cost	*109.40*	*2,021,931*
Patrol Support		
ADMN OFFICE PRO I	0.12	2,218
ADMN OFFICE PRO II	3.62	66,905
ADMN OFFICE PRO SR	1.87	34,561
SHERIFFS COMMANDER	3.93	72,634
SHERIFFS LIEUTENANT	5.01	92,595
SHERIFFS SERGEANT	25.81	477,020
SHERIFF'S SERVICE TECHNICIAN	1.03	19,036
Indirect Rate @ 8.59%	3.56	65,796
Patrol Support S&B	*44.95*	*830,766*
Direct Patrol S&S	*16.16*	*298,669*
Total Patrol Cost	**170.51**	**3,151,366**

Law Enforcement Support Costs (includes S&B, Indirect, Inflation, and S&S Costs)		
Investigations		
General Investigations	30.09	556,123
SOD, Narcotics	5.44	100,542
SOD, Intelligence	2.49	46,020
SOD, High Tech Crime Unit	2.46	45,466
Total Investigations	*40.48*	*748,151*
Forensics	4.50	83,169
Crime Analysis Unit	1.11	20,515
Property & Evidence	3.41	63,024
Total Law Enforcement Support	**49.50**	**914,859**
Hourly Contract Rate	**220.01**	**4,066,225**
Menu Items		266,245
Dispatch		209,541
DSU Admin		25,675
FY 19-20 True-up		774,182
3% Inflation per year		278,172
Total Contract		**5,620,041**

Carpinteria - Menu Items Detail FY 19-20 (actuals)

Position	Reimbursable Cost	Basis Hours	Full Cost	Unreimbursable Cost
Community Resource Deputy	177,033	1,571	177,033	-
Total S&B	***177,033***	***1,571***	***177,033***	-
Patrol Support				
ADMN OFFICE PRO I	196.46		396	
ADMN OFFICE PRO II	5,732.48		11,553	
ADMN OFFICE PRO II - EXH	1.38		3	
ADMN OFFICE PRO SR	2,969.61		5,985	
CUSTODIAN - EXH	2.58		5	
SHERIFFS COMMANDER	6,236.83		12,570	
SHERIFFS LIEUTENANT	7,936.70		15,996	
SHERIFFS SERGEANT	40,913.83		82,458	
SHERIFF'S SERVICE TECHNICIAN	1,637.48		3,300	
S&S Cost	23,585		23,585	
Motor Credit			-	
Total Patrol Support	***89,212***		***155,850***	
Total Menu Costs	**266,245**	**1,571**	**488,733**	-

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
February 8, 2021

ITEM FOR COUNCIL CONSIDERATION

Request for action by legislators for Financial Relief for Commercial Tenants and Landlords Impacted by the COVID-19 Pandemic

STAFF RECOMMENDATION

Action Item X; Non-Action Item ___

Approve the letters for the Mayor's signature to be sent to Representative Salud Carbajal, Senator Monique Limón, and Assembly member Steve Bennett requesting financial relief for commercial tenants and landlords impacted by the COVID-19 pandemic.

Sample Motions: I move to approve the subject letters for the Mayor's signature and transmittal.

BACKGROUND

From time-to-time the City Council elects to advocate for or take a position on state or federal legislation. As a part of each regular agenda, information from the League of California Cities is included in Council agenda materials and the Council has the opportunity to request that any legislative matter be scheduled for consideration as a part of a future Council agenda. Outside of a Council meeting, Councilmembers can individually contact the City Manager to request that a legislative matter be placed on an agenda for discussion and direction.

In January, the COVID Recovery Ad Hoc Committee (Carty, Lee) recommended letters be sent to Representative Salud Carbajal, Senator Monique Limón, and Assembly member Steve Bennett requesting action on financial relief for commercial tenants and landlords impacted by the COVID-19 pandemic.

DISCUSSION

On April 13, 2020, the City adopted urgency Ordinance No. 741, which places a temporary moratorium on evictions due to nonpayment of rent for commercial tenants. Under Ordinance No. 714, commercial tenants are protected from eviction for nonpayment of rent throughout the entire time that the City and/or State is under a declaration of emergency, but are required to repay all unpaid rent within a certain period of time once the emergency declaration expires or is revoked. There is no existing pending legislation that provides financial relief or authorizes local jurisdictions to issue financial relief to suffering commercial businesses.

Some businesses in the City have been allowed to gradually reopen with protections in place, business activities within the City are severely restricted and as a result commercial tenants are suffering from significant adverse revenue impacts. These revenue impacts stress the financial resources of business owners in the City and threaten a wave of small business closures and bankruptcies that would result in potential layoffs of City residents employed by these business and quality of life impacts for all Carpinterians.

The COVID Recovery Ad Hoc Committee is recommending City Council authorize sending letters to Representative Salud Carbajal, Senator Monique Limón, and Assembly member Steve Bennet that request support in sponsoring legislation that would provide direct assistance to lessees affected by COVID-19 restrictions limiting the use of leased space (i.e., 25% occupancy for restaurants and retail, etc.) allowed to be used for commercial purposes on state and local health officer orders. Such assistance could be in the form of direct payments to lessees (to offset lease payments) or landlords (in exchange for reducing rent for affected businesses), tax breaks, relief from mortgage payments, or other creative options that would benefit commercial businesses and landlords.

POLICY

Taking positions for or against federal or state regulations is within the purview of the City Council. For example, it is in the City's interest to monitor and take positions, as deemed appropriate by City Council, on matters that have the potential to effect the Carpinteria community and or City projects and programs necessary or desirable to serve the community.

LEGAL AND RISK MANAGEMENT

The City Attorney's office assisted in the preparation of these letters.

OPTIONS

1. Approve letters requesting action by legislators for financial relief for commercial tenants and landlords impacted by the COVID-19 Pandemic
2. Amend one or more of the draft letters
3. Decline to send one or more the draft letters

ATTACHMENTS

Letters to Representative Salud Carbajal, Senator Monique Limón, and Assembly member Steve Bennet requesting financial relief for Cities with commercial tenants impacted by the COVID-19 pandemic.

Staff contact: Mimi Audelo, Program Manager
(805) 755-4401, mimia@ci.carpinteria.ca.us

Signature

Staff contact: Dave Durflinger, City Manager
(805) 755-4400, daved@ci.carpinteria.ca.us

Signature

CITY of CARPINTERIA, CALIFORNIA

February 8, 2021

Representative Salud Carbajal
360 S. Hope Ave., Suite C-301
Santa Barbara, CA 93105
Phone: (805) 730-1710

Re: Financial Relief for Commercial Tenants and Landlords Impacted by the COVID-19 Pandemic – Request for Action

Dear Representative Salud Carbajal:

The City of Carpinteria ("City") urges additional action that would authorize funding and provide financial relief to commercial tenants and landlords impacted by the COVID-19 pandemic.

On April 13, 2020, the City adopted urgency Ordinance No. 741 which places a temporary moratorium on evictions due to nonpayment of rent for commercial tenants. Under Ordinance No. 714, commercial tenants are protected from eviction for nonpayment of rent throughout the entire time that the City and/or State is under a declaration of emergency, but are required to repay all unpaid rent within a certain period of time once the emergency declaration expires or is revoked. The City has also undertaken various additional actions to help its local businesses, including providing over $130,000.00 in small business grants, allowing restaurants and other businesses to expand into the public right-of-way and private parking lots, and developing and advertising a successful "buy local" campaign. Although some businesses in our City have been allowed to gradually reopen with protections in place, business activities within the City are severely restricted and as a result commercial tenants are suffering from significant adverse revenue impacts.

The City understands that the Coronavirus Aid, Relief and Economic Security Act ("CARES Act") and Consolidated Appropriations Act of 2021 (together, the "COVID Relief Legislation") were enacted in part to provide funds to small businesses for expenses including payroll, interest payments on mortgages, rent and utilities, and to certain community development financial institutions. However, the financial support that the COVID Relief Legislation provides is limited in duration and reach. The COVID Relief Legislation fails to take into account how these long term revenue impacts stress the financial resources of commercial landlords and business owners in the City. Without additional financial relief, a wave of business closures and bankruptcies threaten massive layoffs and quality-of-life impacts for all Carpinterians.

To mitigate these community-altering impacts, the City requests that you support or sponsor legislation that would provide direct assistance to lessees affected by COVID-19 restrictions that limit the use of their leased space (i.e., 25% occupancy for restaurants and retail, etc.) pursuant to state and local health officer orders. Such assistance could be in the form of direct payments to lessees (to offset lease payments) or landlords (in exchange for reducing rent for affected businesses), tax breaks, relief from mortgage payments, or other creative options. The City implores you to support or sponsor legislation that would include these considerations and offer flexible financial incentives that would benefit commercial tenants and landlords in the longer term, beyond the offerings of the COVID Relief Legislation.

We would also appreciate your assistance with connecting us to any of your colleagues that are working on legislative proposals within the realm of our concerns. Should you have questions about the City's

concerns or to advise us about other legislators working on commercial tenant protections and rent relief, please contact City Manager Dave Durflinger at (805) 755-4400 or daved@ci.carpinteria.ca.us. The City has also formed a City Council committee dedicated to guiding the City on COVID-19 recovery related actions and would welcome the opportunity to work collaboratively with you or any of your colleagues in brainstorming creative and effective solutions and/or drafting legislation.

Thank you for your consideration.

Sincerely,

Wade Nomura
Mayor, City of Carpinteria

CITY of CARPINTERIA, CALIFORNIA

February 8, 2021

The Honorable Senator Monique Limón
State Capitol, Room 3092
Sacramento, CA 95814

Re: Financial Relief for Commercial Tenants and Landlords Impacted by the COVID-19 Pandemic – Request for Action

Dear Honorable Senator Monique Limón:

The City of Carpinteria ("City") urges action that would authorize funding and provide financial relief to commercial tenants and landlords impacted by the COVID-19 pandemic. The City respectfully urges your sponsorship of any bill that would authorize appropriation to this cause from Governor Newsom's $227.2 billion budget proposal for the 2021-22 fiscal year, which is expected to prioritize COVID-19 recovery efforts.

Governor Newsom issued Executive Order N-80-20, extending through March 31, 2021, which allows local governments to impose moratoriums on commercial evictions and protections for commercial tenants who are unable to pay their rent because of the COVID-19 pandemic. On April 13, 2020, the City adopted urgency Ordinance No. 741 which places a temporary moratorium on evictions due to nonpayment of rent for commercial tenants. Under Ordinance No. 714, commercial tenants are protected from eviction for nonpayment of rent throughout the entire time that the City and/or State is under a declaration of emergency, but are required to repay all unpaid rent within a certain period of time once the emergency declaration expires or is revoked. The City has also undertaken various additional actions to help its local businesses, including providing over $130,000.00 in small business grants, allowing restaurants and other businesses to expand into the public right-of-way and private parking lots, and developing and advertising a successful "buy local" campaign.

Although some businesses in the City have been allowed to gradually reopen with protections in place (including strict restrictions on occupancy), business activities within the City are severely restricted and as a result commercial tenants are suffering from significant adverse revenue impacts. These revenue impacts stress the financial resources of business owners in the City and threaten a wave of small business closures and bankruptcies that would result in potential layoffs of City residents employed by these businesses, as well as quality of life impacts for all Carpinterians.

Although recent legislation and appropriations dedicate money to the payment and repayment of residential rent for tenants impacted by COVID-19, there is no existing pending legislation that provides financial relief for similarly impacted commercial tenants and landlords. With the failure of Senate Bill 939 that would have offered eligible commercial tenants options to augment their financial obligations under their leases, commercial tenants face dire circumstances without rent relief alternatives. To mitigate these community-altering impacts, the City requests that you support or sponsor legislation that would provide direct assistance to commercial tenants or landlords affected by COVID-19 restrictions that limit the use of their leased space (i.e., 25% occupancy for restaurants and retail, etc.) pursuant to state and local health officer orders. Such assistance could be in the form of direct payments to commercial tenants (to offset lease payments) or landlords (in exchange for reducing rent for affected businesses), tax breaks, relief from mortgage payments, or other creative options.

When Governor Newsom released his $227.2 billion budget proposal for the 2021-22 fiscal year, he signaled the Legislature to take early action on grant programs for certain sectors impacted by the COVID-19 pandemic. The City strongly urges that this early action prioritize appropriations in light of the economic disaster looming over commercial tenants and landlords. The City implores you to include commercial tenants and landlords in the budget proposal to equip Carpinterians against further exacerbation of financial insecurities foreshadowed by the continuing pandemic.

Should you have questions about the City's concerns or to advise us about other legislators working on commercial tenant protections and rent relief, please contact City Manager Dave Durflinger at (805) 755-4400 or daved@ci.carpinteria.ca.us. The City has also formed a City Council committee dedicated to guiding the City on COVID-19 recovery related actions and would welcome the opportunity to work collaboratively with you or any of your colleagues in brainstorming creative and effective solutions and/or drafting legislation.

Thank you for your consideration.

Sincerely,

Wade Nomura
Mayor, City of Carpinteria

CITY of CARPINTERIA, CALIFORNIA

February 8, 2021

The Honorable Assembly Member Steve Bennett
101 W. Anapamu, Suite A
Santa Barbara, CA 93101

Re: Financial Relief for Commercial Tenants and Landlords Impacted by the COVID-19 Pandemic – Request for Action

Dear Honorable Assembly Member Steve Bennett:

The City of Carpinteria ("City") urges action that would authorize funding and provide financial relief to commercial tenants and landlords impacted by the COVID-19 pandemic. The City respectfully urges your sponsorship of any bill that would authorize appropriation to this cause from Governor Newsom's $227.2 billion budget proposal for the 2021-22 fiscal year, which is expected to prioritize COVID-19 recovery efforts.

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Thank you for your consideration.

Sincerely,

Wade Nomura
Mayor, City of Carpinteria

Action Center

Welcome to the Action Center, where you can find a list of current legislative proposals that need your advocacy!

The League of California Cities is its strongest when joined by the voices of members and coalition partners. The League's legislative and regional public affairs teams are here to work hand-in-hand with members to protect local control and stand up for city interests.

Should you have any questions or would like to recieve a copy of the Action Alert, please contact your Regional Public Affairs Manager.

We appreciate your support!

*** **NOTE** ***

The Legislature has a recently changed letter submission process that requires
ALL LETTERS TO BE UPLOADED INTO A NEW ELECTRONIC PORTAL.
The portal will automatically send letters to the author's office and the committee(s) of jurisdiction.

1. Please visit https://calegislation.lc.ca.gov/advocates/ to create an account and upload this letter. If you are having difficulty accessing the portal, please contact Meg Desmond at (916) 658-8224.
2. In addition to submitting the letter through the portal, please send a physical copy to your Legislator(s), and and email a copy to cityletters@cacities.org, as well as your Regional Public Affairs Manager.

AB 685 (Reyes) Occupational Safety: COVID-19 Exposure: Notification. This bill would create an onerous and comprehensive set of reporting requirements for all California employers when an employee is exposed to COVID-19.
AB 685 (Reyes) Sample Letter

SB 776 (Skinner) Police Officers. Release of Records. This bill expands the categories of police and custodial personnel records subject to disclosure pursuant to the California Public Records Act (CPRA).
SB 776 (Skinner) Sample Letter

SB 1383 (Jackson) Unlawful Employment Practice: Family Leave. This bill would require any employer, public or private, with five or more employees to provide 12-weeks of protected leave each year and threatens them with litigation for any unintentional mistake.
SB 1383 (Jackson) Sample Letter

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In addition to submitting the letter through the portal, please send a digital copy to your legislator(s), and continue to send a copy by email to your Regional Public Affairs Manager, and the League's city letter account (cityletters@cacities.org).

CITY LETTERHEAD

DATE

The Honorable Eloise Reyes
California State Senate
State Capitol Building, Room 2175
Sacramento, CA 95814

RE: **AB 685 (Reyes) Occupational Safety: COVID-19 Exposure Notification**
Notice of Opposition

Dear Assemblymember Reyes,

The City/Town of _____ must respectfully oppose AB 685, which creates an onerous and comprehensive set of reporting requirements for all California employers when an employee is exposed to COVID-19. While it is certainly a valid concern to ensure our public sector workforce is notified of potential COVID-19 exposure, this measure sets an incredibly aggressive timeline for notification, creates compliance challenges through the use of ambiguous thresholds and establishes significant financial and misdemeanor penalties per violation. Our objections to this measure are rooted in policy, operational cost, and economic consequences that will inevitably face virtually every local government agency and community should this measure be signed into law.

Timeline and Workload:
Right now, public employers are dealing with record revenue losses while also trying to support the highest demand on our services in recent memory. This entire notification process must be completed within 24 hours of an employer being informed of an employee exposure. Such a tight timeline is unrealistic and would be virtually impossible to comply with. Additionally, the measure requires employers to make reasonable efforts to inform each employee and employee bargaining unit representative verbally. However, "reasonable efforts" are not defined in the measure. Such ambiguous language and lack of definitions will result in compliance challenges, costly fines, and litigation.

AB 685 will result in a flood of ongoing reporting requirements for public employers who, even with the best intent will be subject to hundreds of thousands in potential violations due to the complexities of the proposed reporting system, the ambiguous definitions and low trigger thresholds for reporting.

If applicable, describe how this mandate would impact your budget and add to your already strained workload capacities.

Cost:
Local agencies are required by law to balance their budgets, leaving essential services on the chopping block. This means fewer firefighters and police officers to answer emergency calls, reduced garbage pickup frequency, and limited opening hours for parks and senior centers. AB 685 adds to this burden by creating a $10,000.00 per violation fine for failure to comply with even one step of this reporting process within 24 hours. With ambiguous and undefined terms, it is likely that most local agencies will be subjected to countless fines — even when making a good faith effort to fully comply and keep their employees safe.

Private Attorney Generals Act:
AB 685 is amending the Labor Code and because public entities are explicitly listed, public agencies could be subject to the Private Attorney Generals Act (PAGA) related litigation for an unfair labor practices claim. This is a swift departure from current law that by and large exempts public employers from PAGA related claims and costs associated with litigation.

For these reasons, the CITY/TOWN of _____ opposes AB 685 (Reyes).

Sincerely,

NAME
TITLE
CITY/TOWN of _____

cc: The Honorable Eloise Reyes (Automatically sent via portal)
Your Senator & Assembly Member
Your League Regional Public Affairs Manager (via email)
League of California Cities, cityletters@cacities.org

ALL LETTERS MUST BE UPLOADED INTO THE ELECTRONIC PORTAL. The portal automatically sends letters to the author's office and the committee(s) of jurisdiction. Please visit https://calegislation.lc.ca.gov/advocates/ to create an account and upload the letter. If you are having difficulty accessing the portal, please contact Meg Desmond at 916-658-8224.

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CITY LETTERHEAD

DATE

The Honorable Nancy Skinner
California State Senate
State Capitol Building, Room 5094
Sacramento, CA 95814

RE: **SB 776 (Skinner) Peace Officers. Release of Records**
Notice of OPPOSITION *(As Amended 08/24/20)*

Dear Senator Skinner,

The City/Town of _____ must respectfully oppose Senate Bill 776. Similar to early iterations of SB 1421 (Skinner, 2018), this measure is excessive in the types of personnel records it makes subject to disclosure, overly punitive in the imposition of civil fines and other monetary damages levied on local agencies when records are not disclosed, and unnecessarily burdensome in requiring local agencies to indefinitely retain all records.

The City/Town of _____ supports maintaining the confidentiality of personnel matters and protecting public safety personnel discipline records from public disclosure, as appropriate.

As written, SB 776 would unjustifiably expand SB 1421 by providing for the disclosure of police personnel records for incidents involving use of force, regardless of whether the officer was exonerated or if a complaint was not sustained. This provision is neither practical from an administrative standpoint nor helpful toward the objective of fostering trust between law enforcement and the communities they serve. In fact, the release of officer records for incidents involving any use of force, especially those in which the officer is entirely within departmental policy, will generate the misperception that there was "something wrong" with the officer's conduct.

Another alarming provision in this measure is the mandated disclosure of non-sustained findings against officers for allegations of dishonesty. Current law allows the release of such information when there is a "sustained finding," meaning that it was determined through an internal or criminal investigation that

the incident not only occurred, but that the officer was found to have violated department policy or statute. The City/Town of _____ believes that maintaining this standard will ensure that information is not released without proper findings, thereby balancing an officer's right to privacy with the need for continued transparency.

As a means of enforcing this far-reaching disclosure policy, SB 776 would impose a civil fine of up to $1,000 per day, for each day beyond 30 days that records subject to disclosure are not disclosed. This provision is overly punitive, as it does not account for the practical challenges of complying with the required timelines of this measure, particularly for smaller cities and police departments with limited personnel who are already facing the prospect of cutting services and staff in the wake of the COVID-19 pandemic.

Aside from the measure's proposed expansive disclosure requirements, SB 776 would additionally force local law enforcement agencies to retain, indefinitely, all complaints currently in their possession. Cities would be forced to pay for local police departments' additional data storage space, as well as hire additional staff to sort through the numerous complaints exempt from disclosure under the California Public Records Act, but mandated to be retained under SB 776 in order to respond to public records act requests. Such a change will only exacerbate the budget crisis facing cities as a result of the COVID-19 pandemic.

PLEASE CITE SPECIFIC CONCERNS AND HOW YOUR CITY WILL BE AFFECTED BY THIS BILL HERE.

In order to encourage and facilitate compliance with new transparency and ethics requirements, state laws should be consistent, avoid redundancy, and be mindful of the practical challenges associated with implementation.

California's communities can benefit from continued dialogue around law enforcement review and discipline. Unfortunately, this measure is not limited in how it would open police officer personnel records to the public. This policy imbalance that prioritizes public disclosure of records over an officer's privacy, regardless of whether they were proven to have exhibited proper conduct, is disconcerting.

For these reasons, the City/Town of _____ opposes SB 776.

Sincerely,

NAME
TITLE
CITY/TOWN of _____

cc. Your Senator & Assembly Member
Your League Regional Public Affairs Manager (via email)
League of California Cities (Via email: cityletters@cacities.org)

NOTE – The Legislature has a new letter submission process that requires **ALL LETTERS TO BE UPLOADED INTO A NEW ELECTRONIC PORTAL**. The portal will automatically send letters to the author's office and the committee(s) of jurisdiction. Please visit https://calegislation.lc.ca.gov/advocates/ to create an account and upload this letter. If you are having difficulty accessing the portal, please contact Johnnie at our office jpinia@cacities.org .

In addition to submitting the letter through the portal, please send a digital to your Legislator(s), and continue to send a copy by email to your Regional Public Affairs Manager, and the League's city letter account (cityletters@cacities.org).

CITY LETTERHEAD

DATE

The Honorable Hannah-Beth Jackson
California State Senate
State Capitol Building, Room 2032
Sacramento, CA 95814

RE: **SB 1383 (Jackson) Unlawful Employment Practice: Family Leave. [As Amended June 29, 2020]**
Notice of Opposition

Dear Senator Jackson,

The City/Town of _____ must respectfully oppose SB 1383, which requires any employer, public or private, with five or more employees to provide 12-weeks of protected leave each year and threatens them with litigation for any unintentional mistake. Our objections to this measure are rooted in policy, operational cost, and economic consequences that will inevitably face virtually every local government agency and community should this measure be signed into law.

Current Circumstances:
Right now, public employers are dealing with record revenue losses while also trying to support the highest demand on our services in recent memory. This bill would make managing city workloads with an already diminished capacity much more difficult. ***If applicable, describe how increased labor mandates are making it financially difficult to provide services in your city.***

The success of local governments is tied to the success of our local economies. If already struggling and hard hit businesses are facing the prospect of additional labor mandates that make their decision to open up again or continue operations that can be devastating to our communities and our long term tax bases that we rely on to fund the critical services we provide.

Private Right of Action
The leave mandated under SB 1383 is enforced through a private right of action that includes compensatory damages, injunctive relief, declaratory relief, punitive damages, and attorney's fees. Any employee who believes an employer did not properly administer the leave, interfered with the leave, or denied the leave, can face litigation. A lawsuit diverts resources from critical

services and occupies staff time that could be spent supporting the community during this pandemic.

For these reasons, the CITY/TOWN of _____ opposes SB 1383 (Jackson).

Sincerely,

NAME
TITLE
CITY/TOWN of _____

cc: The Honorable Hannah-Beth Jackson (Automatically sent via portal)
Your Senator & Assembly Member
Your League Regional Public Affairs Manager (via email)
League of California Cities, cityletters@cacities.org

Ninth Circuit Court of Appeals affirms city not liable for tenant decisions on who can use space

Court ruling sides with amicus brief filed by the League of California Cities

January 27, 2021

The Ninth Circuit Court of Appeals issued a favorable decision Monday, Jan. 25, in a case in which the League of California Cities filed a friend-of-the-court brief.

The case arose in connection with a lease agreement between the city of Pasadena and the Western Justice Center, under which the center leases the historic Maxwell House from the city, and has the authority to rent the Maxwell House for community meetings. As per the agreement, the center agreed to rent the space to an external group, but then subsequently cancelled the rental agreement after learning that the group had invited a speaker with views "antithetical to the values of the Center."

The external group, the Pasadena Republican Club, sued both the center and the city of Pasadena, alleging that the cancellation amounted to "viewpoint discrimination and religious belief discrimination" under the First Amendment. The city argued that it could not be held liable because the cancellation was not caused by an official policy or custom of the city. Rather, the cancellation was the discretionary decision of the city's tenant, who was not acting on behalf of the government and therefore cannot violate the First Amendment.

The district court agreed with the city, and the external group appealed.

On appeal, Cal Cities filed an amicus brief in support of the city, urging the Ninth Circuit Court of Appeals to uphold the decision of the district court.

In an important win for cities, the Ninth Circuit affirmed the district court's decision. The Court held, in a published opinion, that the city is not liable for the discretionary decisions made by its tenant, the Western Justice Center. The Court explained that the city did not delegate final policymaking authority to the center; it simply rents the space, giving the center the right to occupy the Maxwell House and exercise its own discretionary authority.

Cal Cities joins coalition of counties, special districts, and schools to protect property tax collection; provide relief to most in need

January 27, 2021

To preserve local governments' ability to maintain the delivery of services during the pandemic, the League of California Cities joined a coalition of county and school representatives to urge Gov. Gavin Newsom to retain the April 10 deadline for property tax payments.

Upholding the payment deadline is critical for the continuity of local government services.

In addition to Cal Cities, the coalition includes the California State Association of Counties, the Rural Counties Representatives of California, the Urban Counties of California, the California School Boards Association, the California Association of School Business Officials, the Association of California School Administrators, the California Special Districts Association, and the California Association of County Treasures and Tax Collectors. The coalition formed in response to California business interests' repeat request to the Governor and state Legislature to delay the April 10, 2021 property tax payment deadline. The coalition of local agencies are requesting that the Governor and the Legislature hold firm on the deadline, and continue the additional relief protections established through Executive Order (EO) N-61-20 and adopted throughout the state.

EO N-61-20 provides counties with the authority needed to forgive any penalties and interest associated with a taxpayer's hardship to pay timely, which includes small businesses who need extra time to pay without being penalized. The EO is being implemented smoothly and is working as intended.

A blanket delay of the collection would harm cities' ability to provide core services at the expense of those in high-need and high-risk categories in our communities. Cities rely on the cash flow from property tax collection each April to meet their expenditure needs up until the December installment. Summer months are times where local agencies require liquidity for capital projects and bond payments. Disruptions to that liquidity have immediate and dire consequences. Further, bonded indebtedness secured by real property relies on the payment

dates identified in statute. If those funds are not collected timely, a technical default could occur, jeopardizing future bond structures and potentially triggering demand notices on the debt holders.

California's local agencies are working diligently to maintain essential services and infrastructure during this ongoing and unprecedented public health emergency. Holding the deadline, while providing authority for targeted and individual relief, has proven effective in getting help to those who need it while keeping cities solvent and in a position to continue to provide critical services.

To date, California cities have spent hundreds of millions of dollars supporting small businesses through direct grants and utility relief. At a time of great uncertainty, Cal Cities supports additional state and federal relief to Californians residents and businesses who have demonstrated need. The viability and continuity of cities, counties, schools, and special districts is key to an upward bound recovery.

A copy of the Coalition letter can be found here.

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January 22, 2021

The Honorable Gavin Newsom
Governor, State of California
State Capitol
Sacramento, CA 95814

The Honorable Anthony Rendon
Speaker, California State Assembly
State Capitol, Room 219
Sacramento, CA 95814

The Honorable Toni Atkins
President Pro Tem, California State Senate
State Capitol, Room 205
Sacramento, CA 95814

Honorable Members, California State Legislature
State Capitol
Sacramento, CA 95814

RE: Retaining the April 10, 2021 Property Tax Deadline

Dear Governor Newsom, President *Pro Tem* Atkins, Speaker Rendon, and Members of the Legislature:

California's local agencies are working diligently to maintain essential services and infrastructure during this ongoing and unprecedented public health emergency. Our organizations, representing all levels of local government in the State, are once again urging you to retain the April 10, 2021 deadline for property tax payments.

You are in receipt of a letter from California business interests that includes several requests for economic relief; a request to move the April 10, 2021 payment deadline is included in that letter to you. We urge you to reject that request, for a second time. In Executive Order N-61-20, you have provided counties with the authority needed to forgive any penalties and interest associated with a taxpayer's hardship to pay timely, and that includes small businesses who need extra time to pay without being penalized. That executive order is being implemented smoothly and is working as intended. There is simply no reason to move the deadline for all taxpayers, as requested by many in the business community.

Counties, cities, schools, and special districts rely on the cash flow from property taxes in April to meet all their expenditure needs up until the December installment. Summer months are times where local agencies require liquidity for capital projects, bond payments, etc. Disruptions to that liquidity have immediate and dire consequences.

When EO N-61-20 was issued, it was clear that the Governor and Legislators understood completely how critical upholding the payment deadline was for the continuity of local governments. After 10 months of navigating this pandemic and managing budgets to ensure reimbursable expenditures could be paid timely, even if reimbursement could be weeks or months away, it is truly unfathomable to contemplate such a massive disruption in local funding. Further, bonded indebtedness secured by real property relies on the payment dates identified in statute. If those funds are not collected timely, a technical default

could occur, jeopardizing future bond structures and potentially triggering demand notices on the debt holders.

While we certainly appreciate and sympathize with the many businesses struggling to stay viable in this crisis, local agencies cannot simply close their doors and cease offering their services. Schools must continue to function, even in distance learning; counties must continue to provide for public health and safety, cities and special districts must continue to deliver services. We cannot simply close up, and we cannot skip payroll or debt obligations. Your partnership in upholding the deadline, while providing authority for targeted and individual relief, has been effective in getting help to those who need it but keeps government functioning and solvent. For these reasons, we ask for your continued partnership regarding property tax payment deadlines.

Thank you.

Respectfully,

Darby Kernan
Deputy Executive Director
California State Association of Counties
916-327-7500

Carolyn M. Coleman
Executive Director
League of California Cities
916-658-8200

Carlos Machado
Legislative Advocate
California School Boards Association
916-669-2552

Neil McCormick
Chief Executive Officer
California Special Districts Association
916-442-7887

Dan Mierzwa
Treasurer & Tax Collector, Yuba County
Legislative Chair, California Association of County Treasurers and Tax Collectors
530-749-7840

Jean Kinney Hurst
Legislative Advocate
Urban Counties of California
916-327-7531

Paul A. Smith
Senior Vice President, Governmental Affairs
Rural County Representatives of California
916-447-4806

Sara C. Bachez
Chief Governmental Relations Officer
California Association of School Business Officials
916-447-3783

Governor Newsom's proposed 2021-22 State Budget prioritizes funding to support COVID-19 recovery effort, but lacks significant fiscal support for cities

January 8, 2021

Gov. Gavin Newsom unveiled Friday a record-breaking $227.2 billion budget proposal for the 2021-22 fiscal year.

(updated on Jan. 13, 2021)
The proposed budget includes a $164.5 billion General Fund and projects $34 billion in total reserves and surplus. The budget significantly restores the state's rainy day fund, and economic support reserves that were diminished last year. A surplus of $15 billion, largely in one-time funds, are available for spending to address COVID-19 and support resilience and recovery. During his press conference, the Governor said his budget proposal focused on the "most urgent needs" of Californians, including vaccinations, the safe reopening of schools, support for small businesses, money in the pockets of Californians, and wildfire preparedness.

The budget features the highest investment ever in public schools, $4.5 billion to accelerate recovery and job creation in the state and $370 million to expedite the delivery of COVID-19 vaccinations. The budget also includes $1 billion to reduce wildfire risk and improve forest health, signaling continued focus on managing the state's growing wildfire threats amid the coronavirus pandemic and its economic fallout.

As part of his budget, the Governor is asking lawmakers to approve a roughly $5 billion "early action" proposal, which includes $2.4 billion to send $600 payments to low-income families, $2 billion to reopen schools, and nearly $650 million in grants for businesses impacted by the pandemic.

Read Cal Cities Executive Director and CEO Carolyn Coleman's statement in response to the budget proposal, and Cal Cities' analysis of the budget below.

Housing, Community and Economic Development

- Proposes to extend the evictions moratorium by an unspecified date to provide additional time to expend the $2.6 billion in federal aid to assist low-income renters.
- Creates a new Housing Accountability Unit within the Department of Housing and Community Development (HCD) to provide technical assistance, monitor cities land use

practices, and enforce existing housing laws. Provides $4.3 million for technical assistance.

- $2 million to the Department of Fair Employment and Housing to conduct education campaigns, housing surveys, and prosecute violations of California's fair housing laws.
- $500 million to the Infill Infrastructure Grant Program, which provides grants to local governments and developers to spur housing construction.
- $500 million to the Low-Income Tax Credit Program, which helps fund affordable housing projects.
- $8.5 million to the California Workforce Development Board to expand state-approved construction apprenticeships.
- $2.7 million to HCD to implement AB 434 (Daly, Statutes of 2020), which streamlines multiple housing programs into one application.
- $750 million to expand Homekey, which provides grants to local governments to acquire and rehabilitate housing, including hotels and motels, to convert them into interim or long-term housing.
- $750 million, over three years, to the Department of Health Care Services to provide grants to counties for behavioral health treatment resources.
- $250 million to the Department of Social Services for acquisition and rehabilitation of Adult Residential Facilities and Residential Care Facilities to expand housing for low-income seniors.

Environmental Quality

- $1.3 billion Cap-and-Trade expenditure plan that includes funding for safe drinking water, electric vehicle deployment, community air quality protection, and forest health management.
- $1 billion to support the Forest Management Task Force's Wildfire and Forest Resiliency Action Plan, including:
  - $323 million for proposed early action to accelerate fire prevention projects.
  - $50 million for the Climate Catalyst Fund within the California Infrastructure and Economic Development Bank to support climate smart agriculture loans to advance climate change-related projects including methane reduction and circular economy projects.
  - Funding for forest health, urban forestry, fire prevention grants, and home hardening programs.
- $256 million to the California Office of Emergency Services to fund the California Disaster Assistance Account. These funds assist local governments to serve their

communities in the wake of emergency events.

- $5 million to expand pilot programs to increase consumer redemption in communities underserved by recycling centers.

Revenue and Taxation

- $2.4 billion for an additional $600 state payment to low-income workers, which may have downstream positive effects on local revenue from increased consumer spending.
- $575 million for small businesses and non-profit grants.
- Proposes significant tax credits/exclusions that may impact local sales and property tax revenues, including those for advanced energy projects and zero-emission vehicle charging stations.

Transportation, Communications, and Public Works

- $2.4 billion for the State Transportation Improvement Program, which provides funding for future multimodal transportation improvements.
- $1.5 billion for infrastructure and incentives to support the implementation of the state's zero-emission targets, with $1 billion in future revenues for electric vehicle charging and hydrogen fueling stations, and $465 million in Cap-and-Trade funding to improve access to new and used zero-emission vehicles.
- Forecasts fuel excise tax revenues are expected to be lower than pre-pandemic forecasts by a total of $1.5 billion through 2024-25.
- $1.3 billion to support transit and rail, including $667 million in State Transit Assistance,
- $1 billion to address traffic congestion, $900 million to provide projects that support walking and biking and $800 million for partnerships with local transportation agencies.
- $487 million for Transit and Intercity Rail Capital Program, and $107 million for the Low Carbon Transit Operations Program.
- $353.9 million over the next five years for broadband infrastructure improvements and systemwide technology investments.
- $52 billion in state infrastructure investments.

Governance, Transparency and Labor Relations

- $14.4 million and 70 positions for the Division of Occupational Safety and Health to hire additional workplace safety inspectors.
- $8.6 million and 43 positions to enforce recently enacted legislation to enhance workers' compensation access for public safety and healthcare workers.
- $5.5 billion one time for the statutorily required pension contributions on behalf of the state and an additional $1.5 billion to reduce the state's unfunded liability.

- There is no proposal or funding proposed to assist public agencies with their pension or retiree health care costs.

Public Safety

- Significant investments to enhance the Department of Forestry and Fire Protection's fire prevention and suppression capacity:
  - $2.9 billion for 8,735.1 positions
  - $143.3 million for additional fire crews
  - $48.4 million to support the phasing in of new firefighting aircrafts
- $323 million for early action in the spring to accelerate wildfire prevention projects before next fire season.
- $153.8 million in the Cannabis Control Fund to reflect the consolidation of the functions and positions of the Bureau of Cannabis Control, the Department of Food and Agriculture, and the Department of Public Health into a new stand-alone Department of Cannabis Control within the Business, Consumer Services, and Housing Agency on July 1, 2021.
- Increases Proposition 64 allocation by $146.2 million, with an estimated $443.1 million available for youth education, prevention, early investment, treatment, environmental impacts of illegal cannabis cultivation, and other public safety-related activities.
- $72.2 million in ongoing General Fund dollars, an increase of 3.7 percent from the 2020 Budget Act, to assist courts in continuing to provide fair and timely access to justice during COVID-19.
- $13.5 million ongoing to the Department of Justice to create three teams to investigate officer-involved shootings that result in the death of an unarmed civilian.
- Proposes closing a second state-operated prison in 2022-23. California Department of Corrections and Rehabilitation is already planning to close Deuel Vocational Institution (Tracy, CA) by Sept. 2021, achieving savings of $113.5 million General Fund in 2021-22, and $150.6 million General Fund beginning in 2022-23.

Community Services

- $3.1 billion in local assistance funding for various child care programs.
- $82 million to support the 'Parks for All' initiative.
- $25 million to continue the Great Plates Delivered senior meals program.
- $5 million to implement the Master Plan for Aging in 2021.
- $5 million to provide grants to local libraries to support early learning and after-school programs.
- $1 million to support the online purchase and delivery of library books through the Zip

Cal Cities supports broadband measures that seek to close the digital divide

Efforts bolster 2021 strategic advocacy priorities to advance broadband deployment

January 27, 2021

On the first day of the 2021 legislative session, Sen. Lena Gonzalez (D-Long Beach) and Assembly Member Cecilia Aguiar-Curry (D-Winters) introduced legislation to make significant changes to the California Advanced Services Fund (CASF) in an effort to close the digital divide and further the state's broadband goals.

Cal Cities has taken support positions on both AB 14 (Aguiar-Curry) and SB 4 (Gonzalez). These efforts complement Cal Cities 2021 Strategic Priorities, which seek to increase state and federal funding for broadband deployment to enhance workforce and economic development and improve quality of life.

The CASF is a critical state funding source for broadband infrastructure. The CASF is administered by the California Public Utilities Commission (CPUC) and helps fund projects that provide broadband services in unserved and underserved areas. Funding for the CASF stems from a surcharge on revenues collected by telecommunications companies.

AB 14 (Aguiar-Curry) and SB 4 (Gonzalez) would ensure the ongoing collection of the existing CASF surcharge beyond the original 2022 sunset date, and make it easier for local governments to access these infrastructure grants. Currently, local governments are only able to apply for CASF grants if no other entities apply. Both bills would also create Broadband Bond Financing and Securitization Accounts to fund broadband infrastructure deployment by local governments. These funding opportunities would allow local governments to continue to play a vital role in deploying broadband infrastructure in their communities.

In addition to these essential funding opportunities, these measures would expand the definition of "unserved." Expanding this definition increases eligibility for CASF grants, which are currently reserved for areas with internet at dial-up speeds or lower, leaving out many communities where Californians struggle to stay connected with slightly faster but still obsolete speeds.

Cal Cities strongly supports both AB 14 (Aguiar-Curry) and SB 4 (Gonzalez) and stands ready to work with the Legislature to further the state's broadband goals while implementing them in a way that will work for cities.

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Cal Cities and CSAC Release HUTA and RMRA Estimates for Proposed FY 2021-22 State Budget

January 27, 2021

The League of California Cities and California State Association of Counties (CSAC) provided new revenue estimates following Gov. Gavin Newsom's Proposed FY 2021-22 State Budget released on Jan. 8 including for transportation tax revenues.

Updated information is available with city and county estimated allocations of Local Streets and Roads (LSR) funds to cities and counties through the Highway Users Tax Account (HUTA) and the Road Maintenance and Rehabilitation Account (RMRA) for the current FY 2020-21 and budget year 2021-22.

These figures should be used by your agency for budgeting these funds and will be updated in May when DOF releases updated revenue estimates with the Governor's May Budget Revision.

Items for cities to note include:

- Section 2103-2107 HUTA estimates for the current FY 2020-21 year are about 1.8 percent lower than previously projected in May 2020, but show a 6.3 percent growth over the prior year FY 2019-20 actual receipts. Section 2103-2107 revenues are projected to increase by 7.6 percent in FY 2021-22 as the effects of the COVID-19 pass.
- RMRA revenue estimates for FY 2020-21 are 3.8 percent higher than May 2020 estimates. These revenues are projected to increase in FY 2021-22 by 9.5 percent.
- In total (HUTA and RMRA), local streets and roads revenues to cities and counties are estimated to increase 0.6 percent in the current FY 2020-21 year over the prior year FY 2019-20 and by 8.4 percent in FY 2021-22 over the current year.

A full report explaining all city and county formula based local streets and roads allocations from the state, along with an explanation of the new revenues and detailed tables with updated estimates for each city and county is available on the California Local Government Finance Almanac.