

**City of Carpinteria
City Council Meeting
Monday, March 22, 2021**

Virtual Meeting

5:30 p.m. Regular Meeting

***Amended Agenda**

**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

PLEDGE OF ALLEGIANCE

INTRODUCTIONS, PROCLAMATIONS AND PRESENTATIONS

1. Presentation of a Proclamation Designating April as Carpinteria Beautiful Month to Bryan Mootz, President of Carpinteria Beautiful.
2. Presentation of a Proclamation Designating April as Donate Life California Month.

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:

3. Approve the minutes of the regular City Council meetings of December 14, 2020, January 11, 2021; January 25, 2021; February 8, 2021; February 22, 2021; and March 8, 2021.
4. Receive and file the Monthly Report of Contracts Executed by City Manager.
5. Receive and file the Monthly City Treasurer's Report on Compliance with Statement of Safekeeping and Investment of Public Funds.
6. Receive and file the Expenditures for the period beginning February 27, 2021 and ending March 12, 2021.
7. Adopt Resolution No. 6036 approving applications for Per Capita Grant funds to the California Department of Parks and Recreation Office of Grants and Local Services. *(Requires a roll call vote)*

ADMINISTRATIVE MATTER:

8. Adoption of Resolution No. 6032, Directing the Preparation of a Street Lighting District No. 1 Report as a part of Consideration of Continuing the District for Fiscal Year 2021-22.

Recommendation: Adopt the attached Resolution No. 6032, as read by title only, directing the City Manager to prepare an assessment report for the consideration of continuing Street Lighting District No. 1 for the Fiscal Year 2021-22.

Staff Presenter: Brian Barrett, Assistant to the Public Works Director

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

9. Adoption of Resolution No. 6033, Directing the Preparation of a Lighting, Landscaping and Right of Way Improvement District No. 3 Report as a Part of Actions Necessary to Continue Lighting, Landscaping and Right of Way Improvement District No. 3 for Fiscal Year 2021-22

Recommendation: Adopt the attached Resolution No. 6033, as read by title only, ordering the preparation of a report describing the financial status of the District and recommending assessments for Fiscal Year 2021-22 for Carpinteria Lighting, Landscaping and Right of Way Improvement District No. 3.

Staff Presenter: Brian Barrett, Assistant to the Public Works Director

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

10. Adoption of Resolution No. 6034, Directing that the Required Report Be Prepared as a Part of the Process to Continue Parking and Business Improvement Area Assessment District No. 4 for Fiscal Year 2021-22.

Recommendation: Adopt the attached Resolution No. 6034, ordering a report by the Downtown "T" Business Advisory Board for the purpose of continuing assessments for the Carpinteria Parking and Business Improvement Area Assessment District No. 4 for Fiscal Year 2021-22.

Staff Presenter: Brian Barrett, Assistant to the Public Works Director

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

11. Adoption of Resolution No. 6035, Directing the Initiation of Procedures to Continue Winter Protection Berm Assessment District No. 5 for Fiscal Year 2021-22.

Recommendation: Adopt the attached Resolution No. 6035, as read by title only, ordering the preparation of a report describing the Winter Protection Berm Program and associated assessment and continue the Winter Protection Berm Assessment District No. 5 for Fiscal Year 2021-22.

Staff Presenter: Brian Barrett, Assistant to the Public Works Director

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

PUBLIC HEARING: None

OTHER BUSINESS:

12. Proposed timeline and points of negotiation for Disposition and Development Agreement (“DDA”) for Surfliner Inn Project.

Recommendation: This is an informational item and no motion is required. After hearing the proposed timeline and points of negotiation, if determined necessary and appropriate, provide direction to Staff to schedule an open session item to discuss elements of the proposed Surfliner Inn Project subject to negotiation.

Staff Presenter: Matt Roberts, Parks, Recreation & Facilities Director

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

13. Presentation on the New Beginnings Safe Parking Program and report on options for responding to issues raised concerning overnight parking and restroom services for people experiencing homelessness.

Recommendation: Receive report and direct staff as determined appropriate.

Staff Presenter: Dave Durflinger, City Manager

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

14. Authorization to issue a Notice Inviting Bids for Project No. 15130 – 2021 Pavement Maintenance Project.

Recommendation: 1. Authorize the Public Works Director to advertise the Notice Inviting Bids for Project No. 15130 – 2021 Pavement Maintenance Project; and 2. Approve a budget appropriation of \$685,000 from the Measure X Fund to Capital Improvement Projects Fund Expense Account No. 301-403-5780 (NC-21-001) and the associated transfer of \$685,000 from the Measure X Fund to the Capital Improvement Projects Fund.

Staff Presenter: John Ilasin, Public Works Director

- a. Staff Report
- b. Public Comment

c. City Council Determination

15. Authorization for the City Manager to execute an Agreement with LIN Consulting, Inc. for the preparation of construction plans and specifications for Project No. 15121 – Carpinteria Avenue and Palm Avenue Intersection Improvements Project, and approving the related budget appropriation.

Recommendation: 1. Authorize the City Manager to execute an Agreement with LIN Consulting, Inc. to provide consulting design services for Project No. 15121 – Carpinteria Avenue and Palm Avenue Intersection Improvements Project in an amount not-to-exceed \$69,436.10; and 2. Approve a budget appropriation of \$25,000 from the Traffic Control Facilities Development Impact Fee in the Capital Improvement Projects Fund to Capital Improvement Projects Fund Expense Account No. 301-403-5780. *(Requires a roll call vote)*

Staff Presenter: John L. Ilasin, Public Works Director

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

16. Authorization for the City Manager to execute an Agreement with Pacific Civil Solutions, Inc. for Pedestrian Bridge Inspection Services.

Recommendation: 1. Authorize the City Manager to execute an Agreement with Pacific Civil Solutions, Inc. for Pedestrian Bridge Inspection Services in an amount not-to-exceed \$88,694.24; and 2. Approve a budget appropriation of \$70,000 from the Measure A Fund Available Fund Balance to Measure A Fund Expense Account No. 215-411-5228. *(Requires a roll call vote)*

Staff Presenter: John Ilasin, Public Works Director

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

PUBLIC COMMENT ON CLOSED SESSION MATTER

***CLOSED SESSION**

- *17. Conference with real property negotiators held pursuant to Government Code Section 54956.8

Property:** Ground Lease for ***the proposed SURFLINER INN Project located on the eastern most 30,000 +/- sq. ft. of 499 Linden Avenue, Carpinteria CA 93013 (APN: 004-105-011)

Agency negotiator: Dave Durlinger, City Manager; Matt Roberts, Parks, Recreation and Public Facilities Director; Mack Carlson, Legal Counsel; Jena Acos, Legal Counsel; and Kevin Engstrom, Keyser Marston Associates, Inc.

Negotiating parties: 499 Linden Managers, LLC

Under negotiation: Price and Terms of Payment

TEMPORARY ADJOURNMENT TO CLOSED SESSION

CLOSED SESSION REPORT

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 Mosquito and Vector Management District (Vacant)
 - 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 April 12, 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 March 17, 2021, in the City Clerk's Office, on the City Hall Public Notices Window, and on the Internet.



**COUNCIL DESIGNATING THE MONTH OF
APRIL, 2021, AS “CARPINTERIA
BEAUTIFUL MONTH”**

WHEREAS, the month of April is recognized nationwide as Keep America Beautiful Month; and

WHEREAS, since 1992, the month of April has additionally been proclaimed as Carpinteria Beautiful Month and celebrated by the downtown display of the Carpinteria Beautiful banners; and

WHEREAS, on April 30th cities across America will observe National Arbor Day, and Carpinteria will participate by renewing our commitment to maintaining a vigorous and beneficial urban forest; and

WHEREAS, on April 22nd, the 51th anniversary of Earth Day will be celebrated through a renewal of our dedication to preserving a healthy environment; and

WHEREAS, throughout the month of April, Carpinteria Beautiful volunteers will continue to remove graffiti and fill the doggie bag dispensers and the Adopt-a-Spotters will redouble their already considerable efforts to keep Carpinteria litter-free.

NOW, THEREFORE, the City Council of the City of Carpinteria hereby designates April 2020, as “**CARPINTERIA BEAUTIFUL MONTH**” and urges all residents to share in the observance of this month by making a personal commitment to enhance the beauty of their own properties and neighborhoods for the benefit and enjoyment of all.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the City of Carpinteria, California to be affixed this 22nd day of March, 2021.

Wade T. Nomura, Mayor
City of Carpinteria

ATTEST:

Fidela Garcia, City Clerk



**A PROCLAMATION OF THE CARPINTERIA
CITY COUNCIL DESIGNATING
APRIL 2021 AS DMV/DONATE
LIFE MONTH**

WHEREAS, organ, eye, tissue, marrow and blood donation are life-giving acts recognized worldwide as expressions of compassion to those in need; and more than 108,000 individuals nationwide and more than 21,000 in California are currently on the national organ transplant waiting list, and on average, 17 people die each day while waiting; and, the need for donated organs is especially urgent in Hispanic, Latino, and African American communities;

WHEREAS, a single individual's donation of the heart, lungs, liver, kidneys, pancreas and small intestine can save up to eight lives; and donation of tissue can save and heal the lives of more than 75 others;

WHEREAS, deceased organ donors saved more than 33,000 lives last year, the most ever; and any person can register to be an organ, eye and tissue donor regardless of age or medical conditions;

WHEREAS, over seventeen million Californians have signed up with the state-authorized Donate Life Donor Registry to ensure their wishes to be organ, eye and tissue donors are honored; and, California residents can sign up to be an organ, eye and tissue donor when applying for or renewing their driver's licenses or ID cards at the California Department of Motor Vehicles;

WHEREAS, California residents can sign up with the Donate Life California Donor Registry online at any time by visiting www.donateLIFEcalifornia.org or, for Spanish-speakers, www.doneVIDAcalifornia.org and, California residents interested in saving a life through living kidney donation may visit www.LivingDonationCalifornia.org;

NOW, THEREFORE, that in recognition of National Donate Life Month, April 2021 is hereby designated as "DMV/Donate Life Month" in the City of Carpinteria and in doing so we encourage all California to check "YES!" on line, or when applying for or renewing their driver's license or I.D. card at the DMV.

IN WITNESS THEREOF, I have hereunto set my hand and caused the official seal of the City of Carpinteria, California, to be affixed this 22nd day of March, 2021.

Wade T. Nomura, Mayor
City of Carpinteria

ATTEST:

Fidela Garcia, City Clerk

City of Carpinteria
City Council Regular Meeting Agenda
Monday, December 14, 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.

CALL TO ORDER

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

ROLL CALL

Councilmembers present:

Councilmember Fred Shaw
Councilmember Roy Lee
Vice Mayor Al Clark
Councilmember Gregg A. Carty
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
Fidela Garcia, City Clerk
Mimi Audelo, Program Manager
John Ilasin, Public Works Director
Steve Goggia, Community Development Director
Licette Maldonado, Administrative Services Director

PLEDGE OF ALLEGIANCE

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

CERTIFICATION OF THE NOVEMBER 3, 2020 ELECTION, RESULTS

1. Approve and Adopt Resolution No. 6013, a Resolution of the City Council of the City of Carpinteria, California, Reciting the Facts of the Consolidated General Municipal Election Held on November 3, 2020, Declaring the Results and Such Other Matters as Provided by Law. (Motion by roll call required.)

Fidela Garcia, City Clerk read aloud Resolution No. 6013 in its entirety.

There was no public comment.

Motion by Councilmember Shaw, seconded by Vice Mayor Clark, to adopt Resolution No. 6013, as read by title only, Reciting the Facts of the Consolidated General Municipal Election held on November 3, 2020, Declaring the Results.

Roll call on motion:

AYES: Councilmember Shaw, Councilmember Lee, Vice Mayor Clark, Councilmember Carty, Mayor Nomura

NOES: None

ABSTAIN: None

ABSENT: None

The motion carried unanimously.

COMMENTS FROM COUNCILMEMBERS FOLLOWED BY COMMENTS FROM OUTGOING COUNCILMEMBER:

There were no comments.

INSTALLATION OF INCOMING COUNCIL MEMBERS

- a. City Clerk to administer the of oath of office to new Councilmember Natalia Alarcon and returning councilmember Wade Nomura.

Fidela Garcia, City Clerk, administered the Oath of Office to newly elected Councilmember Natalia Alarcon and returning Councilmember Wade Nomura.

- b. Seating of the new City Council.

Councilmembers Alarcon and Nomura took their seats at the virtual dais.

Fidela Garcia, City Clerk took roll call with the following Councilmembers present: Councilmember Roy Lee, Vice Mayor Al Clark, Councilmember Gregg A. Carty, Councilmember Alarcon, Mayor Nomura.

- c. Comments from incoming Councilmember Natalia Alarcon.

Councilmember Alarcon thanked voters and noted her commitment to collaborating with Councilmembers, being available to residents, and embracing equity and inclusion in her decisions.

Councilmember Carty congratulated Mayor Nomura and Councilmember Alarcon.

Councilmember Lee looked forward to working with Councilmember Alarcon.

Vice Mayor Clark thanked former Councilmember Shaw for his contributions and welcomed Councilmember Alarcon.

Former Councilmember Shaw thanked the City for the beautiful plaque in recognition of his service and in particular, thanked Dave Durflinger, City Manager, Fidela Garcia, City Clerk all City staff and residents and welcomed Councilmember Alarcon.

Councilmember Carty thanked former Councilmember Shaw for his hard work and dedication to the community.

Councilmember Lee thanked former Councilmember Shaw for his service.

Vice Mayor Clark thanked former Councilmember Shaw.

Mayor Nomura thanked former Councilmember Shaw for his outstanding service and welcomed Councilmember Alarcon.

INTRODUCTIONS, PROCLAMATIONS AND PRESENTATIONS

2. Recognition and Presentation of Resolution No. 6014, thanking Fred Shaw for his service to the City of Carpinteria as Councilmember from 2012 to 2020. (Motion by roll call required.)

Motion by Vice Mayor Clark, seconded by Councilmember Lee, to adopt Resolution No. 6014.

Roll call on motion:

AYES: Councilmember Lee, Vice Mayor Clark, Councilmember Carty,
Councilmember Alarcon, Mayor Nomura

NOES: None

ABSTAIN: None

ABSENT: None

The motion carried unanimously.

There were no public comments.

ELECTION OF MAYOR AND VICE MAYOR

- a. Nominations will be received for the position of Mayor

Mayor Nomura opened the nominations for the position of Mayor.

Motion by Councilmember Carty, seconded by Councilmember Lee, to nominate Wade Nomura for the position of Mayor.

- b. Motion to Close Nominations and selection of Mayor

Motion by Vice Mayor Clark, seconded by Councilmember Lee, to close the nominations and select Wade Nomura for the position of Mayor.

Roll call on motion:

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

- c. Nominations will be received for position of the Vice Mayor

Mayor Nomura opened the nominations for the position of Vice Mayor.

Motion by Mayor Nomura, seconded by Councilmember Lee, to nominate Al Clark for the position of Vice Mayor.

- d. Motion to Close Nominations and selection of Vice Mayor

Motion by Councilmember Lee, seconded by Mayor Nomura, to close the nominations and select Al Clark for the position of Vice Mayor.

Roll call on motion:

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

The motion carried unanimously.

COMMENTS FROM OUTGOING MAYOR AND INCOMING MAYOR

Mayor Nomura expressed his appreciation to the community for voting and ensured the City Council would do the best for the community.

Vice Mayor Clark noted that Mayor Nomura displayed the qualities of a true leader.

Dave Durflinger, City Manager commended former Councilmember Shaw for his service and congratulated Councilmember Alarcon and Mayor Nomura.

RECESS / RECONVENE REGULAR MEETING

Mayor Nomura recessed the meeting at 6:17 p.m. and reconvened the meeting at 6:27 p.m.

INTRODUCTIONS, PROCLAMATIONS AND PRESENTATIONS (Cont'd)

3. Proclamation Designating January 2021 as Carpinteria Business Month.

Presenter: Dave Durflinger, City Manager

There was no public comment.

Motion by Vice Mayor Clark, seconded by Councilmember Lee, to approve the Proclamation Designating January 2021 as Carpinteria Business Month.

Roll call on motion:

AYES: Council Lee, Vice Mayor Clark, Councilmember Carty, Councilmember Alarcon, Mayor Nomura

NOES: None

ABSTAIN: None

ABSENT: None

The motion carried unanimously.

4. Proclamation Recognizing 2020 Outgoing Santa Barbara Association of Realtors President Staci Elizabeth Caplan.

Presenter: Dave Durflinger, City Manager

There was no public comment.

Motion by Councilmember Lee, seconded by Councilmember Carty, to approve the Proclamation Recognizing 2020 Outgoing Santa Barbara Association of Realtors President Staci Elizabeth Caplan.

Roll call on motion:

AYES: Councilmember Lee, Vice Mayor Clark, Councilmember Carty,
Councilmember Alarcon, Mayor Nomura

NOES: None

ABSTAIN: None

ABSENT: None

The motion carried unanimously.

PUBLIC INFORMATION REPORTS AND ANNOUNCEMENTS

Sheriff's Lieutenant Arnoldi provided a crime report update.

CITY MANAGER'S REPORT

Mimi Audelo, Program Manager provided a COVID-19 update and shared the County's dash board and current COVID-19 statistics.

Dave Durlinger, City Manager informed the public of the City staff furlough beginning today and staff would be back on January 4, 2021. He noted all essential services would be continued through the furlough while other services would be provided on a limited basis.

PRESENTATIONS BY CITIZENS / PUBLIC COMMENT

There was no public comment.

AGENDA MODIFICATIONS: None

CONSENT CALENDAR:

Motion by Councilmember Lee, seconded by Vice Mayor Clark, to approve the Consent Calendar Items 5 through 6.

Roll call on motion:

AYES: Councilmember Lee, Vice Mayor Clark, Councilmember Carty,
Councilmember Alarcon, Mayor Nomura

NOES: None

ABSTAIN: None

ABSENT: None

The motion carried unanimously.

5. Approve the minutes of the regular City Council meeting of November 9, 2020.
6. Receive and file the expenditures for the period beginning November 14, 2020 and ending December 4, 2020.

ADMINISTRATIVE MATTERS:

7. Consideration of a Resolution Authorizing the City Manager to Execute Master Agreements, Program Supplement Agreements, Fund Exchange Agreements, Fund Transfer Agreements, and any related Amendments, with the California Department of Transportation, as necessary to receive Federal and/or State Funds for Certain Transportation Projects.

Recommendation: Adopt Resolution No. 6015, authorizing the City Manager to execute requisite agreements and related amendments with the California Department of Transportation in order for City to receive federal and/or State funds for certain transportation projects. (Motion requires a roll call vote.)

Presenter: John Ilasin, Public Works Director

There was no public comment.

Motion by Vice Mayor Clark, seconded by Councilmember Lee, to adopt Resolution No. 6015, as read by title only.

Roll call on motion:

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

The motion carried unanimously.

8. Authorize the Mayor to Execute Amendment No. 1 to the Cooperative Agreement with the Carpinteria Valley Water District for the Carpinteria Avenue Bridge Replacement Project.

Recommendation: Authorize the Mayor to execute Amendment No. 1 to the Cooperative Agreement with the Carpinteria Valley Water District for the Carpinteria Avenue Bridge Replacement Project.

Presenter: John Ilasin, Public Works Director

There was no public comment.

Motion by Councilmember Lee, seconded by Councilmember Carty, to authorize the Mayor to execute Amendment No. 1 to the Cooperative Agreement with the Carpinteria Valley Water District for the Carpinteria Avenue Bridge Replacement Project.

Roll call on motion:

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

The motion carried unanimously.

9. Scheduling a special meeting of the City Council for consideration of the Annual Work Plan.

Recommendation: Schedule a special City Council meeting for consideration of the Annual Work Plan, to be held at 8:00 am, on Saturday, January 23, 2021, via the City's remote meeting protocols.

Presenter: Dave Durflinger, City Manager

There was no public comment.

Motion by Councilmember Alarcon, seconded by Vice Mayor Clark, to schedule a special City Council meeting for consideration of the Annual Work Plan, 8 a.m., January 23, 2021, via the City's remote meeting protocols.

Roll call on motion:

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

The motion carried unanimously.

PUBLIC HEARING: None.

OTHER BUSINESS:

10. Ratification of action taken by the Director of Emergency Services to suspend certain vehicle parking enforcement during the current Regional Stay at Home Order.

Recommendation: Ratify suspension of certain vehicle parking enforcement as implemented by Director of Emergency services.

Presenter: Dave Durlinger, City Manager

There was no public comment.

Motion by Councilmember Lee, seconded by Councilmember Alarcon, to ratify the suspension of vehicle parking enforcement for the duration of the Regional Stay at Home Order, unless sooner modified or terminated by action of the Director of Emergency Services or the City Council, and as more specifically described in Exhibit C, to the Staff Report. This action does not apply to enforcement on disabled parking, yellow and red zones, and passenger loading areas, which will continue to be enforced.

Roll call on motion:

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

The motion carried unanimously.

11. Authorization to send a letter supporting the Santa Barbara County Board of Supervisor's request to the State for Santa Barbara, Ventura, and San Luis Obispo counties to exit the Regional Stay at Home Order as a Central Coast Region.

Recommendation: Authorize the Mayor to sign a letter on behalf of the City supporting the Santa Barbara, Ventura and San Luis Obispo counties to exit the Regional Stay at Home Order as a Central Coast Region.

Presenter: Mimi Audelo, Program Manager

There was no public comment.

Motion by Councilmember Lee, seconded by Councilmember Carty, to authorize the Mayor to sign a letter on behalf of the City supporting the Santa Barbara County Board of Supervisor's request to the state for Santa Barbara, Ventura and San Luis Obispo counties to exit the Regional Stay at Home Order as a Central Coast Region.

Roll call on motion:

AYES: Councilmember Lee, Vice Mayor Clark, Councilmember Carty,
Councilmember Alarcon, Mayor Nomura

NOES: None

ABSTAIN: None

ABSENT: None

The motion carried unanimously.

12. Update on the Regional Housing Needs Allocation (RHNA) 6th cycle.

Recommendation: Receive and file report on the RHNA 6th cycle.

Presenters: Steve Goggia, Community Development Director and Michael Becker and Brian Bresolin, representing Santa Barbara County Association of Governments presented staff report and PowerPoint presentations.

Email distributed: Russel Ruiz

No public speakers were heard.

Report on the RHNA 6th cycle received and filed.

The City Council directed staff to bring back this matter back following the formal release of draft RHNA allocations, expected in the spring.

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

Recommendation: Receive and file the report.

Presenter: Licette Maldonado, Administrative Services Director

There was no public comment.

Report received and filed.

LEGISLATIVE UPDATE: None

COMMITTEE REPORTS, INQUIRIES AND OTHER MATTERS PRESENTED BY COUNCILMEMBERS

Vice Mayor Clark suggested discontinuing public comment in person for City Council meetings at City Hall due to low turnout. Mayor Nomura noted that the in person public comment will be considered only as an option after discussion with staff.

ATTENDANCE OF COUNCILMEMBERS FOR FUTURE MEETINGS

All Councilmembers are expected to be in attendance at the next City Council Meeting on January 11, 2021.

ADJOURNMENT

Mayor Nomura adjourned the meeting at 8:30 p.m.

Wade T. Nomura, Mayor

ATTEST:

Fidela Garcia, City Clerk

City of Carpinteria
City Council Regular Meeting Minutes
Monday, January 11, 2021

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 N-33-20 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.

CALL TO ORDER

Mayor Nomura called the meeting to order at 4:30 p.m.

ROLL CALL

Councilmembers present:

Councilmember Carty
Councilmember Alarcon
Councilmember Lee
Vice Mayor Clark
Mayor Nomura

Staff members present:

Laura Hernandez, Human Resources / Risk Manager
Dave Durflinger, City Manager (open session only)

PUBLIC COMMENT ON CLOSED SESSION MATTER: NONE.

CLOSED SESSION

Mayor Nomura announced that the City Council would temporarily adjourn to a Closed Session for the purpose of the following item:

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

TEMPORARY ADJOURNMENT TO CLOSED SESSION

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

CALL TO ORDER

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

ROLL CALL

Councilmembers present:

Councilmember Carty
Councilmember Alarcon
Councilmember Lee
Vice Mayor Clark
Mayor 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
Fidela Garcia, City Clerk
Laura Hernandez, Human Resources / Risk Manager
Mimi Audelo, Program Manager
John Ilasin, Public Works Director
Joshua Patricio, Engineering Technician

CLOSED SESSION REPORT

Laura Hernandez, Human Resources / Risk Manager announced that the City Council met in Closed Session for the above-mentioned item and stated there was no reportable action. She noted that this item would be continued to a Closed Session on February 8, 2021.

PLEDGE OF ALLEGIANCE

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

INTRODUCTIONS, PROCLAMATIONS AND PRESENTATIONS

Jeff Shaffer, representing Santa Barbara Act explained the request for the Proclamation.

2. Proclamation designating January 2021 as "Human Trafficking Awareness Month".

Motion by Vice Mayor Clark, seconded by Councilmember Lee, to approve the Proclamation designating January 2021 as "Human Trafficking Awareness Month".

Roll call on motion:

AYES: Councilmember Carty, Councilmember Alarcon, Councilmember Lee, Vice Mayor Clark, Mayor Nomura

NOES: None

ABSTAIN: None

ABSENT: None

The motion carried unanimously.

PUBLIC INFORMATION REPORTS AND ANNOUNCEMENTS

Sheriff's Lieutenant Arnold provided a crime report update.

CITY MANAGER'S REPORT

Dave Durflinger, City Manager spoke on the following:

- Provided a COVID-19 update and shared the County's dash board and current COVID-19 statistics.
- Discussed a letter the City Council received from Mr. Pollard in November 2020 regarding homeless in Parking Lot No. 1 and the City's response, including the possibility of New Beginnings to run a safe parking program for the homeless.
- Addressed the high surf advisory in effect.

Mimi Audelo, Program Manager provided an update on COVID-19 vaccinations and small business COVID-19 relief grants.

PRESENTATIONS BY CITIZENS / PUBLIC COMMENT

Emails read into the record: Barbara Blinderman (verify spelling)

Speakers via Zoom: Kevin Twohy

Mayor Nomura acknowledged staff would communicate to County Health Mr. Twohy's concerns regarding gyms in the City and County of Santa Barbara operating indoors against the current health orders in effect.

AGENDA MODIFICATIONS: None

CONSENT CALENDAR

Motion by Councilmember Lee, seconded by Vice Mayor Clark, to approve the Consent Calendar Items 3 through 4.

AYES: Councilmember Carty, Councilmember Alarcon, Councilmember Lee, Vice Mayor Clark, Mayor Nomura

NOES: None

ABSTAIN: None

ABSENT: None

The motion carried unanimously.

3. Expenditures for the period beginning December 5, 2020 and ending January 1, 2021.
4. Monthly City Treasurer's Report on Compliance with Statement of Safekeeping and Investment of Public Funds.

ADMINISTRATIVE MATTERS:

5. Authorize the Mayor to execute an Amended Cost Sharing Agreement between the City and the California Department of Transportation for Sharing of Cost related to State Highway Electrical Facilities.

Recommendation: (1) Authorize the Mayor to execute an Amended Agreement between the City and the California Department of Transportation for Sharing Cost of State Highway Electrical Facilities. (2) Appropriate \$4,000 of Measure A Funds in Fiscal Year 2020-21 for the City's cost share of State Highway Electrical Facilities. (Motion requires a roll call vote.)

Presenter: John L. Ilasin, Public Works Director

There was no public comment.

Motion by Vice Mayor Clark, seconded by Councilmember Lee, to (1) authorize the Mayor to execute an Amended Agreement between the City and the California Department of Transportation for Sharing Cost of State Highway Electrical Facilities, and (2) appropriate \$4,000 of Measure A Funds in Fiscal Year 2020-21 for the City's cost share of State Highway Electrical Facilities.

Roll call on motion:

AYES: Councilmember Carty, Councilmember Alarcon, Councilmember Lee, Vice Mayor Clark, Mayor Nomura

NOES: None

ABSTAIN: None

ABSENT: None

The motion carried unanimously.

6. Amendment to the Compensation Schedule of Hourly Rated Positions.

Recommendation: Approve Resolution No. 6016, thereby revising the Compensation Schedule of Hourly Rated Positions, effective the first full pay period after January 1, 2021. (Motion requires a roll call vote.)

Presenter: Laura Hernández, Human Resources/Risk Manager

There was no public comment.

Motion by Vice Mayor Clark, seconded by Councilmember Alarcon, to adopt Resolution No. 6016, as read by title only, approving the Compensation Schedule of Hourly Rated Position.

Roll call on motion:

AYES: Councilmember Carty, Councilmember Alarcon, Councilmember Lee, Vice Mayor Clark, Mayor Nomura

NOES: None

ABSTAIN: None

ABSENT: None

The motion carried unanimously.

PUBLIC HEARING: None.

OTHER BUSINESS:

7. Authorization for the City Manager to sign a consultant services agreement on behalf of the City with Dale Redfield for assistance with the transition of the Carpinteria Library to the City of Carpinteria, and approval of a related budget allocation of \$15,400 from the Measure X Fund balance.

Recommendation: Approve entering into the consultant services agreement for assistance with the transition of the Carpinteria Library to the City of Carpinteria and make the related budget allocation. (Motion requires a roll call vote.)

Presenter: Dave Durflinger, City Manager and Dale Redfield

Emails read into the record: Patricia Saley

Speakers via Zoom: Gaby Edwards

Motion by Vice Mayor Clark, seconded by Councilmember Lee, to authorize the City Manager to sign a consultant services agreement on behalf of the City with Dale Redfield for assistance with the transition of the Carpinteria Library to the City of Carpinteria, and

approve a budget allocation of \$15,400 from the Measure X Fund balance to the appropriate Professional Services account.

Roll call on motion:

AYES: Councilmember Carty, Councilmember Alarcon, Councilmember Lee, Vice Mayor Clark, Mayor Nomura

NOES: None

ABSTAIN: None

ABSENT: None

The motion carried unanimously.

8. Recommendations and Findings of the Tree Advisory Board from the Annual Tree Tour concerning removal of certain street tree(s).

Recommendation: Support the Tree Advisory Board recommendations to remove the tree(s) listed herein and replace with an approved tree species from the City Street Tree Management Plan.

Presenter: Joshua Patricio, Engineering Technician presented the staff report and power point presentation.

There was no public comment.

Motion by Councilmember Lee, seconded by Councilmember Alarcon, to support the Tree Advisory Board recommendations to remove the trees at 4877 Seventh Street and 4774 Sterling Way and replace with an approved tree species from the City Street Tree Management Plan.

Roll call on motion:

AYES: Councilmember Carty, Councilmember Alarcon, Councilmember Lee, Vice Mayor Clark, Mayor Nomura

NOES: None

ABSTAIN: None

ABSENT: None

The motion carried unanimously.

9. Review and update of City Council Joint, Standing, and Ad Hoc Committees, and selection of City Council representatives for Regional Agencies and Committees and City Council Joint, Standing, Ad Hoc, and other committees.

Recommendation: Staff is recommending that the City Council (1) review existing City Council Joint, Standing, and Ad Hoc Committees and approve updates to clarify roles, re-categorize, retire, and/or redefine and extend committees as set forth in the staff report and the below sample motion; and (2) assign City Council representatives to Regional Agencies and Committees and City Council Joint, Standing, Ad Hoc, and other committees, as set forth in the staff report and the below sample motion.

Presenters: Dave Durlinger, City Manager, Jena Acos, on behalf of Brownstein Hyatt Farber Schreck, LLP acting as City Attorney of the City of Carpinteria, and Fidela Garcia, City Clerk

Speakers via Zoom: Fred Shaw

Motion by Councilmember Lee, seconded by Vice Mayor Clark, to:

1. Make the following changes to the City's Joint, Standing, Ad Hoc, and other committees as stated in Table 1 of the staff report and further clarified below:
 - a. Clarify that Standing Committees of the City Council are authorized to meet with and without representatives from other agencies.
 - b. Clarify that the subject matter jurisdiction of the Public Safety Committee includes working with staff on matters concerning the City's Agreement for Law Enforcement Services with the County.
 - c. Re-categorize the General Plan and Coastal Plan Update Committee from an Ad-Hoc Committee to a Joint Standing Committee.
 - d. Re-categorize the Development Review Committee from an Ad Hoc Committee to a Joint and Standing Committee.
 - e. Retire the Housing Assistance Benefit Ad Hoc Committee and the Marijuana Ad Hoc Committee.
 - f. Redefine and extend the Ad Hoc Library Committee to assist staff with development of a community outreach plan, consideration of the formation of a Library Advisory Board, and creation of a Vision and Mission for the new City-operated library.
2. Assign Councilmember representatives as follows:
 - a. Assign Councilmember representatives to the following Regional Agencies and Committees:
 - i. Beach Erosion Authority for Clean Oceans and Nourishment (BEACON): Al Clark (Alternate: Gregg Carty)
 - ii. California Joint Powers Insurance Authority (CJPIA): Al Clark (Alternate: Gregg Carty)
 - iii. Channel Counties Division, League of California Cities: Wade Nomura (Alternate: Roy Lee)

- iv. Santa Barbara County Association of Governments (SBCAG): Al Clark (Alternate: Wade Nomura)
 - v. Santa Barbara County Air Pollution Control District (APCD): Al Clark (Alternate: Wade Nomura)
 - vi. Santa Barbara Joint Affordable Housing Task Force Group: Gregg Carty and Natalia Alarcon
 - vii. Santa Barbara County Elected Leaders Forum to Address Homelessness: Al Clark (Alternate: Natalia Alarcon)
 - viii. Home for Good of Santa Barbara County: Al Clark (Alternate: Natalia Alarcon)
 - ix. South Coast Youth Safety Partnership: Natalia Alarcon and Roy Lee
 - x. Central Coast Community Energy (3CE): Wade Nomura
- b. Assign Councilmember representatives to the following City Joint Standing Committees:
- i. City Council/Economic Vitality Committee: Gregg Carty and Roy Lee
 - ii. City Council/Public Safety Committee: Al Clark and Wade Nomura
 - iii. City Council/School Board Committee: Roy Lee and Natalia Alarcon
 - iv. City Council/Utilities Committee: Roy Lee and Wade Nomura
 - v. City Council/First District Supervisor Committee: Roy Lee and Gregg Carty
 - vi. City Council Finance/Budget Committee: Gregg Carty and Al Clark
 - vii. Transportation Committee: Roy Lee and Al Clark
 - viii. Development Review Committee (Joint Committee membership from City Council; Representatives from the Planning Commission and Architectural Review Board are determined by their respective boards): City Council: Al Clark and Wade Nomura with Alternate: Gregg Carty
 - ix. General Plan and Coastal Plan Update Committee (Joint Committee membership from City Council and Planning Commission): City Council Representatives: Roy Lee and Al Clark
 - x. Public Facility Site Acquisition/Development Committee: Gregg Carty and Wade Nomura
- c. Assign Councilmember representatives to the following City Ad Hoc Committees:
- i. Library Committee: Natalia Alarcon and Roy Lee with Alternate: Gregg Carty
 - ii. District Elections Committee: Natalia Alarcon and Al Clark
 - iii. COVID-19 Communications Committee: Wade Nomura and Al Clark
 - iv. COVID-19 Recovery Committee: Gregg Carty and Roy Lee
 - v. Racial Equity and Social Justice Program Planning Committee: Natalia Alarcon and Wade Nomura

d. Assign Councilmember representatives to the following City other committees:

- i. Community Media Access Center: Gary Dobbins
- ii. Santa Barbara Coastal Vector Control District: Timothy Buffalo
- iii. Santa Barbara Metropolitan Transit District: Chuck McQuary
- iv. County Library Advisory Committee: Gaby Edwards

Roll call on motion:

AYES: Councilmember Carty, Councilmember Alarcon, Councilmember Lee, Vice Mayor Clark, Mayor Nomura

NOES: None

ABSTAIN: None

ABSENT: None

The motion carried unanimously.

LEGISLATIVE UPDATE:

Dave Durflinger, City Manager reported on the League of California Cities 2021 List of Strategic Priorities which is incorporated every year into the City's Annual Work Plan.

COMMITTEE REPORTS, INQUIRIES AND OTHER MATTERS PRESENTED BY COUNCILMEMBERS

Vice Mayor Clark provided an update on the recent Santa Barbara County Association of Governments (SBCAG) meeting.

ATTENDANCE OF COUNCILMEMBERS FOR FUTURE MEETINGS

All Councilmembers are expected to be in attendance at the next City Council Meeting on January 25, 2021.

ADJOURNMENT

Mayor Nomura adjourned the meeting in memory and recognition of Betty Stein at 7:56 p.m.

Wade T. Nomura, Mayor

ATTEST:

Fidela Garcia, City Clerk

City of Carpinteria
City Council Regular Meeting Minutes
Monday, January 25, 2021

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 N-33-20 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.

CALL TO ORDER

Mayor Nomura called the meeting to order at 5:37 p.m.

ROLL CALL

Councilmembers present:

- Councilmember Gregg A. Carty
- Councilmember Roy Lee
- Councilmember Natalia Alarcon
- 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
- Mack Carlson, on behalf of Brownstein Hyatt Farber Schreck, LLP acting as City Attorney of the City of Carpinteria
- Fidela Garcia, City Clerk
- Mimi Audelo, Program Manager
- Steve Goggia, Community Development Director
- Matt Roberts, Parks, Recreation and Public Facilities Director
- John Ilasin, Public Works Director

PLEDGE OF ALLEGIANCE

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

INTRODUCTIONS, PROCLAMATIONS AND PRESENTATIONS: None

PUBLIC INFORMATION REPORTS AND ANNOUNCEMENTS

Sheriff's Office representative Lt. Arnoldi provided an update on crime activity.

CITY MANAGER'S REPORT

Dave Durflinger, City Manager spoke on the following:

- City's Annual Work Plan Special Meeting held Saturday, January 23, 2021
- Incoming winter rain storm and sandbags available at City Hall

Mimi Audelo, Program Manager provided a COVID-19 update.

PRESENTATIONS BY CITIZENS / PUBLIC COMMENT

Speakers via Zoom: Fred Shaw, Susan Allen, Joyce Donaldson, Kristina Calkins

AGENDA MODIFICATIONS: None.

CONSENT CALENDAR:.

Motion by Councilmember Lee, seconded by Vice Mayor Clark, to approve the Consent Calendar Item 1.

Roll call on motion:

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

The motion carried unanimously.

1. Receive and file the Report of Contracts Executed by the City Manager on behalf of the City for the Period of December 14, 2020, through January 16, 2021.

ADMINISTRATIVE MATTER:

2. Adoption of Resolution No. 6017, authorizing submittal of an application to secure a Local Early Action Planning (LEAP) grant. The grant is to be used for legal assistance in the preparation and adoption of planning documents, and preparation of required environmental documentation to implement the

Accessory Dwelling Unit Program and accelerate housing production in support of the sixth cycle of the Regional Housing Needs Assessment (RHNA).

Recommendation: That the City Council adopt Resolution No. 6017, authorizing the submittal of an application to secure a LEAP grant. (*Motion requires a roll call vote.*)

Presenter: Steve Goggia, Community Development Director

There was no public comment.

Motion by Councilmember Lee, seconded by Vice Mayor Clark, to adopt Resolution No. 6017, authorizing the submittal of an application to secure a Local Early Action Planning (LEAP) grant.

Roll call on motion:

AYES: Vice Mayor Clark, Councilmember Carty, Councilmember Alarcon,
Councilmember Lee, Mayor Nomura

NOES: None

ABSTAIN: None

ABSENT: None

The motion carried unanimously.

PUBLIC HEARING: None.

OTHER BUSINESS:

3. Consideration of making Appointments to the Planning Commission, Architectural Review Board, Mobile Home Rent Stabilization Board, Carpinteria Open Space Management Advisory Board, Tree Advisory Board, Downtown "T" Business Advisory Board, Integrated Pest Management Committee, Environmental Review Committee and Community Development Block Grant Committee.

Recommendation: Approve Resolution Nos. 6018 through 6026, approving appointments to all City Commissions, Boards and Committees as discussed.

Presenter: Fidela Garcia, City Clerk

There was no public comment.

Mayor Nomura requested and the Council gave consensus to have staff place on a future agenda the potential increase in membership of the Community Development Block Grant Committee.

Motion by Councilmember Lee, seconded by Councilmember Alarcon, to adopt Resolution Nos. 6018 through 6026, approving appointments to all City Commissions, Boards and Committees including the names of appointees as listed by City Commission, Board, and Committee shown below:

Planning Commission

David Allen
Glenn LaFevers
Jane Benefield
John Callender
John W. Moyer

Architectural Review Board

Jim Reginato
Richard Johnson
Jason Rodriguez
Amy Blakemore
Brad Stein

Mobile Home Park Rent Stabilization Board

Daniel Trevor
John Nicoli
Brian Klinge
Bob Franco

Carpinteria Open Space Management Advisory Board

David Allen
Andrea Adams-Morden
Ted Rhodes
Patrick Crooks
James McElvain
Arturo Tello
Jonathan Lewis

Tree Advisory Board

Carol Terry
Diane Ledbetter
Susan Mailheau
Dale Olivas
Julie Broughton

Downtown "T" Business Advisory Board

Monica Solorzano
Roxanne Barbieri
Mary Beth Radley, assessment paying member
Cynthia Macias, assessment paying member

Integrated Pest Management Advisory Committee

William Carleton
Russel Ruiz
Patrick Crooks
James McElvain

Environmental Review Committee

Natasha Lohmus, public member

Community Development Block Grant Committee

Phylene Wiggins, public member
Bring Klinge, public member

Glenn LaFevers, Planning Commissioner
Clyde Freeman, Alternate public member

Roll call on motion:

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

The motion carried unanimously.

4. A Public/Private partnership project, referred to as the Surfliner Inn project, located at 499 Linden Avenue at the southwest corner of Linden and 5th Street, and, in particular, authorization for Staff to initiate negotiations on behalf of the City Council with 499 Linden Managers' LLC on Development and Disposition Agreement (DDA) pertaining to the Surfliner Inn Project.

Recommendation: Staff recommends that the City Council take action, as determined appropriate, to provide direction to Staff on whether to initiate negotiations between the City Council and 499 Linden Managers' LLC on a DDA pertaining to the Surfliner Inn Project.

Presenter: Matt Roberts, Parks, Recreation and Public Facilities Director and Mack Carlson, on behalf of Brownstein Hyatt Farber Schreck, LLP acting as City Attorney of the City of Carpinteria

Emails read into the record: Al Carter, Alison Hansen, Alan and Carol Koch, No name provided (inn88@aol.com), Nancy Baron, J.J. Gobbell, Kirk Connally, Louise Hansen, Richard Batchelder, Amrita Salm, Marla Daily, Tom Perry, Marian Doiron, Jack Niederpruem, Barry Gordon, Steven Lubarski, Valerie Bentz, Ann Fraser and Robert Leehmann, Sara Killen, Zoe Iverson, Cherrie Stockton.

Emails Distributed: Connie Thompson; Victoria and Dean Bennett; Michael Sipiora, John Jackson, Cherry Stockton, and Alan and Carol Koch.

Speakers via Zoom: Whitt Hollis, representing 499 Linden Managers LLC, Lorraine McIntire, and Aaron Roberts

Motion by Councilmember Lee, seconded by Councilmember Carty, to authorize Staff to initiate negotiations between the City Council and 499 Linden Managers' LLC on a DDA pertaining to the Surfliner Inn Project.

Roll call on motion:

AYES: Councilmember Carty, Councilmember Lee, Mayor Nomura

NOES: Vice Mayor Clark, Councilmember Alarcon

ABSTAIN: None

ABSENT: None

The motion carried.

5. Closeout of Project No. 15093, City Hall Remediation & Renovation Project.

Recommendation: Authorize the Mayor to sign the Closeout Agreement and Release of Claims for Project No. 15903, City Hall Remediation & Renovation Project with Quincon, Inc. (*Motion requires a roll call vote.*)

Presenter: John Ilasin, Public Works Director

There was no public comment.

Motion by Councilmember Lee, seconded by Councilmember Carty, to authorize the Mayor to sign the Closeout Agreement and Release of Claims for Project No. 15093 – City Hall Remediation & Renovation Project with Quincon, Inc.

Roll call on motion:

AYES: Vice Mayor Clark, Councilmember Carty, Councilmember Alarcon,
Councilmember Lee, Mayor Nomura

NOES: None

ABSTAIN: None

ABSENT: None

The motion carried unanimously.

6. Closeout of Construction Contract for Installation of Demountable Partitions for the City Hall Remediation & Renovation Project, City Project No. 15093.

Recommendation: Authorize the Mayor to sign the Closeout Agreement and Release of Claims with Designcorp Build Better for the installation of demountable partitions for the City Hall Remediation & Renovation Project, City Project No. 15093. (*Motion requires a roll call vote.*)

Presenter: John Ilasin, Public Works Director

There was no public comment.

Motion by Councilmember Alarcon, seconded by Vice Mayor Clark, to authorize the Mayor to sign the Closeout Agreement and Release of Claims with Designcorp Build Better for the installation of demountable partitions for the City Hall Remediation & Renovation Project, City Project No. 15093.

Roll call on motion:

AYES: Vice Mayor Clark, Councilmember Carty, Councilmember Alarcon,
Councilmember Lee, Mayor Nomura

NOES: None

ABSTAIN: None

ABSENT: None

The motion carried unanimously.

7. Authorize the Notice Inviting Bids for Project No. 15116, Pedestrian Crossing Safety Improvements Project.

Recommendation: Authorize the Public Works Director to advertise the Notice Inviting Bids for Project No. 15116, Pedestrian Crossing Safety Improvements Project.

Presenter: John Ilasin, Public Works Director

Speakers via Zoom: Fred Shaw

Motion by Councilmember Lee, seconded by Vice Mayor Clark, to authorize the Public Works Director to advertise the Notice Inviting Bids for Project No. 15116 – Pedestrian Crossing Safety Improvements Project.

Roll call on motion:

AYES: Vice Mayor Clark, Councilmember Carty, Councilmember Alarcon,
Councilmember Lee, Mayor Nomura

NOES: None

ABSTAIN: None

ABSENT: None

The motion carried unanimously.

8. Update on Interpreter Services for City Council Meetings Pilot Program.

Recommendation: 1. Receive update on the use of interpreter services for City Council meetings; 2. Determine if the City should at this time continue using

interpreter services for City Council meetings and/or other public meetings; and 3. Direct staff as determined appropriate.

Presenter: Dave Durflinger, City Manager

There was no public comment.

Motion by Vice Mayor Clark, seconded by Councilmember Carty, to (1) continue with translation program and (2) do outreach to increase participation through the avenues mentioned by Councilmember Alarcon and (3) explore electronic translation tools.

City Manager Dave Durflinger clarified the motion by stating he understood the motion and discussion to include: (1) continue providing interpreter services for City Council meetings which includes staff returning to Council with an agreement for interpreter services and a budget allocation for the remainder of the fiscal year, (2) provide outreach to increase participation in the interpreter services by connecting with the Neighbor to Neighbor Program and the Racial Equity & Social Justice Program Planning Committee and have staff return to Council with a memorandum outlining the outreach program, and (3) explore electronic translation tools.

There was a consensus among the Council relative to City Manager Durflinger's clarification.

Roll call on motion:

AYES: Vice Mayor Clark, Councilmember Carty, Councilmember Alarcon,
Councilmember Lee, Mayor Nomura

NOES: None

ABSTAIN: None

ABSENT: None

The motion carried unanimously.

LEGISLATIVE UPDATE:

Mack Carlson, on behalf of Brownstein Hyatt Farber Schreck, LLP acting as City Attorney of the City of Carpinteria provided an update on COVID-19 related legislation regarding tenant and landlord protections.

Vice Mayor Clark requested more information on SB 60.

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

ATTENDANCE OF COUNCILMEMBERS FOR FUTURE MEETINGS

All Councilmembers are expected to be in attendance at the next City Council Meeting on February 8, 2021.

ADJOURNMENT

Mayor Nomura adjourned the meeting at 8:33 p.m.

Wade T. Nomura, Mayor

ATTEST:

Fidela Garcia, City Clerk

City of Carpinteria
City Council Regular Meeting Minutes
Monday, February 8, 2021

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.

CALL TO ORDER

Mayor Nomura called the meeting to order at 4:30 p.m.

ROLL CALL

Councilmember Natalia Alarcon, Councilmember Gregg A. Carty, Councilmember Roy Lee, Vice Mayor Al Clark, and Mayor Wade T. Nomura were present. Dave Durflinger, City Manager (only present during open session portion of the closed session matter) and Human Resource Manager Laura Hernandez was also present.

PUBLIC COMMENT ON CLOSED SESSION MATTER

There was no public comment.

CLOSED SESSION

The City Council temporarily adjourned to a Closed Session for the purpose of the following item:

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

TEMPORARY ADJOURNMENT TO CLOSED SESSION

The City Council recessed to Closed Session at 4:30 p.m.

CALL TO ORDER

Mayor Nomura called the meeting to order at 5:36 p.m.

ROLL CALL

Councilmembers present:

Councilmember Roy Lee
Vice Mayor Al Clark
Councilmember Gregg A. Carty
Councilmember Natalia Alarcon
Mayor Wade T. Nomura

Staff present:

Dave Durflinger, City Manager
Jena Acos, on behalf of Brownstein Hyatt Farber Schreck, LLP acting as City Attorney of the City of Carpinteria
Mack Carlson, on behalf of Brownstein Hyatt Farber Schreck, LLP acting as City Attorney of the City of Carpinteria
Fidela Garcia, City Clerk
Laura Hernandez, Human Resources / Risk Manager
Mimi Audelo, Program Manager
Syndi Souter, Associate Planner
John Ilasin, Public Works Director
Licette Maldonado, Administrative Services Director

CLOSED SESSION REPORT

Laura Hernandez, Human Resources / Risk Manager announced that the City Council met in Closed Session for the above-mentioned item and stated there was no reportable action. She noted that this item would be continued to a Closed Session on February 22, 2021.

PLEDGE OF ALLEGIANCE

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

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).

Motion by Councilmember Lee, seconded by Councilmember Alarcon, to adopt Resolution No. 6027, recognizing and commending Jaime Diamond for outstanding voluntary service to the Carpinteria community.

Motion on roll call:

AYES: Councilmember Lee, Vice Mayor Clark, Councilmember Carty,
Councilmember Alarcon, Mayor Nomura

NOES: None

ABSTAIN: None

ABSENT: None

The motion carried unanimously.

Speaker Jaime Diamond

PUBLIC INFORMATION REPORTS AND ANNOUNCEMENTS

Sheriff's Lieutenant Arnoldi provided a crime report update.

CITY MANAGER'S REPORT

Mimi Audelo, Program Manager provided a COVID-19 update and shared the County's dash board and current COVID-19 statistics.

PRESENTATIONS BY CITIZENS / PUBLIC COMMENT

Emails read into the record: John and Becky Jackson, Mark Smith, Gary and Geri Campopiano, Jack Niederprum, Zoe Iverson, Thomas Perry, Richard Batchelder, Leslie Gascoigne, Louis Hansen, Judy Jackson, Devra Brewer, Kurt Connally, John Hickey, Amrita Salm, Marla Daily, and Allison Hansen. Scott Underhill's comment was not read until March 8 due to email being quarantined or filtered by spam.

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Speaker: Lorraine McIntire

Vice Mayor Clark proposed directing staff bring back at the next City Council meeting information about the process for putting the concerns expressed by citizens regarding the proposed development project (Surfliner Inn Project) to a vote of the people. Councilmember Carty supported Vice Mayor Clark in directing staff to bring information at its next council meeting on the proposed matter. Mayor Nomura agreed and stated he would like to see options related to an election, the cost and the pros and cons on this matter brought forward at its next council meeting. Mack Carlson, on behalf of Brownstein Hyatt Farber Schreck, LLP acting as City Attorney of the City of Carpinteria acknowledged the direction and stated staff would prepare materials on the advisory vote process for the next City Council meeting.

AGENDA MODIFICATIONS: None

CONSENT CALENDAR:

Motion by Councilmember Lee, seconded by Vice Mayor Clark, to approve the Consent Calendar Items 3 through 6.

Roll call on motion:

AYES: Councilmember Lee, Vice Mayor Clark, Councilmember Carty,
Councilmember Alarcon, Mayor Nomura

NOES None

ABSTAIN: None

ABSENT: None

The motion carried unanimously.

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.

Councilmember Lee recused himself from this item due to a conflict of interest because of the proximity of his home to the project. He left the meeting at 6:27 p.m. and did not participate in the discussion of this item.

Presenter: Syndi Souter, Associate Planner; PowerPoint presented.

There was no public comment.

Motion by Councilmember Alarcon, seconded by Vice Mayor Clark, to (1) approve the name "Cottage Drive" for the new private road serving the Faith Lutheran/The Cottages Carpinteria project and (2) 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.

Roll call on motion:

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

The motion carried.

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)

Councilmember Lee returned to the meeting at 6:39 p.m.

Presenter: John Ilasin, Public Works Director

There was no public comment.

Motion by Councilmember Lee, seconded by Vice Mayor Clark, to approve Ordinance No. 745, waive further reading, introduce as read by title only and continue for adoption to February 22, 2021.

Fidela Garcia, City Clerk read the title of Ordinance No. 745.

Roll call on motion:

AYES: Councilmember Lee, Vice Mayor Clark, Councilmember Carty,
Councilmember Alarcon, Mayor Nomura

NOES: None

ABSTAIN: None

ABSENT: None

The motion carried unanimously.

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.

Presenters: Licette Maldonado, Administrative Services Director and Travis Hole, representing Moss, Levy & Hartzheim LLP Certified Public Accountants

There was no public comment.

Motion by Vice Mayor Clark, seconded by Councilmember Lee, to receive and file the CAFR and various reports.

Roll call on motion:

AYES: Councilmember Lee, Vice Mayor Clark, Councilmember Carty,
Councilmember Alarcon, Mayor Nomura

NOES; None

ABSTAIN: None

ABSENT: None

The motion carried unanimously.

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.)

Presenter: John Ilasin, Public Works Director

There was no public comment.

Motion by Councilmember Lee, seconded by Vice Mayor Clark, 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.

Roll call on motion:

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

The motion carried unanimously.

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.)

Presenter: John Ilasin, Public Works Director; PowerPoint presented.

There was no public comment.

Motion by Councilmember Lee, seconded by Councilmember Carty, 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.

Roll call on motion:

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

ABSENT: None

The motion carried unanimously.

12. Contract Dispute Notice Concerning FY 2020-2021 True-Up Costs and FY 2021-2022 Recomputed 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.

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

There was no public comment.

Motion by Councilmember Lee, seconded by Councilmember Alarcon, 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 to the terms of the Agreement.

Roll call on motion:

AYES: Councilmember Lee, Vice Mayor Clark, Councilmember Carty,
Councilmember Alarcon, Mayor Nomura

NOES: None

ABSTAIN: None

ABSENT: None

The motion carried unanimously.

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.

Presenter: Mimi Audelo, Program Manager

Speakers: Joyce Donaldson representing Santa Barbara South Coast Chamber of Commerce, and Erica Arias, representing the office of Congressman Salud Carbajal.

Motion by Vice Mayor Clark, seconded by Councilmember Carty, to approve the subject letters for the Mayor's signature and transmittal.

Motion amended by Vice Mayor Clark, seconded by Councilmember Carty, to also approve staff send a letter to the Governor with minor adjustments as needed.

Roll call on amended motion:

AYES: Councilmember Lee, Vice Mayor Clark, Councilmember Carty,
Councilmember Alarcon, Mayor Nomura

NOES: None

ABSTAIN: None

ABSENT: None

The motion carried unanimously.

LEGISLATIVE UPDATE:

Dave Durflinger, City Manager provided the legislative update on AB 685, SB 776, and SB1383.

COMMITTEE REPORTS, INQUIRIES AND OTHER MATTERS PRESENTED BY COUNCILMEMBERS:

Councilmember Carty reported that Councilmember Alarcon and himself attended the Santa Barbara Joint Affordable Housing Task Force.

Dave Durflinger, City Manager provided an update on the recent accident on the U.S. 101 freeway and explained the measures Caltrans is taking to prevent future accidents.

ATTENDANCE OF COUNCILMEMBERS FOR FUTURE MEETINGS

All Councilmembers are expected to be in attendance at the next City Council Meeting on February 22, 2021.

ADJOURNMENT

Mayor Nomura adjourned the meeting at 8:15 p.m.

Wade T. Nomura, Mayor

ATTEST:

Fidela Garcia, City Clerk

City of Carpinteria
City Council Regular Meeting Minutes
Monday, February 22, 2021

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 4:30 p.m.

ROLL CALL

Councilmember Natalia Alarcon, Councilmember Gregg A. Carty, Councilmember Roy Lee, Vice Mayor Al Clark, and Mayor Wade T. Nomura were present. Human Resource Manager Laura Hernandez was also present.

PUBLIC COMMENT ON CLOSED SESSION MATTER

There were no Public Comments.

CLOSED SESSION

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

TEMPORARY ADJOURNMENT TO CLOSED SESSION

The City Council recessed to Closed Session at 4:30 p.m.

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, Mack Carlson, & Kimberly Leefat, all 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
Mimi Audelo, Program Manager
John Ilasin, Public Works Director
Brian Barrett, Assistant to the Public Works Director
Steve Goggia, Community Development Director
Nick Bobroff, Principal Planner
Matt Roberts, Parks, Recreation and Public Facilities Director

CLOSED SESSION REPORT

Laura Hernandez, Human Resources Manager, announced that the City Council met in Closed Session for the above-mentioned item, and noted there was no reportable action.

PLEDGE OF ALLEGIANCE

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

INTRODUCTIONS, PROCLAMATIONS AND PRESENTATIONS

2. Proclamation designating the month of February 2021 as "Black History Month."

Speaker: Jordan Killebrew, Co-leader of Healing Justice

Motion by Vice Mayor Clark, seconded by Councilmember Lee to approve proclamation.

Roll call on motion:

AYES: Councilmember Alarcon, Councilmember Carty, Councilmember Lee, Vice Mayor Clark, Mayor Nomura

NOES: None

ABSTAIN: None

ABSENT: None

Motion carried unanimously.

3. Proclamation designating the month of February 2021 as “Teen Dating Violence Awareness Month.”

Speaker: Christy Stillwell, What is LOVE Executive Director

Motion by Councilmember Lee, seconded by Vice Mayor Clark to approve proclamation.

Roll call on motion:

AYES: Councilmember Alarcon, Councilmember Carty, Councilmember Lee, Vice Mayor Clark, Mayor Nomura

NOES: None

ABSTAIN: None

ABSENT: None

Motion carried unanimously.

4. Proclamation designating March 28, 2021 as “California Arbor Day.”

Presenter: John Ilasin, Public Works Director

Motion by Councilmember Alarcon, seconded by Vice Mayor Clark to approve proclamation.

Roll call on motion:

AYES: Councilmember Alarcon, Councilmember Carty, Councilmember Lee, Vice Mayor Clark, Mayor Nomura

NOES: None

ABSTAIN: None

ABSENT: None

Motion carried unanimously.

5. Proclamation designating the month of March 2021 as “Women’s History Month.”

Speaker: Lisa Guravitz

Motion by Vice Mayor Clark, seconded by Councilmember Carty to approve proclamation.

Roll call on motion:

AYES: Councilmember Alarcon, Councilmember Carty, Councilmember Lee, Vice Mayor Clark, Mayor Nomura

NOES: None

ABSTAIN: None

ABSENT: None

Motion carried unanimously.

PUBLIC INFORMATION REPORTS AND ANNOUNCEMENTS: None

CITY MANAGER'S REPORT

- Update on COVID-19 provided by Mimi Audelo, Program Manager.
- Public Works Workshop regarding Pavement Rehab Project announced by Dave Durflinger City Manager

PRESENTATIONS BY CITIZENS / PUBLIC COMMENT

Sheriff's Lieutenant Arnoldi provided a crime report update.

Email read: Jack (last name not provided.) Leslie Gascoigne,

AGENDA MODIFICATIONS: NONE.

CONSENT CALENDAR:

Motion by Councilmember Lee, seconded by Vice Mayor Clark to approve the Consent Calendar Items 6 through 9.

Roll call on motion:

AYES: Councilmember Alarcon, Councilmember Carty, Councilmember Lee, Vice Mayor Clark, Mayor Nomura

NOES: None

ABSTAIN: None

ABSENT: None

Motion carried unanimously.

6. Receive and file the Report of Contracts Executed by the City Manager on behalf of the City for the Period of January 17, 2021, through February 12, 2021,
7. Receive and file the expenditures for the period beginning January 30, 2021, and ending February 12, 2021.

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

ADMINISTRATIVE MATTER: None

PUBLIC HEARING:

10. Adopt Resolution No. 6028, Approving the Measure A Five-Year Local Program of Projects for Fiscal Years 2021-22 through 2025-26.

Recommendation: 1. Adopt Resolution No. 6028, approving the Measure A Five-Year Local Program of Projects for Fiscal Years 2021-22 through 2025-26; and 2. Authorize the Public Works Director to submit the Measure A Five-Year Local Program of Projects to the Santa Barbara County Association of Governments.

Presenter: Brian Barrett, Assistant to the Public Works Director

Motion by Councilmember Alarcon, seconded by Vice Mayor Clark to 1. Adopt Resolution No. 6028, approving the Measure A Five-Year Local Program of Projects for Fiscal Years 2021-22 through 2025-26; and 2. Authorize the Public Works Director to submit the Measure A Five-Year Local Program of Projects to the Santa Barbara County Association of Governments.

Roll call on motion:

AYES: Councilmember Alarcon, Councilmember Carty, Councilmember Lee, Vice Mayor Clark, Mayor Nomura

NOES: None

ABSTAIN: None

ABSENT: None

Motion carried unanimously.

OTHER BUSINESS:

11. Authorize the City Manager to sign consultant services agreements on behalf of the City with Just Communities and NLC REAL for assistance with the Racial, Equity and Social Justice program and approval of a related budget allocation of \$134,952.75 from the Measure X Fund balance.

Recommendation: Approve entering into consultant service agreements for assistance with the Racial, Equity and Social Justice program and make the related budget allocation. (Motion to approve requires a roll call vote.)

Presenters: Laura Hernandez, Human Resources Manager and Jena Acos and Kimberly Leefat, both on behalf of Brownstein Hyatt Farber Schreck, LLP, acting as City Attorney of the City of Carpinteria

Consultants present: Representatives of Just Communities Executive Director Melissa G. Patrino, Co-Chair Walid Afifi, Co-Chair Chelsea Lancaster; Representative of NLC Real Director Leon Andrews Jr.

Speakers: Lisa Guravitz, Lean Andrews, Walid Afifi, Chelsea Lancaster, Melissa G. Patrino.

Motion by Councilmember Lee, seconded by Vice Mayor Clark to authorize the City Manager to sign consultant services agreements on behalf of the City with Just Communities Santa Barbara and the National League of Cities Race, Equity and Leadership program for assistance with Racial, Equity and Social Justice Program and approve a three-year budget of \$134,952.75, including a fiscal year 2020-21 allocation of \$32,000, to be paid from the Measure X Fund balance to the appropriate Professional Services account.

Roll call on motion:

AYES: Councilmember Alarcon, Councilmember Carty, Councilmember Lee, Vice Mayor Clark, Mayor Nomura

NOES: None

ABSTAIN: None

ABSENT: None

Motion carried unanimously.

12. Receive report on advisory measures and options to solicit additional public feedback on the proposed Surfliner Inn Project, located at 499 Linden Avenue, and provide further direction to staff.

Recommendation: Receive report and provide direction to staff on options to solicit additional public feedback on proposed Surfliner Inn Project.

Presenters: Dave Durflinger, City Manager and Mack Carlson, on behalf of Brownstein Hyatt Farber Schreck, LLP, acting as City Attorney of the City of Carpinteria

Emails read: Leslie Gascoigne, Robin & Jack (no last name provided), Kenneth Wozniak, Teresa Simber, Victoria Bennett, Geri Ann Campopiano, Richard Batchelder, Sharon

Nichols, Wendy Nichols, Rose Deacon, Aubrey Rose Falk, Janet Steen, Stephen Figler, Gary Campopiano, Lei-Ann Ibbotson, Benjamin Anderson, Suzan Cluderay, Sandra Moreno, Louise Hansen, Alan & Carol Koch, Doug Treloar, Darrell Johnston, Linda Starlin, Joseph & Martha Zicherman, Dean Starlin, Judd Baker, Art & Sue Willner, Hazel Hinson, Tammy Kiser-Robinson, Ann Mulholland Wozniak, Cindy Naughton, Pam & Phill McLendon, Melissa Pettit, Caroline Thompson, Michelle Doyle, Cynthia Macias, Connie Batchelder, Valerie Bentz, Barbara Smith, Martha Sprigg, Jennifer Sprigg, Peggy and Harold Griffiths, Carl Burton, Jayne Burton, Laurel Allen, Judy Jackson, Erin Lavery, Gail M. Hale, Bill & Jody Heath, Devra Brewer, Mike Ledbetter, Jim Gaskin, Kirk Connally, Anna Urbina, Veronica Desjardins, Marla Daily, Robin Karlsson, Sara Killen, Jennifer Jimenez, Gib Johnson, Donna DeLibro, Rafael Hernandez, Vicki Falk, Betty Songer, Dennis Culver, James Taff, Alison Hansen, Bernard Buzin, Becky & John Jackson, Thomas Perry, John Hickey, Drew Merryman, Jessie Sprigg, Catherine Overman, Cherry Stockton, Amrita M. Salm, Sarah Gutierrez, and Mary O'Dell-Doiron. Frank Dambach and Kevin Baird's comments were not read until March 8 due to email being quarantined or filtered by spam.

Emails distributed: Lisa B. Moschini, Diane Thackeray, Lauren Mulford, Susan Anderson, Case Van Wingerden, Lorraine McIntire, Lynda Callos, Sally Ingamanson, Winfred Van Wingerden, Rudy Perez, Amanda Buzin, Teresa G. Baker, Jeffrey Robinson, and Alan & Carol Koch.

Speakers: Whitt Hollis, Lorraine McIntire and Jeff Theimer.

Motion by Vice Mayor Clark to move to proceed to prepare for an advisory ballot measure. Motion died for lack of a second.

Motion by Councilmember Lee, seconded by Councilmember Carty to receive and file the report.

Roll call on motion:

AYES: Councilmember Carty, Councilmember Lee, Mayor Nomura

NOES: Councilmember Alarcon and Vice Mayor Clark

ABSTAIN: None

ABSENT: None

Motion carried.

13. Authorize the City Manager to execute Amendment No. 1 to the Agreement with Walker Consultants for the Parking Demand Analysis Update of the Downtown "T" Area.

Recommendation: Authorize the City Manager to execute Amendment No. 1 to the Agreement with Walker Consultants to provide consulting services for the Parking

Demand Analysis Update of the Downtown “T” area in an amount not-to-exceed \$24,555, thereby extending the term and increasing the maximum Agreement amount to \$72,379.88. (Motion to approve requires a roll call vote.)

Presenter: John Ilasin, Public Works Director

Motion by Councilmember Lee, seconded by Councilmember Carty to Authorize the City Manager to execute the Agreement with Walker Consultants to provide consulting services for the Parking Demand Analysis Update of the Downtown “T” area in an amount not-to-exceed \$24,555, thereby extending the term and increasing the maximum Agreement amount to \$72,379.88.

Roll call on motion:

AYES: Councilmember Alarcon, Councilmember Carty, Councilmember Lee, Mayor Nomura

NOES: Vice Mayor Clark

ABSTAIN: None

ABSENT: None

Motion carried.

14. Bob Hansen Creeks Preservation Program Annual Report

Recommendation: Receive a presentation on City efforts to protect and restore City creek resources as part of the Bob Hansen Creeks Preservation Program.

Presenter: Nick Bobroff, Principal Planner and Erin Maker, Environmental Program Manager

Motion by Councilmember Lee, seconded by Vice Mayor Clark to receive and file the annual Bob Hansen Creeks Preservation Program Report.

Roll call on motion:

AYES: Councilmember Alarcon, Councilmember Carty, Councilmember Lee, Vice Mayor Clark, Mayor Nomura

NOES: None

ABSTAIN: None

ABSENT: None

Motion carried unanimously.

15. Authorization for the Mayor to sign a Joint Mayor’s Letter (as defined in the staff report) with the other Contract Cities to the County of Santa Barbara Board of

Supervisors and Sheriff concerning the process of annual recomputation of compensation pursuant to the Agreement to Provide Law Enforcement Services, and for the City Manager on behalf of the City of Carpinteria to cooperate with the other Contract Cities to obtain necessary consultant services.

Recommendation: Authorize the Mayor to sign the Joint Mayors' Letter (as defined in the staff report) on behalf of the City of Carpinteria and for the City Manager to engage with the other Contract Cities to obtain necessary consultant services.

Staff Presenter: Dave Durflinger, City Manager

Motion by Councilmember Lee, seconded by Vice Mayor Clark to Authorize the Mayor to sign the Joint Mayors' Letter on behalf of the City of Carpinteria and for the City Manager to engage with the other Contract Cities to obtain necessary consultant services and to allow for any minor edits, as necessary.

Roll call on motion:

AYES: Councilmember Alarcon, Councilmember Carty, Councilmember Lee, Vice Mayor Clark, Mayor Nomura

NOES: None

ABSTAIN: None

ABSENT: None

Motion carried unanimously.

LEGISLATIVE UPDATE:

City Manager Durflinger spoke about the state and local fiscal recovery fund portion of the COVID-19 relief bill and SB 9. The City Council directed staff to bring forward an opposition letter on SB 9 at a future City Council meeting.

Speaker: Fred Shaw

COMMITTEE REPORTS, INQUIRIES AND OTHER MATTERS PRESENTED BY COUNCILMEMBERS

Councilmember Lee reported out on a recent Joint School Board District Committee meeting.

ATTENDANCE OF COUNCILMEMBERS FOR FUTURE MEETINGS

All Councilmembers are expected to attend the next City Council Meeting on March 8, 2021.

ADJOURNMENT

The meeting was adjourned at 10:36 p.m. by Mayor Nomura.

Wade T. Nomura, Mayor

ATTEST:

Fidela Garcia, City Clerk

City of Carpinteria
City Council Regular Meeting Minutes
Monday, March 8, 2021

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.

CALL TO ORDER

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

ROLL CALL

Councilmembers present:

Councilmember Fred Shaw
Councilmember Roy Lee
Vice Mayor Al Clark
Councilmember Gregg A. Carty
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
Mack Carlson, on behalf of Brownstein Hyatt Farber Schreck, LLP acting as City Attorney of the City of Carpinteria
Fidela Garcia, City Clerk
Mimi Audelo, Environmental Program Manager
John Ilasin, Public Works Director
Steve Goggia, Community Development Director
Licette Maldonado, Administrative Services Director
Erin Maker, Program Manager
Nick Bobroff, Principal Planner
Marysol Smith, Assistant Planner
Syndi Souter, Associate Planner

PLEDGE OF ALLEGIANCE

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

INTRODUCTIONS, PROCLAMATIONS AND PRESENTATIONS

1. Presentation on Carpinteria Oil & Gas Plant Decommissioning by Chevron representatives.

Speakers: Walid Masri, Director of West Coast Decommissioning Program made opening remarks and introduced Sara Dearman, Government and Public Affairs Advisor, PowerPoint presented; and Steve Goggia, Director of Community Development.

PUBLIC INFORMATION REPORTS AND ANNOUNCEMENTS

Sheriff's Lieutenant Arnoldi provided a crime report update.

CITY MANAGER'S REPORT

Mimi Audelo, Program Manager, provided a COVID-10 update. Dave Durflinger mentioned the Beach Berm would be removed this weekend.

PRESENTATIONS BY CITIZENS / PUBLIC COMMENT

Emails read: Frank Dambach (dated 2/20/21), Scott Underhill (dated 2/4/2021), Kevin Baird (dated 2/22/2021), and Marla Daily.

Speakers: Joyce Donaldson, Chief Operating Officer, Carpinteria Liaison and Lorraine McIntire.

AGENDA MODIFICATIONS:

CONSENT CALENDAR:

Motion by Councilmember Lee, seconded by Vice Mayor Clark, to approve the Consent Calendar Items 2 through 4.

Roll call on motion:

AYES: Councilmember Carty Councilmember Lee, , Vice Mayor Clark, Mayor Nomura

NOES: None

ABSTAIN: Councilmember Alarcon

ABSENT: None

The motion carried.

2. Approve the minutes of the special joint City Council, Planning Commission and Architectural Review Board meeting of November 30, 2020.
3. Expenditures for the period beginning February 13, 2021 and ending February 26, 2021.
4. Adopt Resolution No. 6031, authorizing the filing of the Transportation Development Act (TDA) Claim for Fiscal Year 2021-22 for Allocation of TDA Funds.

ADMINISTRATIVE MATTER:

5. Acceptance of an Easement for public parking purposes on the north-eastern portion of the Carpinteria oil and gas plant located at 5675 Carpinteria Avenue (APN 001-170-023); and adoption of Resolution No.6029 dedicating a portion of real property known as Carpinteria City Hall located at 5775 Carpinteria Avenue (APN 001-170-018) for public roadway purposes.

Recommendation: 1. Acceptance of an Easement for public parking purposes on the north-eastern portion of the Carpinteria oil and gas plant located at 5675 Carpinteria Avenue (APN 001-170-023); and 2. Adopt Resolution No. 6029 dedicating a portion of real property known as Carpinteria City Hall located at 5775 Carpinteria Avenue (APN 001-170-018) for public roadway purposes. (Requires a roll call vote.)

Presenter: Matt Roberts, Parks, Facilities & Recreation Director

Email Read: Peter Bonning

Email Distributed: Susan Mailheau

Speaker: Julia Mayer

Motion by Councilmember Lee, seconded by Vice Mayor Clark to accept the proposed easement for public parking purposes and to adopt Resolution No. 6029 as read by title only.

Roll call on motion:

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

The motion carried unanimously.

PUBLIC HEARING:

6. Second reading of Ordinance No. 742, as read by title only, that addresses Ownership Conversions Affecting Apartments; Conversion Permits, and amends the existing Condominium/Cooperative Conversion Ordinance found in CMC Chapter 14.74; and adoption of Resolution No. 6028, acknowledging receipt of, and accepting, the California Coastal Commission's certification of LCP Amendment LCP-4-CPN-20-0050-1 with suggested modifications (Condominium/Cooperative Conversion Ordinance, Project 20-2049-ORD/LCPA), and directing the City Manager to transmit this Resolution to the Coastal Commission Executive Director.

Recommendation: Adopt Ordinance No. 742, as read by title only on a second reading, and approve Resolution No. 6028.

Presenter: Steve Goggia, Community Development Director

No public comment was heard.

Motion by Vice Mayor Clark, seconded by Councilmember Carty to adopt Ordinance No. 742, as read by title only; and approve Resolution No. 6030, as read by title only.

Roll call on motion:

AYES: Councilmember Alarcon, Councilmember Carty Councilmember Lee, , Vice Mayor Clark, Mayor Nomura

NOES: None

ABSTAIN: None

ABSENT: None

The motion carried unanimously

OTHER BUSINESS:

7. Review of the Mid-Year Budget Report and making related adjustments to appropriations.

Recommendation: Accept the Mid-Year Budget Report and approve adjustments to the budget as summarized in Attachment D of the staff report.

Presenter: Licette Maldonado, Administrative Services Director, PowerPoint presented.

No public comment was heard.

Motion by Councilmember Lee, seconded by Councilmember Alarcon to accept the Mid-Year Budget Report and approve amendments to the adopted budget as provided for in Attachment D.

Roll call on motion:

AYES: Councilmember Alarcon, Councilmember Carty, Councilmember Lee, Vice Mayor Clark, Mayor Nomura

NOES: None

ABSTAIN: None

ABSENT: None

The motion carried unanimously.

8. Community Development Block Grant (CDBG) Committee recommendations concerning the 2021-2022 Public Services Grant Applications and allocation of program funds.

Recommendation: Allocate the CDBG Public Services Grant Funding pursuant to the recommendations of the City's CDBG Committee to equally share the funds between Peoples' Self-Help Housing's Carpinteria Camino Scholars program and the United Boys & Girls Club of Santa Barbara County's Carpinteria Unit. (Requires a roll call vote.)

Councilmember Alarcon stated she would be recuing herself from the matter in order to avoid the appearance of a conflict of interest because she has a son enrolled in the Carpinteria Boys and Girls Cub and a family member who is a Board member at Girls Inc. Councilmember Alarcon left the meeting at 7:30 p.m.

Presenter: Marysol Smith, Assistant Planner; PowerPoint presented.

Speakers: Zoe Atkins and Joanna Dominguez, representatives of People's Self-help Housing Carpinteria Scholars program.

Motion by Vice Mayor Clark, seconded by Councilmember Carty to allocate the 2021-2022 CDBG Public Services Grant Funding equally between the People's Self-help Housing and Carpinteria boys & Girls Club programs, as recommended by the CDBG Committee.

Roll call on motion:

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

The motion carried unanimously.

Councilmember Alarcon returned to the meeting at 7:39 p.m.

9. Presentation of New and Proposed State Housing Legislation.

Recommendation: Receive and file the report on new and proposed housing laws.

Presenters: Steve Goggia, Community Development Director and Mack Carlson, on behalf of Brownstein Hyatt Farber Schreck, LLP acting as City Attorney of the City of Carpinteria, PowerPoint presented.

No public comment was heard.

Motion by Vice Mayor Clark, seconded by Councilmember Carty to receive and file the report on new and proposed housing laws.

This matter was received and filed.

10. The City's 2020 Housing Element Annual Progress Report to the State Department of Housing and Community Development on progress implementing its goals, policies, and objectives.

Recommendation: Receive the 2020 Housing Element Annual Progress Report and direct that it be submitted to the State Housing and Community Development Department.

Presenter: Syndi Souter, Associate Planner; PowerPoint presented.

No public comment was received.

Motion by Councilmember Lee, seconded by Vice Mayor Clark to receive the 2020 Housing Element Annual Progress Report and direct that it be submitted to the State Housing and Community Development Department.

Roll call on motion:

AYES: Councilmember Alarcon, Councilmember Carty, Councilmember Lee, Vice Mayor Clark, Mayor Nomura

NOES: None

ABSTAIN: None

ABSENT: None

The motion carried unanimously.

11. Award a Construction Contract for City Project No. 15116 – Pedestrian Crossing Safety Improvements Project to Toro Enterprises, Inc., in the Total Base Bid amount of \$145,376; and authorize the City Manager to execute an amendment to the related agreement for engineering support services with Encompass Consulting Group.

Recommendation: 1. Award a Construction Contract for City Project No. 15116 – Pedestrian Crossing Safety Improvements Project to Toro Enterprises, Inc., in the Total Base Bid amount of \$145,376; and 2. Authorize the City Manager to execute Amendment No. 1 to the Agreement with Encompass Consultant Group to provide engineering support services during construction for City Project No. 15116 – Pedestrian Crossing Safety Improvements Project in an amount not-to-exceed \$6,455, thereby extending the term and increasing the maximum Agreement amount to \$56,055.

Presenter: John L. Ilasin, Public Works Director

No public comment was received.

Motion by Councilmember Lee, seconded by Vice Mayor Clark to 1. Award a Construction Contract for City Project No. 15116 – Pedestrian Crossing Safety Improvements Project to Toro Enterprises, Inc., in the Total Base Bid amount of \$145,376; and 2. Authorize the City Manager to execute Amendment No. 1 to the Agreement with Encompass Consultant Group to provide engineering support services during construction for City Project No. 15116 – Pedestrian Crossing Safety Improvements Project in an amount not-to-exceed \$6,455, thereby extending the term and increasing the maximum Agreement amount to \$56,055.

Roll call on motion:

AYES: Councilmember Alarcon, Councilmember Carty, Councilmember Lee, Vice Mayor Clark, Mayor Nomura

NOES: None

ABSTAIN: None

ABSENT: None

The motion carried unanimously.

12. Closeout of Project No. 15112 – 2020 Pavement Rehabilitation Project and Project No. 15092-2 – Parking Lot No. 2 and Cactus Lane Improvements Project.

Recommendation: Authorize the Mayor to sign the Closeout Agreement and Release of Claims for Project No. 15112 – 2020 Pavement Rehabilitation Project and Project No. 15092-2 – Parking Lot No. 2 and Cactus Lane Improvements Project with Toro Enterprises, Inc. (Requires a roll call vote)

Presenter: John L. Ilasin, Public Works Director; PowerPoint presented.

No public comment was received.

Motion by Vice Mayor Clark, seconded Councilmember Alarcon to Authorize the Mayor to sign the Closeout Agreement and Release of Claims for Project No. 15112 – 2020 Pavement Rehabilitation Project and Project No. 15092-2 – Parking Lot No. 2 and Cactus Lane Improvements Project with Toro Enterprises, Inc.

Roll call on motion:

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

The motion carried unanimously.

13. Approval of a letter for Mayor's signature opposing unless amended Senate Bill 9 (Atkins), concerning increased density in single-family zone districts.

Recommendation: Approve the draft letter for the Mayor's signature and submittal to appropriate State representatives.

Presenter: Dave Durflinger, City Manager

No public comment was received.

Motion by Councilmember Vice Mayor Clark, seconded by Councilmember Carty to approve for the Mayor's signature the letter establishing the City's opposition unless amended by Senate Bill 9.

Roll call on motion:

AYES: Councilmember Alarcon, Councilmember Carty, Councilmember Lee, Vice Mayor Clark, Mayor Nomura

NOES: None

ABSTAIN: None

ABSENT: None

The motion carried unanimously.

14. Review and Respond to Letter from Sheriff's Office Requesting 45-Day Extension of Time to Engage in Good Faith Mutual Efforts to Resolve Current Law Enforcement Contract Dispute.

Recommendation: Receive letter from Sheriff's Office requesting 45-day extension of time to engage in good faith mutual efforts to resolve dispute regarding law enforcement contract dispute and authorize City Manager to draft response pursuant to Council's direction at meeting.

Presenter: Dave Durflinger, City Manager

No public comment was received.

Motion by Councilmember Lee, seconded by Councilmember Alarcon to Receive letter from Sheriff's Office requesting 45-day extension of time to engage in good faith mutual efforts to resolve current law enforcement contract dispute and direct staff to work with Public Safety Committee to draft responsive letter agreeing to 45-day extension (until April 26, 2021) and setting expectations for negotiations during this extension.

Roll call on motion:

AYES: Councilmember Alarcon, Councilmember Carty, Councilmember Lee, Vice Mayor Clark, Mayor Nomura

NOES: None

ABSTAIN: None

ABSENT: None

The motion carried unanimously.

LEGISLATIVE UPDATE:

City Manager Mr. Durflinger provided an update on the COVID-19 Federal relief bill and stated should it pass it would go before the Finance Committee for a recommendation to the City Council on prioritizing use of those funds.

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

ATTENDANCE OF COUNCILMEMBERS FOR FUTURE MEETINGS

All Councilmembers are expected to be in attendance at the next City Council Meeting on March 22, 2021.

ADJOURNMENT

Mayor Nomura adjourned the meeting at 9:10 p.m.

Wade T. Nomura, Mayor

ATTEST:

Fidela Garcia, City Clerk



City of Carpinteria

COUNCIL AGENDA STAFF REPORT March 22, 2021

ITEM FOR COUNCIL CONSIDERATION

Contracts Executed by the City Manager on behalf of the City for the Period of February 13, 2021, through March 16, 2021.

STAFF RECOMMENDATION

Action Item ____; Non-Action Item X

Receive and file Report of Contracts Executed by the City Manager for the Period of February 13, 2021, through March 16, 2021.

DISCUSSION

The City Manager is delegated authority by the Carpinteria Municipal Code (CMC), §2.08.150B, to execute contracts on behalf of the City in the amount of \$30,000 or less. Pursuant to CMC §2.08.150C, a list of all contracts executed by the City Manager is provided for City Council information and appended to this Staff Report as Attachment A. Attachment A lists all contracts entered into on behalf of the City for goods, construction and services for the Period of February 13, 2021, through March 16, 2021.

FINANCIAL CONSIDERATIONS

All contracts entered into are within the appropriated budgeted amounts.

ATTACHMENTS

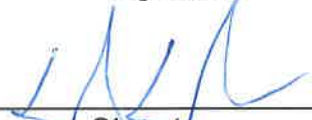
A. Report of Contracts Executed by the City Manager

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

Reviewed by: Dave Durflinger, City Manager



Signature



Signature

ATTACHMENT A

Report of Contracts Executed by the City Manager Period of February 13, 2021, through March 16, 2021.

VENDOR	PURPOSE	AMOUNT
KEYSER MARSTON ASSOCIATES, INC.	NEGOTIATION ASSISTANCE SERVICES FOR PROPOSED SURFLINER INN PROJECT.	\$15,000.00
FCG ENVIRONMENTAL	<u>CONTRACT CHANGE ORDER NO. 1</u> INCREASE IN COST NOT TO EXCEED \$3,935.00. ASBESTOS MONITORING, SAMPLING & TESTING FOR CITY HALL REMEDIATION & RENOVATION PROJECT NO. 15093.	\$3,935.00
MURALISIM INC.	CONTRACT AGREEMENT REG: PUBLIC ART MURAL ON BOATHOUSE. NOT TO EXCEED \$10,000.00.	\$10,000
SOUTHERN CALIFORNIA EDISON COMPANY	AGREEMENT FOR REPLACEMENT OF OVERHEAD WITH UNDERGROUND ELECTRICAL FACILITIES LOCATED AT CACTUS LANE AND CARPINTERIA AVENUE. NOT TO EXCEED \$24,926.00.	\$24,926.00
DAVIS CME	CONSTRUCTION MANAGEMENT SERVICES FOR PEDESTRIAN SAFETY IMPROVEMENTS PROJECT. NOT TO EXCEED \$22,385.00.	\$22,385.00
TORO ENTERPRICES, INC.	<u>CONTRACT CHANGE ORDER NO. 8</u> PROJECT NAME: 2020 PAVEMENT REHABILITATION PROJECT: PARKING LOT NO.2 AND CACTUS LANE IMPROVEMEENT PROJECT NO. 15112 & 15092. NOT TO EXCEED \$28,941.30	\$28,941.30



City of Carpinteria

COUNCIL AGENDA STAFF REPORT March 22, 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 ☒

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 February 28, 2021, the City held cash and cash investments as shown in the table below.

Table I

<u>CASH ACTIVITY FOR THE MONTH:</u>	
Cash and Investment Beginning of the Month	\$ 12,751,164.14
Cash Receipts	2,610,758.92
Cash Disbursements	(1,824,909.79)
Cash and Investment End of the Month	<u>\$ 13,537,013.27</u>

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 February 28th the portfolio's average days to maturity was 1.65 years, the average coupon rate was 2.08%, the average yield to maturity was 0.15%, the par value was \$5,1158,000 and Market Value was \$5,351,859.46.

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 September 1, 2021.

LEGAL

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

PRINCIPAL PARTIES EXPECTED AT MEETING

Unknown

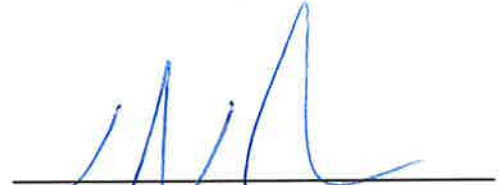
ATTACHMENTS

City of Carpinteria Treasurer's Report

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


Signature

Reviewed by: Dave Durlinger, 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 February 2021

CASH ACTIVITY FOR THE MONTH:

Cash and Investment Beginning of the Month	\$ 12,751,164.14
Cash Receipts	2,610,758.92
Cash Disbursements	(1,824,909.79)
Cash and Investment End of the Month	<u><u>\$ 13,537,013.27</u></u>

CASH AND INVESTMENT PORTFOLIO:

<u>Type of Investment/Coupon/CUSIP #</u>	<u>Institution/Issuer</u>	<u>Yield to Maturity</u>	<u>Maturity Date</u>	<u># Days to Maturity</u>	<u>Par Value</u>	<u>Market Value (1)</u>	<u>Book Value (2)</u>
Demand Deposit - General Checking	Montecito Bank	N/A	N/A	N/A	311,304.46	311,304.46	311,304.46
Demand Deposit - Premier Public Money Market	Montecito Bank	0.62%	3/1/2021	1	3,184,550.31	3,184,550.31	3,184,550.31
Demand Deposit - Section 125 Checking	Montecito Bank	N/A	N/A	N/A	5,977.39	5,977.39	5,977.39
Demand Deposit - Payroll Checking	Montecito Bank	N/A	N/A	N/A	11,967.62	11,967.62	11,967.62
Demand Deposit - Money Market	Charles Schwab	0.01%	3/1/2021	1	54.89	54.89	54.89
Local Agency Investment Fund	State of California	0.62%	3/1/2021	1	4,878,373.86	4,878,373.86	4,878,373.86
Treasury Note, 1.125% (912828P87)	U.S. Government	0.12%	2/28/2021	0	92,000.00	92,000.00	91,803.96
Treasury Note, 2.5% (9128286D7)	U.S. Government	0.15%	2/28/2021	0	100,000.00	100,000.00	100,020.72
Treasury Note, 1.25% (912828Q37)	U.S. Government	0.10%	3/31/2021	31	101,000.00	101,094.69	100,586.10
Treasury Note, 1.375% (912828Q78)	U.S. Government	0.11%	4/30/2021	61	101,000.00	101,205.15	101,378.75
Treasury Note, 1.375% (912828R77)	U.S. Government	0.13%	5/31/2021	92	90,000.00	90,295.31	89,913.36
Treasury Note, 1.125% (912828S27)	U.S. Government	0.13%	6/30/2021	122	93,000.00	93,334.21	92,581.69
Treasury Note, 1.125% (912828S76)	U.S. Government	0.14%	7/31/2021	153	94,000.00	94,411.25	93,749.81
Treasury Note, 1.125% (912828F6)	U.S. Government	0.14%	8/31/2021	184	91,000.00	91,483.44	91,000.00
Treasury Note, 1.125% (912828T34)	U.S. Government	0.15%	9/30/2021	214	91,000.00	91,554.53	90,982.35
Treasury Note, 1.25% (912828T67)	U.S. Government	0.15%	10/31/2021	245	94,000.00	94,734.38	93,759.60
Treasury Note, 1.75% (912828U65)	U.S. Government	0.14%	11/30/2021	275	95,000.00	96,187.50	94,954.72
Treasury Note, 2.0% (912828U81)	U.S. Government	0.14%	12/31/2021	306	107,000.00	108,705.31	106,711.89
Treasury Note, 1.875% (912828V72)	U.S. Government	0.15%	1/31/2022	337	130,000.00	132,112.50	129,304.11
Treasury Note, 1.875% (912828W55)	U.S. Government	0.15%	2/28/2022	365	138,000.00	140,436.56	137,594.13
Treasury Note, 1.875% (912828W89)	U.S. Government	0.15%	3/31/2022	396	132,000.00	134,516.25	131,530.54
Treasury Note, 1.875% (912828X47)	U.S. Government	0.16%	4/30/2022	426	167,000.00	170,418.27	166,999.92
Treasury Note, 1.75% (912828XR6)	U.S. Government	0.16%	5/31/2022	457	179,000.00	182,663.90	178,310.26
Treasury Note, 1.75% (912828XW5)	U.S. Government	0.16%	6/30/2022	487	177,000.00	180,844.21	176,343.17
Treasury Note, 1.875% (912828P4)	U.S. Government	0.16%	7/31/2022	518	177,000.00	181,369.69	176,924.33
Treasury Note, 1.625% (912828S8)	U.S. Government	0.16%	8/31/2022	549	168,000.00	171,753.74	167,062.69
Treasury Note, 1.875% (912828W9)	U.S. Government	0.16%	9/30/2022	579	165,000.00	169,537.50	164,718.17
Treasury Note, 2.0% (912828C2)	U.S. Government	0.16%	10/31/2022	610	179,000.00	184,565.77	178,509.11
Treasury Note, 2.0% (912828M80)	U.S. Government	0.17%	11/30/2022	640	175,000.00	180,687.50	174,454.00
Treasury Note, 2.125% (912828N30)	U.S. Government	0.17%	12/31/2022	671	161,000.00	166,861.40	160,091.79
Treasury Note, 2.375% (912828U2)	U.S. Government	0.17%	1/31/2023	702	169,000.00	176,235.31	168,003.85
Treasury Note, 2.625% (912828A5)	U.S. Government	0.17%	2/28/2023	730	171,000.00	179,443.13	171,184.09
Treasury Note, 2.5% (912828D9)	U.S. Government	0.17%	3/31/2023	761	171,000.00	179,389.69	170,243.30
Treasury Note, 2.625% (912828U1)	U.S. Government	0.19%	6/30/2023	852	100,000.00	105,718.75	99,563.57

CITY OF CARPINTERIA TREASURER'S REPORT
For the Month Ended February 2021

Treasury Note, 2.75%, (912828Y61)	U.S. Government	0.19%	7/31/2023	883	400,000.00	424,625.00	398,795.22
Treasury Note, 2.75%, (9128284X5)	U.S. Government	0.20%	8/31/2023	914	400,000.00	425,375.00	399,721.60
Treasury Note, 2.875%, (9128285D8)	U.S. Government	0.20%	9/30/2023	944	250,000.00	267,109.38	249,335.00
Treasury Note, 2.5%, (9128285Z9)	U.S. Government	0.22%	1/31/2024	1067	200,000.00	212,937.50	199,388.94
Treasury Note, 2.375%, (9128286G0)	U.S. Government	0.23%	2/29/2024	1096	200,000.00	212,437.50	199,264.00
					13,550,228.53	13,726,272.85	13,537,013.27

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

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

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

Based upon currently budgeted revenues and expenditures, the City currently has sufficient liquid financial resources to meet anticipated expenditures during the period 3/01/21 through 9/01/21.

WEIGHTED AVERAGE MATURITY OF PORTFOLIO

As of February 28, 2021 the weighted average days to maturity of the City's investment portfolio is 1.65 years.

FOOTNOTES TO REPORT/DEFINITION OF TERMS:

- (1) The market value of U.S. Government 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 March 22, 2021

ITEM FOR COUNCIL CONSIDERATION

Expenditures for the period beginning February 27, 2021 and ending March 12, 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 February 27, 2021 and ending March 12, 2021.

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



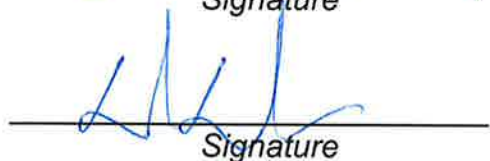
Signature

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: 02/27/2021 - 03/12/2021

Payable #	Vendor Name Payable Type	Post Date	Payment Date Payable Description	Payment Type	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
INV0002079	ASHLEY CHAPARRO Invoice	03/01/2021	03/04/2021 MONTHLY CELL PHONE ALLOWANCE	EFT	65.00	573
INV0002082	BRIAN BARRETT Invoice	03/01/2021	03/04/2021 MONTHLY CELL PHONE ALLOWANCE	EFT	65.00	574
INV0002083	DAN CHEPLEY Invoice	03/01/2021	03/04/2021 MONTHLY CELL PHONE ALLOWANCE	EFT	65.00	575
INV0002084	DAVID DURFLINGER Invoice	03/01/2021	03/04/2021 MONTHLY CELL PHONE ALLOWANCE	EFT	65.00	576
INV0002086	DAVID HERNANDEZ Invoice	03/01/2021	03/04/2021 MONTHLY CELL PHONE ALLOWANCE	EFT	65.00	577
INV0002090	ERIN MAKER Invoice	03/01/2021	03/04/2021 MONTHLY CELL PHONE ALLOWANCE	EFT	65.00	578
INV0002085	FIDELA GARCIA Invoice	03/01/2021	03/04/2021 MONTHLY CELL PHONE ALLOWANCE	EFT	65.00	579
INV0002092	HENRY MENENDEZ Invoice	03/01/2021	03/04/2021 MONTHLY CELL PHONE ALLOWANCE	EFT	65.00	580
INV0002095	JAYNE DIAZ Invoice	03/01/2021	03/04/2021 MEDICAL REIMBURSEMENT	EFT	579.56	581
INV0002089	JOHN ILASIN Invoice	03/01/2021	03/04/2021 MONTHLY CELL PHONE ALLOWANCE	EFT	65.00	582
INV0002096	LARRY DRIGGERS Invoice	03/01/2021	03/04/2021 MEDICAL REIMBURSEMENT	EFT	579.56	583
INV0002087	LAURA HERNANDEZ Invoice	03/01/2021	03/04/2021 MONTHLY CELL PHONE ALLOWANCE	EFT	65.00	584
INV0002091	LICETTE MALDONADO Invoice	03/01/2021	03/04/2021 MONTHLY CELL PHONE ALLOWANCE	EFT	65.00	585
INV0002094	MARY ANN COLSON Invoice	03/01/2021	03/04/2021 MEDICAL REIMBURSEMENT	EFT	579.56	586
INV0002093	MATTHEW ROBERTS Invoice	03/01/2021	03/04/2021 MONTHLY CELL PHONE ALLOWANCE	EFT	65.00	587
INV0002081	MIRIAM AUDELO Invoice	03/01/2021	03/04/2021 MONTHLY CELL PHONE ALLOWANCE	EFT	65.00	588
INV0002098	NICHOLAS BOBROFF Invoice	03/01/2021	03/04/2021 MONTHLY CELL PHONE ALLOWANCE	EFT	65.00	589
INV0002097	PATRICIA LEMERE Invoice	03/01/2021	03/04/2021 MEDICAL REIMBURSEMENT	EFT	579.56	590
INV0002100	RITA BRIGHT Invoice	03/01/2021	03/04/2021 MONTHLY CELL PHONE ALLOWANCE	EFT	65.00	591
	ROBERT HOWARD		03/04/2021	EFT	65.00	592

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Payable #	Vendor Name Payable Type	Post Date	Payment Date Payable Description	Payment Type	Payment Amount	Number
INV0002088	Invoice	03/01/2021	MONTHLY CELL PHONE ALLOWANCE			
	RON ALONZO		03/04/2021	EFT	65.00	593
INV0002080	Invoice	03/01/2021	MONTHLY CELL PHONE ALLOWANCE			
	STEVEN GOGGIA		03/04/2021	EFT	65.00	594
INV0002099	Invoice	03/01/2021	MONTHLY CELL PHONE ALLOWANCE			
	TIFFANY SMITH		03/04/2021	EFT	65.00	595
INV0002101	Invoice	03/01/2021	MONTHLY CELL PHONE ALLOWANCE			
	AMERICAN AUTOMATIC DOORS, INC		03/04/2021	Regular	150.00	99012
28788	Invoice	03/04/2021	FIXING RIGHT SIDE DOOR AT CITY HALL			
	A-OK POWER EQUIPMENT		03/04/2021	Regular	98.91	99013
572680	Invoice	03/04/2021	GEARBOX GREASE & LUBRICANT FOR WEED EATER			
	BENGAL ENGINEERING		03/04/2021	Regular	17,838.75	99014
4411	Invoice	03/04/2021	DESIGN SERVICES FOR RINCON TRAIL THROUGH 01/31/21			
	BIG GREEN CLEANING COMPANY		03/04/2021	Regular	2,562.00	99015
573123	Invoice	03/04/2021	FEB21 CONTRACTED CLEANING SERVICE-5103 CARP AVE.			
573124	Invoice	03/04/2021	FEB21 CONTRACTED CLEANING SERVICE-CITY & VETS HALL			
	CANNON		03/04/2021	Regular	1,244.00	99016
75445	Invoice	03/04/2021	JAN21 PERMIT COMPLIANCE INSPECTIONS			
	COUNTY OF SANTA BARBARA COMMUNITY SE		03/04/2021	Regular	280,000.00	99017
2021-430	Invoice	03/04/2021	CITY CONTRIBUTION TOWARDS CARP BRANCH LIBRARY			
2021-434	Invoice	03/04/2021	FY20-21FRIENDS OF THE LIBRARY ANNUAL CONTRIBUTION			
	DETROIT INDUSTRIAL TOOL		03/04/2021	Regular	320.17	99018
583255	Invoice	03/04/2021	WHEELS TO CUT ASPHALT & METAL FOR PUBLIC WORKS USE			
	ENCOMPASS CONSULTANT GROUP, INC		03/04/2021	Regular	22,973.75	99019
02670	Invoice	03/04/2021	JAN21 ENGINEERING SERV. FOR 2021 CARP PAVE REHAB			
	GRACENOTE		03/04/2021	Regular	69.23	99020
9747059662	Invoice	03/04/2021	FEB21 LISTING DISTRIBUTIONS SERVICES-GATV			
	INTERWEST CONSULTING GROUP		03/04/2021	Regular	2,640.00	99021
66754	Invoice	03/04/2021	JAN21 TRAFFIC AUGMENTATION SERVICES			
66755	Invoice	03/04/2021	JAN21 ENGINEERING SERV. FOR CROSSWALK IMPROVEMENTS			
	JOHNSTONE SUPPLY		03/04/2021	Regular	32.89	99022
3053782	Invoice	03/04/2021	SWITCH PRESS FOR HEATER/AC UNIT AT SEASIDE BUILDIN			
	LIEBERT CASSIDY WHITMORE		03/04/2021	Regular	1,565.50	99023
1513660	Invoice	03/04/2021	PROFESSIONAL LEGAL SERVICES THROUGH 01/31/21			
	MEARS DESIGN GROUP		03/04/2021	Regular	5,275.00	99024
2009	Invoice	03/04/2021	DEC20/JAN21 CONSTRUCT DOCUMENT FOR SKATE PARK			
	MISSION UNIFORM SERVICE		03/04/2021	Regular	133.20	99025
514118877	Invoice	03/04/2021	MAT & TOWEL REPLACEMENT AT CITY HALL-02/01/21			
514151257	Invoice	03/04/2021	WORKS PANTS FOR T.G.- 02/08/21			
514160698	Invoice	03/04/2021	MAT & TOWEL REPLACEMENT AT CITY HALL-02/08/21			
	PACIFIC SWEEP		03/04/2021	Regular	4,764.39	99026
13494	Invoice	03/04/2021	JANUARY 2021 CONTRACTED STREET SWEEPING			
	PROJECT SUPPORT SERVICES INC.		03/04/2021	Regular	312.50	99027
03092816	Invoice	03/04/2021	JAN21 PROJECT SERVICES FOR POOL MULTIPURPOSE ROOM			
	QUADIENT LEASING USA INC.		03/04/2021	Regular	626.29	99028
N8737031	Invoice	03/04/2021	LEASE PAYMENT FOR POSTAGE MACHINE MAR-JUN 2021			

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Payable #	Vendor Name Payable Type	Post Date	Payment Date Payable Description	Payment Type	Payment Amount	Number
	ROCKWELL PRINTING		03/04/2021	Regular	103.26	99029
37250	Invoice	03/04/2021	BUSINESS CARDS FOR T. SMITH			
37348	Invoice	03/04/2021	2021 PAVEMENT REHAB PROJECT POSTCARDS FOR RESIDENT			
	S&S SEEDS		03/04/2021	Regular	195.11	99030
OP-70566-21	Invoice	03/04/2021	SEEDS FOR NEW PLANTS & FLOWERS THROUGHOUT CITY			
	SANTA BARBARA COUNTY, APCD		03/04/2021	Regular	1,376.62	99031
56476	Invoice	03/04/2021	EMISSIONS FEE FOR PORTABLE EMERGENCY GENERATOR			
56477	Invoice	03/04/2021	EMISSIONS FEE FOR STATIONARY EMERGENCY GENERATOR			
R 11561-R5	Invoice	03/04/2021	OP PER. FOR STATIONARY EMERGENCY GENERATOR AT C.H			
	SANTA BARBARA COUNTY, SHERIFF'S DEPT		03/04/2021	Regular	48,388.57	99032
1091	Invoice	03/04/2021	FY20-21 REQUESTED SUMMER OVERTIME DUE TO CO-VID			
	SANTA BARBARA SAND & TOP SOIL CORP		03/04/2021	Regular	447.16	99033
112317	Invoice	03/04/2021	SAND FOR SAND BAGS AT PUBLIC WORKS YARD			
	SO CA EDISON		03/04/2021	Regular	4,891.10	99034
FEB21 2-00-378-20	Invoice	03/04/2021	ELECTRICITY-MULTIPLE LOCATIONS			
FEB21 2-17-070-74	Invoice	03/04/2021	ELECTRICITY-1 CARPINTERIA TC1			
FEB21 2-19-146-82	Invoice	03/04/2021	ELECTRICITY-4950 9TH ST BT HM			
	STAPLES ADVANTAGE		03/04/2021	Regular	457.60	99035
34689360693	Invoice	03/04/2021	COPY PAPER & COLOR TONER FOR POOL			
3469183814	Invoice	03/04/2021	BLACK PRINTER TONER FOR POOL			
	THE STORAGE PLACE		03/04/2021	Regular	370.00	99036
50393	Invoice	03/04/2021	UNIT 0905 RENT 02/23/21-03/22/21			
	TWO TRUMPETS COMMUNICATIONS		03/04/2021	Regular	4,920.00	99037
1150	Invoice	03/04/2021	JAN21 COMMUNICATIONS SERVICES			
	UNDERGROUND SERVICE ALERT OF SOUTHER		03/04/2021	Regular	128.80	99038
120210154	Invoice	03/04/2021	JAN21 NEW MONTHLY TICKET CHARGES & DATABASE FEE			
	WEX BANK (76)		03/04/2021	Regular	221.28	99039
70490935	Invoice	03/04/2021	FEB21 FUEL FOR CITY VEHICLES			
	ZWORLD GIS		03/04/2021	Regular	2,500.00	99040
2021-0265	Invoice	03/04/2021	MAPPING/GIS SERVICES			
	AFLAC		03/04/2021	Regular	648.05	99041
457019	Invoice	02/28/2021	FEBRUARY 2021 EMPLOYEE PREMIUMS			
	GUARDIAN		03/04/2021	Regular	8,213.74	99042
FEB21 PREMIUMS	Invoice	02/28/2021	FEB21 PREMIUMS			
	TRANSAMERICA EMPLOYEE BENEFITS		03/04/2021	Regular	698.15	99043
2504102427	Invoice	02/28/2021	FEBRUARY 2021 EMPLOYEE PREMIUMS			
	MISSION UNIFORM SERVICE		03/04/2021	Regular	272.19	99044
514118876	Invoice	03/04/2021	MAINTENANCE CREW NEW RENTAL UNIFORMS-02/01/21			
514160697	Invoice	03/04/2021	MAINTENANCE CREW NEW RENTAL UNIFORMS-02/08/21			
514203257	Invoice	03/04/2021	MAINTENANCE CREW NEW RENTAL UNIFORMS-02/15/21			
	ADVANTAGE TELECOM		03/11/2021	Regular	73.43	99045
122530	Invoice	03/11/2021	MAR21 EMERGENCY PHONE LINE SERVICES			
	ANIMAL MEDICAL CLINIC		03/11/2021	Regular	4,773.00	99046
280173	Invoice	03/11/2021	DEC20 VET CONTRACT SERV & DOG LICENSING ISSUANCE			
278824	Invoice	03/11/2021	PRE-OP PROFILE FOR STRAY ANIMAL-12/4/20			
282149	Invoice	03/11/2021	JAN21 VET CONTRACT SERV & DOG LICENSING ISSUANCE			
284723	Invoice	03/11/2021	FEB20 CONTRACTED VET SERVICES			
284725	Invoice	03/11/2021	FEB20 DOG LICENSING ISSUANCE			

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Payable #	Vendor Name Payable Type	Post Date	Payment Date Payable Description	Payment Type	Payment Amount	Number
674123	CAL-COAST MACHINERY, INC. Invoice	03/11/2021	03/11/2021 HEADLIGHT, NUTS, BOLTS, SEAL FOR SM. BACKHOE REPAIR	Regular	836.16	99047
674324	Invoice	03/11/2021	HEADLIGHT FOR FLEET REPAIR FOR PW TRACTOR			
56726	COASTAL VIEW NEWS Invoice	03/11/2021	03/11/2021 ABOP ADVERTISING-2/11/21	Regular	2,072.00	99048
56729	Invoice	03/11/2021	NOTICE OF VIRTUAL PUBLIC MEETING AD-02/11/21			
56730	Invoice	03/11/2021	REQUEST FOR PROPOSALS ADVERTISING-02/11/21			
56731	Invoice	03/11/2021	SHOP LOCAL PROMOTION ADVERTISING-02/11/21-04/08/21			
56737	Invoice	03/11/2021	NOTICE OF VIRTUAL PUBLIC MEETING AD-02/18/21			
MAR21 001 3011 0	COX BUSINESS Invoice	03/11/2021	03/11/2021 MAR21-CITY HALL TV & INTERNET SERVICE	Regular	601.69	99049
MAR21 001 3011 0	Invoice	03/11/2021	MAR21-POOL & GARDEN INTERNET & PHONE			
202100462	DUDEK Invoice	03/11/2021	03/11/2021 DEC20 ENVIRONMENTAL SERVICES FOR RINCON MULTI-USE	Regular	38,750.00	99050
7069	EASY LIFT TRANSPORTATION Invoice	03/11/2021	03/11/2021 FEB21 CLAIM PER CONTRACT	Regular	1,000.00	99051
21110	ELITE GENERAL ENGINEERING Invoice	03/11/2021	03/11/2021 SIDEWALK REPAIRS 1/18/21-1/20/21	Regular	10,731.60	99052
MAR21 209-188-25	FRONTIER COMMUNICATIONS Invoice	03/11/2021	03/11/2021 PHONE & INTERNET SERVICES FOR LG & BEACHSTORE	Regular	347.97	99053
02/18/2021	HOUSING TRUST FUND OF SANTA BARBARA C Invoice	03/11/2021	03/11/2021 WORKFORCE HOMEBUYER DOWN PAYMENT PROGRAM SERVICES	Regular	1,000.00	99054
22114937	JOHNSON CONTROLS FIRE PROTECTION LP Invoice	03/11/2021	03/11/2021 MAR2021-FEB2022 ANNUAL ALARM MONITORING AGREEMENT	Regular	780.00	99055
514203258	MISSION UNIFORM SERVICE Invoice	03/11/2021	03/11/2021 MAT & TOWEL REPLACEMENT AT CITY HALL-02/15/21	Regular	38.60	99056
600-2021-01	MRS ENVIRONMENTAL, INC Invoice	03/11/2021	03/11/2021 OIL & GAS ON CALL ENVIRONMENTAL SERV. DEC20-JAN21	Regular	3,300.00	99057
INV0002138	PLANNING & DEVELOPMENT-COUNTY OF SAN Invoice	03/11/2021	03/11/2021 JUL20 COUNTY PLANNING CHECKS FOR RINCON MULTI USE	Regular	8,316.60	99058
INV0002139	Invoice	03/11/2021	FEB21 COUNTY PLANNING CHECKS FOR RINCON MULTI USE			
INV0002140	Invoice	03/11/2021	SEP20 COUNTY PLANNING CHECKS FOR RINCON MULTI USE			
INV0002141	Invoice	03/11/2021	OCT20 COUNTY PLANNING CHECKS FOR RINCON MULTI USE			
INV0002142	Invoice	03/11/2021	NOV20 COUNTY PLANNING CHECKS FOR RINCON MULTI USE			
INV0002143	Invoice	03/11/2021	DEC20 COUNTY PLANNING CHECKS FOR RINCON MULTI USE			
1232	RISDON'S 76 SERVICE Invoice	03/11/2021	03/11/2021 CAR WASH FOR CODE COMPLIANCE VEHICLE-HM 02/05/21	Regular	75.00	99059
2017	Invoice	03/11/2021	CAR WASH FOR CODE COMPLIANCE VEHICLE-HM 02/07/21			
4676	Invoice	03/11/2021	CAR WASH FOR CODE COMPLIANCE VEHICLE-HM 02/14/21			
7899	Invoice	03/11/2021	CAR WASH FOR CODE COMPLIANCE VEHICLE-HM 02/21/21			
9389	Invoice	03/11/2021	CAR WASH FOR CODE COMPLIANCE VEHICLE-HM 02/25/21			
1452	ROY HARTHORN Invoice	03/11/2021	03/11/2021 FEB21 PLAN CHECK SERVICES	Regular	6,353.40	99060
CEQA FILING 2041	SANTA BARBARA COUNTY CLERK OF THE BOA Invoice	03/11/2021	03/11/2021 NOTICE OF EXEMPTION FILING FEE	Regular	50.00	99061
FEB21 2-14-791-58	SO CA EDISON Invoice	03/11/2021	03/11/2021 ELECTRICITY-101 ASH AVE	Regular	1,486.67	99062
FEB21 2-22-684-64	Invoice	03/11/2021	ELECTRICITY-100 LINDEN			
FEB21 2-26-504-72	Invoice	03/11/2021	ELECTRICITY-CAPP AV/CSTS PAS 609			
FEB21 2-30-652-42	Invoice	03/11/2021	ELECTRICITY-5103 CARPINTERIA AVE			

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Payable #	Vendor Name Payable Type	Post Date	Payment Date Payable Description	Payment Type	Payment Amount	Number
FEB21 2-32-832-75	Invoice	03/11/2021	ELECTRICITY-941 WALNUT AVE & 4851 5TH ST			
FEB21 2-42-793-79	Invoice	03/11/2021	ELECTRICITY-1115 LINDEN B PED			
FEB21 2-43-027-78	Invoice	03/11/2021	ELECTRICITY-901 CACTUS LN EV EV			
FEB21 2-43-100-47	Invoice	03/11/2021	ELECTRICITY-901 CACTUS LN LGHT			
	SO CAL GAS		03/11/2021	Regular	5,477.64	99063
FEB21 006 514 270	Invoice	03/11/2021	NATURAL GAS-5305 CARPINTERIA AVE APT B (POOL)			
FEB21 014 914 323	Invoice	03/11/2021	NATURAL GAS-5103 CARPINTERIA AVE (FRIENDS OF LIBR)			
FEB21 016 913 950	Invoice	03/11/2021	NATURAL GAS-5775 CARPINTERIA AVE (CITY HALL)			
FEB21 140 914 308	Invoice	03/11/2021	NATURAL GAS-941 WALNUT AVE (VETS HALL)			
	SOLID WASTE SOLUTIONS INC		03/11/2021	Regular	121.00	99064
176	Invoice	03/11/2021	ANNUAL SOLID WASTE HAULERS PERMITS			
	STAPLES ADVANTAGE		03/11/2021	Regular	208.24	99065
3469386809	Invoice	03/11/2021	PRINTER INK FOR PW SHOP, BATH TISSUE, PAPER TOWELS			
	VJS BIOLOGICAL CONSULTING		03/11/2021	Regular	1,245.00	99066
03/02/2021	Invoice	03/11/2021	JAN21 & FEB21 BIOLOGICAL SERVICES			
	WALKER CONSULTANTS		03/11/2021	Regular	12,311.25	99067
37893801005	Invoice	03/11/2021	OCT20 PROFESSIONAL SERVICES FOR CARP DWNTN PARKING			
	WILLIAMS SCOTSMAN INC.		03/11/2021	Regular	441.05	99068
8433691	Invoice	03/11/2021	JAN21 LEASE FOR PARK & FAC MOBILE OFFICE			
	SANTA BARBARA COUNTY, SHERIFF'S DEPT		03/11/2021	Regular	340,878.67	99069
1134-1	Invoice	03/11/2021	JAN21 CONTRACTED LAW ENFORCEMENT SERVICES			
	ADELE GOGGIA		03/11/2021	Regular	1,200.00	99070
INV0002121	Invoice	03/11/2021	PAY PERIOD #5			
	SEIU LOCAL 620		03/11/2021	Regular	226.18	99071
INV0002130	Invoice	03/11/2021	Employee Union Dues Contribution			
	UNITED WAY OF SANTA BARBARA COUNTY		03/11/2021	Regular	24.00	99072
INV0002132	Invoice	03/11/2021	Employee United Way Contribution			
	VANTAGEPOINT TRANSFER AGENTS - 457		03/11/2021	Regular	3,337.89	99073
INV0002122	Invoice	03/11/2021	ICMA Employee Contributions			
INV0002123	Invoice	03/11/2021	ICMA Employee Contributions			



City of Carpinteria

COUNCIL AGENDA STAFF REPORT March 22, 2021

ITEM FOR COUNCIL CONSIDERATION

Resolution No. 6036, approving applications for Per Capita Grant funds to the California Department of Parks and Recreation Office of Grants and Local Services.

STAFF RECOMMENDATION

Action Item X ; Non-Action Item

Adopt Resolution No. 6036, approving applications for Per Capita Grant Funds.

Sample Motion: I move to Adopt Resolution No. 6036, as read by title only.

(Roll Call Vote required)

BACKGROUND

The Per Capita Program originates from Proposition 68, placed on the ballot via Senate Bill 5 (DeLeon, Chapter 852, statutes of 2017), and approved by voters on June 5, 2018. Funds for the program have been appropriated in the State Budget. Legislative program information is found in the Public Resources Code (PRC) beginning at §80000.

Under the General Per Capita Program, funds are available for local park rehabilitation, creation, and improvement grants to local governments on a per capita basis. Grant recipients are encouraged to utilize awards to rehabilitate existing infrastructure and to address deficiencies in neighborhoods lacking access to the outdoors (PRC §80061(a)). Projects must be for capital outlay; that is, acquisition of land, or improvements to existing property beyond its original condition. Operation, maintenance or repairs are not eligible. Per Capita grant funds are to be used to supplement existing expenditures, rather than replace them (PRC §80062(d)). Projects in the City of Carpinteria require a 20% match (PRC §80061(c)). The minimum allocation will be \$160,000 (the program states a minimum allocation of \$200,000 of which 20% match is deducted for State administration overhead).

In order to apply for the funding, the City of Carpinteria must pass a resolution specified in the Procedure Manual of the grant program.

DISCUSSION

In order to receive funds under the Per Capita Grant Program, the adoption of Resolution No. 6036 is required.

The Resolution includes provisions requiring the City to further expand efforts in promoting diversity and inclusion in our public park system.

The Per Capita Grant Program is a standing grant program that is funded when funds are available, usually when a Statewide Parks Bond Proposition is approved by the voters. This allocation come from Proposition 68 passed in 2018.

POLICY CONSISTENCY

The City's General Plan and Local Coastal Plan supports providing adequate parks and recreation facilities to meet the needs of the Community.

Open Space, Recreation & Conservation Element

Objective OSC-14. *Provide for adequate park and recreation facilities to meet the needs of the community and visitors.*

Implementation Measure 61. *Support development of new or expanded park and recreation facilities as demand/need dictates. When latent demand for parks and recreation facilities is identified, adequate parkland and facilities shall be identified and pursued.*

FINANCIAL CONSIDERATIONS

Adoption of the Resolution will allow the City of Carpinteria to apply for Per Capita grants for parks and recreation with a minimum allocation of \$160,000. A 20% local match is required equaling \$32,000. The match funds are available in the City's Park Improvement Fund.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

No legal analysis is presented as a part of this report.

OPTIONS

1. Adopt the Resolution No. 6036 to allow for the application for Per Capita grants.
2. Do not adopt Resolution No. 6036 and do not apply for grant funds under this program.

PRINCIPAL PARTIES EXPECTED AT MEETING

None.

ATTACHMENTS

Resolution No. 6036

Staff contact: Matt Roberts, Parks & Facilities Director
(805) 755-4449 mattr@ci.carpinteria.ca.us



Signature

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



Signature

RESOLUTION NUMBER: 6036

RESOLUTION OF THE CITY COUNCIL OF CITY OF CARPINTERIA APPROVING APPLICATION(S) FOR PER CAPITA GRANT FUNDS

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Per Capita Grant Program, setting up necessary procedures governing application(s); and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the grantee's Governing Body to certify by resolution the approval of project application(s) before submission of said applications to the State; and

WHEREAS, the grantee will enter into a contract(s) with the State of California to complete project(s);

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

1. Approves the filing of project application(s) for Per Capita program grant project(s); and
2. Certifies that said grantee has or will have available, prior to commencement of project work utilizing Per Capita funding, sufficient funds to complete the project(s); and
3. Certifies that the grantee has or will have sufficient funds to operate and maintain the project(s), and
4. Certifies that all projects proposed will be consistent with the park and recreation element of the City's general or recreation plan (PRC §80063(a)), and
5. Certifies that these funds will be used to supplement, not supplant, local revenues in existence as of June 5, 2018 (PRC §80062(d)), and
6. Certifies that it will comply with the provisions of §1771.5 of the State Labor Code, and
7. (PRC §80001(b)(8)(A-G)) To the extent practicable, as identified in the "Presidential Memorandum--Promoting Diversity and Inclusion in Our National Parks, National Forests, and Other Public Lands and Waters," dated January 12, 2017, the City will consider a range of actions that include, but are not limited to, the following:
 - (A) Conducting active outreach to diverse populations, particularly minority, low-income, and disabled populations and tribal communities, to increase awareness within those communities and the public generally about specific programs and opportunities.

- (B) Mentoring new environmental, outdoor recreation, and conservation leaders to increase diverse representation across these areas.
 - (C) Creating new partnerships with state, local, tribal, private, and nonprofit organizations to expand access for diverse populations.
 - (D) Identifying and implementing improvements to existing programs to increase visitation and access by diverse populations, particularly minority, low-income, and disabled populations and tribal communities.
 - (E) Expanding the use of multilingual and culturally appropriate materials in public communications and educational strategies, including through social media strategies, as appropriate, that target diverse populations.
 - (F) Developing or expanding coordinated efforts to promote youth engagement and empowerment, including fostering new partnerships with diversity-serving and youth-serving organizations, urban areas, and programs.
 - (G) Identifying possible staff liaisons to diverse populations.
8. Agrees that to the extent practicable, the project(s) will provide workforce education and training, contractor and job opportunities for disadvantaged communities (PRC §80001(b)(5)).
 9. Certifies that the grantee shall not reduce the amount of funding otherwise available to be spent on parks or other projects eligible for funds under this division in its jurisdiction. A one-time allocation of other funding that has been expended for parks or other projects, but which is not available on an ongoing basis, shall not be considered when calculating a recipient's annual expenditures. (PRC §80062(d)).
 10. Certifies that the grantee has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Procedural Guide; and
 11. Delegates the authority to the City Manager, or designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the grant scope(s); and
 12. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

NOW, THEREFORE, BE IT RESOLVED as follows:

PASSED, APPROVED AND ADOPTED on 22nd day of March, 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 resolution was adopted at a regular meeting of the City Council of the City of Carpinteria held on March 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 MARCH 22, 2021

ITEM FOR COUNCIL CONSIDERATION

Adoption of Resolution No. 6032, Directing the Preparation of a Street Lighting District No. 1 Report as a part of Consideration of Continuing the District for Fiscal Year 2021-22.

STAFF RECOMMENDATION

Action Item X ; Non-Action Item

Adopt the attached Resolution No. 6032, as read by title only, directing the City Manager to prepare an assessment report for the consideration of continuing Street Lighting District No. 1 for the Fiscal Year 2021-22.

Sample Motion: I move adoption of Resolution No. 6032, as read by title only, directing the City Manager to prepare an assessment report for the consideration of continuing Street Lighting District No. 1 for the Fiscal Year 2021-22.

BACKGROUND/DISCUSSION

Street Lighting District No. 1 (District) is legally an independent special district governed by the City of Carpinteria. In 1977, the District was established to finance street lighting costs and continues to date. Due to the fact that this District was formed before Proposition 13 and is a property taxing district, the District is entitled to a very small share (less than 1%) of the basic one percent property tax rate.

The purpose of this agenda matter is for the City Council to consider the first step of continuing Street Lighting District No. 1 for Fiscal Year 2021-22 by ordering the preparation of the District report.

POLICY CONSISTENCY

The maintenance of public street lighting, formerly supported by the subject District, can be found consistent with various City policies including the General Plan's Community Design policies for the Downtown area. The work is also consistent with the City's interest in protecting public health and safety.

FINANCIAL CONSIDERATIONS

Failure to continue the District would result in a loss of approximately \$200,000 in revenues to finance the cost of street lighting in the district and general fund. These funds have been used in the past to finance capital projects such as new or replacement street lights, etc. The fund balance as of June 30, 2020, is \$256,170.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

It has been determined that continuation of this District is not subject to the conditions of Proposition 218.

The following is the sequence of events for continuing the District:

- March 22, 2021 - Adopt a resolution ordering the preparation of a report describing the status of the District, which provides street lighting for the City and to provide projections for Fiscal Year 2021-22.
- April 26, 2021 - The report is presented by staff with recommendations.
Adopt a resolution accepting the report.
Adopt a resolution of intention to continue the District for next fiscal year and set for public hearing.
- May 24, 2021 - Conduct a public hearing on the proposal to continue the District.
Adopt a resolution continuing the District and levying the tax for fiscal year 2021-22.

OPTIONS

1. Adopt the attached Resolution No. 6032, as read by title only, directing the City Manager to prepare an assessment report for the consideration of continuing Street Lighting District No. 1 for the Fiscal Year 2021-22.
2. The City Council could choose not to order the preparation of the Annual Report; however, by omitting this step, the District would not be continued for Fiscal Year 2021-22.

PRINCIPAL PARTIES EXPECTED AT MEETING

There are no principal parties expected at the meeting.

ATTACHMENTS

Attachment A: Resolution No. 6032
Attachment B: State of Fund Transactions and Financial Condition for the District
Attachment C: District Boundary Map

Staff contact:

Brian C. Barrett,
Assistant to the Public Works Director
(805) 755-4446, brianb@ci.carpinteria.ca.us


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

Resolution No. 6032

RESOLUTION NO. 6032

**A RESOLUTION OF THE
CITY COUNCIL OF THE CITY OF CARPINTERIA
ORDERING THE CITY MANAGER TO PREPARE
AN ASSESSMENT DIAGRAM, PLANS, SPECIFICATIONS, ESTIMATE AND
REPORT,
PURSUANT TO THE PROVISIONS OF DIVISION 14, PART 1, CHAPTER 8.5
STREETS AND HIGHWAYS CODE, STREET LIGHTING ACT OF 1919,
AS AMENDED,
FOR THE FURNISHING OF ELECTRIC CURRENT,
FOR THE MAINTENANCE OF CERTAIN LIGHTING FIXTURES
AND APPLIANCES IN ALL PORTIONS OF THE CITY IN
STREET LIGHTING DISTRICT NO. 1
FOR THE PERIOD BEGINNING
JULY 1, 2021, AND ENDING JUNE 30, 2022**

WHEREAS, the continued public convenience and necessity require, and it is the intention of the City Council of the City of Carpinteria to order the furnishing of electric current, and the maintenance of lighting fixtures and appliances in said Street Lighting District No. 1 in the City of Carpinteria for the period beginning July 1, 2021 and ending June 30, 2022; and

WHEREAS, proceedings for such proposed improvements will be taken pursuant to the provisions of Division 14, Part 1, Chapter 8.5, Streets and Highways Code, Street Lighting Act of 1919, as amended; and

WHEREAS, the provisions of said Division 14, Part 1, Chapter 8.5, require a written report concerning such proposed improvements.

NOW, THEREFORE BE IT RESOLVED as follows:

SECTION 1. That the City Manager is hereby ordered to prepare a written report pursuant to the provisions of Section 18160 and 18161, Streets and Highways Code for the furnishing of electric current and the maintenance of certain lighting fixtures and appliances in all portions of the City that are within Street Lighting District No. 1 in said City for the period beginning July 1, 2021 and ending June 30, 2022.

PASSED, APPROVED AND ADOPTED on this 22nd day of March, 2021, by the following called votes:

AYES: COUNCILMEMBER(S):

NOES: COUNCILMEMBER(S):

ABSENT: COUNCILMEMBER(S):

ABSTAIN: COUNCILMEMBER(S):

Mayor, City of Carpinteria

ATTEST:

City Clerk, City of Carpinteria

I hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Carpinteria held on March 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

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ATTACHMENT B

State of Fund Transactions and Financial Condition for the District

STREET LIGHTING DISTRICT NUMBER 1
STATEMENT OF FUND TRANSACTIONS AND FINANCIAL CONDITION

FUND 29

STREET LIGHTING FUND	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	BUDGET 2020-21	PROJECTED 2021-22

A. SUMMARY OF FUND TRANSACTIONS:

Fund Balance; July 1	\$ 1,188,982	\$ 194,780	\$ 205,098	\$ 256,170	\$ 324,120
Fiscal Year Revenues	382,900	193,201	205,557	196,000	196,000
Fiscal Year Expenditures	1,377,102	182,883	154,486	128,050	128,050
Fund Balance; June 30	194,780	205,098	256,170	324,120	392,070
Revenue Over/(Under) Expense	\$ (994,202)	\$ 10,318	\$ 51,072	\$ 67,950	\$ 67,950

B. BALANCE SHEET, JUNE 30

ASSETS:

Cash in Savings	\$ 202,453	\$ 212,771	\$ 263,843	\$ 331,793	\$ 399,743
Accounts Receivable	628	-	-	-	-
Total Assets	203,081	212,771	263,843	331,793	399,743

LIABILITIES AND FUND BALANCE:

Accounts Payable	8,301	-	-	-	-
Fund Balance	194,780	212,771	263,843	331,793	399,743
Total Liabilities & Fund Balance	\$ 203,081	\$ 212,771	\$ 263,843	\$ 331,793	\$ 399,743

C. FISCAL YEAR REVENUE DETAIL:

Use of Money & Property	\$ 5,957	\$ 3,534	\$ 11,552	\$ 4,000	\$ 4,000
District #1-Property Taxes, Secured	343,996	176,305	181,368	178,500	178,500
District #1-Property Taxes, Unsecured	17,862	5,527	6,698	7,000	7,000
District #1-Supplemental Roll	9,051	5,026	4,324	5,000	5,000
District #1-Homeowners Reimbursement	1,787	862	827	500	500
Prior Years and Penalties	4,247	1,947	789	1,000	1,000
Total Revenues	\$ 382,900	\$ 193,201	\$ 205,557	\$ 196,000	\$ 196,000

D. FISCAL YEAR EXPENDITURE DETAIL:

Traffic Signals	\$ 15,923	\$ -	\$ -	\$ -	\$ -
Public Right of Way Expenses	10,498	38,929	30,617	17,250	17,250
Street Lighting	105,209	94,159	96,679	105,000	105,000
Supplies & Materials	2,448	3,654	7,913	5,000	5,000
Miscellaneous Operating Expense	3,118	-	-	800	800
Total Operating Expense	137,196	136,740	135,209	128,050	128,050
Transfers Out	89,906	46,143	19,277	-	-
Transfers Out Pension Trust	800,000	-	-	-	-
Transfers Out General Fund Capital	350,000	-	-	-	-
Total Transfers	1,239,906	46,143	19,277	-	-
Street Lights	-	-	-	-	-
Total Capital Outlay Expense	-	-	-	-	-
Total Expenditures	\$ 1,377,102	\$ 182,883	\$ 154,486	\$ 128,050	\$ 128,050

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ATTACHMENT C
District Boundary Map



City of Carpinteria
Street Lighting District No. 1
District Boundary Map



City of Carpinteria

COUNCIL AGENDA STAFF REPORT MARCH 22, 2021

ITEM FOR COUNCIL CONSIDERATION

Adoption of Resolution No. 6033, Directing the Preparation of a Lighting, Landscaping and Right of Way Improvement District No. 3 Report as a Part of Actions Necessary to Continue Lighting, Landscaping and Right of Way Improvement District No. 3 for Fiscal Year 2021-22

STAFF RECOMMENDATION

Action Item X ; Non-Action Item

Adopt the attached Resolution No. 6033, as read by title only, ordering the preparation of a report describing the financial status of the District and recommending assessments for Fiscal Year 2021-22 for Carpinteria Lighting, Landscaping and Right of Way Improvement District No. 3.

Sample Motion: I move adoption of Resolution No. 6033, as read by title only, directing the City Manager to prepare, or have prepared, a report describing the financial status of the District and recommending assessments for Fiscal Year 2021-22 for the Carpinteria Lighting, Landscaping and Right of Way Improvement District No. 3.

BACKGROUND/DISCUSSION

This assessment district was formed on June 8, 1985 by Resolution No. 1474, superseding Street Lighting District No. 2, providing funding for the maintenance of rights of way including repairs to curbs, gutters, sidewalks, tree removal and planting and the tree management program. Like the former Street Lighting District No. 2, this District may also make assessments for street lighting, but such assessments are not made since the overlapping Street Lighting District No. 1 provides funding sufficient to meet any street lighting needs.

This District encompasses the entire City and assessments are made on a parcel by parcel basis depending on use, location and need for services. District revenues are currently used to pay for one Maintenance Worker I and one Maintenance Worker II

positions as well as general right of way maintenance, and water and electric utilities costs.

POLICY CONSISTENCY

The City General Plan/Local Coastal Plan includes policies that address the maintenance of street corridors in the City. Specifically, Policies CD-8a, CD-8b, CD-9a, CD-9b, CD-9c, CD-9d and CD-9f address pedestrian and bicycle pathways. The Carpinteria Lighting, Landscaping and Right of Way Improvement District No. 3 is the financial means by which the City can, in part, implement these policies.

FINANCIAL CONSIDERATIONS

The attached exhibit is a summary of revenue and expenses for the District providing past years, current year and projected data for next fiscal year.

The income stream for this District is fixed at levels set in 1985 when the District was first established. The General Fund subsidized the District by \$110,877 last year. The current year subsidy is estimated at \$112,700.

The District has also historically received payment from the Gas Tax fund for Gas Tax related work, i.e. street maintenance work that has been assigned through the City's budget system for payment from the Gas Tax Fund, performed by District employees. It is anticipated that the Gas Tax fund balance, which also receives a mostly static income stream, will be exhausted in the next few years. Should this occur it is expected that the General Fund subsidy would need to be increased to support the lost Gas Tax revenue. At some point, increasing assessments and/or reducing levels of service must be considered unless it is determined to continue to use General Fund revenue sources to supplement the District's revenue.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

The following is the sequence of events for continuing the District:

- March 22, 2021 - Adopt a resolution ordering the preparation of a report describing the financial status and recommending assessments for Fiscal Year 2021-22.
- April 26, 2021 - The report is prepared and presented by staff with recommendations.
Adopt a resolution accepting the report.
Adopt a resolution of intention to continue the District and to levy assessments for next fiscal year and set for public hearing.

May 24, 2021 - Conduct a public hearing on the proposal to continue the District.
Adopt a resolution continuing the District and levying assessments for Fiscal Year 2021-22.

OPTIONS

1. Adopt the attached Resolution No. 6033, as read by title only, ordering the preparation of a report describing the financial status of the District and recommending assessments for Fiscal Year 2021-22 for Carpinteria Lighting, Landscaping and Right of Way Improvement District No. 3.
2. The City Council could choose not to order the preparation of the Annual Report; however, by omitting this step, the District would not be continued for Fiscal Year 2021-22.

PRINCIPAL PARTIES EXPECTED AT MEETING

There are no expected parties at the meeting.

ATTACHMENTS

Attachment A: Resolution No. 6033
Attachment B: State of Fund Transactions and Financial Condition for the District
Attachment C: District Boundary Map

Staff contact:
Brian C. Barrett,
Assistant to the Public Works Director
(805) 755-4446, brianb@ci.carpinteria.ca.us


Signature

Reviewed by:
John L. Ilasin, Public Works Director
(805) 880-3402, john@ci.carpinteria.ca.us


Signature

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


Signature

ATTACHMENT A
Resolution No. 6033

RESOLUTION NO. 6033

**A RESOLUTION OF THE
CITY COUNCIL OF THE CITY OF CARPINTERIA
ORDERING THE CITY ENGINEER TO PREPARE AND FILE
A REPORT IN ACCORDANCE WITH
CHAPTER 3, PART 2, LANDSCAPING AND LIGHTING ACT OF 1972,
COMMENCING WITH SECTION 22620,
CALIFORNIA STREETS AND HIGHWAYS CODE,
FOR THE PURPOSE OF CONSIDERING THE LEVY OF AN ASSESSMENT FOR
CARPINTERIA LIGHTING, LANDSCAPING AND RIGHT OF WAY IMPROVEMENT
DISTRICT NO. 3
FOR FISCAL YEAR 2021-22**

WHEREAS, Chapter 3, Part 2, Landscaping and Lighting Act of 1972, commencing with Section 22620 of the California Streets and Highways Codes specifies the process for the levy of annual assessments after formation of an assessment district pursuant to the Landscaping and Lighting Act of 1972; and

WHEREAS, the City Council desires to consider an assessment for Fiscal Year 2021-22; and

WHEREAS, the Carpinteria Lighting, Landscaping and Right of Way Improvement District No. 3 includes the entire City of Carpinteria, including those parcels created within the City subsequent to the establishment of said District, unless any such parcel is exempt from assessment as provided by law; and

WHEREAS, it is the intention of the City to continue to service and maintain street lights, landscaping and right of way in the City.

NOW, THEREFORE BE IT RESOLVED as follows:

SECTION 1. The City Manager shall have the City Engineer prepare and file a report in accordance with Chapter 3, Part 2, Landscaping and Lighting Act of 1972, commencing with Section 22620 of the California Streets and Highways Code for the purpose of consideration of the levy of an assessment for the Carpinteria Lighting, Landscaping and Right of Way Improvement District No. 3 for Fiscal Year 2021-22.

PASSED, APPROVED AND ADOPTED on this 22nd day of March, 2021, by the following called votes:

AYES: COUNCILMEMBER(S):

NOES: COUNCILMEMBER(S):

ABSENT: COUNCILMEMBER(S):

ABSTAIN: COUNCILMEMBER(S):

ATTEST:

Mayor, City of Carpinteria

City Clerk, City of Carpinteria

I hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Carpinteria held on March 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

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ATTACHMENT B

State of Fund Transactions and Financial Condition for the District

LIGHTING, LANDSCAPING AND RIGHT OF WAY IMPROVEMENT DISTRICT NUMBER 3
STATEMENT OF FUND TRANSACTIONS AND FINANCIAL CONDITION

FUND 33

RIGHT OF WAY FUND

ACTUAL	ACTUAL	ACTUAL	BUDGET	PROJECTED
2017-18	2018-19	2019-20	2020-21	2021-22

A. SUMMARY OF FUND TRANSACTIONS:

Fund Balance; July 1	\$ -	\$ -	\$ -	\$ (1,665)	\$ 0
Fiscal Year Revenues	454,475	407,605	355,279	309,565	349,011
Fiscal Year Expenditures	454,475	407,605	356,944	307,900	349,011
Fund Balance; June 30	-	-	(1,665)	\$ 0	\$ 0
Revenue Over/(Under) Expense	\$ -	\$ -	\$ (1,665)	\$ 1,665	\$ -

B. BALANCE SHEET, JUNE 30

ASSETS:

Cash in Savings	\$ -	\$ -	\$ -	\$ -	\$ -
Accounts Receivable	-	-	-	-	-
Total Assets	-	-	-	-	-

LIABILITIES AND FUND BALANCE:

Accounts Payable	-	-	-	-	-
Fund Balance	-	-	-	-	-
Total Liabilities & Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -

C. FISCAL YEAR REVENUE DETAIL:

District #3 Assessment	\$ 195,579	\$ 196,817	\$ 198,415	\$ 195,000	\$ 195,000
Penalties and Interest	-	518	305	200	200
Miscellaneous Revenue	2,951	1,475	2,684	-	-
Transfer from Other Funds	255,945	208,794	153,876	114,365	153,811
Total Revenues	\$ 454,475	\$ 407,605	\$ 355,279	\$ 309,565	\$ 349,011

D. FISCAL YEAR EXPENDITURE DETAIL:

Personnel Expense	\$ 164,313	\$ 168,130	\$ 192,319	\$ 202,950	\$ 200,797
Right-Of-Way Maintenance (Contract)	36,735	15,453	52,465	31,500	-
Street Tree Maintenance (Contract)	24,797	-	-	-	-
Supplies and Materials	23,367	25,665	21,141	20,000	34,000
Vehicle Operations	9,302	-	-	-	-
Other Contract Services	68,392	56,223	22,871	18,350	62,000
Utilities	29,627	29,834	35,730	35,100	30,500
Total Operating Expense	356,533	295,304	324,526	307,900	327,297
Transfers Out	97,942	112,300	32,418	-	21,714
Capital Improvements	-	-	-	-	-
Total Capital Outlay Expense	-	-	-	-	-
Total Expenditures	\$ 454,475	\$ 407,605	\$ 356,944	\$ 307,900	\$ 349,011

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ATTACHMENT C
District Boundary Map





City of Carpinteria

COUNCIL AGENDA STAFF REPORT March 22, 2021

ITEM FOR COUNCIL CONSIDERATION

Adoption of Resolution No. 6034, Directing that the Required Report Be Prepared as a Part of the Process to Continue Parking and Business Improvement Area Assessment District No. 4 for Fiscal Year 2021-22.

STAFF RECOMMENDATION

Action Item X ; Non-Action Item

Adopt the attached Resolution No. 6034, ordering a report by the Downtown "T" Business Advisory Board for the purpose of continuing assessments for the Carpinteria Parking and Business Improvement Area Assessment District No. 4 for Fiscal Year 2021-22.

Sample Motion: I move to adopt Resolution No. 6034, as read by title only, ordering a report by the Downtown "T" Business Advisory Board for the purpose of continuing assessments for the Carpinteria Parking and Business Improvement Area Assessment District No. 4 for Fiscal Year 2021-22.

BACKGROUND

This District was formed in 1986, pursuant to the Parking and Business Improvement Area Law of 1979 (Streets and Highways Code 36500, et. al.) to provide a means of funding downtown promotion, revitalization efforts and public parking within the District. Typically, all businesses within the District pay a flat annual assessment of \$119.25, as was the case in Fiscal Year 2019-20. However, due to the COVID-19 pandemic, the Downtown "T" Business Advisory Board recommended and the City Council approved continuing the District for Fiscal Year 2020-21, but not levy the general business assessment as a way of supporting Downtown businesses during the pandemic.

The District area includes several sub-areas that were formed historically as a part of funding capital parking projects. See Attachment C. None of the sub-areas are currently active.

Sub-Area "A" – Parking Lot No. 1

Parking Lot No. 1 is located on Ninth Street between Yucca Lane and Elm Street. The funding program for this parking lot, which was financed through the sale of serial bonds, was paid off in 1988 by means of property assessments on the individual property owners. In FY 1996-97 an assessment fee was levied on businesses adjacent to Parking Lot No. 1 to reimburse the City for half of the costs incurred for resurfacing the parking lot. Final payments on this assessment were completed in June 2006.

Sub-Area "B" – Parking Lot No. 3

Parking Lot No. 3 is located at the Amtrak Station on Linden Avenue and Fifth Street. Parking Lot No. 3 was completed in FY 1989-90. SB 959 Grant monies were used on this project and, since this lot was intended to benefit both the Downtown and the beach area, a portion of the cost was funded through the Tidelands Trust Fund as well as the City's General Fund. Businesses located in the proximity of Parking Lot No. 3 were levied an assessment fee. The debt was retired in June 2017.

Sub-Area "C" – Parking Lot No. 2

Parking Lot No. 2 is located on Cactus Lane. The funding program for this parking lot was established in FY 1987-88. SB 959 Grant monies were used to fund a portion of the cost and funding of the balance was equally shared by the City and the businesses adjacent to Parking Lot No. 2. The business share of the assessment was paid off in June 1997.

The Downtown "T" Business Advisory Board provides oversight and budget recommendations for spending the general business promotion assessments. Examples of expenditures are funding of downtown promotions, such as the two holiday parades, the Halloween Safe Trick or Treat event, as well as the Downtown banner program and a courtesy map.

DISCUSSION

The Downtown "T" Business Advisory Board (DTBAB) has a duty to prepare and present an Annual Report to the City Council that addresses all matters relating to the Assessment District, including the methods and basis of levying the assessments and recommendations on the use of funds collected by the District. Additionally, the Board makes recommendations to the City Council for general promotion of business activities, economic growth, and stability of the District, and general maintenance issues within the Downtown "T". The ordering, preparation and presentation of the Annual Report are also required steps in the process for renewal of the District.

POLICY CONSISTENCY

The District funds work that is consistent with the City's intent in supporting the local economy, in particular, the Downtown Business District. This item is in conformance with the requirements laid out in Chapters 3 and 4 of the "Parking and Business Improvement Area Law of 1989" of the California Streets and Highways Code.

FINANCIAL CONSIDERATIONS

Any financial impact to the City is incidental staff time in working with the Downtown "T" Business Advisory Board to prepare the Annual Report of Assessment District No. 4. The financial condition of the District is shown on Attachment B.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

Assessments for District No. 4 are made on businesses located within the improvement area; not on property owners. As such these assessments are not subject to the provisions of Proposition 218. It is possible to establish a district that is property based making collections through the County property tax roll. Such a district and assessments would; however, be subject to Proposition 218 requirements.

The following is the sequence of events for continuing this District:

- March 22, 2021 - Adopt a resolution ordering the preparation of the Annual Report.
- April 26, 2021 - Staff presents Annual Report with recommendations.
Adopt resolution accepting report.
Adopt resolution setting the matter for a public hearing.
- May 24, 2021 - Hold public hearing on proposal to continue District.
Adopt resolution continuing District and levying assessments for Fiscal Year 2021-22.

OPTIONS

1. Adopt the attached Resolution No. 6034, ordering a report by the Downtown "T" Business Advisory Board for the purpose of continuing assessments for the Carpinteria Parking and Business Improvement Area Assessment District No. 4 for Fiscal Year 2021-22.
2. The City Council could choose not to order the preparation of the Annual Report; however, by omitting this step, the District would not be continued for Fiscal Year 2021-22.

PRINCIPAL PARTIES EXPECTED AT MEETING

There are no expected parties at the meeting.

ATTACHMENTS

Attachment A: Resolution No. 6034
Attachment B: State of Fund Transactions and Financial Condition for the District
Attachment C: District Boundary Map

Staff contact:

Brian C. Barrett,
Assistant to the Public Works Director
(805) 755-4446; brianb@ci.carpinteria.ca.us


Signature

Reviewed by:

John L. Ilasin, Public Works Director
(805) 880-3402; johni@ci.carpinteria.ca.us


Signature

Reviewed by:

Dave Durlinger, City Manager
(805) 755-4400, daved@ci.carpinteria.ca.us


Signature

ATTACHMENT A
Resolution No. 6034

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RESOLUTION NO. 6034

**A RESOLUTION OF THE
CITY COUNCIL OF THE CITY OF CARPINTERIA
ORDERING THAT A REPORT BE PREPARED
IN ACCORDANCE WITH CHAPTERS 3 AND 4 OF THE
"PARKING AND BUSINESS IMPROVEMENT AREA LAW OF 1989" OF THE
CALIFORNIA STREETS AND HIGHWAYS CODE, AS AMENDED,
COMMENCING WITH SECTION 36500,
FOR THE ACQUISITION, CONSTRUCTION OR MAINTENANCE OF
PARKING FACILITIES AND OTHER ELIGIBLE IMPROVEMENTS AND
BUSINESS PROMOTION ACTIVITIES
IN THE CENTRAL BUSINESS DISTRICT OF THE CITY OF CARPINTERIA,
FOR THE FISCAL YEAR COMMENCING JULY 1, 2021 AND ENDING JUNE 30, 2022
CARPINTERIA PARKING AND BUSINESS IMPROVEMENT AREA DISTRICT NO. 4**

WHEREAS, the Carpinteria City Council did form an assessment district pursuant to the "Parking and Business Improvement Area Law of 1979", being Division 18, Part 6 of the Streets and Highways Code of the State of California, commencing with Section 36500; and

WHEREAS, said formation of the Carpinteria Parking and Business Improvement Area District No. 4 was accomplished by adoption of Ordinance No. 393 on September 8, 1986, following public hearings as prescribed by the Parking and Business Improvement Area Law of 1979; and

WHEREAS, said District No. 4 has been continued in full force and effect in subsequent fiscal years; and

WHEREAS, effective January 1, 1990, said Parking and Business Improvement Area Law of 1979 was repealed by the State of California and replaced by the Parking and Business Improvement Area Law of 1989, being Division 18 of Part 6 (commencing with Section 36500) of the California Streets and Highways Code; and

WHEREAS, Article 3 of Chapter 1 of said 1989 Improvement Area Law (Section 36515) provides that any Parking and Business Improvement Area created prior to January 1, 1990, under the prior 1979 law, continues to be in full force and effect, subject to certain conditions, under the 1989 law; and

WHEREAS, Chapter 3 (Assessments) and Chapter 4 (Modification of Boundaries) of said 1989 Improvement Area Law (commencing with Section 36530) prescribes the process for levying assessments, including appointment of an advisory board and requires said board to make a report to the City Council on all matters relating to said Improvement Area prior to the City Council taking any action on said assessments or boundaries for the next fiscal year starting July 1, 2021 ; and

WHEREAS, it is necessary for the public safety, convenience and economic health of the City that efforts to provide off-street public parking and other improvements and business promotion activities within the central business district be continued; and

WHEREAS, the City Council wishes to consider continuing the existing Parking and Business Improvement Area District No. 4 for Fiscal Year 2021-22 including the various programs and assessments associated therewith.

NOW, THEREFORE BE IT RESOLVED as follows:

SECTION 1. The Carpinteria City Council does hereby resolve, determine and order that a Report be prepared by the Downtown "T" Business Advisory Board pursuant to Chapters 3 and 4 of the California Parking and Business Improvement Area Law of 1989, being Part 6 of Division 18 (commencing with Section 36530) of the California Streets and Highways Code, for the fiscal year starting July 1, 2021 and ending June 30, 2022, including programs for the acquisition, construction or maintenance of off-street public parking and such other eligible improvements and business promotion activities, including proposed assessments and boundary adjustments, if any.

PASSED, APPROVED AND ADOPTED this 22nd day of March 2021 by the following called vote:

AYES: COUNCIL MEMBER:

NOES: COUNCIL MEMBER:

ABSENT: COUNCIL MEMBER:

ABSTAIN: COUNCILMEMBER:

Mayor, City of Carpinteria

ATTEST:

City Clerk, City of Carpinteria

I hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of the City of Carpinteria held the 22nd day of March 2021.

City Clerk, City of Carpinteria

APPROVED AS TO FORM:

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

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ATTACHMENT B

State of Fund Transactions and Financial Condition for the District

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PARKING AND BUSINESS IMPROVEMENT AREA DISTRICT NUMBER 4

STATEMENT OF FUND TRANSACTIONS AND FINANCIAL CONDITION

FUND 210

PARKING AND BUSINESS IMPROVEMENT AREA FUND	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	BUDGET 2020-21	PROJECTED 2021-22

A. SUMMARY OF FUND TRANSACTIONS:

Fund Balance; July 1	\$ 58,651	\$ 63,953	\$ 62,920	\$ 45,570	\$ 29,320
Fiscal Year Revenues	12,935	14,880	16,228	800	500
Fiscal Year Expenditures	7,633	15,914	33,577	17,050	10,300
Fund Balance; June 30	63,953	62,920	45,570	29,320	19,520
Revenue Over/(Under) Expense	<u>\$ 5,302</u>	<u>\$ (1,034)</u>	<u>\$ (17,349)</u>	<u>\$ (16,250)</u>	<u>\$ (9,800)</u>

B. BALANCE SHEET, JUNE 30

ASSETS:

Cash in Savings	\$ 63,953	\$ 62,920	\$ 45,570	\$ 29,320	\$ 19,520
Total Assets	<u>63,953</u>	<u>62,920</u>	<u>45,570</u>	<u>29,320</u>	<u>19,520</u>

LIABILITIES AND FUND BALANCE:

Accounts Payable	-	-	-	-	-
Fund Balance	63,953	62,920	45,570	29,320	19,520
Total Liabilities & Fund Balance	<u>\$ 63,953</u>	<u>\$ 62,920</u>	<u>\$ 45,570</u>	<u>\$ 29,320</u>	<u>\$ 19,520</u>

C. FISCAL YEAR REVENUE DETAIL:

Use of Money & Property	\$ 175	\$ 1,166	\$ 2,439	\$ 800	\$ 500
Assessment General Business District #4 Assessment	\$ 12,760	\$ 13,714	\$ 13,789	\$ -	\$ -
Parking Lot Assessment	-	-	-	-	-
Transfer In	-	-	-	-	-
Total Revenues	<u>\$ 12,935</u>	<u>\$ 14,880</u>	<u>\$ 16,228</u>	<u>\$ 800</u>	<u>\$ 500</u>

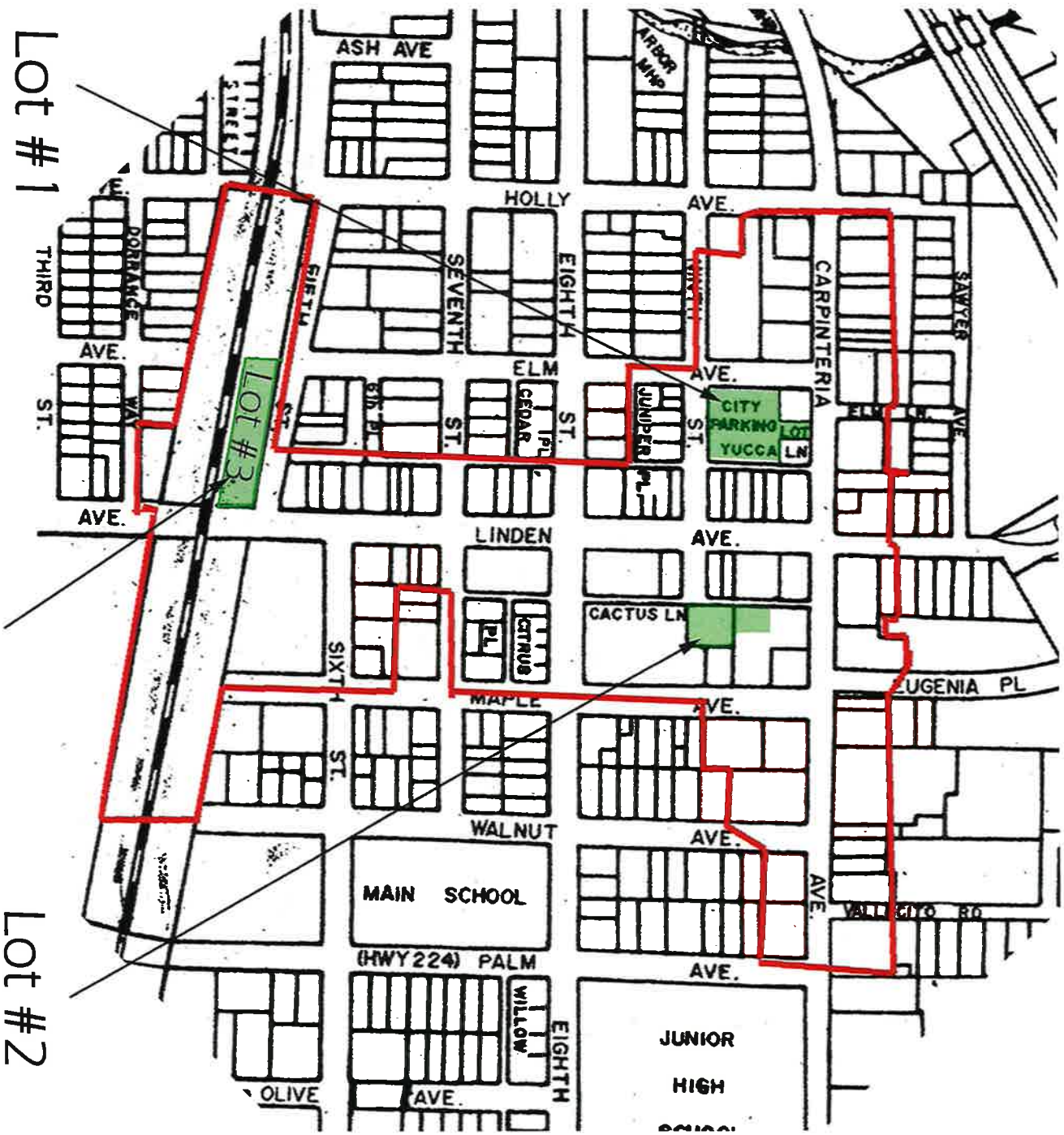
D. FISCAL YEAR EXPENDITURE DETAIL:

Marketing Materials	\$ 6,054	\$ 13,230	\$ 4,218		
Street Maintenance	-	-	13,436	5,400	
Parking Lot #3 Debt			-		
Printing & Advertising	182	136	201	3,150	3,600
Dues & Subscriptions				1,500	1,500
Supplies & Materials		48		200	200
Equipment/Office Rent & Leases				6,800	5,000
Transfer Out	1,397	2,500	15,722		-
Total Operating Expense	<u>7,633</u>	<u>15,914</u>	<u>33,577</u>	<u>17,050</u>	<u>10,300</u>
Capital Improvements					
Total Capital Outlay Expense	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total Expenditures	<u>\$ 7,633</u>	<u>\$ 15,914</u>	<u>\$ 33,577</u>	<u>\$ 17,050</u>	<u>\$ 10,300</u>

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ATTACHMENT C
District Boundary Map

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Attachment B

District Boundaries of Carpinteria

Parking and Business Improvement Area

District No. 4



Parking Lot No. 1

Sub-Area "A"



Attachment B

Sub Area "B"



Exhibit "A"

Sub Area "C"

Parking Lot #2

Parking Lot #2



City of Carpinteria

COUNCIL AGENDA STAFF REPORT March 22, 2021

ITEM FOR COUNCIL CONSIDERATION

Adoption of Resolution No. 6035, Directing the Initiation of Procedures to Continue Winter Protection Berm Assessment District No. 5 for Fiscal Year 2021-22.

STAFF RECOMMENDATION

Action Item X ; Non-Action Item

Adopt the attached Resolution No. 6035, as read by title only, ordering the preparation of a report describing the Winter Protection Berm Program and associated assessment and continue the Winter Protection Berm Assessment District No. 5 for Fiscal Year 2021-22.

Motion: I move to adopt Resolution No. 6035, as read by title only.

BACKGROUND / DISCUSSION

The Winter Protection Berm Assessment District No. 5 (District) was formed by Resolution No. 3061, dated December 14, 1992. The District funds the annual construction and removal of the winter protection berm along Carpinteria City Beach. The annual construction and removal are necessary to provide storm wave and coastal flooding protection to the public and private improvements within the District. The District includes all properties immediately adjacent to Carpinteria City Beach from Linden Avenue to Ash Avenue.

The attached Resolution No. 6035 orders staff to prepare the District report pursuant to Streets and Highways Code 10200 et seq. in which will then be presented at a subsequent public meeting. The preparation of the Engineer's Report is the first step in a process to consider the annual renewal of the District. The District report is scheduled to be heard at the City Council Meeting of April 26, 2021, based on the adoption of Resolution No. 6035.

POLICY CONSISTENCY

The City's winter protection berm is an important public safety project that protects public and private property improvements from winter storm waves along Carpinteria City Beach.

FINANCIAL CONSIDERATIONS

There is no financial analysis included as a part of this staff report.

LEGAL

There are no legal issues presented as a part of this report.

OPTIONS

1. Adopt the attached Resolution No. 6035, as read by title only, ordering the preparation of a report describing the Winter Protection Berm Program and associated assessment and continue the Winter Protection Berm Assessment District No. 5 for Fiscal Year 2021-22.
2. The City Council could choose to not approve the recommendation and direct staff as determined appropriate. However, by omitting this step, the District would not be continued for Fiscal Year 2021-22.

PRINCIPAL PARTIES EXPECTED AT MEETING

There are no principal parties expected at the meeting.

ATTACHMENTS

Attachment A: Resolution No. 6035

Staff contact:
Brian C. Barrett,
Assistant to the Public Works Director
(805) 755-4446; brianb@ci.carpinteria.ca.us


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
Resolution No. 6035

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RESOLUTION NO. 6035

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA INITIATING PROCEEDINGS FOR THE CONTINUATION OF ASSESSMENT DISTRICT NO. 5.

WHEREAS, The Carpinteria City Council proposes to set the amount of the annual assessment to be collected for fiscal year 2021-22 pursuant to the Municipal Improvement Act of 1913 (section 10000 and following, Streets and Highways Code) for the purpose of constructing the following improvements:

The annual installation and removal of the Carpinteria Beach Winter Protection Berm project located along the entire length of the Carpinteria City Beach between Linden Avenue on the east to Ash Avenue to the west. The annual winter sand berm project benefits the public and private improvements within the District's boundaries by providing a measure of protection from winter ocean waves and ocean flooding, and

WHEREAS, the funds collected by the proposed assessment are specifically to be used for the Assessment District Number Five project costs, in the City of Carpinteria, Santa Barbara County, California and shall be collected from all the benefitting land shown inside the District's boundaries on the map designated, "Assessment Diagram, Assessment District No. 5, City of Carpinteria, Santa Barbara County, California," which map is on file with the City Clerk and is hereby approved.

NOW, THEREFORE, BE IT RESOLVED as follows:

SECTION 1. The Public Works Director of the City of Carpinteria is hereby designated Engineer for the purpose of these proceedings.

SECTION 2. The City Council hereby directs the Public Works Director to prepare and file with the City Clerk a report in accordance with §10204 of the Municipal Improvement Act of 1913, Streets and Highway Code.

SECTION 3. The Report shall be filed with the City Clerk and shall be presented to the City Council for consideration on April 26, 2021, at 5:30 pm or as soon thereafter as the matter may be heard.

PASSED, APPROVED AND ADOPTED on the 22nd day of March, 2021, by the following vote:

AYES: COUNCILMEMBER(S):

NOES: COUNCILMEMBER(S):

ABSENT: COUNCILMEMBER(S):

ABSTAIN: COUNCILMEMBER(S):

ATTEST:

Mayor, City of Carpinteria

City Clerk, City of Carpinteria

I hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Carpinteria held on March 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 March 22, 2021

ITEM FOR COUNCIL CONSIDERATION

Proposed timeline and points of negotiation for Disposition and Development Agreement ("DDA") for the Surfliner Inn Project.

STAFF RECOMMENDATION

Action Item: ☐ Non-Action Item ☒

This is an informational item and no motion is required.

After hearing the proposed timeline and points of negotiation, if determined necessary and appropriate, provide direction to Staff to schedule an open session item to discuss elements of the proposed Surfliner Inn Project subject to negotiation.

BACKGROUND

The City of Carpinteria ("City") has contemplated the proposed Surfliner Inn Project ("Inn Project") as part of its annual Work Plan since 2015. The City Council revisited this item as part of its 2016 Annual Work Plan and directed staff to prepare a concept design for an inn and restaurant at the 499 Linden Avenue and 5th Street ("Site") as well as a new parking lot, trail from Linden Avenue to Holly Avenue, railroad undercrossing, and community garden ("Concept Project"). This proposal has been carried forward in each subsequent Annual Work Plan.

During the City's the 2017 Annual Work Plan meeting, the City presented the Concept Project as City-owned property leased to a Developer for construction of an inn and restaurant. As presented in 2017, the Concept Project incorporated an inn, a restaurant, and replacement public parking. On August 14, 2017, the City Council authorized Staff to publish a Request for Proposals ("RFP") to further explore leasing a portion of the Site (Parcel APN 004-105-011) for the commercial development of the Concept Project. A copy of this RFP is attached to this Staff Report as Attachment "A".

On July 9th 2018, the City Council closed the period for acceptance of responses to the City's RFP for the Concept Project and authorized the Public Facility Site Acquisition/Development Committee ("Committee") to evaluate inquiries received by the City and to return to the City Council with a recommendation for proceeding. After review of the inquiries, the Committee selected the Theimer Group's¹ ("Developer") proposal, which proposed construction of a forty room inn with a roof top bar and a ground level café within a similar footprint as the City's Concept Project, to recommend to the City Council for further consideration. Within the City, this proposal has become known as the "Inn Project", "Railroad Inn Project", or "Surfliner Inn Project". For purposes of this staff report, we will be referring to it as the "Inn Project".

On November 13, 2018, the City Council considered and accepted the Committee's recommendation to engage the Developer to further explore the Surfliner Inn Project and authorized the City Manager to prepare an Exclusive Negotiation Agreement ("ENA") with the Developer for future City Council consideration. The ENA establishes the relationship between the City and the Developer and outlines the process for the City to negotiate a Disposition and Development Agreement ("DDA") and Ground Lease with the Developer.

On June 24, 2018, the City Council authorized the City to enter into an ENA between the City and Developer with an initial negotiation period of 180 days. After multiple extensions to the ENA, the City held a November 30, 2020 Joint Meeting Concept Hearing ("Concept Hearing"), before the City Council, Planning Commission and Architectural Review Board, the Developer presented a concept of the proposed Inn Project, which includes the following significant features:

- 36 guest rooms and 4 guest suites.
- A public roof top bar.
- A public event space of 2,599 square feet.
- A "guest only" roof top swimming pool area.
- A street level café (1,546 sq. ft.) with inside and outside dining.
- An expansion of public parking lot number No. 3 (60' westward).
- A new public parking lot at 399 Linden Avenue with 83 public spaces.
- Relocation of the public restroom from 499 Linden to 399 Linden Avenue.
- A new multipurpose trail from Linden to Holly Avenue on City owned land.

These attributes conformed to the RFP published by the City ("Conforming Project").

On January 25, 2021, the City Council directed staff to continue negotiation of a DDA with the Developer. A DDA is an agreement entered into between a city and a private

¹ On December 4, 2019, the Theimer Group submitted a notice to the City to change its name to 499 Linden Managers, LLC and stated that the ownership of this new group would remain identical to the ownership of the Theimer Group. After review by the City Attorney's office, the City accepted this assignment.

developer whereby a city leases property upon development approval to the developer and the developer agrees to develop the property in accordance with the agreement. If the parties agree to the terms of a DDA and ground lease, the Developer will still be required to submit an application for Project in compliance with the City's standard development review process.² This process includes review by the Architectural Review Board and a public hearing at a Planning Commission meeting. See Attachment "B" for the Project Process Outline.

Since the January 25, 2021 meeting, Staff has engaged qualified consultants to assist with negotiation of the DDA. Staff has engaged the services of Keyser Marston Associates, Inc. ("KMA") to assist in negotiations. KMA is a boutique real estate advisory firm, with offices in Berkeley, Los Angeles, and San Diego, that specializes in real estate deal structuring, developer selection, and transaction negotiation, especially between public and private partners. KMA originally prepared the economic analysis and sample term sheet associated with preparation of the RFP.

The City also has engaged a certified real estate appraiser in order to quantify the value of the proposed ground lease. An appraisal is necessary in order to assist negotiations and to ensure that the City receives a fair and reasonable annual lease payment.

DISCUSSION

The purpose of this agenda matter is to describe the Inn Project, describe key terms of negotiation, and propose a DDA negotiation timeline. In addition, this agenda matter will outline the aspects of the DDA negotiation that the City Council will have in closed session in order to preserve the City's position in negotiations. As described further below, a closed session related to real property negotiations must be narrowly focused on specific issues. Discussion of all other elements of the Inn Project must be discussed in open session. Therefore, this report presents an overview of the Project and key terms of negotiation for the City Council to review prior to the closed session item.

DDA Negotiations

Staff are in the process of negotiating a draft DDA and ground lease for the Inn Project for the City Council's consideration at a public meeting. The City's negotiation team is

² The DDA and associated ground lease will not constitute an agreement, promise or assurance by the City to amend its land use regulations, or to grant a variance, conditional use permit, building permit, or other land use and/or development entitlements. The DDA does not grant any land use entitlement to the Developer or supersede, nullify or amend any condition which may be imposed by the City's development review process in connection with consideration of an approval of the proposed Inn Project. The City, through its development review bodies, will retain full discretion to approve, condition, or deny the proposed Inn Project consistent with applicable law and City Ordinances.

the City Manager, Parks, Recreation and Public Facilities Director, Kevin Engstrom, a representative of Keyser Marston and Associates, LLC. and a representative of the City Attorney's Office. The other party to the lease negotiation is the Developer, 499 Linden Managers, LLC.

As discussed above, the City has an ENA with the Developer for the purpose of negotiating a DDA and ground lease, consistent with the City's RFP. The RFP originally defined the purpose of a potential Inn Project as to develop "a valuable community asset that helps support the Downtown business district" by providing benefits that "include increased visitorship and tourism, improved Downtown architectural ambiance consistent with Carpinteria's vernacular, property, sales and transient occupancy taxes, increased job opportunities and public revenues from ground lease payments."

For the Inn Project to move forward, the City and the Developer will enter into a DDA that includes a fully negotiated ground lease. With assistance from KMA, Staff has identified possible key negotiation points that may be applicable to the Inn Project.

These key negotiation points are listed below:

- Define Conforming Project
- List of Public Improvements
- Lease Term
- Rent Commencement Date
- Level of Market Rate Lease payments
- Option for City to participate in the gross proceed of a sale of lease assignment.
- Project Build Quality
- Possible City's First Right to Purchase
- Consideration of Removal of Lease Improvements at Termination
- Provision for Arbitration
- Lease Assignment Provisions
- Maintenance of Improvements Requirements
- Incentives to travel by train
- Public Parking use

Should the City Council desire to provide specific direction to staff on these negotiation terms, Staff will schedule an agenda item for the Council to deliberate and provide direction on key terms.

A tentative negotiation timeline is presented below:

TASK	TO	START	END
Surfliner Inn Negotiation Timeline			
City Council provide direction on Terms		3/22/21	3/23/21
Appraisal of property		3/16/21	4/15/21
Ongoing Negotiations		1/25/21	4/25/21
City Attorney Review		1/25/21	4/26/21
City Council Meeting 4/26/21	Draft DDA presented and considered	4/26/21	4/26/21
City Council Meeting 5/10/21	Alternate Date for Draft DDA consideration	5/10/21	5/10/21

As with all negotiations, it is possible to either agree or fail to agree on the terms and conditions. If terms and conditions cannot be agreed upon, the DDA would not be executed and Staff would seek direction on how to proceed from the City Council. If the parties agree to draft DDA terms and conditions, Staff will bring back a draft DDA for the City Council to consider for approval. Should the City Council decide to enter into the DDA, Developer would prepare and submit, at its expense and risk, a formal application for the Inn Project for the City's discretionary development review.³

Once negotiations are complete, Staff will bring back a draft DDA and ground lease for the City Council's consideration at a future City Council meeting. Staff is currently targeting the City Council meeting on April 26, 2021; however, this date may change during negotiations.

Closed Session

The Brown Act (Gov. Code § 54950 et seq.) authorizes a legislative body to hold a closed session on certain items of local agency business that require confidentiality. A closed session is a meeting of a legislative body conducted in private without the attendance of the public or press.

³ See Attachment B for a general overview of this process.

The Brown Act authorizes a city council to meet in closed session to advise its negotiators concerning the “price” and “terms of payment” in connection with the purchase, sale, lease or exchange of property by or for a city. (Gov. Code, § 54956.8.) This exception reflects the realities of commercial transactions and the need to prevent persons with whom the agency is negotiating from sitting in on the session at which the negotiation terms are developed. (*Kleitman v. Superior Court* (1999) 74 Cal.App.4th 324, 331; *Shapiro v. San Diego City Council* (2002) 96 Cal.App.4th 904.) Without being able to keep certain negotiation terms confidential, a local agency would not be able to negotiate the best terms in a commercial transaction.

The purpose of the real property negotiation closed session on tonight’s agenda is to allow the City Council to provide direction to its negotiation team regarding the “price” and “terms of payment” for the ground lease associated with the Inn Project. The California Attorney General’s Office has clarified that “price” in the context of a closed session negotiation must be considered as “the amount of consideration given or sought in exchange for the real property rights that are at stake.” (94 Ops.Cal.Atty.Gen. 82, 85 (2011).) Further, the Attorney General’s Office describes “terms of payment” to encompass the “form, manner, and timing upon which the agreed-upon price is to be paid.” (*Id.*) A local agency also may discuss “items that are essential to arriving at the authorized price and payment terms, such that their public disclosure would be tantamount to revealing the information that the [Brown Act] exception permits to be kept confidential.”

During the closed session, the City Council will discuss solely key negotiation points related to the “price” and “terms of payment.” Any terms of the DDA and/or a ground lease not specifically related to “price” and “terms of payment” must be discussed only in open session. For example, negotiation points related to the merits of the proposed Inn Project, such as those described above, and the scope and quality of the tenant improvements, the operational standards of the contemplated inn and dedicated maintenance funding, must occur during open session.

During the closed session, the City Attorney will monitor the discussion to make sure that it stays within legal parameters. The City Council is not anticipated to consider a formal action during the closed session on tonight’s agenda; however, in the event the City Council does take formal action, the City Attorney will report the appropriate action during the open session immediately following the closed session.

POLICY CONSISTENCY

At the November 30, 2020 Concept Hearing, the Staff report presented by the City’s Planning Staff provided a preliminary analysis of the proposed Inn Project and its potential consistency to the General and Local Coastal Plan as well as the City’s Sustainability Policy. In general, the analysis found that the Project is potentially consistent with City Planning and Policies. A copy of the staff report for the Concept Hearing may be seen on the City’s website via the link provided below.

The idea to rebuild a railroad station modeled after the historic Southern Pacific Railroad train station that occupied the same Linden Avenue site is believed to have begun in the community soon after the building was demolished by the railroad in the 1970's. Rebuilding a replica train station at this location was addressed in the City's 1996/97 Visioning Process and the resulting document "City of Carpinteria, On Track to the Future, A Community Vision." One of the recommendations in the document states:

"The city encourages the development of a full service railroad station modeled after the old Carpinteria station, which would encourage retail, tourist serving businesses to locate there."

City Council discussion about such a project occurred on and off over the past two decades including in 2006 in response to a private developer's concept for building housing on the property that now includes the Community Garden. The City's acquisition of parcels from the railroad in this area in 2012 and 2013 was also the basis for creation of a concept master plan of future uses and development at the Site and adjacent city owned parcels. As discussed above, exploring a public/private development of an inn project concept at the subject site has been a part of the City Council approved Annual Work Plan since 2015.

In 2014, the City Council adopted Resolution No. 5500 establishing a Sustainable Community Policy that recommends pursuit of Economic Vitality actions including attracting downtown hotels, improving off-season visitorship and tourism and promoting infill development to enhance existing commercial districts and prevent blight.

FINANCIAL CONSIDERATIONS

The Inn Project has the potential to be a significant economic vitality project for the City's downtown. Economic vitality is essential to Carpinteria in order to provide a range of employment, retailing, public services, and recreational opportunities for its residents. Further, economic vitality provides for a successful and sustainable community and helps achieve the overall goals of the City's General Plan and Local Coastal Plan.

The City would likely benefit from a completed Inn Project in terms of municipal revenues as well. During preparation of the RFP, KMA identified a variety of anticipated financial benefits associated with the Concept Project, including transient occupancy taxes, sales taxes, and property taxes as well as ground lease revenues. More information on these potential financial benefits is available in the RFP, attached as Attachment A, and available via the link below.

Other benefits may include an increase in public parking spaces, avoidance of parking lot maintenance costs, new and safer bicycle and pedestrian amenities, improved visitorship of downtown retail areas, and new employment opportunities. The exact

benefits of the proposed Inn Project, however, are not able to be quantified until the proposed Inn Project is fully defined and permitted.

Under the terms of the ENA, the Developer is to reimburse the City for up twenty thousand dollars (\$20,000) in consultant costs to study the Inn Project.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

The City Attorney has assisted in preparation of this Staff Report and is available to answer questions.

OPTIONS

This report is informational and no action is required.
The City Council may always provide direction to Staff pertinent to this item, including requesting Staff to place further discussion regarding aspects of the proposed Inn Project on a future agenda for City Council consideration.

PRINCIPAL PARTIES EXPECTED AT MEETING

Whitt Hollis
499 Linden Manager's LLC.

ATTACHMENTS

Attachment A: City's Request For Proposal ("RFP")
Attachment B: Outline of Process

LINKS TO SEE ADDITIONAL INFORMATION

For Project Information:

<https://carpinteriaca.gov/city-hall/community-development/linden-inn-project/>

Staff contact: Matthew Roberts, Parks, Recreation and Public Facilities Director
(805) 755-4449



Signature

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



Signature



Attachment A

CITY of CARPINTERIA, CALIFORNIA

Request for Proposals to Lease City owned property for Development

Proposals must be delivered to Carpinteria City Hall

5775 Carpinteria Avenue, Carpinteria, CA 93013

By 3PM November 16, 2017

5775 Carpinteria Avenue

(805) 684-5405

Matm@cicarpinteria.ca.us

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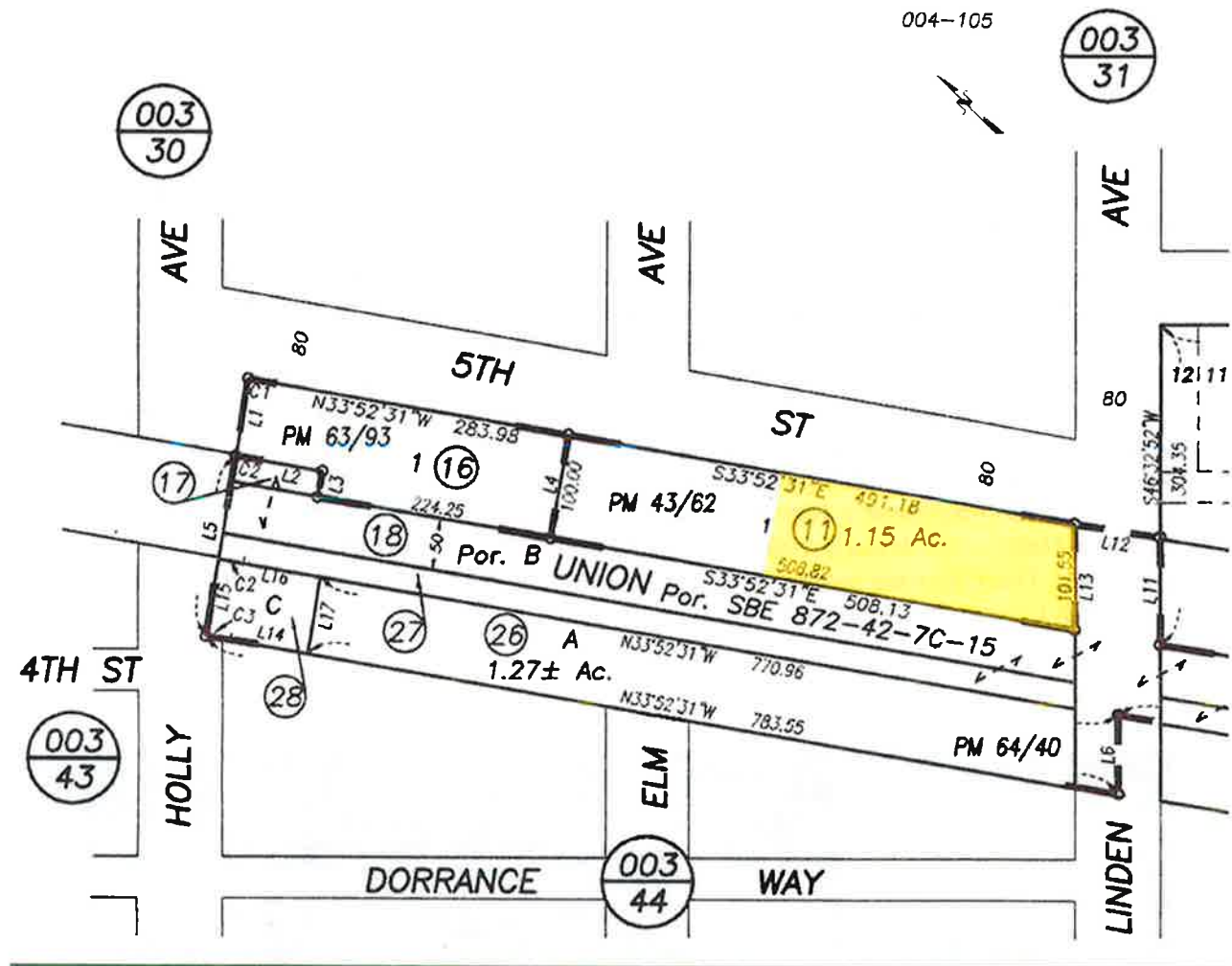
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Requests for Proposals to Lease and Develop

General Description

The City of Carpinteria is inviting offers for a long term lease and development agreement for an approximate 30,000 square foot portion of a 1.15 acre City owned Parcel of land (APN 004-105-11) located in downtown Carpinteria at 499 Linden Avenue. The property is currently zoned Commercial Planned Development (CPD). A 110 space public parking lot and a small public restroom currently occupies the land. The size of the leased property may be adjustable to meet the needs of a successful proposal. The Property was once the site of the Carpinteria Southern Pacific Railroad station. The station had a two story train employee's residence and an attached small warehouse. The station was razed in 1969. In the early 1990's, the City constructed a public parking lot on the premises. The City may lease the Property for a period of 55 years or more pursuant to California Government Code 37380.





Location

Carpinteria is located along Highway 101. Sixteen miles north of Ventura and eleven miles south of Santa Barbara. The City of Carpinteria (City) is home to over 13,000 residents. Within the entire Carpinteria Valley, the estimated population is over 17,000 residents with over 8,600 employees. Carpinteria is less than a two hour drive or Amtrak train ride from Los Angeles.

The Property is located at the southwest corner of Linden Avenue and Fifth Street. Furthermore it is located along and north of the rail road tracks and Amtrak passenger platform. To the west the City's Parks Department is constructing a 2/3 acre community garden. The Property is within an easy walking distance of the ocean beach, a children's playground, and the Downtown Carpinteria retail business district. The Property is also located adjacent to the Carpinteria Coastal Vista Multiuse Trail that connects the Salt Marsh Nature Park to the Carpinteria Bluffs Nature Preserve. Construction funding has been awarded to build a trail reach that connects all the way to Rincon County Park. Carpinteria is an excellent bicycle tourism destination.

The Carpinteria Beach is famous for its natural beauty, soft sand and family friendly surf conditions that support the marketing slogan "World's Safest Beach".

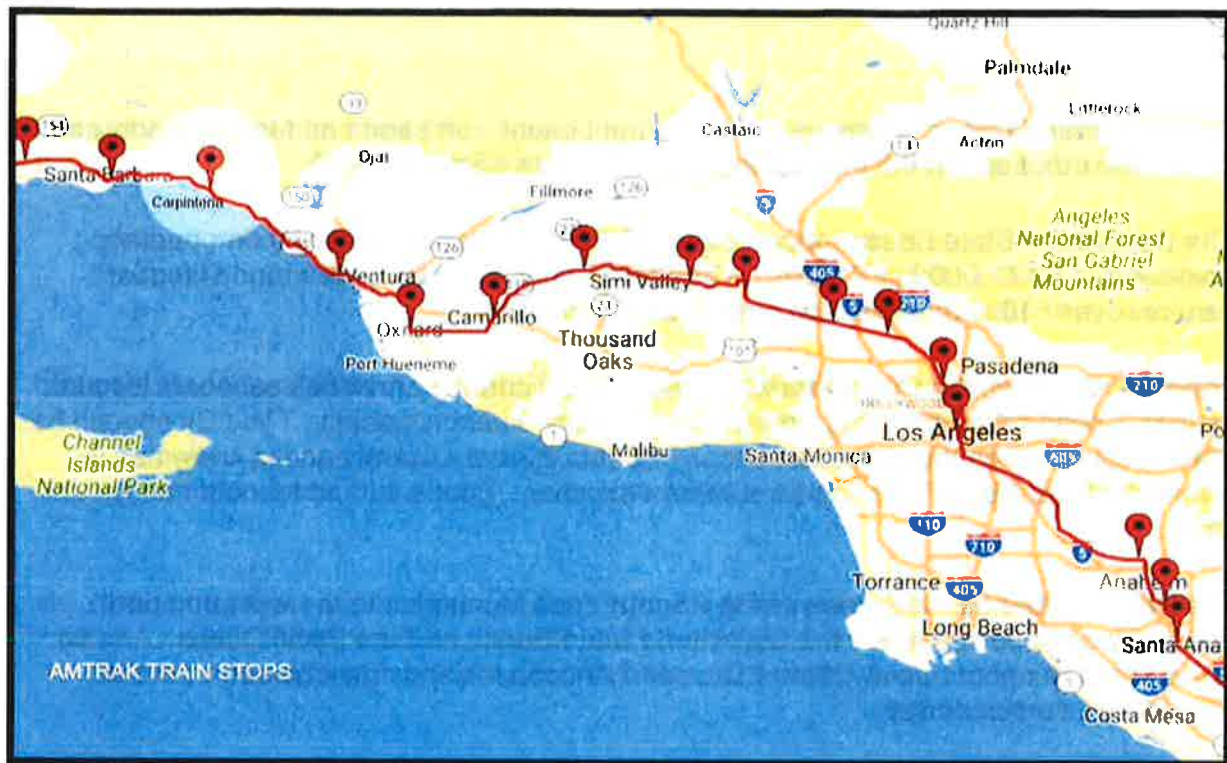
The Carpinteria State Beach reports over 875,000 visitors annually with an operating revenue of \$3,478,000 in FY15/16. The State Beach provides year round lifeguard service, over 160 campsites, and other visitor amenities.

The City maintains the Carpinteria City Beach and currently provides seasonal lifeguard service, ocean recreation programming, and routine beach cleaning. The City beach has been recognized as the cleanest beach in Santa Barbara County and is known as the "World's Safest Beach" due to its southern exposure, gentle surf and smooth sandy surf zone.

The Project Site has wide views of the Santa Ynez Mountains to the west and north. It has views of open space in the Carpinteria State Beach and the Pacific Ocean. As can be seen in the photo below, Santa Cruz and Anacapa Islands may be seen from the Project Site on clear days.



The immediate proximity of the City maintained Amtrak Passenger platform allows visitors to arrive and leave by train. Current daily Amtrak Pacific Surfliner service includes five northbound and five southbound trains that stop in Carpinteria. It runs from San Diego to San Luis Obispo making Carpinteria very accessible by rail.



Objectives

The City desires to enter into a lease and development agreement for the Property. The City has prepared a concept level plan for a boutique hotel and restaurant that is evocative of the Southern Pacific Railroad station. This concept level plan includes a 30-room, high quality (three diamond/three diamond plus) boutique hotel project with an ocean view restaurant built over what is now a public parking lot.

The City intends to establish a legal lot for the leased premises.

The ideal lessee would pursue the development and long term operation of a boutique hotel with a view restaurant similar to what the City has envisioned in the concept plans. It is expected the Project will become an iconic destination that can take advantage of the site's ocean and mountain views while also contributing to a positive economic outcome for the downtown tee.

The concept level plan preserves a portion of the existing public parking lot. The City owns a vacant lot on the south side of the railroad tracks that is also available for development into a new public parking lot that will serve as replacement parking and a site to relocate the public restroom. The ultimate project must both include parking adequate to comply with applicable zoning requirements and not result in loss of public parking spaces, or the public restroom amenity.

Other concepts that provide equivalent or better benefits in the opinion of the City will be considered including provision for some retail space. In addition to benefitting the vibrancy of the Carpinteria's downtown, the project is expected to generate revenue for the City to use toward its goal of meeting the need for public services and infrastructure maintenance.

Community and City Benefits

Proposed development projects for the Property must benefit the Community and City. The ideal Project outcome will result in a valuable community asset that helps support the Downtown business district. Examples of benefits include increased visitorship and tourism, improved Downtown architectural ambiance consistent with Carpinteria's vernacular, property, sales and transient occupancy taxes, increased job opportunities and public revenues from ground lease payments.

Green Building Objectives

Green building or sustainable building refers to both a structure and use of processes that are environmentally responsible and resource-efficient throughout a building's life-cycle including design, construction, operation, maintenance, renovation, and demolition. A project that includes features such as photovoltaic electrical generation, rain water harvesting, non-toxic building materials and sustainable operational methods is preferred.

City Sponsored Carpinteria Hotel Market Conditions Report

The City retained the services of a hotel industry expert who performed a market analysis of the Carpinteria area that concluded a new boutique hotel would serve unmet demand in Carpinteria. Keyser Marston Associates prepared a Carpinteria Hotel Market Conditions Report. The Report prepared in June 2016 is attached.

Successful Proposals

The City is seeking a proposal that includes;

1. Development of a high quality architectural design boutique hotel and restaurant that is evocative of the railroad building that once stood on the site. The proposed project is required to meet all applicable City development standards and building code requirements.
2. Providing public amenities attractive to both local residents and visitors. Stunning architecture with inviting public spaces, a view restaurant, new and increased beach area parking, walking trail extensions, and possibly retail space.
3. An experienced development team with experience in Hotel development. The team must provide information to demonstrate financial capacity and strength adequate to perform the development and operational obligations in the lease.
4. Attractive ground lease terms for both to the City and the Lessee. These terms include the length of lease term, specifications for insurance and maintenance requirements, the formula and amount of rent paid and detailed description of the durable improvements provided by the lessee.
5. Demonstration of a clear understanding of the City's Municipal Code Zoning Regulations and the General and Local Coastal Plan. Knowledge of the City's development limitations regarding overall height, parking requirements, and the City's development review process is critical to the success of the Project. (The Developer will be responsible for obtaining any and all governmental approvals

and selection through the RFP process does not guarantee outcomes relative to necessary governmental approvals. Gaining approvals should be considered in the proposed timeframe.)

6. A Lessee assumption of the ground lease, unsubordinated to any financing.
7. A Lessee paying any and all property taxes and/or possessory interest taxes.

Other Information

Any proposed development project will be required to comply with the California Environmental Quality Act and obtain a coastal development permit from the City.

The City has an adopted Local Coastal Plan (LCP) / General Plan (GP) and has authority to regulate development projects to insure conformance with the LCP/GP. Prior to the issuance of any permit for development in any area zoned or to be rezoned CPD, a development plan shall be submitted, processed, and approved, as provided in Chapter 14.68.

Many of the development standards used by the City can be found in Title 14 of the Municipal Code 14.16.090. For example building height is restricted to a height of no more than thirty feet. Chimneys, elevator and stair housings, church spires, and similar architectural features and similar structures may exceed the thirty foot restriction provided such excess heights are not in conflict with other provisions of this title.

Parking requirements are listed in Chapter 14.54 - PARKING REGULATIONS of the Municipal Code. Generally hotel/motel development requires one space per guest room and one space per employee. Restaurants require one space for each four fixed seats; or one space per fifty square feet of seating area, and one space per two hundred fifty square feet of gross floor area—CPD zone or one space per five hundred square feet of gross floor area—CB zone.

The Lessee will be required to pay all applicable fees, assessments and possessory interest taxes.

Projects that include timeshare, residential and industrial uses will not be considered.

The City has an adopted Local Coastal Plan (LCP) / General Plan (GP) and has authority to regulate development projects to insure conformance with the LCP/GP.

Many of the development standards used by the City can be found in Title 14 of the Municipal Code.

https://www.municode.com/library/ca/carpinteria/codes/code_of_ordinances?nodeId=TIT14ZO

Proposals that include City financial participation in the Project will not be considered. The Developer is responsible for obtaining any and all governmental approvals for the Project. No fees or other costs are waived by the City. All costs should be calculated as part of the proposed Development Project expenses.

The City is proposing to ground lease the Property "As Is" and is not obligated to repair, improve or otherwise incur costs.

Printed Proposals shall be delivered to Carpinteria City Hall City by the deadline listed on the cover page of this document. Proposals should be unbound and have numbered pages. A PDF of the proposal must also be provided using a USB Flash Drive.

Proposals should include the following information:

1. A cover page that includes:

- A. Developer's name and mailing address
- B. Developer's current legal status: corporation, partnership, sole proprietor, etc.
- C. Federal ID number or Social Security number.
- D. State ID number.
- E. Contact person's name, title, phone number, fax number and e-mail address
- F. Signature of authorized corporate officer for each entity proposing as a partnership or team acknowledging the authority to submit the Proposal.

2. A concept plan of the proposed development

The concept plan must be in sufficient detail for the City to determine the following:

- A. The size and height of building(s) and square footage of specific components.
- B. Building elevations with a photo simulation.
- C. A concept interior layout.
- D. The amount and type of parking spaces needed and how replacement public parking will be achieved.
- E. The public restroom facility's new location.
- F. Anticipated design style and materials to be used.
- G. Proposed public improvements to be built on the site.

3. Identification of the entities and individuals involved.

- A. Provide a list of the entities and individuals that will be involved with a description of the responsibilities each will have. Please provide an Organizational Chart that shows the entity structure and the roles each will have in the project. (Project Org Chart).
- B. Provide a summary of the team's past experience. Please include a description of the entities' experience in developing similar projects including location, type

of development, cost of project, funding sources, status of project and information about any continued financial or operating interest in each.

- C. Provide references for the projects that the team and its members have developed. The City would like to see projects and references for other publicly or institutionally owned sites if any.
- D. Identify the principal person who will speak for the development team and any other key participants who will be involved in negotiating the project terms. Specify whether the development entity is or intends to form a corporation, a general or limited partnership, a joint venture or other type of business association to carry out the proposed development.
- E. The developer must also provide two years of financial statements, which may be submitted confidentially under separate cover (City Attorney).
- F. Design consultants on the team must be licensed in the State of California.

4. A Preliminary Capital Pro Forma

A preliminary capital pro forma showing the sources and uses of funds (debt, equity and other) to construct the development in its entirety. The pro forma should include line item detail for the following:

- A. Project Hard Costs (Building Shell, FF&E, Site Costs, etc.)
- B. Project Soft Costs (Architecture & Engineering, Permits & Fees, Development Management, etc.)
- C. Capitalized Financing Costs

Information as to the status of securing those funds should be included, and inclusion of a conditional financing commitment is strongly encouraged.

5. An Operating Pro Forma

An operating pro forma for at least 20 years of Project operation, including the assumptions underlying the line item income and expense projections. Also show the Cash-on-Cash Return and Internal Rate of Return. If the project includes multiple uses, the operating pro forma should be broken down for the component uses. Detailed proformas in a format acceptable to the City will be required during the negotiation of a development agreement.

6. Preliminary Transaction Terms:

- A. Proposed Lease Term, Cannot exceed statutory limits.
- B. Proposed Minimum Rent
- C. Proposed Percentage Rent

7. A Description of the Public Benefits that will result from the development, such as the creation or retention of jobs (including the estimated number, type and wage levels), tax base enhancement, increase in tourism and downtown visitorship, public parking and restroom facilities.

8. A proposed timeframe for the development, including identification of any conditions that must be met before the proposal can become a reality. The schedule should include the time needed to obtain financing, complete design and secure permits and approvals, prepare the site, start and complete construction, and start operations.

9. Any other information that would help City staff understand and evaluate the Proposal.

The contents of the proposal and any clarification to the contents submitted by the successful proposer may become part of the contractual obligation and be incorporated by reference into the Lease and Development Agreement between the selected developer and the City.

Developers responding to this RFP are not required to provide a Good Faith Deposit with their proposals but may be required at a future time.

Conditions to Commencement of Initial Term of Lease

- A. All development entitlements for the must be final.
- B. Approval of construction plans and permits, including posting of required bonds and fees.
- C. Lessee shall have obtained City approval of Lessee's evidence of financial capability to complete development of Project.
- D. Lessee shall obtain approval from the City of the Project's operational management plan.
- E. Lessee shall have submitted evidence of required insurance to City.
- F. The physical/environmental condition and title to the site are suitable for the development, operation, and maintenance of the Project and consistent with the conditions stated in the Lease.
- G. The outside date for satisfaction of the conditions of commencement of the Lease Term is three years after City approval of Lease, subject to extensions for events of force majeure.
- H. As with all proposed development in the City, final plans are subject to compliance with adopted City and State laws and regulations.

Review/Selection Process

A committee of City representatives will review proposals received by the due date. The City may also seek Input from Community Groups and Consultants. Some or all of the proposers may be requested to present their proposals to the review committee and the City Council. During the review process, proposers may be asked questions to clarify their proposals, but cannot modify their proposals.

Hold Harmless

The selected developer must agree to defend, indemnify and hold the City of Carpinteria harmless from any and all claims or lawsuits that may arise from the developer's activities under the provisions of the Lease / development agreement, that are attributable to the acts or omissions, including breach of specific contractual duties of the developer or the developer's independent contractors, agents, employees or officers.

Prevailing Wage Requirements

Prevailing wage requirements may or may not apply to this project. Anyone working on a public works project must be paid prevailing wages as determined by DIR. Public works projects in general means construction, alteration, demolition, installation, or repair work done under contract and paid in whole or in part out of public funds. For a full definition of public works refer to [Labor Code section 1720](#). Anyone working on a public works project must be paid prevailing wages as determined by DIR. The developer will be responsible for complying prevailing wage requirements if applicable.

City Non-Liability and Related Matters

The RFP and the selection process shall in no way be deemed to create a binding contract, agreement, or offer of any kind between the City and the proposers. If the City selects a development team pursuant to the RFP, any legal rights and obligation between the successful team, if any, and the City will come into existence only when an agreement is fully executed by all parties, and the legal rights and obligations of each party shall at the time be only those rights and obligations which are set forth in the agreement and any other documents specifically referred to in that agreement.

The information being requested through this RFP is necessary for the City to adequately evaluate proposals. Failure to supply the requested information may result in rejection of the proposal. Each proposer agrees the City is not responsible for the costs incurred by proposers or their subcontractors incurred in connection with this RFP process, including, but not limited to costs associated with preparing a proposal or associated with participating in any presentations or negotiations related to this RFP.

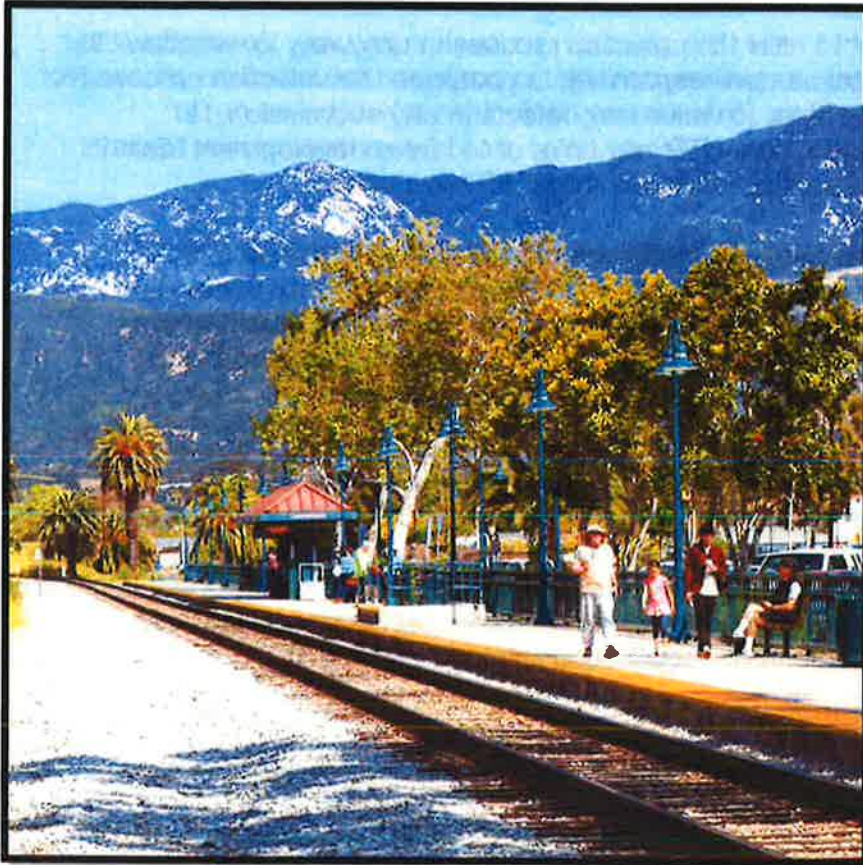
In addition, each proposer agrees that all documentation and materials submitted in response to this RFP shall remain the property of the City. Subject to the California law relating to access to public records, the City may be required to publicly disclose all submitted information and materials to parties requesting such information.

The City reserves the right to alter the selection process in any way, to withdraw the RFP, to deem the proposals as non-responsive, to postpone the selection process for its own convenience at any time, to waive any defects in any submission, to recirculate the RFP, to issue a new RFP any time, or to hire a development team it deems appropriate at its sole discretion within an RFP evaluation.

The City is not responsible for representations made by any of its officers or employees prior to the approval of an agreement by the City Council unless such understanding or representation is included in the RFP or in subsequent written addenda. The City is responsible only for that which is expressly stated in this solicitation document and any authorized written addenda thereto.

The information being requested through this RFP is necessary for the City of Carpinteria to adequately evaluate your proposal. Failure to supply the requested information may result in rejection of your proposal. The City is not responsible for the costs incurred by proposers or their subcontractors incurred in connection with this RFP process, including, but not limited to costs associated with preparing a proposal or associated with participating in any presentations or negotiations related to this RFP.





Site Photos

Page 1

The Amtrak passenger train shelter located at parking Lot #3



A picture of the Amtrak passenger platform and Shelter



Site Photos

Page 2

A view to the west from the project site showing the Santa Ynez Mountains and the Los Padres National Forrest



A view looking east on Fifth Street adjacent to Parking Lot #3



Site Photos

Page 3

A view of
Parking Lot
#3 looking east.



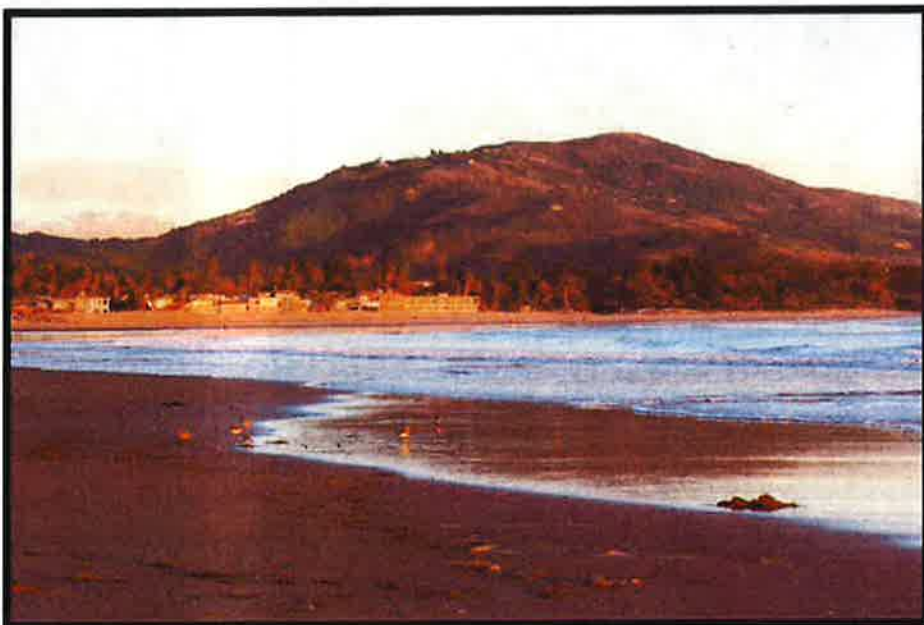
A View looking
west of Parking
Lot #3

Site Photos

Page 4



A photo of the
Carpinteria
Beach on a
busy summer
day 2015



A view of
Carpinteria City
and State Beach
from Sand Point
on a winter day.



Site Photos

Page 5

A view looking
to the beach
down Linden
Avenue



A view of the
900 block
Linden Avenue

Concept Plans Prepared by City



Artistic Rendering

West Elevation

East Elevation

North and South Elevation

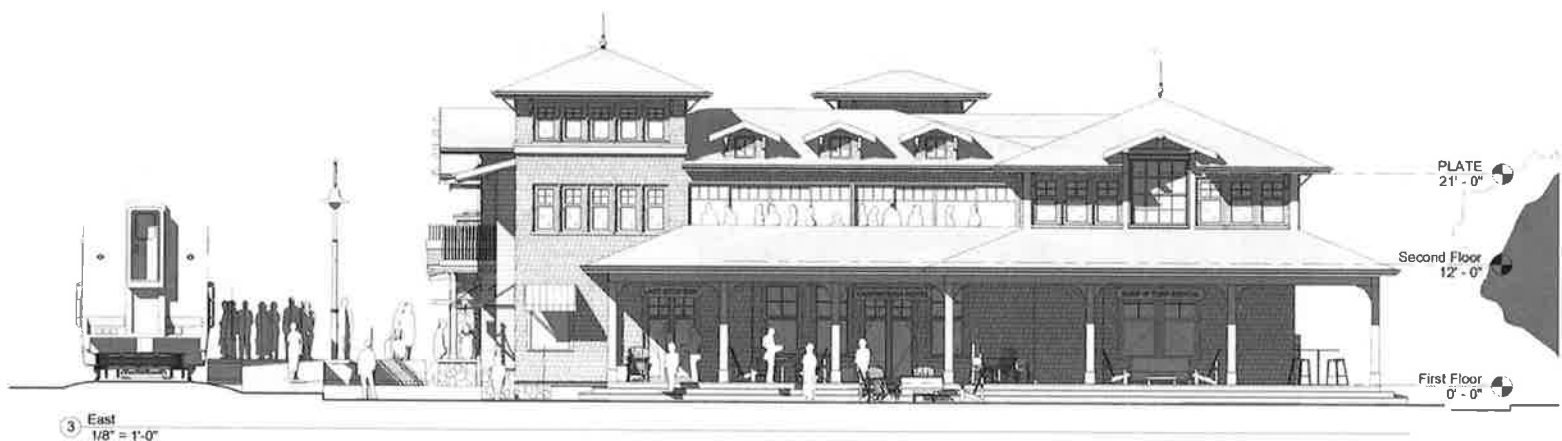
Ground Floor Plan

Second Story Floor Plan

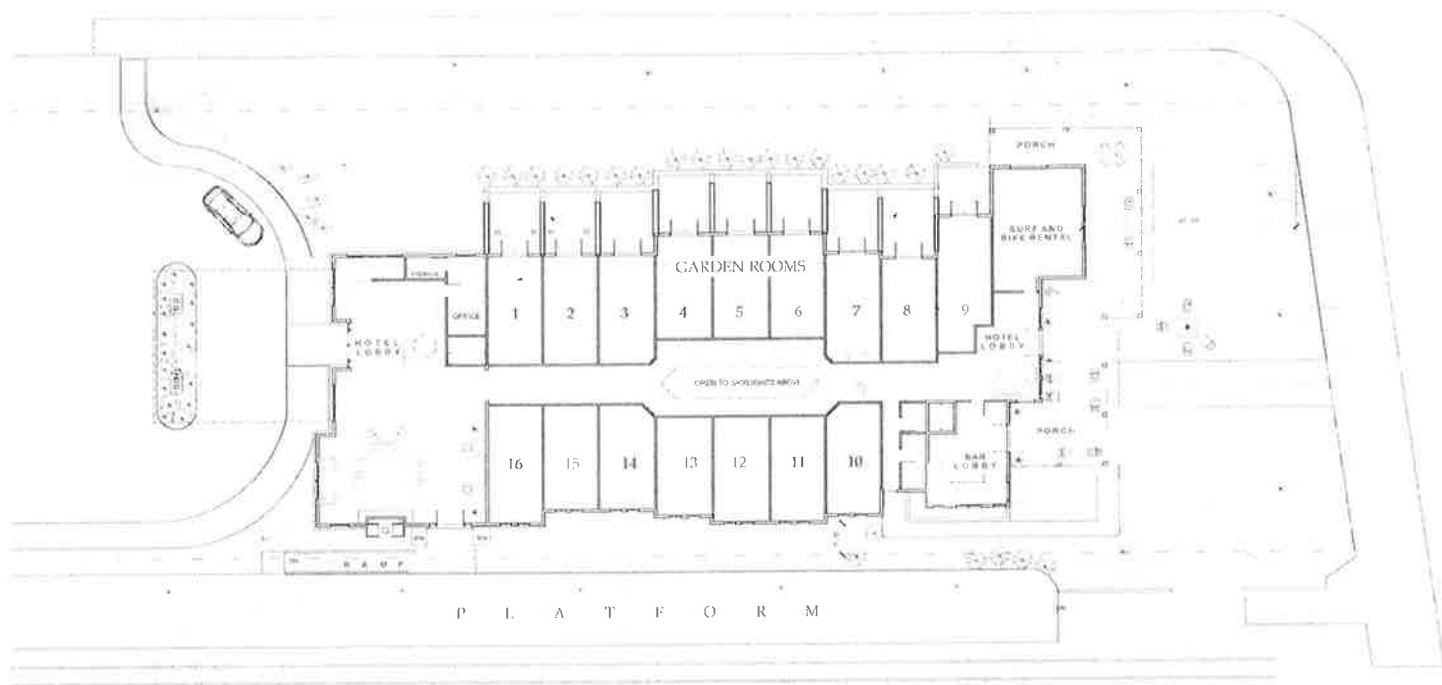




West Elevation



East Elevation
Linden Avenue Side

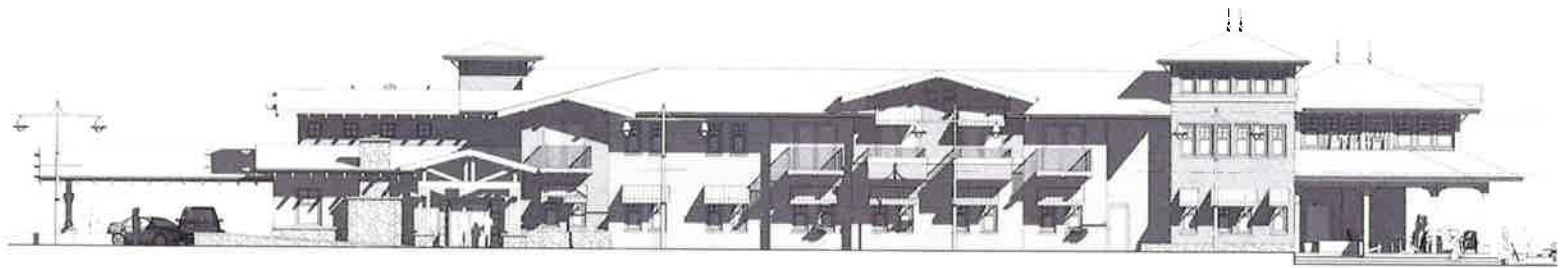


AREA SUMMARY

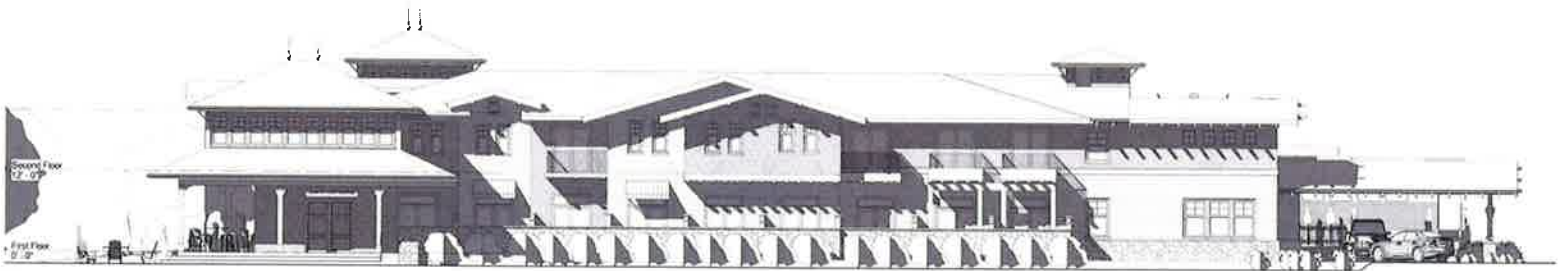
1ST FLOOR FOOTPRINT 11,152 SF

BREAKDOWN BY AREAS

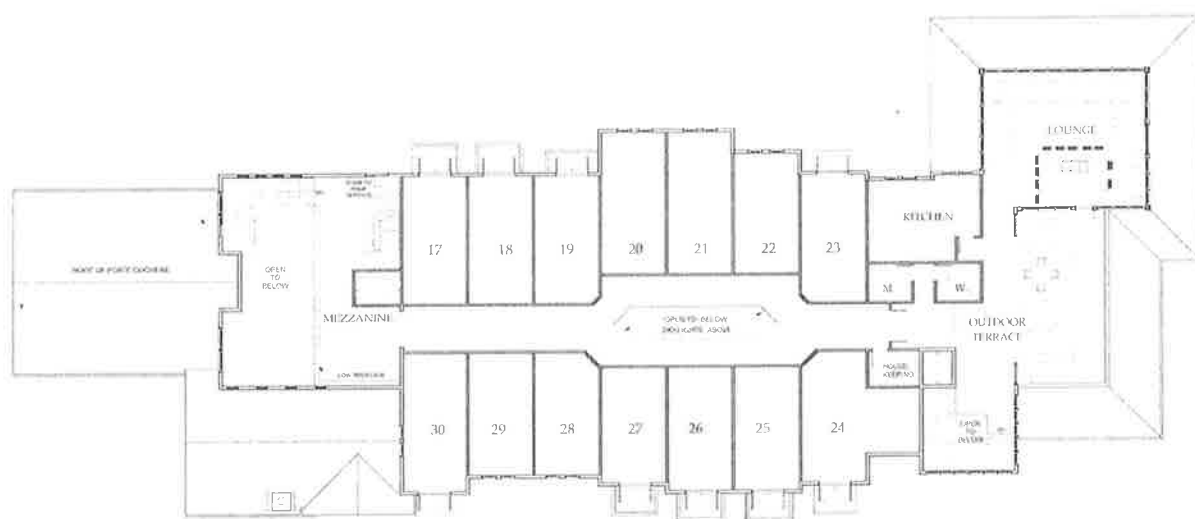
COMMON AREAS	2,860 SF	TOTAL BLDG. AREA ENCLOSED	15,016 SF
GUEST ROOMS	8,975 SF	TOTAL AREA OUTDOORS	2,867 SF
EAST WING PORCH	1,367 SF		



South Elevation
Railroad Side



North Elevation
Fifth Avenue Side





KEYSER MARSTON ASSOCIATES

ADVISORS IN PUBLIC/PRIVATE REAL ESTATE DEVELOPMENT

MEMORANDUM

ADVISORS IN:
REAL ESTATE
REDEVELOPMENT
AFFORDABLE HOUSING
ECONOMIC DEVELOPMENT

SAN FRANCISCO
A. JERRY KEYSER
TIMOTHY C. KELLY
KATE EARLE FUNK
DEBBIE M. KERN
REED T. KAWAHARA
DAVID DOBZEMA

LOS ANGELES
KATHLEEN H. HEAD
JAMES A. RABE
GREGORY D. SOO-HOO
KEVIN E. ENGSTROM
JULIE L. ROMEY

SAN DIEGO
PAUL C. MARRA

To: Matt Roberts,
Director of Parks and Recreation
City of Carpinteria

From: Kevin Engstrom
James Rabe

Date: June 21, 2016

Subject: Carpinteria Hotel Market Conditions

Pursuant to your request, Keyser Marston Associates, Inc. (KMA) reviewed the market variables that will influence the demand for an approximately 30-room hotel development on the Linden Avenue and Fifth Street property (Site). Based on a review of the available data and contact with developers active in the area, KMA evaluated the market feasibility of a hotel at this location.

MARKET OVERVIEW

Located along Highway 101 between the cities of Ventura to the south and Santa Barbara to the north, the City of Carpinteria (City) is home to over 13,000 persons. Within the entire Carpinteria Valley, the estimated population is over 17,000 residents with over 8,600 employees.¹

The Carpinteria Valley currently has a handful of hotels with over 600 rooms and approximately 100 vacation rentals.¹ As KMA understands the situation, the City is currently evaluating its options for regulating its vacation rental inventory. This is consistent with other jurisdictions throughout Southern California, which are considering mechanisms for managing the proliferation of these units and their coexistence with the City residents. In general, cities are finding that these units are not having a significant impact on hotel room demand; however, they are creating issues with local residents.

¹ Source: 2015 Carpinteria Valley Economic Profile

To: Matt Roberts, City of Carpinteria
Subject: Carpinteria Hotel Market Conditions

June 21, 2016
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The City has a prime coastal location and surrounds Highway 101, which serves as a significant north – south transportation corridor for the State of California. Due to its coastal location, the City has a significant amenity in the form of Carpinteria State Beach, which hosted 880,000 visitors and generated nearly \$3.5 million in user fees during the 2014/15 fiscal year.² The proposed Site is located in the historic core of the City and would be adjacent to the existing Amtrak station. The project would see the development of an existing parking lot and would assume the replacement of this parking on another site.

Historically, hotels are the most volatile land use, as rooms are “rented” on a nightly basis. This trend will continue in the future as fluctuations in employment, the economy, and natural/man-made disasters can all have a significant influence on the hotel industry. Notwithstanding these issues, the hotel market in Southern California is healthy, having improved significantly as the United States continues to recover from the recession. The following analysis summarizes hotel performance trends in the market over the past five years, provides an indication of regional hotel demand, and summarizes the impression of hotel developers active in the region.

HOTEL PERFORMANCE

The primary data sources used in this analysis were provided by PKF, Smith Travel Research and the City of Carpinteria (City). The information provided by these sources is based on surveys of a representative sample of hotels in the following market areas.

1. The Santa Barbara Town market are hotels located on, or within a few blocks of State Street (Town).³
2. The Santa Barbara Beach market includes resort hotels located along the beach communities of Santa Barbara, Montecito and Goleta (Beaches).¹
3. The Santa Barbara County market includes the performance of hotels of all types in the county, including those in Carpinteria (County).¹
4. The Carpinteria hotels include the top transient occupancy tax (TOT) producing hotels in the City: Best Western, Holiday Inn Express, Sandland Reef and two Motel Sixes.⁴

² Source: California State Park System: Statistical Report 2014/15 Fiscal Year.

³ Data provided by PKF Consulting

⁴ Data provided by the City of Carpinteria

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5. Working with the City, a Comparable Hotel Set of hotels was identified, including: Hotel Indigo Santa Barbara, The Wayfarer, Coast Hotel West Beach Inn and The Upham Hotel.⁵

The analysis is presented in the following tables:

Tables 1 – 4: Summarize hotel performance, including:

- 2010 - 2016 Hotel Occupancy Rates
- 2010 - 2016 Hotel Average Daily Rate (ADR)
- 2010 - 2016 Hotel Annual Revenue Per Available Room (RevPAR)

Tables 5 - 7: Summarize hotel demand for the following markets:

- Santa Barbara Town
- Santa Barbara Beach
- Santa Barbara County

Table 8: Projects Santa Barbara County hotel room demand

Table 9: Summarizes the 2015 Performance of Comparable Hotels

Table 1: Hotel Occupancy Rates

1. In each year between 2010 and 2015, the occupancy rate achieved in the Town was higher than the occupancy rates achieved in the Beach and County. In 2015, the average occupancy rates were as follows:
 - a. The Town occupancy rate was 80.3%;
 - b. The occupancy rate for the Beaches was 77.5%; and
 - c. The County average occupancy rate was 78.5%.

⁵ Data provided by Smith Travel Research (STR). Not all hotels provide their operating data to STR. The selected hotels provide their information and were identified by City staff and KMA as being most representative of a potential project in Carpinteria.

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Subject: Carpinteria Hotel Market Conditions

June 21, 2016
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2. In each of the areas being studied, the average occupancy levels have increased since 2010. The percentage increases over the period are:
 - a. Town at 15.2%;
 - b. The Beaches at 18.3%; and
 - c. The County at 18.8%.

For 2016, occupancy levels are projected to rise for the Beach and County. The occupancy level of the Town is projected to decrease slightly; however, this is due to an increase in room inventory as demand is projected to increase.

Table 2: Hotel Average Daily Rate (ADR)

1. The Town exhibits the lowest ADRs of the three areas being summarized herein; however, all of the current ADRs are relatively healthy.
2. In 2015, the ADRs were as follows:
 - a. The Town ADR was \$195;
 - b. The Beaches' ADR was \$289; and
 - c. The County ADR was \$217.
3. In each of the areas being studied, the ADR increased significantly since 2010. The percentage increases over the period are:
 - a. The Town at 30.2%;
 - b. The Beaches at 31.5%; and
 - c. The County at 26.5%.

For 2016, ADRs are projected to rise an additional 5.0% for each of the market areas.

Table 3: Hotel Annual Revenue Per Available Room (RevPAR)

The RevPAR is the product of a hotel's occupancy rate multiplied by the average daily rate. Based on TOT records, the RevPAR of the largest TOT producing properties in the City can be estimated. As would be expected, the RevPAR estimates mirror the results of the occupancy and ADR results presented in the previous two tables. The key findings are:

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1. The highest RevPAR numbers were achieved for all four areas in 2015.
2. The Carpinteria RevPAR was significantly lower than the RevPAR exhibited by the other three areas, but the Carpinteria RevPAR is growing at a faster pace than the other three areas.
3. The percentage growth in RevPAR over the period between 2010 and 2016 for the four areas are:
 - a. Carpinteria at 72.8%;
 - b. The Town at 49.9%;
 - c. The Beaches at 55.6%; and
 - d. The County at 50.3%.

For 2016, RevPARs are projected to rise over 4.0% for each of the market areas.

Table 4: Annual Change in Hotel Performance

Table 4 summarizes the change in hotel performance between 2010 and 2015 for the market areas. As previously noted, the occupancy levels, ADRs and resultant RevPARs have all shown healthy increases during this period.

Tables 5-7: Summary - Market Area Hotel Performance

Between 2010 and 2015, the following compound annual growth rates were generated within the market area:

1. Based on the factors already discussed, the RevPAR grew at healthy rate during this period. The average rate of growth per year equaled the following:
 - a. The Town at 8.4%;
 - b. The Beaches at 9.2%; and
 - c. The County at 8.5%.
2. The supply of hotel rooms in the market area changed slightly:
 - a. The Town at -1.1%;
 - b. The Beaches at .2%; and

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Subject: Carpinteria Hotel Market Conditions

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- c. The County at .3%.
- 3. While the supply remained relatively static during this period, demand increased at relatively healthy rate:
 - a. The Town at 1.7%;
 - b. The Beaches at 3.6%; and
 - c. The County at 3.9%.

Table 8: Projected Increase in Santa Barbara County Room Demand

The increase in County room demand is projected for the period between 2016 and 2031 based on an assumed 2.0% annual increase in the demand for hotel rooms, and 74% to 76% target occupancy rates. Based on these assumptions, demand for approximately 180 to 340 new hotel rooms is exhibited in the County over the next five years and over 2,000 new hotel rooms are supported over the next 15 years.

Table 9: 2015 Performance of Comparable Hotels

Table 9 identifies the average occupancy, the ADR and the RevPAR for the Comparable Hotel Set for each month in 2015. As shown in Table 9, the market is seasonal:

- 1. The Comparable Hotel Set exhibits strong demand during the summer months, with average occupancies exceeding 92% and ADRs up to \$264.
- 2. The market area demonstrates fluctuating demand during the spring and fall, with average occupancies ranging from 68% to 86%, and ADRs ranging from \$183 to \$223.
- 3. The performance of the hotels in the market area declines during the winter months. The lowest occupancy point falls in December at 59.0% and the lowest ADR is January at \$176.

Over the course of 2015, the average occupancy level was 79.8%, the ADR was \$217 and the resultant RevPAR was \$173. As would be expected given their location, the performance of these hotels would be comparable to the Town.

Hotel Performance Findings

The data collected for the market area indicates the following:

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1. Hotel performance in the market area improved significantly over the past five years.
2. The demand for hotel rooms in the market area is seasonal, which indicates leisure travelers are driving the demand.
3. Demand is exhibited in the County for 180 - 340 new hotel rooms over the next five years, and for over 2,000 new hotel rooms over the next 15 years.

A hotel development on the Site would effectively need to capture approximately 10% - 15% of the near-term demand for new hotel rooms in the County. That capture rate would fall to less than 2% of the demand exhibited over the next 15 years.

MARKET IMPRESSIONS

To augment the hotel performance data collected for the market area, KMA contacted developers active in the region to gain their impressions of the opportunities for this specific site. These impressions can be summarized as follows:

1. There is a healthy amount of demand in the market area, as the hotel industry is performing very well in the Santa Barbara market area.
2. The current collection of hotels in Carpinteria does not offer a broad range of product types that would meet the needs of regional visitors.
3. The Site would be a good location for a hotel, given its proximity to the downtown and the State Beach.
4. Rail activity could be an issue; however, there are other hotels in the region that have successfully mitigated a similar location. Further, some travelers may be intrigued by the possibility of alighting from a train and having their hotel, beach and dining within walking distance.
5. The financial feasibility of the hotel is less certain, as it was noted that the City may need to subsidize the project.

Overall, the developers indicate a 30-40 room hotel at this location should have market support and would be well received by the region's visitors.

MARKET FEASIBILITY SUMMARY

The KMA analysis is intended to provide the City with a perspective on the market conditions exhibited for a potential hotel project in Carpinteria. The analysis indicates

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strong hotel performance, as occupancies are high, ADRs have risen significantly and RevPARs are healthy. These findings are corroborated by developers active in the area, which indicate a 30-40 room hotel at this location should have market support and would be well received by the region's visitor. However, market feasibility does not immediately equate to financial feasibility, which cannot be determined until hotel developers have adequately addressed the potential hotel performance (ADR, occupancy levels, food and beverage revenues and operating expenses), the development costs and the financing available for such a project.

To: Matt Roberts, City of Carpinteria
Subject: Carpinteria Hotel Market Conditions

June 21, 2016
Page 9

Limiting Conditions

1. The analysis contained in this document is based, in part, on data from secondary sources such as state and local government, planning agencies, real estate brokers, and other third parties. While KMA believes that these sources are reliable, we cannot guarantee their accuracy.
2. The analysis assumes that neither the local nor national economy will experience a major recession. If an unforeseen change occurs in the economy, the conclusions contained herein may no longer be valid.
3. The findings are based on economic rather than political considerations. Therefore, they should be construed neither as a representation nor opinion that government approvals for development can be secured.
4. Market feasibility is not equivalent to financial feasibility; other factors apart from the level of demand for a land use are of crucial importance in determining feasibility. These factors include the cost of acquiring sites, relocation burdens, traffic impacts, remediation of toxics (if any), and mitigation measures required through the approval process.
5. Development opportunities are assumed to be achievable during the specified time frame. A change in development schedule requires that the conclusions contained herein be reviewed for validity.
6. The analysis, opinions, recommendations and conclusions of this document are KMA's informed judgment based on market and economic conditions as of the date of this report. Due to the volatility of market conditions and complex dynamics influencing the economic conditions of the building and development industry, conclusions and recommended actions contained herein should not be relied upon as sole input for final business decisions regarding current and future development and planning.

TABLE 1

**2010-2016 HOTEL OCCUPANCY RATES
CARPINTERIA HOTEL OVERVIEW
CARPINTERIA, CALIFORNIA**

Year	Santa Barbara Town ¹	Santa Barbara Beach ²	Santa Barbara County ³
2010	70.5%	65.5%	66.4%
2011	73.2%	69.1%	69.9%
2012	75.4%	71.6%	71.4%
2013	76.9%	72.8%	72.6%
2014	78.9%	76.0%	75.3%
2015	81.2%	77.5%	78.9%
2016(f)	80.3%	77.0%	78.5%
Percentage Increase between 2010 and 2015	15.2%	18.3%	18.8%
Compound Annual Growth between 2010 and 2015	2.9%	3.4%	3.5%
Forecast Change between 2015-2016	-1.1%	-0.6%	-0.5%

(f) Forecast

- ¹ Hotels in Santa Barbara Town are located on, or within a few blocks of State Street. Source: PKF
- ² Hotels in Santa Barbara Beach are located along beaches in Santa Barbara, Montecito and Goleta. Source: PKF.
- ³ Performance of all hotels in Santa Barbara County, including those in Carpinteria. Source: PKF

TABLE 2

2010-2016 HOTEL AVERAGE DAILY RATE (ADR)
CARPINTERIA HOTEL OVERVIEW
CARPINTERIA, CALIFORNIA

Year	Santa Barbara Town ¹	Santa Barbara Beach ²	Santa Barbara County ³
2010	\$149.65	\$219.98	\$163.01
2011	\$155.98	\$232.30	\$168.78
2012	\$159.09	\$240.21	\$174.69
2013	\$167.03	\$255.00	\$182.51
2014	\$177.47	\$276.74	\$196.39
2015	\$194.79	\$289.20	\$206.20
2016(f)	\$206.48	\$303.65	\$216.84
Percentage Increase between 2010 and 2015	30.2%	31.5%	26.5%
Compound Annual Growth between 2010 and 2015	5.4%	5.6%	4.8%
Forecast Change between 2015-2016	6.0%	5.0%	5.2%

(f) Forecast

- ¹ Hotels in Santa Barbara Town are located on, or within a few blocks of State Street. Source: PKF
- ² Hotels in Santa Barbara Beach are located along beaches in Santa Barbara, Montecito and Goleta. Source: PKF.
- ³ Performance of all hotels in Santa Barbara County, including those in Carpinteria. Source: PKF

TABLE 3

2010 - 2016 HOTEL ANNUAL REVPAR¹
CARPINTERIA HOTEL OVERVIEW
CARPINTERIA, CALIFORNIA

Year	City of Carpinteria²	Santa Barbara Town³	Santa Barbara Beach⁴	Santa Barbara County⁵
2010	\$47.12	\$105.50	\$144.09	\$108.24
2011	\$58.15	\$114.18	\$160.52	\$117.98
2012	\$65.27	\$119.95	\$171.99	\$124.73
2013	\$64.42	\$128.45	\$185.64	\$132.50
2014	\$70.73	\$140.02	\$210.32	\$147.88
2015	\$81.42	\$158.17	\$224.13	\$162.69
2016(f)	NA	\$165.80	\$233.81	\$170.22
Percentage Increase between 2010 and 2015	72.8%	49.9%	55.6%	50.3%
Compound Annual Growth between 2010 and 2015	11.6%	8.4%	9.2%	8.5%
Forecast Change between 2015-2016	NA	4.8%	4.3%	4.6%

(f) Forecast

- ¹ RevPAR is equal to the occupancy rate multiplied times the average room rate.
- ² Includes top TOT producing hotels in Carpinteria: Best Western, Holiday Inn Express, Sandland Reef and Motel Sixes.
- ³ Hotels in Santa Barbara Town are located on, or within a few blocks of State Street. Source: PKF
- ⁴ Hotels in Santa Barbara Beach are located along beaches in Santa Barbara, Montecito and Goleta. Source: PKF.
- ⁵ Performance of all hotels in Santa Barbara County, including those in Carpinteria. Source: PKF

TABLE 4

ANNUAL CHANGE IN OCCUPANCY, ADR & REVPAR
CARPINTERIA HOTEL OVERVIEW
CARPINTERIA, CALIFORNIA

Change in Occupancy Rates				
Period		Santa Barbara ¹ Town	Santa Barbara ² Beach	Santa Barbara ³ County
2010-11		3.83%	5.50%	5.27%
2011-12		3.01%	3.62%	2.15%
2012-13		1.99%	1.68%	1.68%
2013-14		2.60%	4.40%	3.72%
2014-15		2.92%	1.97%	4.78%
2010-15		15.18%	18.32%	18.83%

Change in Average Daily Rates (ADR)				
Period		Santa Barbara Town	Santa Barbara Beach	Santa Barbara County
2010-11		4.23%	5.60%	3.54%
2011-12		1.99%	3.41%	3.50%
2012-13		4.99%	6.16%	4.48%
2013-14		6.25%	8.53%	7.61%
2014-15		9.76%	4.50%	5.00%
2010-15		30.16%	31.47%	26.50%

Change in Revenue Per Available Room (RevPAR)				
Period	City of Carpinteria ⁴	Santa Barbara Town	Santa Barbara Beach	Santa Barbara County
2010-11	23.40%	8.22%	11.40%	9.00%
2011-12	12.24%	5.06%	7.15%	5.72%
2012-13	-1.29%	7.08%	7.94%	6.23%
2013-14	9.80%	9.01%	13.30%	11.61%
2014-15	15.10%	12.96%	6.56%	10.01%
2010-15	72.78%	49.92%	55.55%	50.31%

- ¹ Hotels in Santa Barbara Town are located on, or within a few blocks of State Street. Source: PKF
- ² Hotels in Santa Barbara Beach are located along beaches in Santa Barbara, Montecito and Goleta. Source:
- ³ Performance of all hotels in Santa Barbara County, including those in Carpinteria. Source: PKF
- ⁴ Includes top TOT producing hotels in Carpinteria: Best Western, Holiday Inn Express, Sandland Reef and Motel Six

TABLE 5

SUMMARY - SANTA BARBARA TOWN PERFORMANCE ¹
CARPINTERIA HOTEL OVERVIEW
CARPINTERIA, CALIFORNIA

Santa Barbara Town							
	Average Occupancy	Average Daily Rate	Annual Supply of Room Nights	Annual Demand for Room Nights	Change in Occupied Room Nights	RevPAR	Change
2010	70.5%	\$149.65	257,690	181,751		\$105.50	
2011	73.2%	\$155.98	257,690	188,528	3.7%	\$114.18	8.2%
2012	75.4%	\$159.09	271,560	204,714	8.6%	\$119.95	5.1%
2013	76.9%	\$167.03	272,655	209,599	2.4%	\$128.45	7.1%
2014	78.9%	\$177.47	272,655	215,071	2.6%	\$140.02	9.0%
2015	81.2%	\$194.79	243,698	197,924	-8.0%	\$158.17	13.0%
2016(f)	80.3%	\$206.48	262,435	210,789	6.5%	\$165.80	4.8%
Compound Annual Growth - 2010 -2015	2.9%	5.4%	-1.1%	1.7%		8.4%	
Forecast Change between 2015-2016	-1.1%	6.0%	7.7%	6.5%		4.8%	

1

Hotels in Santa Barbara Town are located on, or within a few blocks of State Street. Source: PKF

TABLE 6

SUMMARY - SANTA BARBARA BEACH HOTEL PERFORMANCE ¹

CARPINTERIA HOTEL OVERVIEW

CARPINTERIA, CALIFORNIA

Santa Barbara Beach							
	Average Occupancy	Average Daily Rate	Annual Supply of Room Nights	Annual Demand for Room Nights	Change in Occupied Room Nights	RevPAR	Change
2010	65.5%	\$219.98	801,540	525,378		\$144.09	
2011	69.1%	\$232.30	801,540	553,744	5.4%	\$160.52	11.4%
2012	71.6%	\$240.21	801,540	573,991	3.7%	\$171.99	7.1%
2013	72.8%	\$255.00	804,916	586,063	2.1%	\$185.64	7.9%
2014	76.0%	\$276.74	809,205	615,311	5.0%	\$210.32	13.3%
2015	77.5%	\$289.20	809,205	627,216	1.9%	\$224.13	6.6%
2016(f)	77.0%	\$303.65	830,497	639,760	2.0%	\$233.81	4.3%
Compound Annual Growth - 2010-2015	3.4%	5.6%	0.2%	3.6%		9.2%	
Forecast Change between 2015-2016	-0.6%	5.0%	2.6%	2.0%		4.3%	

¹ Hotels in Santa Barbara Beach are located along beaches in Santa Barbara, Montecito and Goleta. Source: PKF.

TABLE 7

SUMMARY - SANTA BARBARA COUNTY HOTEL PERFORMANCE ¹

CARPINTERIA HOTEL OVERVIEW

CARPINTERIA, CALIFORNIA

Santa Barbara County							
	Average Occupancy	Average Daily Rate	Annual Supply of Room Nights	Annual Demand for Room Nights	Change in Occupied Room Nights	RevPAR	Change
2010	66.4%	\$163.01	1,946,180	1,291,833		\$108.24	
2011	69.9%	\$168.78	1,946,180	1,360,018	5.3%	\$117.98	9.0%
2012	71.4%	\$174.69	1,972,825	1,409,497	3.6%	\$124.73	5.7%
2013	72.6%	\$182.51	2,003,211	1,454,372	3.2%	\$132.50	6.2%
2014	75.3%	\$196.39	2,007,135	1,510,413	3.9%	\$147.88	11.6%
2015	78.9%	\$206.20	1,977,813	1,560,808	3.3%	\$162.69	10.0%
2016(f)	78.5%	\$216.84	2,035,909	1,598,410	2.4%	\$170.22	4.6%
Compound Annual Growth - 2010-2015	3.5%	4.8%	0.3%	3.9%		8.5%	
Forecast Change between 2015-2016	-0.5%	5.2%	2.9%	2.4%		4.6%	

1

Performance of all hotels in Santa Barbara County, including those in Carpinteria. Source: PKF

TABLE 8

**PROJECTED INCREASE IN SANTA BARBARA COUNTY ROOM DEMAND
CARPINTERIA HOTEL OVERVIEW
CARPINTERIA, CALIFORNIA**

Potential Demand - 2% Annual Increase in Demand & 74% Target Occupancy					
	Annual Increase in Room Demand	Existing Room Night Supply	Santa Barbara Average Occupancy Level	Room Night Demand Exceeding Target Occupancy	Cumulative Additional Room Demand
2016	1,598,400	2,035,900	78.5%	561,600	340
2021	1,764,800	2,035,900	86.7%	620,100	956
2026	1,948,500	2,035,900	95.7%	684,600	1,636
2031	2,151,300	2,035,900	105.7%	755,900	2,387

Potential Demand - 2% Annual Increase in Demand & 76% Target Occupancy					
	Annual Increase in Room Demand	Existing Room Night Supply	Santa Barbara Average Occupancy Level	Room Night Demand Exceeding Target Occupancy	Cumulative Additional Room Demand
2016	1,598,400	2,035,900	78.5%	504,800	184
2021	1,764,800	2,035,900	86.7%	557,300	784
2026	1,948,500	2,035,900	95.7%	615,300	1,446
2031	2,151,300	2,035,900	105.7%	679,400	2,178

¹ Performance of all hotels in Santa Barbara County, including those in Carpinteria. Source: PKF

TABLE 9

2015 PERFORMANCE OF NEARBY COMPARABLE HOTELS¹
CARPINTERIA HOTEL OVERVIEW
CARPINTERIA, CALIFORNIA

	Comparable Hotel Set		
	Average Occupancy	Average Daily Rate	RevPAR
January	71.6%	\$175.89	\$125.94
February	76.0%	\$183.31	\$139.32
March	79.0%	\$190.27	\$150.31
April	86.1%	\$204.48	\$176.06
May	81.7%	\$220.58	\$180.21
June	84.3%	\$237.35	\$200.09
July	92.4%	\$261.53	\$241.65
August	91.4%	\$263.72	\$241.04
September	85.2%	\$232.81	\$198.35
October	82.6%	\$222.80	\$184.03
November	67.7%	\$189.24	\$128.12
December	59.0%	\$186.42	\$109.99
Overall 2015 Performance	79.8%	\$217.22	\$173.34

¹ Includes the following hotels: Hotel Indigo Santa Barbara; The Wayfarer; Coast Hotel West Beach Inn and the Upham Hotel. Source: Smith Travel Research

Attachment B

Outline of the Process

- A. City Council Meeting – City Council consideration of item for staff to negotiate a DDA and Ground Lease with Developer (Today's Item)
- B. City Council Meeting – City Council consideration of proposed DDA and Ground Lease
 - a. City Council to approve proposed DDA and Ground Lease; approve with DDA and Ground Lease with amendments; or reject the DDA and Ground Lease
 - b. DDA and Ground Lease are conditioned on successful completion of City's Development Review (including CEQA)
- C. Developer Submits Application for Development Review
- D. City Development Review
 - 1. City Staff determines application completeness
 - 2. Environmental Review Committee (if applicable)
 - 3. ARB Meeting – Board reviews Project Design Elements
 - 4. Planning Commission Meeting – Commission consideration of Permit Application and CEQA Materials (Planning Commission retains full discretion to approve, condition or deny the Project)
 - 5. City Council Meeting (if necessary) – Council consideration of Permit Application and CEQA Materials (City Council, on appeal, retains full discretion to approve, condition or deny the Project)
- E. City Executes Ground Lease and any subsequent documents (if approved)
- F. Project Construction



City of Carpinteria

COUNCIL AGENDA STAFF REPORT March 22, 2021

ITEM FOR COUNCIL CONSIDERATION

Presentation on the New Beginnings Safe Parking Program and report on options for responding to issues raised concerning overnight parking and restroom services for people experiencing homelessness.

STAFF RECOMMENDATION

Action Item _X_; Non-Action Item ___

Receive the report and direct staff as determined appropriate.

BACKGROUND

The City occasionally receives complaints and requests for service related to people that are homeless sleeping in vehicles in local parking lots or going to the bathroom on private and public property. Late last year the City received a note from the owner of the office building on the corner of Carpinteria Avenue and Elm Street, adjacent the City public parking lot. Coincident to the request, the City had received a complaint about people congregating and sleeping in vehicles in the public parking lot.

The City collaborates with various agencies and groups to respond to the needs of people experiencing homelessness that live in Carpinteria. These collaborations include the County Behavioral Wellness, United Way's Home for Good program, and volunteers. The City and other local agencies annually expend significant resources responding to issues resulting from homelessness and working to connect people experiencing homelessness to resources; most importantly, to housing resources.

Local costs of homelessness include the costs of responding to calls for service for medical emergencies and to law and code enforcement for violations such as drinking in public, smoking in public, littering and going to the bathroom in public areas, cleaning up trash and abandoned campsites, and coordinating with other agencies such as State Parks.

Local costs also include participation in the Coordinated Entry system where information about people experiencing homelessness in Carpinteria is entered into a database in order to prioritize them for housing and supportive services. The City also expends legal costs to pursue criminal cases through the court system and coordinate with other agencies in efforts to get people experiencing homelessness that have committed crimes the help they need via the court system as an alternative to jail.

DISCUSSION

The purpose of this agenda matter, in part, is to receive a presentation from New Beginnings on its Safe Parking program. The Program has been successful in addressing the need for a safe place to sleep at night for people that are homeless and living out of their vehicle, as well as coordinating with the Coordinated Entry system in Santa Barbara County. Information about the program is attached to this Report. Staff is also seeking direction with regard to the possibility of providing 24-hour restroom service via portable bathrooms.

POLICY CONSISTENCY

The establishment of services to address risks to public health and safety are an inherent part of the City's police powers.

FINANCIAL CONSIDERATIONS

The Safe Parking program's expansion in Santa Barbara County is funded in part by contracts with cities, city and county CDBG/human services fund awards, and donations. Renting portable restrooms is estimated to cost \$4,100 annually. This cost estimate includes two portable restrooms and hand washing stations.

OPTIONS

- A. Receive and file report
- B. Direct staff to work with New Beginnings to find a suitable location(s) in the City of Carpinteria for the program and return to Council with the proposed site.
- C. Direct staff identify locations suitable for the placement of portable 24-hour restrooms.

PRINCIPAL PARTIES EXPECTED AT MEETING

Kristine Schwarz, Executive Director, New Beginnings Counseling Center

ATTACHMENT

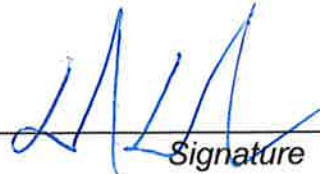
New Beginnings Overview and Power Point Presentation

Staff contact: Mimi Audelo, Program Manager
805-755-4401; mimia@ci.carpinteria.ca.us



Signature

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



Signature



Safe Parking Shelter and Rapid Rehousing Program

Safe Overnight Parking

New Beginnings' Safe Parking Shelter and Rapid Rehousing Program provides safe overnight parking to individuals and families living in their vehicle. We have operated the Safe Parking Program® since 2004 in cooperation with numerous local churches, governmental and non-profit agencies, and businesses. Our program is the first of its kind and has served as a model for dozens of communities throughout the country.

Program Format

The program currently manages 154 spaces in 26 parking lots throughout the cities of Santa Barbara, Goleta, and the neighboring unincorporated areas of the county. Each of these lots has entered in a written agreement with New Beginnings, who has indemnified them against any liability. Since the program's inception in 2004, there have been no major incidents or damage to any of the participating lots or neighborhoods.

Services Offered

The Safe Parking Program also connects the chronically homeless to shelters and services that will get them off the streets and into safer environments. Program staff distribute more than 450 pounds of food each month and offer a rapid rehousing component that provides case management to transition program participants into permanent housing and employment.

Through the program, staff offer job tutoring and resume preparation and facilitates outside agency connections as needed to help participants gain employment or obtain government benefits. On a case-by-case basis, New Beginnings writes grants on behalf of clients to help them obtain cash assistance to pay for medical and dental expenses, and other costly, but life-changing assistance.

Current proof of a valid driver's license, vehicle registration, and insurance is required to enroll in the program.

Contact staff of our Safe Parking Program by calling (805) 845-8492.



NEW BEGINNINGS

VEHICULAR HOMELESSNESS



NEW BEGINNINGS

Community safety net organization with four core programs:

- Safe Parking Shelter and Rapid Rehousing Program®
- Supportive Services for Veteran Families Program
- Life Skills Parenting and Education Program
- Community Mental Health Center



WHAT IS SAFE PARKING?

- Shelter for families & individuals who live in their vehicles
- Rapid rehousing program
- A Housing First program
- **Not** an encampment, not an alternative lifestyle
- **Safe place** to park/sleep while in transition to housing



PROGRAM HISTORY

- Safe Parking began in 2003
- Repurposes existing community resources – parking lots
- Initially started as a program for RV's
- Started by local homeless advocates, city council and members of the county board of supervisors
- Currently – 51% of unsheltered homeless in county (2020 Point In Time Count) are living in their vehicles



PROGRAM STRUCTURE

- 26 lots, 156 spaces – sheltering 150+ each night
- Distribute impact in scattered sites/lots, 1-15 in each
- Cities of Santa Barbara & Goleta – different ordinances
- For-profit, non-profit, city, county, faith-based lots
- Each lot owner insured by New Beginnings



PROGRAM STRUCTURE

- Enter after 7pm, leave by 7am – no curfew
- Driver's License, Registration & Insurance required
- Each lot has different population
- Assign people to lots based on lot & vehicle type, needs
- First come, first serve – waiting list



PROGRAM STRUCTURE

- Parking only, no gathering in lots
- Porta-potties and self-contained vehicles
- No trash dumping, pet waste, loud music, cooking outside
- No direct communication with lot owner
- Can't park within 3 blocks of lot during day



PROGRAM STRUCTURE

- Lots monitored by two pt monitors/outreach workers
- Lots monitored throughout night & in morning
- Monitors provide support in multiple ways
- Monitoring report sent to city each month
- Renew permit, review housing plan once per month



PROGRAM STRUCTURE

- 24/7 Emergency number
- Work with law enforcement & city/county staff
- Staffed with a Program Manager, three Case Managers, two Housing Navigators, two Housing Retention Specialists, and three Lot Monitor/Outreach Workers
- Daytime version of program for oversized vehicles
- Rapid rehousing component



HOUSING ASSISTANCE SERVICES

- Goal of Safe Parking is to transition program participants into permanent housing
- Services: Landlord engagement, case management, temporary financial assistance, and benefit acquisition
- Housed close to 1,000 people since program's inception



PROGRAM COST (Estimate)

Total Annual Budget = \$975,800

\$350,000
Shelter

\$489,800
RRH CM

\$136,000
TFA



PROGRAM FUNDING

Shelter



City contract

City & County CDBG/Human Service funds

Private, unrestricted

RRH



ESG, CoC, HHAP, HEAP CESH, TBRA funds

City & County CDBG/Human Service funds

Private, unrestricted



PROGRAM DEMOGRAPHICS

8% under age
18

60% between
Ages 55 and 62

24% over age
63

4% Families

95% below
30% AMI

33%
chronically
homeless

*updated as of 12/31/2020



PROGRAM DEMOGRAPHICS

22% of clients are employed upon enrollment

48% of clients meet definition of disability

Clients with a perfect storm of misfortune



PROGRAM SERVICES

- Overnight shelter – no case management requirement
- Street outreach
- Rapid rehousing & housing retention services
- Employment & benefit connection – SOAR trained staff
- CES RRH Referrals for all unsheltered population



PROGRAM SERVICES

Basic case management/assistance to clients & wait list:

- Vehicle maintenance and repair
- Food and gas cards, medical & dental assistance
- Crisis intervention, mental health services
- Food boxes, clothing, discounted gym memberships



PROGRAM OUTPUTS

Serve @ 525 unduplicated people each year through:

- Shelter
- RRH
- Street Outreach
- Coordinated Entry



PROGRAM OUTCOMES

- House @ 60 people annually
- Connect @ 50 to employment
- Connect @ 45 to benefits
- Operated without incident for 15+ years

Limited primarily by staff size and housing availability



SAFE PARKING MANUAL

Safe Parking Program™ MANUAL

Developed by
Lorelei Johnson, MSW, LCSW
Robert Tauber, MA, LMFT
New Beginnings Outpatient Center



SAFE PARKING MANUAL

- Paid for by county and published by SAGE Publishing
- Written by MFT and LCSW who work with homeless
- Interviewed 30 stakeholders, conducted field study
- Sold over 300 copies of manual
- Income goes to support program



SAFE PARKING MEDIA



LESSONS LEARNED

How are vehicular homeless different?

- Don't consider themselves homeless
- Higher functioning than those on the street
- Different needs than those on the street
- Represent middle class falling into homelessness
- More likely to remain housed



COUNTYWIDE EXPANSION

- Received initial funding from County of Santa Barbara in 2020
- Focus was to expand the program in South County and develop a program in North County
- 39 individuals experiencing homelessness in Carpinteria (2020 Point-in-Time Count)
21 individuals were counted experiencing vehicular homelessness
- We just received approval from Lompoc City Council to open first lot on a city-owned property this spring
- To support the expansion efforts, in the last year, we added an additional South County case manager



COMMITMENT TO CARPINTERIA

- Our Counseling Center has provided sliding scale mental health services to low-income residents (11 mental health clients were from Carpinteria in 2020)
- We have a 7-year history of addressing veteran homelessness in Carpinteria through our SSVF Program
- We partner with Lou Grant Parent Child Workshop in Carpinteria and hold a virtual mindful parenting class
- We are in discussion of building a partnership with Carp Connect



EXPANSION (CONTINUED)

- Important for us to introduce ourselves and understand the unique needs of the community of Carpinteria
- One of our board members is a Carpinteria resident who is assisting us in this effort
- Summoning the will of the community and particularly its public officials is imperative to program success



HOUSING PARTNERS

- Partners in Housing Solutions, SB ACT, City Net, United Way, Home for Good
- Dozens of landlords, property managers, faith-based organizations, and businesses
- Housing Authority of the City and County of Santa Barbara
- City and County of Santa Barbara Housing and Community Development



SAFE PARKING PSA



THANK YOU!!





City of Carpinteria

COUNCIL AGENDA STAFF REPORT March 22, 2021

ITEM FOR COUNCIL CONSIDERATION

Authorization to issue a Notice Inviting Bids for Project No. 15130 – 2021 Pavement Maintenance Project.

STAFF RECOMMENDATION

Action Item X ; Non-Action Item

1. Authorize the Public Works Director to advertise the Notice Inviting Bids for Project No. 15130 – 2021 Pavement Maintenance Project.
2. Approve a budget appropriation of \$685,000 from the Measure X Fund to Capital Improvement Projects Fund Expense Account No. 301-403-5780 (NC-21-001) and the associated transfer of \$685,000 from the Measure X Fund to the Capital Improvement Projects Fund.

Sample Motion: I move to:

1. Authorize the Public Works Director to advertise the Notice Inviting Bids for Project No. 15130 – 2021 Pavement Maintenance Project.
2. Approve a budget appropriation of \$685,000 from the Measure X Fund to Capital Improvement Projects Fund Expense Account No. 301-403-5780 (NC-21-001) and the associated transfer of \$685,000 from the Measure X Fund to the Capital Improvement Projects Fund.

BACKGROUND

On March 12, 2021, the Public Facility Site Acquisition/Development Committee (City Council Members Gregg Carty and Wade Nomura) received a presentation from staff about the City's pavement management system and related methodology for determining pavement project priorities. The 2021 Pavement Maintenance Project is the next pavement project, and the following streets are proposed:

Street Name	Begin Limit	End Limit	Area (Square Feet)
Begonia Drive	Aragon Drive	End	12,474
Canalino Drive	Calle Ocho	Concha Loma Drive	26,760

Chaney Avenue	Aragon Drive	End	23,532
Concha Loma Drive	Calle Ocho	Calle Arena	35,720
La Mesa Plaza	North End	Santa Rosa Lane	6,154
Palm Avenue	Sixth Street	Railroad Right of Way	33,000
Santa Rosa Lane	East End	El Portal Street	15,840
Sixth Place	Yucca Lane	Elm Avenue	7,500
Willow Place	Oak Avenue	Olive Avenue	6,205

A map of the street locations is included with this staff report as Attachment A.

The general scope of work consists of crack treatment, asphalt concrete pavement replacements, and the application of microsurfacing. Based on the City's pavement management system, these streets are currently rated at the lower range of the fair condition rating in which, without pavement maintenance treatment, are anticipated to further decline into the poor condition rating in the next year. With the proposed pavement treatment, the existing asphalt concrete pavement surface would be rejuvenated and see an increased pavement condition rating to, at minimum, the middle of the fair condition rating that would last for at least 5 years until pavement rehabilitation. This approach allows the costs for more expensive pavement rehabilitation work, which involves the complete rebuilding of the pavement structural section, to be spread out over a period of time that is manageable while also maintaining adequate road condition, given the available annual budget.

The purpose of this agenda matter is for the City Council to authorize the Public Works Director to advertise the Notice Inviting Bids for Project No. 15130 – 2021 Pavement Maintenance Project, and approve a budget appropriation of \$685,000 from the Measure X Fund to Capital Improvement Projects Fund Expense Account No. 301-403-5780 (NC-21-001) and the associated transfer of \$685,000 from the Measure X Fund to the Capital Improvement Projects Fund.

DISCUSSION

The estimated construction schedule is as follows:

Open Bids	April 2021
Award Contract	May 2021
Construction	June 2021

The estimated construction cost is as follows:

Construction	\$590,899
Contingency (5%)	\$31,100
Construction Management (Administration, Inspection, and Testing)	\$62,200
Estimated Total	\$684,199

POLICY CONSISTENCY

The recommendation is consistent with the 2021 Annual Work Plan and the many goals, objectives, and policies in the Circulation Element of the General Plan and Local Coastal Plan including establishing and maintaining a roadway system capable of providing for the safe and efficient movement of goods and people through the community.

FINANCIAL CONSIDERATIONS

The 2021 Pavement Maintenance Project would require a budget appropriation of \$685,000 from the Measure X Fund to Capital Improvement Projects Fund Expense Account No. 301-403-5780 (NC-21-001) and the associated transfer of \$685,000 from the Measure X Fund to the Capital Improvement Projects Fund.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

The recommendation is consistent with the formal bidding procedures of the Uniform Construction Cost Accounting Act (Public Contract Code Section 22030 et al.).

OPTIONS

1. Authorize the Public Works Director to advertise the Notice Inviting Bids for Project No. 15130 – 2021 Pavement Maintenance Project, and approve a budget appropriation of \$685,000 from the Measure X Fund to Capital Improvement Projects Fund Expense Account No. 301-403-5780 (NC-21-001) and the associated transfer of \$685,000 from the Measure X Fund to the Capital Improvement Projects Fund. (Staff recommendation)
2. The City Council could choose to not approve the recommendation and direct staff as determined appropriate; however, non-action would delay the project.

PRINCIPAL PARTIES EXPECTED AT MEETING

There are no principal parties expected at the meeting.

ATTACHMENTS

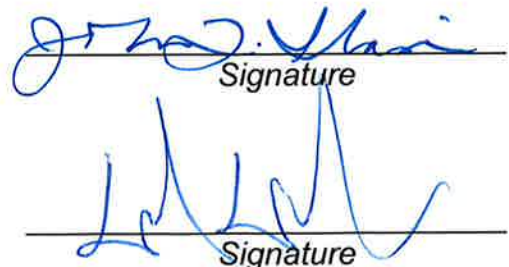
Attachment A: Location Map

Staff contact:

John L. Ilasin, Public Works Director
Johnl@ci.carpinteria.ca.us; (805) 880-3402

Reviewed by:

Dave Durlinger, City Manager
daved@ci.carpinteria.ca.us; (805) 755-4400

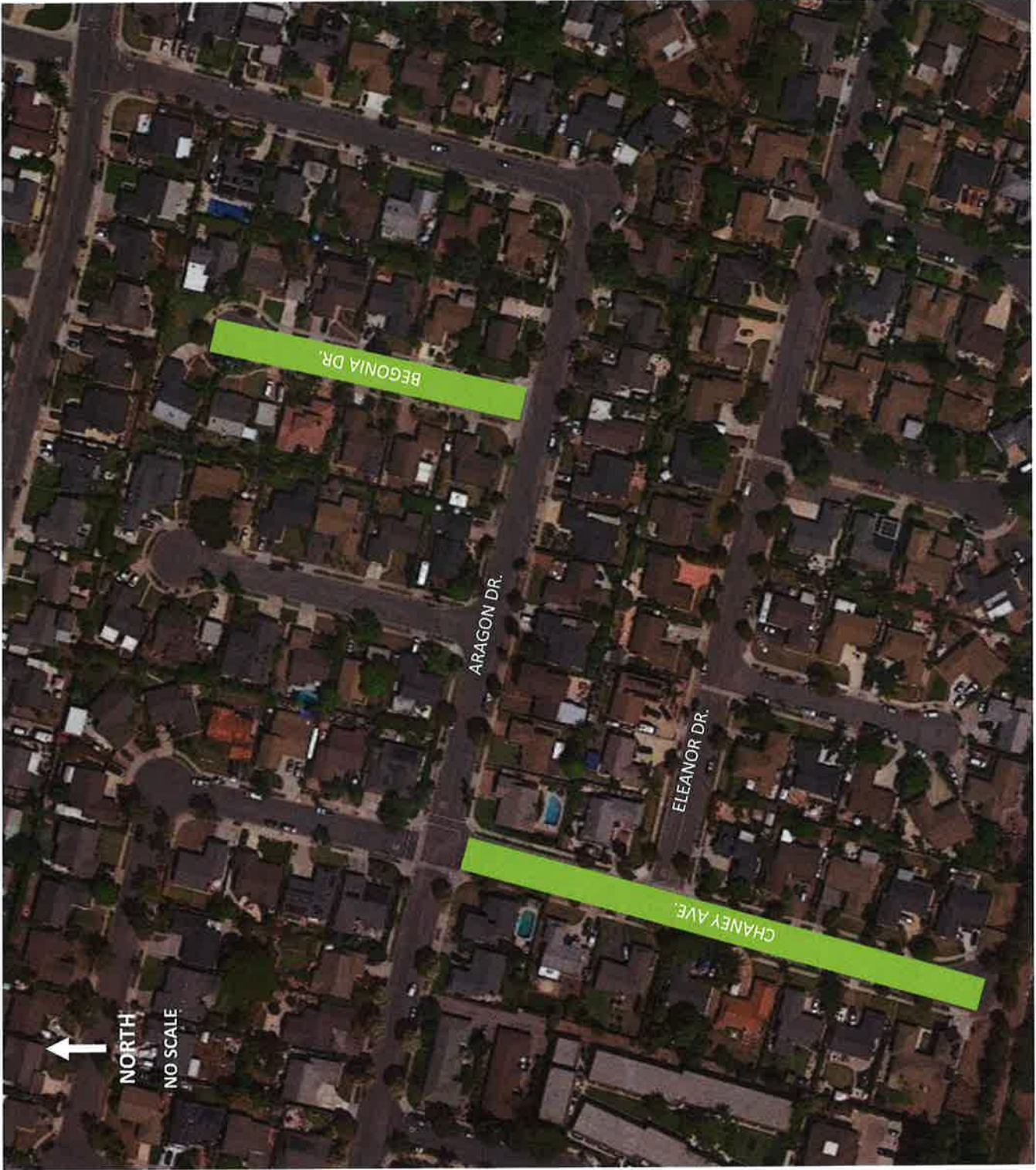


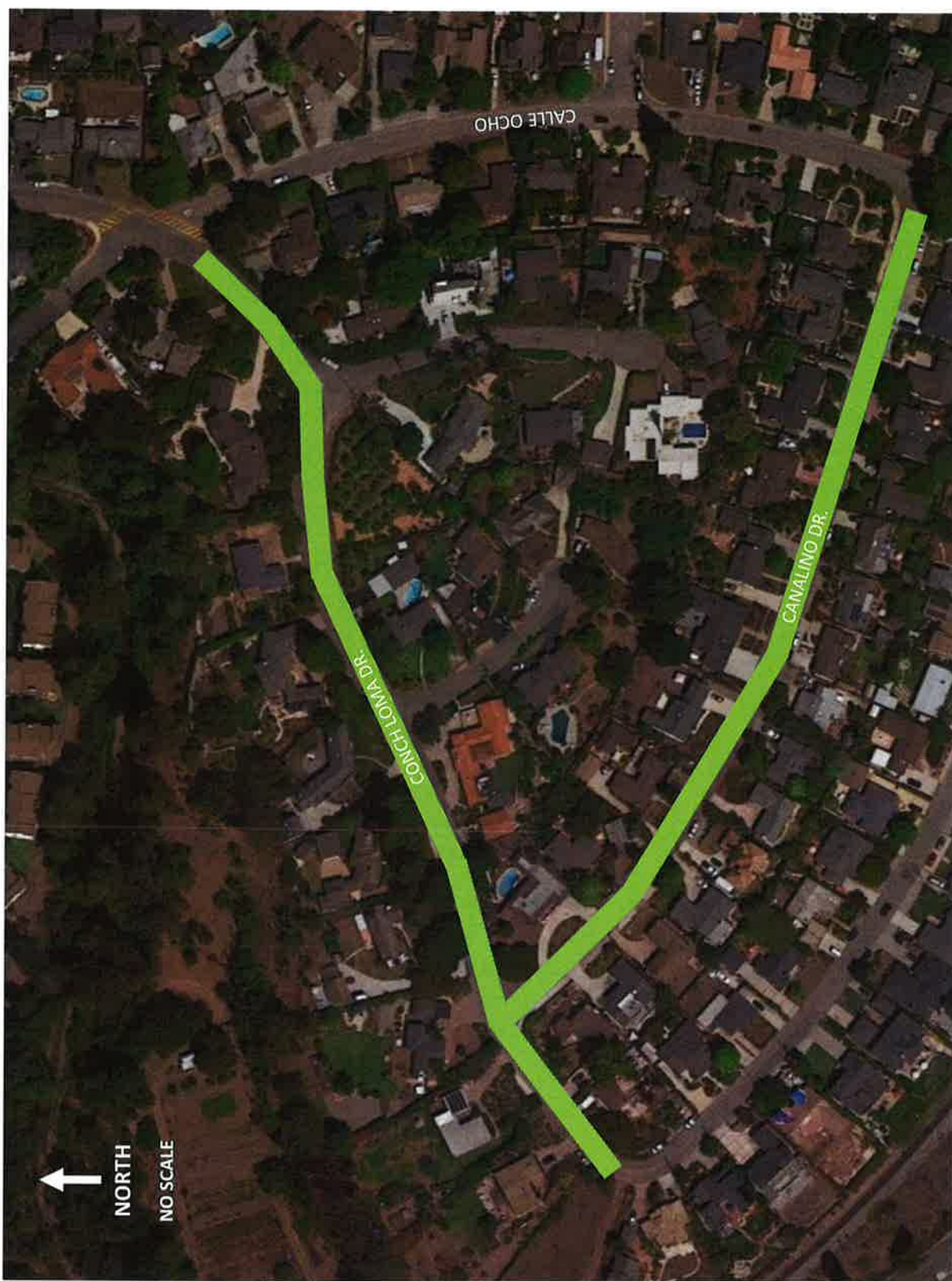
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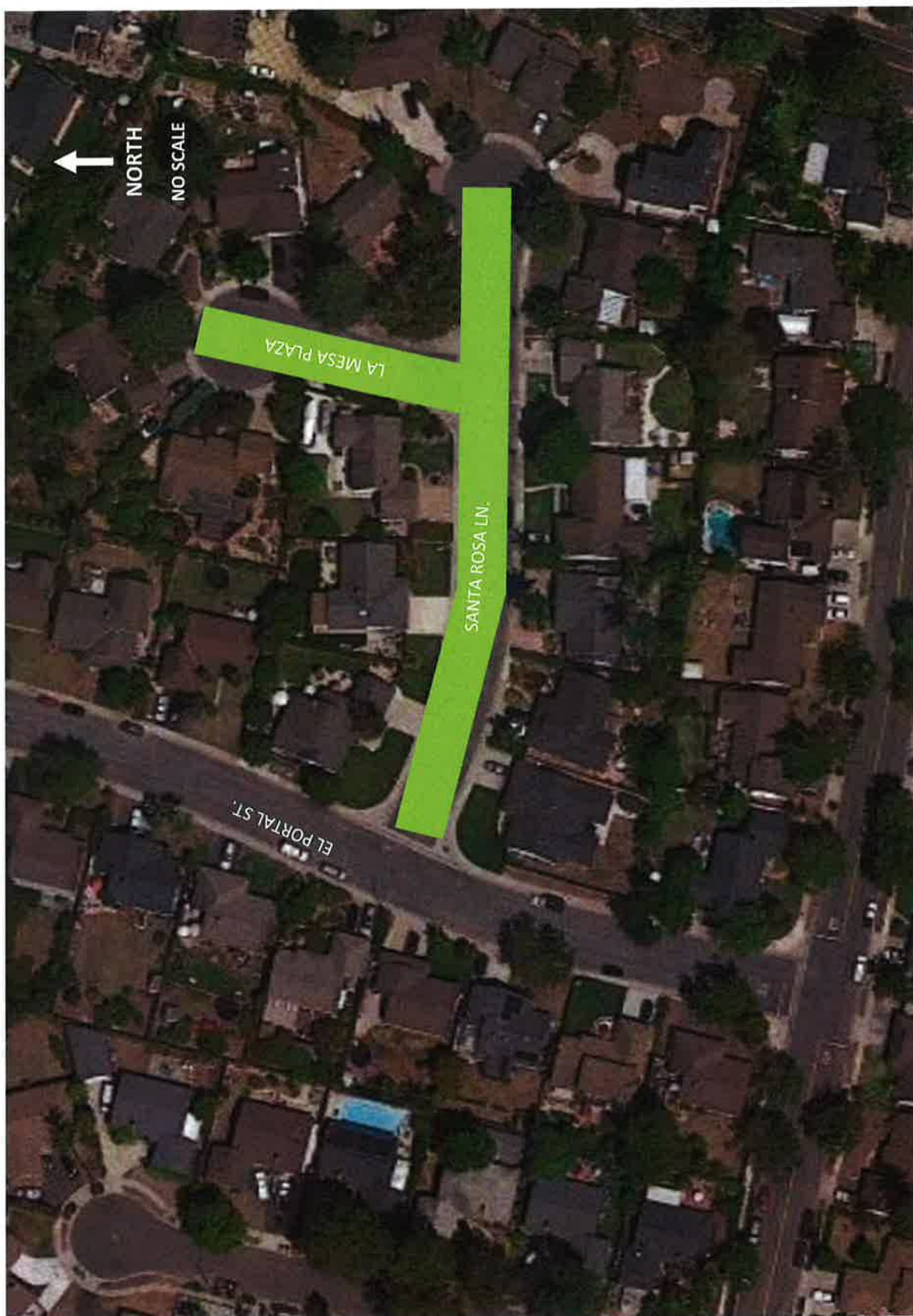
Signature

ATTACHMENT A

Location Map











City of Carpinteria

COUNCIL AGENDA STAFF REPORT March 22, 2021

ITEM FOR COUNCIL CONSIDERATION

Authorization for the City Manager to execute an Agreement with LIN Consulting, Inc. for the preparation of construction plans and specifications for Project No. 15121 – Carpinteria Avenue and Palm Avenue Intersection Improvements Project, and approving the related budget appropriation.

STAFF RECOMMENDATION

Action Item X ; Non-Action Item

1. Authorize the City Manager to execute an Agreement with LIN Consulting, Inc. to provide consulting design services for Project No. 15121 – Carpinteria Avenue and Palm Avenue Intersection Improvements Project in an amount not-to-exceed \$69,436.10.
2. Approve a budget appropriation of \$25,000 from the Traffic Control Facilities Development Impact Fee in the Capital Improvement Projects Fund to Capital Improvement Projects Fund Expense Account No. 301-403-5780.

Sample Motion: I move to:

1. Authorize the City Manager to execute an Agreement with LIN Consulting, Inc. for the preparation of construction plans and specifications for Project No. 15121 – Carpinteria Avenue and Palm Avenue Intersection Improvements Project in an amount not-to-exceed \$69,436.10.
2. Approve a budget appropriation of \$25,000 from the Traffic Control Facilities Development Impact Fee in the Capital Improvement Projects Fund to Capital Improvement Projects Fund Expense Account No. 301-403-5780.

(The motion requires a roll call vote.)

BACKGROUND

Based on research and analyses of traffic count data and traffic collision reports for the Carpinteria Avenue corridor, there is a concentration of pedestrian and bicycle collisions

along Carpinteria Avenue between Linden Avenue and Palm Avenue. A traffic signal warrant analysis has been completed by the Public Works Department that concludes that a traffic-controlled intersection is warranted as an appropriate mitigation measure. Two traffic control device options were further evaluated by the Department, namely a high-intensity activated crosswalk (HAWK) beacon system and a conventional traffic signal system. The evaluation of traffic control device options concludes that either traffic control device can be effective at this intersection.

Based on the existing infrastructure conditions at this T-intersection, including immediately adjacent private property driveways, the conventional traffic signal system was determined to be the best option for effectively coordinating traffic flow between pedestrian, bicycle, and vehicle movements. The HAWK beacon system could handle these conditions, but it likely would need to incorporate a partial traffic signal system for the Palm Avenue leg of the intersection.

The Carpinteria Avenue and Palm Avenue Intersection Improvements Project proposes a conventional traffic signal system as the mitigation measure. The general scope of work would include traffic signal and interconnect system installations and curb ramp upgrades in conformance with American with Disabilities Act (ADA) standards. See Attachment A for location map. Letters of support for the project were also received from the Carpinteria Unified School District, Coalition for Sustainable Transportation, Santa Barbara Bicycle Coalition, Santa Barbara County Association of Governments, and Santa Barbara County Sheriff's Department.

The purpose of this agenda matter is to provide an opportunity for the City Council to approve an agreement and budget for consulting design services as the next step forward for traffic safety improvements at the Carpinteria Avenue and Palm Avenue intersection. Should the City Council approve the staff recommendation, the consultant will prepare the construction plans and specifications necessary to advertise the project for public bidding.

DISCUSSION

LIN Consulting, Inc. provides multi-disciplined consulting services including transportation grant writing, traffic engineering, civil engineering, and electrical engineering services. Last year, staff initially procured the consulting grant writing services of LIN Consulting, Inc. to prepare the City's application for Active Transportation Program (ATP) Cycle 5 competitive state-aid funds for the Carpinteria Avenue and Palm Avenue Intersection Improvements Project. As a part of the ATP application, conceptual design information was required to be submitted. LIN Consulting, Inc. prepared a complete ATP application package including conceptual plan and estimate. Although the City was not selected for ATP funds, the conceptual plan and estimate, research, analyses, and field reconnaissance, are now available to go into the preparation of plans, specifications, and estimate for construction.

Since LIN Consulting, Inc. already possesses intimate knowledge of the project, staff determined LIN Consulting, Inc. would provide valuable continuity of knowledge in the design of the project without delay. Staff requested for a proposal from LIN Consulting, Inc. and determined it to be fair and reasonable. See Attachment A for the proposed Agreement, which includes the work proposal and fee.

The estimated project schedule is as follows:

Design	April through June 2021
Advertise for Bids	July 2021
Open Bids	September 2021
Award Contract	October 2021
Construction	November through December 2021

POLICY CONSISTENCY

The Carpinteria Avenue and Palm Avenue Intersection Improvements Project addresses many of the goals and policy statements in the City's General Plan Circulation Element. In particular:

- Objective C-4; Improve the Carpinteria Avenue corridor to ensure adequate traffic flow, safe bicycle use and improved aesthetic qualities,
- C-7b; Develop safe and direct pedestrian accessibility between residential areas, schools, parks, and shopping areas in both new and existing urban areas,
- C-7c; Provide safe mobility for the physically handicapped through the design of street improvements and public facilities,
- and C-7e; Provide continuous sidewalks, where appropriate, for safe pedestrian circulation and consider creative alternatives for such issues,

Circulation needs are typically granted high priority in municipal capital budgets, (Policy C-3J). The improvements will comply with current Americans with Disabilities Act standards.

FINANCIAL CONSIDERATIONS

An amount of \$45,200 from the Traffic Control Facilities Development Impact Fees was budgeted in the Adopted Fiscal Year 2020-21 Budget for the design of the Carpinteria Avenue and Palm Avenue Intersection Improvements Project. An additional budget appropriation of \$25,000 from the Traffic Control Facilities Development Impact Fee is recommended for a total project budget of \$70,200. While the fee proposal is for \$69,436.10, this additional appropriation is to cover the costs for a new electric service account application with Southern California Edison. No impact to the General Fund is expected with the approval of the recommendation.

Once the final plans, specifications, and estimate are complete, staff will determine a construction budget for the Fiscal Year 2021-22 Budget.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

There are no legal or risk management considerations to execute an agreement with LIN Consulting, Inc. to provide consulting services. By obtaining consulting services, the City is carrying out good risk management practices.

OPTIONS

1. Authorize the City Manager to execute an agreement with LIN Consulting, Inc. and approving the related budget appropriation (staff recommendation).
2. The City Council could choose to not approve the recommendation and direct staff as determined appropriate. No action would result in a project delay.

PRINCIPAL PARTIES EXPECTED AT MEETING

There are no principal parties expected at the meeting.

ATTACHMENTS

Attachment A: Location Map
Attachment B: Agreement for LIN Consulting, Inc.

Staff contact:
John L. Ilasin, Public Works Director
johni@ci.carpinteria.ca.us; (805) 880-3402

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

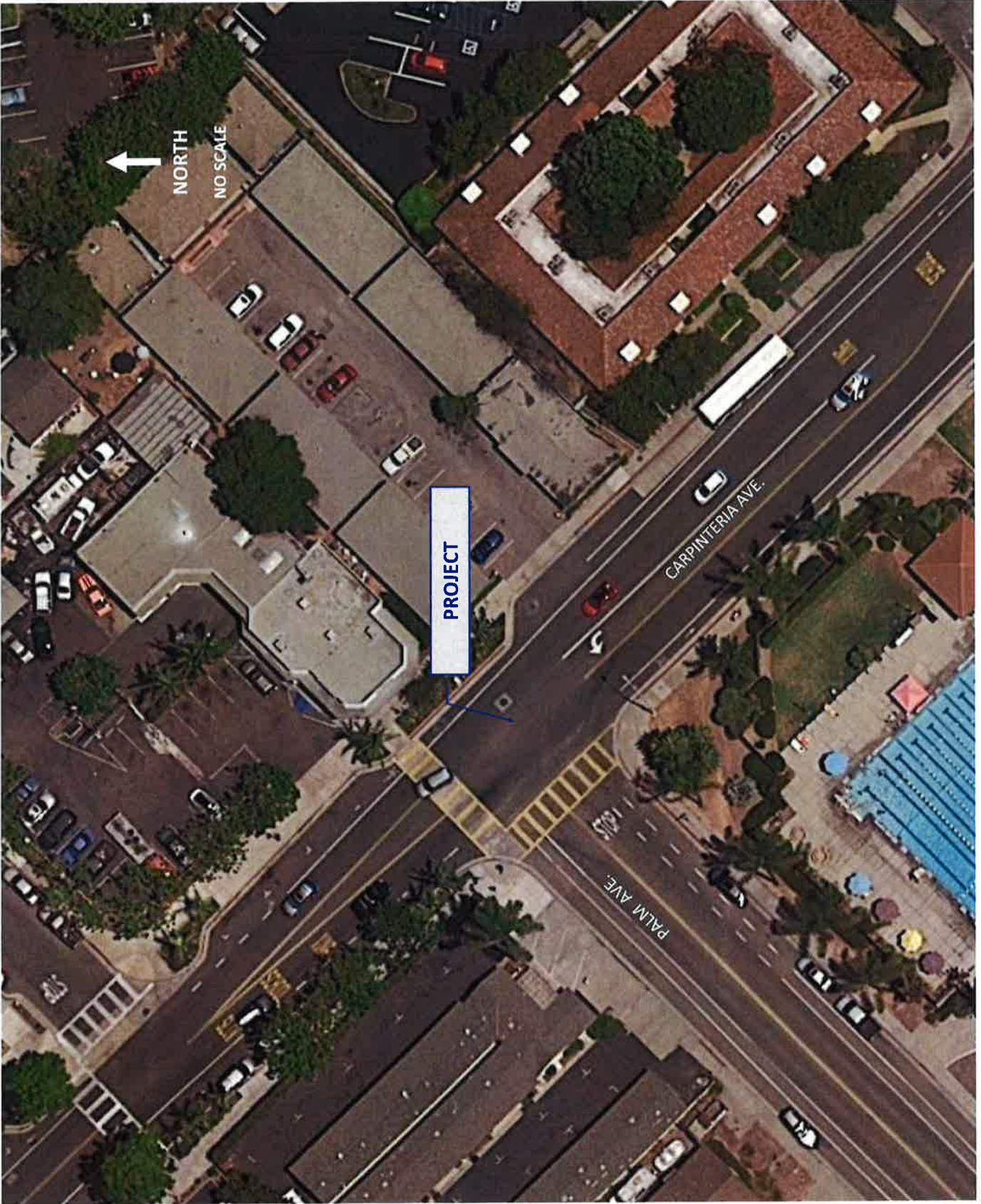

Signature

Signature

ATTACHMENT A

Location Map

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ATTACHMENT B

Agreement for LIN Consulting, Inc.

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AGREEMENT FOR CONSULTANT SERVICES

Design Services for Carpinteria Ave. & Palm Ave. Intersection Improvements Project # 15121

THIS AGREEMENT FOR CONSULTANT SERVICES (“**Agreement**”) is made and effective as of the 22nd day of March , 2021 by and between the City of Carpinteria, a municipal corporation (“**City**”), and LIN Consulting, Inc. (“**Consultant**”) (collectively, the “**Parties**”) at Carpinteria, California, with reference to the following facts:

- A. City has determined that it is necessary and appropriate to engage a design professional to carry out the services described herein; and
- B. Consultant has represented itself as being fully qualified and available to perform the consultant services necessary to complete the work in a timely manner; and
- C. City desires to contract with Consultant and Consultant is willing to perform the consultant services, subject to the terms and conditions of this Agreement.

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

1. SERVICES.

- 1.1 **Basic Services.** City hereby retains Consultant to perform the services described and set forth in the attached Exhibit A (“**Basic Services**”), which is incorporated by this reference as though set forth in full. Consultant hereby agrees to perform said services within the designated time frames and accepts this retention. Consultant shall complete the Basic Services according to a schedule of performance which is also set forth in Exhibit A. The Parties agree and acknowledge that time is of the essence in performance of this Agreement.
- 1.2 **Additional Services.** In addition to the Basic Services, City may elect to have Consultant perform additional services that are beyond the current scope of the Basic Services, but within the expertise of Consultant (“**Additional Services**”). Such Additional Services shall be mutually agreed to in advance and specified in a writing, which shall also specify the basis for the Consultant’s fee for such additional services. Basic Services and Additional Services are referenced collectively as “**Services.**”

2. PERFORMANCE.

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

- 2.2 **Labor and Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, tools, transportation and services necessary for the successful completion of the Services. Consultant shall give its attention and supervision to the fulfillment of the provisions of this Agreement by its employees and subcontractors and shall be responsible for the timely performance of the Services required by this Agreement.
- 2.3 **Review of Service.** Consultant shall furnish City with reasonable opportunities from time to time to ascertain whether the Services of Consultant are being performed in accordance with this Agreement. All work done and materials furnished shall be subject to final review and approval by City; Consultant is not providing final approval or review, which is solely City's function and role. City review and approval of such work and Services shall not, however, relieve Consultant of any of its obligations under this Agreement.
- 2.4 **Contract Administration.** The City Manager or his/her designee shall represent the City in all matters relating to the administration of this Agreement. The City Manager or his/her designee shall have the authority to act on the City's behalf to review and approve all products submitted by Consultant and may execute all necessary documents to authorize Consultant to perform Additional Services as provided for herein.
- 2.5 **Representations and Warranties.** Consultant represents and warrants to City that: (i) its fulfillment of its obligations and, as applicable, performance the Services under this Agreement, will not violate any applicable or breach any contracts with third parties and (ii) it has the right, power and authority to fulfill its obligations, and, as applicable perform the Services, and enter into this Agreement; (iii) the Services contemplated hereunder will be performed by adequately trained, competent personnel, in a professional manner, with such personnel having the requisite skill and expertise necessary to perform and complete the Services in accordance with industry standards and in accordance with the terms and conditions of this Agreement; and (iv) the Services and all deliverables provided hereunder will conform to the specifications agreed-to by the parties.
3. **TERM.** This Agreement shall be effective as of the date first above written and shall continue until all Services to be provided by Consultant are completed to the satisfaction of the City, but in no event later than the 31st day of December, 2021; unless terminated earlier as provided for herein.
4. **COMPENSATION.**
- 4.1 **Basic Services.** For Basic Services, City shall pay Consultant on a time and materials basis, not to exceed amount of Sixty Nine Thousand Four Hundred Thirty Six and 10/100 Dollars (\$69,436.10) as full compensation for all labor, materials, equipment, tools, transportation, and Services. This compensation shall be paid in accordance with the payment rates and schedule as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based on the actual time spent on the tasks and the actual price of the necessary materials.

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

5. **RECORDS.**

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

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

6. TERMINATION.

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

7. **DISPUTE RESOLUTION.** Except as explicitly provided in Exhibit E relating to claims by Consultant, if any dispute, claim or disagreement shall arise relative to the interpretation or enforcement of this Agreement, the parties shall use commercially reasonable efforts to settle the dispute, claim or disagreement. To this end, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such a solution within a period of thirty (30) days, then, upon notice by either party to the other, the dispute, claim or disagreement shall be submitted to final, binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitrator shall have the authority to assess arbitration costs and expenses against either or both parties. The decision in the arbitration shall be binding on all parties, and judgment on any arbitration award may be entered in any court of competent jurisdiction.
8. **INSURANCE.** Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in the attached Exhibit C, which is incorporated by this reference as though set forth in full.
9. **INDEMNIFICATION.**

Indemnification for Professional Liability. To the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City and any of its officials, employees and agents ("**Indemnified Parties**") from and against any and all losses, liabilities, damages, costs, and expenses, including attorneys' fees and costs, which arise out of the negligence, recklessness or willful misconduct of Consultant.
10. **RELEASE OF INFORMATION.**
 - 10.1 **Confidentiality.** All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released except to the City, directly or indirectly, by Consultant without City's prior written authorization. Consultant, its officers, employees, subcontractors or sub-consultants shall not voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the Services performed under this Agreement unless requested by the City Attorney or authorized in writing by the City Manager. Response to a subpoena or court order shall not be considered "voluntary" provided that Consultant shall give City prompt written notice of any such court order or subpoena. The provisions of this Paragraph shall survive the termination of this Agreement.
 - 10.2 **Notice and Cooperation.** Consultant shall promptly notify the City Manager and City Attorney in writing if Consultant, its officers, employees, agents, subcontractors or subconsultants are served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any person or party related to this Agreement and/or Consultant's related Services. City has no obligation to, but may exercise discretion to represent Consultant and/or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide the City an opportunity to review any response to

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

11. **RELATIONSHIP TO CITY.**

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

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

12. **GENERAL PROVISIONS.**

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

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

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

To City:

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

To Consultant:

John C. Merrill, PE, TE, Senior Project Manager
LIN Consulting, Inc.
21660 Copley Drive, Suite 270
Diamond Bar, CA 91765
P:(909) 396-6850
F:(909) 396-8150

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

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

Agreement are incorporated herein by this reference and are made a part of this Agreement to the same extent as if they were fully stated in the Agreement and shall be complied with by Consultant.

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

invalid, void or unenforceable, the parties hereto agree to enter into a supplemental agreement to effectuate the intent of the parties and the purposes of this Agreement.

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

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

"CITY"
City of Carpinteria

By: _____
David Durflinger, City Manager

"CONSULTANT"
LIN Consulting, Inc.

By: 
Denwun Lin, President

APPROVED AS TO FORM:
City of Carpinteria

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

EXHIBIT A

TASKS TO BE PERFORMED

LIN Consulting, Inc.

Traffic, Civil, Electrical Consulting Engineers

21660 Copley Drive, Suite 270
Diamond Bar, CA 91765
Tel : (909) 396-6850 Fax : (909) 396-8150
E-mail: inbox@LinConsulting.com

March 10, 2021

M11840

John L. Ilasin, P.E.
Public Works Director/City Engineer
City of Carpinteria
Public Works Department
5775 Carpinteria Ave.
Carpinteria, CA 93013

Subject: Traffic Signal Design Services at the Intersection of Carpinteria Avenue and Palm Avenue, for the City of Carpinteria, CA

Dear Mr. Ilasin,

LIN Consulting, Inc. is pleased to submit this cost proposal for design preparation services for the City. We understand that the City is seeking a consultant who has experience preparing traffic signal design, as well as curb ramp design and features such as high visibility crosswalks.

In response to your request, we have prepared a Scope of Work which we believe will provide the City with competitive services, including professional project management, utility coordination, and construction support.

The attached Exhibit "A" and Exhibit "B" have a detailed scope of work, assumptions, and fee. We thank you for the opportunity to submit this fee proposal and we look forward to working with you. Please feel free to call me if you have any questions or need additional information.

Sincerely,
LIN Consulting, Inc.
a California corporation



John C. Merrill, P.E., T.E.
Senior Project Manager

Enclosures: EXHIBIT "A": Scope of Work and Assumptions
EXHIBIT "B": Proposed Fee

"providing professional services with best value and quality; on time and within budget"

"Exhibit A"

Design Services Traffic signal at Carpinteria Ave & Palm Ave

Scope of Services

The Consultant shall furnish all materials, labor, supervision, and equipment necessary to perform all work required for the consulting services in the City of Carpinteria in accordance with federal, state, and local laws, rules, and regulations. The services to be provided include those listed below. The services include specific tasks as well as goals, which are expected to be reached.

1. Project Management

A. Project Administration

This service shall include organizing, coordinating, and controlling the quality of the necessary personnel and subconsultants; monitoring and reporting the status of the budget, schedule, and action item progress for the task items; and creating and maintaining project file. Other services, as assigned by the City, not mentioned herein this RFP for the successful administration of the Agreement shall be part of this service.

B. Progress Meetings

This service shall include conducting pre-design kickoff meeting and monthly progress meetings with the City. Preparation and distribution of agendas and meeting minutes shall also be a part of this service.

Project Management Deliverables:

- Project File
- Monthly Project Progress Reports
- Monthly Progress Meeting Agendas and Minutes
- Stakeholder Meeting Presentations

Assumptions:

- Up to nine (9) PDT progress meetings, including kick-off meeting
- All coordination meetings will be virtual, except for two (2) meetings
- Design portion of project not to exceed nine (9) months
- Stakeholder meetings will be virtual
 - o One (1) Public Facility Site Acquisition/Development Committee Meeting
 - o One (1) Joint Meeting of the Carpinteria City Council and the Carpinteria Unified School District Board

2. Preliminary Design

A. Topographic Mapping

This service shall include performing land survey and creating topographic map of the surface terrain within and immediately adjacent to the Project site in order to show accurate contours and elevations of the existing ground, details of the surface terrain, and area drainage for incorporation with the preliminary and final plans.

"Exhibit A"

Topographic mapping and right of way base file will be provided by **Encompass Consultant Group, Inc. (ECG)**, with the intersection and 50 feet prior to the intersection. Right of way base file will utilize Assessor's Parcel map and supplemented as needed with parcel maps where necessary. Centerlines will be established for both Carpinteria Ave and Palm Ave with established survey control points in the field. Upon direction of the City, a preliminary title report will be ordered for the parcel at the southwest quadrant of the intersection, if it becomes evident that existing improvements are encroaching on private property.

This service shall not include positive location of underground utility facilities. This excluded service is requested elsewhere herein this RFP.

B. Field Investigation and Data Collection

This service shall include field investigating and collecting the necessary data of the existing conditions within and within 100 feet of the Project site. Field investigation and data collection shall include visual reconnaissance and as-built plan or record drawing research (including lighting plans), and recordation of findings in order to obtain other knowledge of existing conditions not ascertained through land survey.

This service shall not include utility company coordination, subsurface investigation of soils, and positive location of underground utility facilities. These excluded services are requested elsewhere herein this RFP.

C. Utility Company Coordination

This service shall include coordinating, on behalf of the City, directly with the various utility companies or owners that service or traverse through the Project site. Coordination shall include preparing and disseminating notices to the various utility companies or owners; researching any available utility facility maps, as-built plans, record drawings, and/or preliminary plans from the various utility companies or owners; identifying utility facility conflicts; developing utility facility conflict resolutions; and conducting utility coordination meetings as necessary to successfully resolve utility facility conflicts.

LIN will prepare 1st, 2nd Utility Notice and Final Notice to Relocate on behalf of the City. LIN will use the 811 DigAlert website to determine initial utility contacts, and as supplemented by the City as available. At the 2nd Utility Notice, LIN will issue 90% plans to each utility that has responded with utilities within the project area, with potential conflicts marked on the plans.

This service shall also include supporting the City with utility facility relocation claim proceedings, if needed as determined by the City. Support shall include preparing exhibits or other graphical communication materials, and communicating directly with the various utility companies or owners to address questions regarding the preliminary and final plans.

This service shall not include positive location of underground utility facilities. This excluded service is requested elsewhere herein this RFP.

D. Utility Facility Positive Location

"Exhibit A"

This service shall include exposing and recording underground utility facilities for positive location. Positive location of underground utility facilities shall include potholing for the successful location of such facilities.

Because SCE is likely to not respond to potential conflicts until design plans are at 90% completion, LIN proposes to scope up to one (1) pothole for the SCE vault in the northwest quadrant of the intersection.

This service shall not include revising preliminary and final plans for utility facility relocations. These excluded services are requested elsewhere herein this RFP.

E. Preliminary Plans, Specifications, and Estimate (60% and 90%)

This service shall include preparing preliminary plans, specifications, and estimate, at the 60 percent and 90 percent stages of design.

Plans shall be prepared in accordance with City standards.

Specifications shall be prepared as a method-type specification and formatted in accordance with City standards and the Standard Specifications for Public Works Construction, latest edition. The City will prepare the front-end specifications.

Estimate shall be prepared in a format which describes the item of work, unit amount, quantity, unit price, amount, a subtotal, contingencies, and a total.

This service shall also include revising preliminary plans, specifications, and estimate, as required by the City's review.

This service shall also include revising preliminary plans, specifications, and estimate at the 90 percent stage of design as determined by independent constructability and biddability reviews, which are not a part of this service.

Preliminary Design Deliverables:

- Topographic Map
- Field Investigation and Data Collection Findings Record
- Utility Notices
- Utility Coordination Matrix and Contact Log
- Potholing Record
- Preliminary Plans, Specifications, and Estimate, 60% and 90% submittals
 - o Title Sheet, Index, and General Notes: 2 sheets
 - o Civil Roadway Design: 1 plan sheet @ 20 scale; 2 detail sheets
 - o Erosion Control Design: 1 plan sheet @ 20 scale; 2 detail sheets
 - o Signing and Striping Design: 1 plan sheet @ 40 scale; 1 detail sheet
 - o Signal Interconnect Design: 1 plan sheet @ 40 scale
 - o Traffic Signal Design: 1 plan sheet @ 20 scale; 1 detail sheet

Assumptions:

- For topographic survey and right of way mapping, LIN assumes the following are excluded:

"Exhibit A"

- Up to one (1) Title Company report (upon direction from City), to confirm right of way at southwest corner of intersection. Additional Title reports, services and fees are excluded.
 - Setting boundary monuments or preparing and filing Corner Records or maps of any kind.
 - Boundary surveys or construction staking.
- Because the disturbed area is slated to be less than 1 acre, a Storm Water Pollution Prevention Plan (SWPPP) is not required per the CA State Water Resources Control Board. If needed, LIN has an in-house QSP and can prepare the SWPPP, for an additional fee.
- Traffic signal is currently not scoped to be a Pedestrian Hybrid Beacon (HAWK) signal. If the City decides to instead install a HAWK signal after the 60% submittal plans are completed, LIN can revise the signal plans, for an additional fee.
- LIN assumes that the existing signal interconnect cable (SIC) will need to be field reviewed, and that the existing interconnect may require replacement between Palm Avenue and immediate upstream traffic signals. There is an existing traffic signal interconnect cable running along Carpinteria Ave. between Casitas Pass Rd and Linden Avenue. With the new signal installation at Palm Ave and Carpinteria Ave., the City would like to include signal interconnection between all three intersections. The interconnect plan will interconnect the new signal at Palm Ave and Carpinteria Ave to the signals east and west of the intersection. The plan will show existing and proposed interconnect, pull boxes, communication/controller cabinets, street centerlines, right-of-way lines, driveways, underground utilities, existing and proposed street improvement. The plan will be at 1" = 40' and in the specific format required by the City to meet their approval. At this time, one interconnect plan is anticipated for the project. Additional SIC design beyond these signals will not be required.
- LIN will order initial utility contacts from 811 DigAlert site, as well as pay utility map fees, if the City does not maintain a current list of utility contacts.
- Preparation of Traffic Control plans, Temporary Traffic Signal plans, and Traffic Management Plan has been excluded. LIN can prepare these plans, for an additional fee.
- Since street lighting will be added to the traffic signal, we have assumed that an illumination study and lighting design are not required for this project. Preparation of separate Street Lighting plans has also been excluded. If needed, these can be scoped for an additional fee.
- For purposes of budgeting, LIN assumes that the designer will be able to design around utilities and no relocation designs are required. Upon discovery that utility relocations are unavoidable, LIN can negotiate with utility companies and prepare relocation designs for an additional fee.
- For purposes of budgeting, LIN assumes that City of Carpinteria is the only agency that will require review of the PS&E package since the project is completely within City right of way relinquished by Caltrans. If it becomes apparent that there will be 3rd party review, we will prepare an additional fee to account for the additional effort.

"Exhibit A"

- Landscaping and irrigation will be specified in the Civil sheets as "Restore to similar condition". If the City desires Landscaping and irrigation plans, these can be provided by **Rincon Landscape Architecture, Inc.** for an additional fee.

3. Final Design

A. Bid Documents- Final Plans, Specifications, and Estimate (100%)

This service shall include preparing bid documents that incorporate final plans, front-end and technical specifications.

This service shall also include revising bid documents as required by the City's review.

This service shall also include revising bid documents as determined by independent constructability and biddability reviews, which are not a part of this service.

This service shall not include revising bid documents for addenda during the bid period. This excluded service is requested elsewhere herein this RFP.

B. Final Estimate

This service shall include preparing final estimate (100%) for City budget purposes and comparing contractor bids.

This service shall also include revising final estimate as required by the City's review.

This service shall also include revising final estimate as determined by independent constructability and biddability reviews, which are not a part of this service.

This service shall not include revising final estimate during and after the bid period.

Final Design Deliverables:

- Bid Documents
 - o Title Sheet, Index, and General Notes: 2 sheets
 - o Civil Roadway Design: 1 plan sheet @ 20 scale; 2 detail sheets
 - o Erosion Control Design: 1 plan sheet @ 20 scale; 2 detail sheets
 - o Signing and Striping Design: 1 plan sheet @ 40 scale; 1 detail sheet
 - o Signal Interconnect Design: 1 plan sheet @ 40 scale
 - o Traffic Signal Design: 1 plan sheet @ 20 scale; 1 detail sheet
- Final Estimate

Assumptions:

- Constructability and biddability reviews will be performed by the City or others
- Final plans will be signed and stamped by a CA Registered Civil Engineer

4. Engineering Support Services during Construction

A. Bidding Support

"Exhibit A"

This service shall include supporting the City during the bid period. Support shall include preparing bidder clarifications and addenda. The City will administer the bid advertisement. The City will also disseminate bidder clarifications and addenda. The City will also conduct bid evaluation and review apparent low bidder's licensing, insurance, bonds, and references.

This service shall also include revising any portion of bid documents for addenda.

B. Construction Observation

Construction observation shall include reviewing product, material, mix design, and shop drawing submittals; responding to requests for information (RFIs); preparing design revisions related to the intent of the design and planning concepts of the Project, if needed as determined by the City.

This service shall not include the review of working drawing submittals prepared by the contractor and the responsibility for the superintendence of construction processes, Project site conditions, operations, equipment, personnel, or the maintenance of a safe place to work or any safety in, on, or about the Project site.

C. Record Drawings

This service shall include preparing record drawings based on contractor as-built plans after completion of the Project.

Engineering Support Services during Construction Deliverables:

- Bidder Clarifications
- Addenda
- Submittal Reviews
- Responses to Requests for Information (RFIs)
- Revised Designs
- Record Drawings

Assumptions:

- Up to 30 hours assumed for Engineering Support Services during Construction
- Construction inspection services (including Resident Engineer services) will be performed by others

EXHIBIT B
PAYMENT SCHEDULE

"Exhibit B"

EXHIBIT 10-H COST PROPOSAL

Consultant: LIN Consulting, Inc. Contract No.: _____

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal	William Sun, PE, TE	40	\$84.00	\$3,360.00
Senior Project Manager	John Merrill, PE, TE	83	\$68.00	\$5,644.00
Assilant Project Manager	Ryan Walbert	142	\$42.00	\$5,964.00
Project Engineer	Gabriela Ruiz	240	\$30.25	\$7,260.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

LABOR COSTS

a) Subtotal of Direct Labor Costs \$22,228.00
b) Anticipated Salary Increases (none) \$0.00

c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$22,228.00

FRINGE BENEFITS

d) Fringe Benefits (Rate: 34.88%)

e) Total Fringe Benefits [(c) x (d)] \$7,753.13

INDIRECT COSTS

f) Overhead (Rate: 36.65%)

g) Overhead [(c) x (f)] \$8,146.56

h) General and Administrative (Rate: 61.27%)

i) Gen & Admin [(c) x (h)] \$13,619.10

j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$29,518.78

FIXED FEE (Profit)

(Rate: 10%)

k) TOTAL PROFIT [(c) + (j)] x fixed fee \$5,174.68

OTHER DIRECT COSTS (ODC)

l) Travel/Mileage Costs \$420.00
m) Utility maps \$400.00
n) Title Report \$1,200.00
o) Shipping \$100.00
Potholing \$5,000.00
Survey (ECG) \$5,394.64

p) TOTAL OTHER DIRECT COSTS \$12,514.64

TOTAL COST [(c) + (j) + (k) + (p)] \$69,436.10

EXHIBIT C

INSURANCE REQUIREMENTS

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

Consultant shall provide the following types and amounts of insurance:

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

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

Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Consultant, subconsultants or others involved in the Work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this agreement.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with an A.M. Bests rating of A- or better and a minimum financial size VII.

General conditions pertaining to provision of insurance coverage by Consultant. Consultant and City agree to the following with respect to insurance provided by Consultant:

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees, volunteers and agents, using standard ISO endorsement No. CG 2010-0413. Consultant also agrees to require all contractors and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
3. All insurance coverage and limits provided by Contractor and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.
4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.
5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g., elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.
7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at City option.
8. Certificate(s) are to reflect that the insurer will provide 30 (thirty) days notice to City of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/12/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cornerstone Specialty Insurance Services, Inc. 14252 Culver Drive, A299 Irvine CA 92604		CONTACT NAME: Tina Cowie PHONE (A/C, No, Ext): (714) 731-7700 FAX (A/C, No): (714) 731-7750 E-MAIL ADDRESS: tina@cornerstonespecialty.com																						
INSURED LIN CONSULTING, INC. 21660 E. Copley Drive, Ste. 270 Diamond Bar CA 91765		<table><tr><td colspan="2">INSURER(S) AFFORDING COVERAGE</td><td>NAIC #</td></tr><tr><td colspan="2">INSURER A: RLI Insurance Company</td><td>13056</td></tr><tr><td colspan="2">INSURER B: Aspen American Insurance Company</td><td>43460</td></tr><tr><td colspan="2">INSURER C:</td><td></td></tr><tr><td colspan="2">INSURER D:</td><td></td></tr><tr><td colspan="2">INSURER E:</td><td></td></tr><tr><td colspan="2">INSURER F:</td><td></td></tr></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: RLI Insurance Company		13056	INSURER B: Aspen American Insurance Company		43460	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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COVERAGES**CERTIFICATE NUMBER:** 20/21 COVERAGES**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ ADDT'L INSURED/PRIMARY ☒ BLNKT WVR OF SUBRO GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	PSB0002509	10/16/2020	10/16/2021	EACH OCCURRENCE \$ 2,000,000	
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000							
	MED EXP (Any one person) \$ 10,000							
	PERSONAL & ADV INJURY \$ INCLUDED							
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒			PSB0002509	10/16/2020	10/16/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000	
	BODILY INJURY (Per person) \$							
	BODILY INJURY (Per accident) \$							
	PROPERTY DAMAGE (Per accident) \$							
A	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0			PSE0001791	10/16/2020	10/16/2021	EACH OCCURRENCE \$ 5,000,000	
	AGGREGATE \$ 5,000,000							
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	Y	PSW0002225	10/16/2020	10/16/2021	☒ PER STATUTE ☐ OTH-ER
	E.L. EACH ACCIDENT \$ 1,000,000							
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000							
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000							
B	Professional Liability Claims Made			AAAE100607-01	04/09/2020	04/09/2021	Each Claim \$3,000,000	
	Annual Aggregate \$3,000,000							

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

RE: Traffic Signal at Carpinteria Ave and Palm Ave; P9781

City of Carpinteria, its officials, employees, volunteers, and agents are named Additional Insured for General Liability but only if required by written contract with the Named Insured prior to an occurrence and as per attached endorsement. Coverage is subject to all policy terms and conditions. *30 days notice of cancellation, except for 10 days notice for non-payment of premium. For Professional Liability coverage, the aggregate limit is the total insurance available for all covered claims reported within the policy period.

CERTIFICATE HOLDER**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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**RLIPack® FOR PROFESSIONALS
BLANKET ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II – LIABILITY

1. **C. WHO IS AN INSURED** is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "product-completed operations hazard".

2. The insurance provided to the additional insured by this endorsement is limited as follows:

- a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
- b. This insurance does not apply to the rendering of or failure to render any "professional services".
- c. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.

3. The following is added to **SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

However, if you specifically agree in a contract or agreement that the insurance provided to an

additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
- b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.

4. The following is added to **SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE TO ONLY TO SECTION II – LIABILITY)**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

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**

All persons or organizations that are party to a contract that requires you to obtain this agreement, provided you executed the contract before a loss

Job Description

Job performed for any person or organization that you have agreed with in a written contract to provide this agreement.

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 10-16-2020

Policy No. PSW0002225

Endorsement No.

Insured Lin Consulting, Inc.

Insurance Company RLI Insurance Company

Policy Number: **PSE0001791**
Named Insured: **Lin Consulting, Inc.**

RLI Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**RLIPack® FOR DESIGN PROFESSIONALS
EXCESS LIABILITY ENHANCEMENT**

SCHEDULE OF COVERAGES ADDRESSED BY THIS ENDORSEMENT

- B. Additional Insured – Primary/Non-contributory**
C. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

- B. Additional Insured – Primary/Non-contributory**

Paragraph K. **Other Insurance** of **SECTION IV – CONDITIONS** is deleted and replaced by the following:

K. Other Insurance

If other insurance, whether collectible or not, is available to the insured covering a loss also covered by this policy, the insurance afforded by this policy shall be in excess of, and shall not contribute with, such other insurance. However, if the **underlying insurance** provides coverage to an additional insured on a primary basis, or a primary and non-contributory basis, this insurance shall be available to such additional insured on an excess basis over the underlying insurance. We will not share with other insurance which covers such additional insured as a named insured.

- C. Waiver Of Transfer Of Rights Of Recovery Against Others To Us**

Paragraph L. **Subrogation** of **SECTION IV – CONDITIONS** is deleted and replaced by the following:

L. Subrogation

In the event of any payment under this policy, the insured must notify us of any of the insured's rights of recovery against any person or organization. We shall be subrogated to all such rights. The insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights. However we waive any rights of recovery we may have against any person or organization if the **underlying insurance** also waives such rights.

Any amount recovered through subrogation or otherwise shall be apportioned in the inverse order of payment of the claim or claims involved to the extent of actual payment thereof by all interests. The expenses of all such recoveries and proceedings in connection therewith shall be apportioned in the ratio of respective recoveries. With respect to proceedings conducted solely by us, if there is no recovery, we will bear the expense thereof. If there is a recovery, we shall be reimbursed in full from such recovery for the amount of all expenses incurred by us before apportionment

EXHIBIT D

WORKERS' COMPENSATION REQUIREMENTS

The Consultant is required to sign and file a statement acknowledging its obligation to secure payment of Workers' Compensation before beginning work.

ACKNOWLEDGEMENT OF WORKERS' COMPENSATION OBLIGATION

I, Denwun Lin, hereby acknowledge my obligation to secure payment of Workers' Compensation before beginning work.

LIN Consulting, Inc.

By: 
Denwun Lin, President

Dated: 3/15/21

EXHIBIT E

RESOLUTION OF CONSTRUCTION CLAIMS

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

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

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

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

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

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

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

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

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

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

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



City of Carpinteria

COUNCIL AGENDA STAFF REPORT March 22, 2021

ITEM FOR COUNCIL CONSIDERATION

Authorization for the City Manager to execute an Agreement with Pacific Civil Solutions, Inc. for Pedestrian Bridge Inspection Services.

STAFF RECOMMENDATION

Action Item X ; Non-Action Item

1. Authorize the City Manager to execute an Agreement with Pacific Civil Solutions, Inc. for Pedestrian Bridge Inspection Services in an amount not-to-exceed \$88,694.24.
2. Approve a budget appropriation of \$70,000 from the Measure A Fund Available Fund Balance to Measure A Fund Expense Account No. 215-411-5228.

Sample Motion: I move to:

1. Authorize the City Manager to execute an Agreement with Pacific Civil Solutions, Inc. for Pedestrian Bridge Inspection Services in an amount not-to-exceed \$88,694.24.
2. Approve a budget appropriation of \$70,000 from the Measure A Fund Available Fund Balance to Measure A Fund Expense Account No. 215-411-5228.

(The motion requires a roll call vote.)

BACKGROUND

Pursuant to the 2021 Annual Work Plan, a Pedestrian Bridge Inspection Program is to be established for all the existing City-owned pedestrian bridges. The Pedestrian Bridge Inspection Program is to include an assessment of the overall condition and safety of primary load carrying members and joints, wearing surfaces, and protective coating systems, and deck/slab protection systems; and accessibility. The Pedestrian Bridge Inspection Program is to further identify rehabilitation, replacement, or preventive maintenance strategies including appropriate scopes of work and cost estimates.

The following list of City-owned pedestrian bridges require immediate inspection:

Feature Intersected	Facility Carried	Location
Carpinteria Creek	Eighth Street Crossing/Bike Route	Between northly end of Calle Ocho and southerly end of Eighth Street; Coordinates 34.392675, -119.514237
Franklin Creek	Franklin Creek Crossing/Bike Path	Approximately 75-feet south of Foothill Road (State Route 192); Coordinates 34.409097, -119.517213
Franklin Creek	Meadow View Lane Crossing	Between Meadow View Lane and Franklin Park; Coordinates 34.406863, -119.517443
Franklin Creek	El Carro Lane Crossing/Bike Path	Between El Carro Lane and Franklin Park; Coordinates 34.405472, -119.518257
Franklin Creek	Ninth Street Crossing	Approximately 350-feet south of Carpinteria Avenue; Coordinates 34.400847, -119.522815
Santa Monica Creek	Santa Monica Creek Trail Crossing/Bike Path	Between Santa Monica Creek Trail and Santa Monica Road; Coordinates 34.407053, -119.527872
Santa Monica Creek	Via Real Crossing	Immediately adjacent to and north of Via Real bridge; Coordinates 34.404813, -119.528742

A map of the bridge locations is included with this staff report as Attachment A.

Similar to the City's pavement management system, the Pedestrian Bridge Inspection Program also includes establishing a regular inspection schedule. The inspection schedule is expected to be modeled after the California Department of Transportation standard bridge inspection program for vehicular bridges with inspections occurring every two years.

On February 22, 2021, the City Council adopted Resolution No. 6028, approving the Measure A Five-Year Local Program of Projects for Fiscal Years 2021-22 through 2025-26 (POP) and authorizing the Public Works Director to submit the POP to the Santa Barbara County Association of Governments. One of the projects in the POP is the Pedestrian Bridge Inspection Program.

The pedestrian bridge inspections are for the start of the Pedestrian Bridge Inspection Program. Therefore, the purpose of this agenda matter is for the City Council to authorize the City Manager to execute an agreement with Pacific Civil Solutions, Inc. for pedestrian bridge inspection services in an amount not-to-exceed \$88,694.24, and approve a budget appropriation of \$70,000 from the Measure A Fund Available Fund Balance to Measure A Fund Expense Account No. 215-411-5228.

DISCUSSION

In January 2021, staff issued a Request for Proposal (RFP) to provide pedestrian bridge inspection services. Proposals were received from the following consulting firms:

Consulting Firms (in alphabetical order)

Cannon Corporation (San Luis Obispo, CA)
Pacific Civil Solutions, Inc. (Aliso Viejo, CA)

Staff conducted a qualifications-based selection (QBS) process as the basis of procuring professional consulting services. QBS is a competitive, contract procurement process whereby consulting firms initially submit a proposal of its qualifications and the proposed scope of work and schedule to a procuring entity (e.g. City) who evaluates and selects the most qualified firm, and then negotiates the consultant fee. The QBS process is consistent with California Government Code Section 4525 et al. for procuring professional consulting services of private architectural, landscape architectural, professional engineering, environmental, land surveying, and construction project management firms. Qualifications are based on the following criteria:

1. The firm's qualifications and ability to perform the work based on information provided by the firm and client references.
2. The firm's supervisor, operators, and any subcontractor's qualifications, knowledge of local conditions and ability to perform the work based on information provided by the firm.
3. The firm's responsiveness and availability to the City, and the ability of the firm's supervisor, operators, and any subcontractor(s) to effectively and efficiently to provide the service.
4. The firm's understanding of the scope of services as demonstrated by its approach, the proposal's responsiveness to the RFP and the City's needs, and its demonstrated ability to meet the contract.
5. Based on client references, the firm's performance on similar services.

Fee proposal negotiations are then entered into with the firm receiving the highest rating in the proposal evaluation including interviews. A fee proposal is initially not requested for in the RFP. A separate fee proposal is requested for from the firm that received the highest rating. This fee information is used as a basis for negotiation. If such negotiations are not successful, negotiations are entered into with the firm or firms receiving the next highest rating.

Based on the QBS process, staff determined Pacific Civil Solutions, Inc. as the highest-rated firm for its qualifications and proposal approach to performance. The proposed scope of work is briefly described as follows:

1. Pedestrian Bridge Element Inspection Services. This service includes the following tasks:

- A. Inspect including assess the overall condition and safety of primary load carrying members and joints, wearing surfaces, and protective coating systems and deck/slab protection systems for the existing City-owned pedestrian bridges.
 - B. Coordinate, on behalf of the City, directly with the various utility companies or owners that service or traverse through the pedestrian bridges. Coordination shall include researching any available utility facility maps, as-built plans, record drawings, and/or preliminary plans from the various utility companies or owners. This task shall not include the inspection or assessment of the condition of utility facilities.
 - C. Prepare Engineer's Report of the inspections; recommended maintenance, repairs, and capital improvements; and estimates for budgeting purposes.
2. Pedestrian Bridge Accessibility Inspection Services. This service includes the following tasks:
- A. Inspect accessibility of City-owned pedestrian bridges for determination of a "qualified defendant" status with the Americans with Disabilities Act of 1990 (ADA) and the City's ADA transition plan.
 - B. Prepare Certified Access Specialist (CAsp) Inspection Report in accordance with the Construction-Related Accessibility Standards Compliance Act (CRASCA, Civil Code § 55.51-55.545).

Staff received and negotiated a fee proposal from Pacific Civil Solutions, Inc. and determined the fee proposal to be fair and reasonable. See Attachment B for the proposed Agreement, which includes details of the scope of work and fee.

The proposed Agreement is not an on-going service of multiple years. The proposed scope of work under this Agreement is for completion of the first inspections for the start of the Pedestrian Bridge Inspection Program. After two years, another procurement process for inspection services would need to be solicited in order to update the Pedestrian Bridge Inspection Program. This is similar to when another inspection of the pavement conditions is needed for updating the City's pavement management system. The proposed fee would be a high initial expense due to the establishment of the City's Pedestrian Bridge Inspection Program. However, it is anticipated for subsequent scheduled inspections (i.e. after two years) to be less of an expense because most repairs and/or preventive maintenance work should be completed before the next Pedestrian Bridge Inspection Program update.

As a part of the recommendation by staff, an additional appropriation of funds from the Measure A Fund Available Fund Balance would be for contingency in order to cover as-needed special inspection services such as nondestructive testing (NDT) for further

evaluation of material strength and other integrity properties in the bridge structural elements. The contract does not include either maintenance or repair work.

POLICY CONSISTENCY

The Pedestrian Bridge Inspection Program addresses many of the goals and policy statements in the City's General Plan Circulation Element. In particular:

- Objective C-4; Improve the Carpinteria Avenue corridor to ensure adequate traffic flow, safe bicycle use and improved aesthetic qualities,
- C-7b; Develop safe and direct pedestrian accessibility between residential areas, schools, parks, and shopping areas in both new and existing urban areas,
- C-7c; Provide safe mobility for the physically handicapped through the design of street improvements and public facilities,
- and C-7e; Provide continuous sidewalks, where appropriate, for safe pedestrian circulation and consider creative alternatives for such issues,

Circulation needs are typically granted high priority in municipal capital budgets, (Policy C-3J). The improvements will comply with current Americans with Disabilities Act standards.

The Pedestrian Bridge Inspection Program is also consistent with the 2021 Annual Work Plan.

FINANCIAL CONSIDERATIONS

An amount of \$30,000 from Measure A funds was budgeted in the Adopted Fiscal Year 2020-21 Budget for contract services of pedestrian bridge inspections. An additional budget appropriation of \$70,000 from the Measure A Fund Available Fund Balance is recommended for a total budget of \$100,000. While the fee proposal is for \$88,694.24, this additional appropriation would cover a contingency for as-needed special inspection services such as NDT for further evaluation of material strength and other integrity properties in the bridge structural elements. No impact to the General Fund is expected with the approval of the recommendation.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

There are no legal or risk management considerations to execute an agreement with Pacific Civil Solutions, Inc. to provide pedestrian bridge inspection services. By obtaining consulting services, the City is carrying out good risk management practices.

OPTIONS

1. Authorize the City Manager to execute an agreement with Pacific Civil Solutions, Inc. for pedestrian bridge inspection services in an amount not-to-exceed \$88,694.24, and approve a budget appropriation of \$70,000 from the Measure A

Fund Available Fund Balance to Measure A Fund Expense Account No. 215-411-5228.

2. The City Council could choose to not approve the recommendation and direct staff as determined appropriate. However, establishment of the Pedestrian Bridge Inspection Program would be delayed without the pedestrian bridge inspections.

PRINCIPAL PARTIES EXPECTED AT MEETING

There are no principal parties expected at the meeting.

ATTACHMENTS

Attachment A: Location Map
Attachment B: Agreement for Pacific Civil Solutions, Inc.

Staff contact:

John L. Ilasin, Public Works Director
johni@ci.carpinteria.ca.us; (805) 880-3402



Signature

Reviewed by:

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

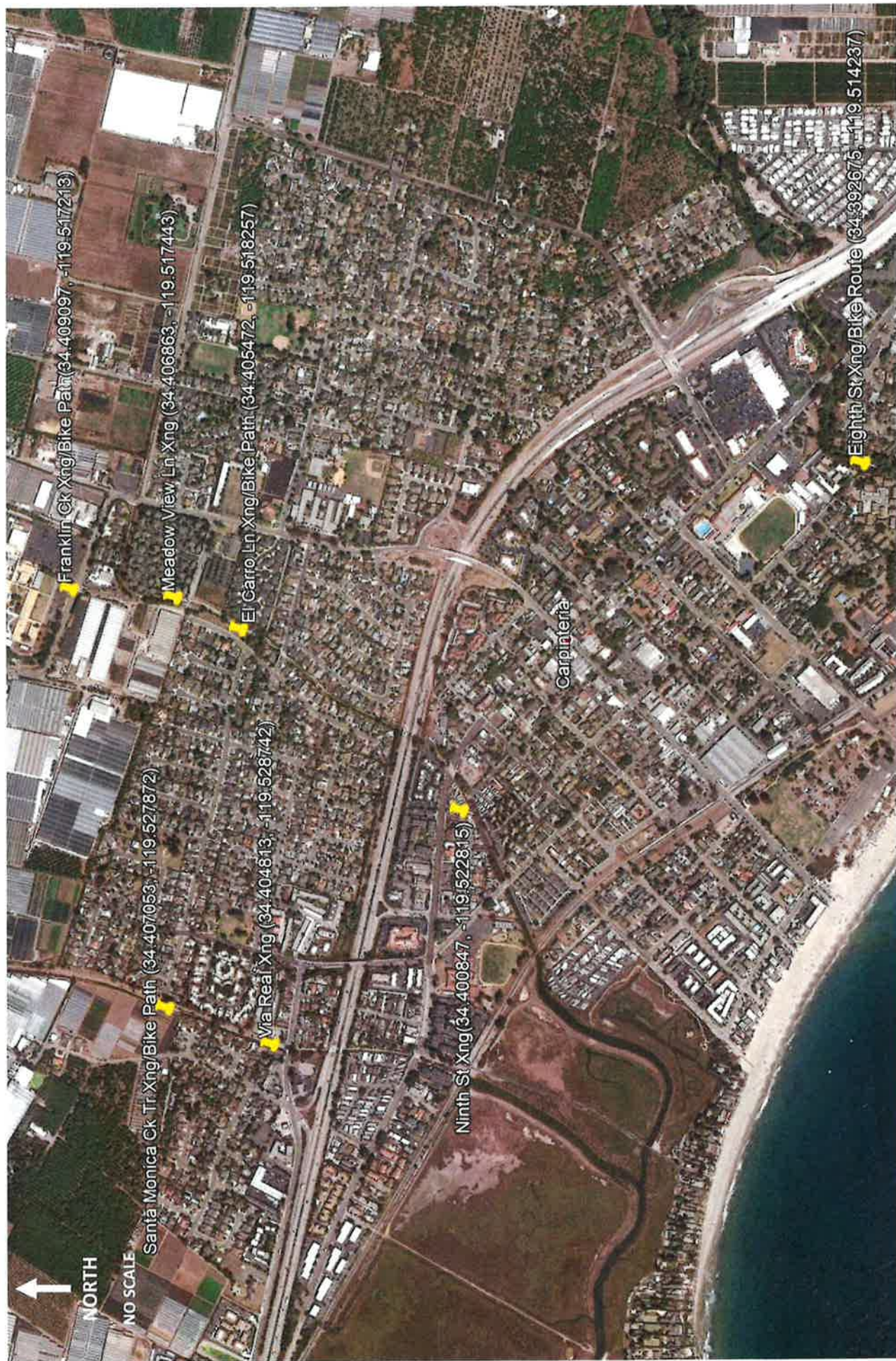


Signature

ATTACHMENT A

Location Map

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ATTACHMENT B

Agreement for Pacific Civil Solutions, Inc.

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AGREEMENT FOR CONSULTANT SERVICES

Pedestrian Bridge Inspection Services

THIS AGREEMENT FOR CONSULTANT SERVICES (“**Agreement**”) is made and effective as of the 22nd day of March , 2021 by and between the City of Carpinteria, a municipal corporation (“**City**”), and Pacific Civil Solutions (“**Consultant**”) (collectively, the “**Parties**”) at Carpinteria, California, with reference to the following facts:

- A. City has determined that it is necessary and appropriate to engage a design professional to carry out the services described herein; and
- B. Consultant has represented itself as being fully qualified and available to perform the consultant services necessary to complete the work in a timely manner; and
- C. City desires to contract with Consultant and Consultant is willing to perform the consultant services, subject to the terms and conditions of this Agreement.

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

1. SERVICES.

- 1.1 **Basic Services.** City hereby retains Consultant to perform the services described and set forth in the attached Exhibit A (“**Basic Services**”), which is incorporated by this reference as though set forth in full. Consultant hereby agrees to perform said services within the designated time frames and accepts this retention. Consultant shall complete the Basic Services according to a schedule of performance which is also set forth in Exhibit A. The Parties agree and acknowledge that time is of the essence in performance of this Agreement.
- 1.2 **Additional Services.** In addition to the Basic Services, City may elect to have Consultant perform additional services that are beyond the current scope of the Basic Services, but within the expertise of Consultant (“**Additional Services**”). Such Additional Services shall be mutually agreed to in advance and specified in a writing, which shall also specify the basis for the Consultant’s fee for such additional services. Basic Services and Additional Services are referenced collectively as “**Services.**”

2. PERFORMANCE.

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

- 2.2 **Labor and Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, tools, transportation and services necessary for the successful completion of the Services. Consultant shall give its attention and supervision to the fulfillment of the provisions of this Agreement by its employees and subcontractors and shall be responsible for the timely performance of the Services required by this Agreement.
- 2.3 **Review of Service.** Consultant shall furnish City with reasonable opportunities from time to time to ascertain whether the Services of Consultant are being performed in accordance with this Agreement. All work done and materials furnished shall be subject to final review and approval by City; Consultant is not providing final approval or review, which is solely City's function and role. City review and approval of such work and Services shall not, however, relieve Consultant of any of its obligations under this Agreement.
- 2.4 **Contract Administration.** The City Manager or his/her designee shall represent the City in all matters relating to the administration of this Agreement. The City Manager or his/her designee shall have the authority to act on the City's behalf to review and approve all products submitted by Consultant and may execute all necessary documents to authorize Consultant to perform Additional Services as provided for herein.
- 2.5 **Representations and Warranties.** Consultant represents and warrants to City that: (i) its fulfillment of its obligations and, as applicable, performance the Services under this Agreement, will not violate any applicable or breach any contracts with third parties and (ii) it has the right, power and authority to fulfill its obligations, and, as applicable perform the Services, and enter into this Agreement; (iii) the Services contemplated hereunder will be performed by adequately trained, competent personnel, in a professional manner, with such personnel having the requisite skill and expertise necessary to perform and complete the Services in accordance with industry standards and in accordance with the terms and conditions of this Agreement; and (iv) the Services and all deliverables provided hereunder will conform to the specifications agreed-to by the parties.
3. **TERM.** This Agreement shall be effective as of the date first above written and shall continue until all Services to be provided by Consultant are completed to the satisfaction of the City, but in no event later than the 31st day of December, 2021; unless terminated earlier as provided for herein.
4. **COMPENSATION.**
- 4.1 **Basic Services.** For Basic Services, City shall pay Consultant on a time and materials basis, not to exceed amount of Eighty Eight Thousand Six Hundred Ninety Four and 24/100 Dollars (\$88,694.24) as full compensation for all labor, materials, equipment, tools, transportation, and Services. This compensation shall be paid in accordance with the payment rates and schedule as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based on the actual time spent on the tasks and the actual price of the necessary materials.

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

5. **RECORDS.**

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

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

6. TERMINATION.

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

7. **DISPUTE RESOLUTION.** Except as explicitly provided in Exhibit E relating to claims by Consultant, if any dispute, claim or disagreement shall arise relative to the interpretation or enforcement of this Agreement, the parties shall use commercially reasonable efforts to settle the dispute, claim or disagreement. To this end, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such a solution within a period of thirty (30) days, then, upon notice by either party to the other, the dispute, claim or disagreement shall be submitted to final, binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitrator shall have the authority to assess arbitration costs and expenses against either or both parties. The decision in the arbitration shall be binding on all parties, and judgment on any arbitration award may be entered in any court of competent jurisdiction.
8. **INSURANCE.** Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in the attached Exhibit C, which is incorporated by this reference as though set forth in full.
9. **INDEMNIFICATION.**

Indemnification for Professional Liability. To the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City and any of its officials, employees and agents ("**Indemnified Parties**") from and against any and all losses, liabilities, damages, costs, and expenses, including attorneys' fees and costs, which arise out of the negligence, recklessness or willful misconduct of Consultant.
10. **RELEASE OF INFORMATION.**
 - 10.1 **Confidentiality.** All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released except to the City, directly or indirectly, by Consultant without City's prior written authorization. Consultant, its officers, employees, subcontractors or sub-consultants shall not voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the Services performed under this Agreement unless requested by the City Attorney or authorized in writing by the City Manager. Response to a subpoena or court order shall not be considered "voluntary" provided that Consultant shall give City prompt written notice of any such court order or subpoena. The provisions of this Paragraph shall survive the termination of this Agreement.
 - 10.2 **Notice and Cooperation.** Consultant shall promptly notify the City Manager and City Attorney in writing if Consultant, its officers, employees, agents, subcontractors or subconsultants are served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any person or party related to this Agreement and/or Consultant's related Services. City has no obligation to, but may exercise discretion to represent Consultant and/or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide the City an opportunity to review any response to

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

11. **RELATIONSHIP TO CITY.**

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

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

12. **GENERAL PROVISIONS.**

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

To City:

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

To Consultant:

Ryan Kash, President
Pacific Civil Solutions
18 Crestview
Aliso Viejo, CA 92656
P:(949) 535-0533
F:N/A

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

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

Agreement are incorporated herein by this reference and are made a part of this Agreement to the same extent as if they were fully stated in the Agreement and shall be complied with by Consultant.

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

invalid, void or unenforceable, the parties hereto agree to enter into a supplemental agreement to effectuate the intent of the parties and the purposes of this Agreement.

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

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

"CITY"
City of Carpinteria

"CONSULTANT"
Pacific Civil Solutions

By: _____
David Durflinger, City Manager

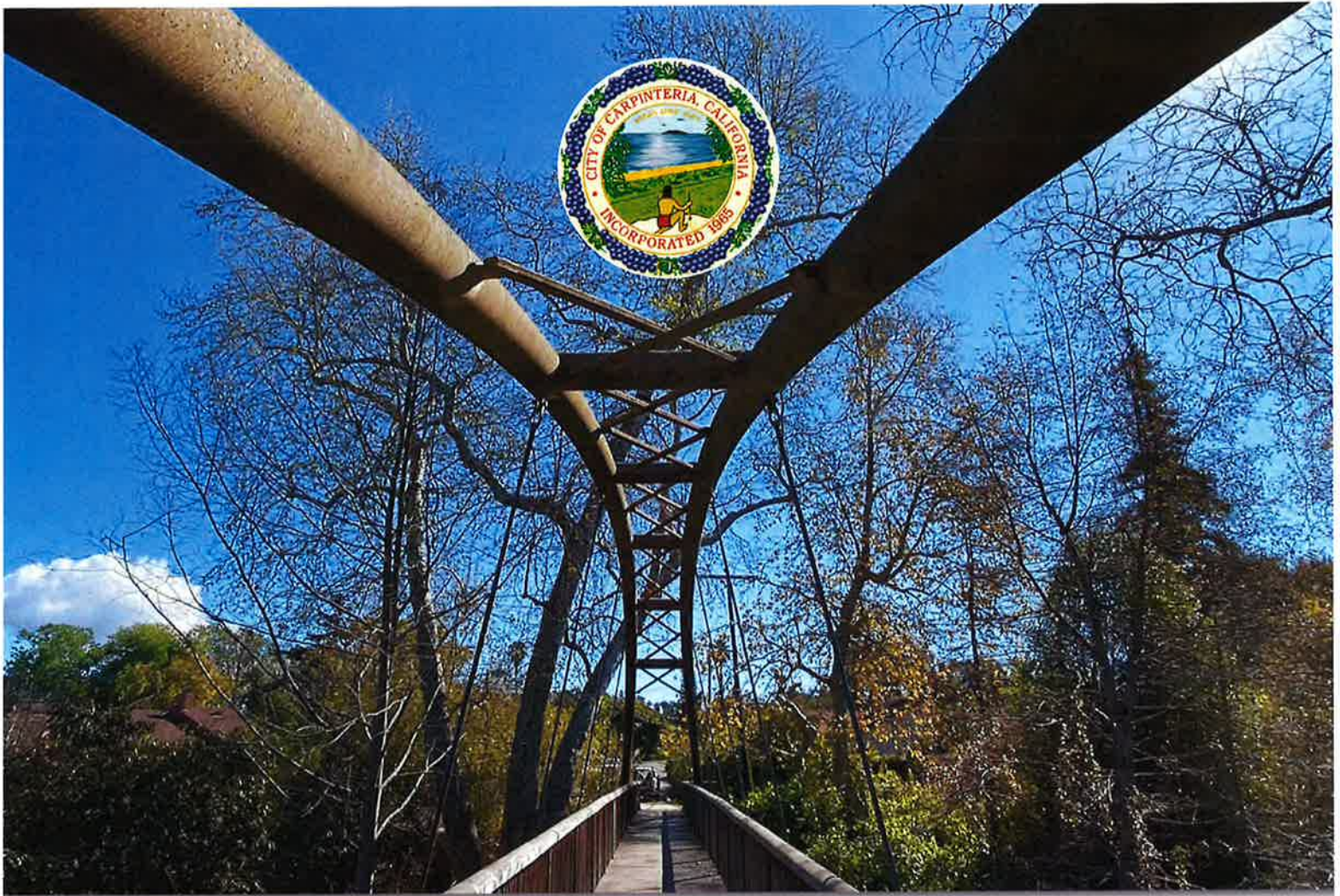
By: _____
Ryan Kash, President

APPROVED AS TO FORM:
City of Carpinteria

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

EXHIBIT A

TASKS TO BE PERFORMED



P R O P O S A L
PEDESTRIAN BRIDGE INSPECTION SERVICES



FEBRUARY 18, 2021





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APPENDIX—RESUMES





SUBMITTED VIA EMAIL TO: JOSHUAP@CI.CARPINTERIA.CA.US

February 18, 2021

Joshua Patricio, Engineering Technician
City of Carpinteria
Public Works Department
5775 Carpinteria Avenue
Carpinteria, CA 93013

SUBJECT: REQUEST FOR PROPOSAL TO PROVIDE PEDESTRIAN BRIDGE INSPECTION SERVICES

Dear Mr. Patricio:

PACIFIC Civil Solutions, Inc. (PACIFIC) is pleased to submit this proposal to provide Pedestrian Bridge Inspection Services to the City of Carpinteria (City). Headquartered in Aliso Viejo, PACIFIC is a reputable, respected construction and project management firm. PACIFIC can offer comprehensive element level condition bridge inspection, including assessment of the overall condition and safety of primary load carrying members and joints, wearing surfaces, protective coating systems, deck/slab protection systems, and accessibility inspection for existing City-owned pedestrian bridges.

With a proven track-record providing inspection services for Caltrans in multiple districts, we can provide the City with the most qualified, cost-effective staff for this project. We have a deep understanding of the City's objectives and can offer highly experienced, local, responsive, and committed staff to successfully complete requests for each of the City's projects. It is our goal to provide the City with enough information to apply for grants to upgrade these bridges. Backed by a strong reference from our clients, PACIFIC has demonstrated competence with excellent professional qualifications.

PACIFIC has enhanced its team with the addition of Development Solution to provide accessibility inspections. Mr. Amir Hamidzadeh is a PE, CASp, and CBO with more than 30 years of experience providing accessibility and CASp inspections and report preparation.

As the Project Manager, I will lead the team and work closely with the City to ensure that all aspects of each project are planned, executed, and delivered on time. I commit to actively communicate with the City to properly allocate all the required resources and to provide project management and quality assurance to successfully deliver each project. As the President of PACIFIC Civil Solutions, Inc., I am authorized to represent and contractually bind the firm.

Thank you for your consideration of our proposal. We are eager to discuss the City's projects in more detail with you. We understand that the City of Carpinteria has important obligations to develop and maintain its critical infrastructure and resources.

Sincerely,

PACIFIC Civil Solutions, Inc.

A handwritten signature in blue ink that reads "Ryan Kash".

Ryan Kash, PhD, SE, CWI, PCI III - President
949-535-0533 O | 949-838-6666 M
ryan@PACIFICpros.COM

2. EXECUTIVE SUMMARY



PACIFIC Civil Solutions, Inc. (PACIFIC) understands the City of Carpinteria's (City) objectives and goals for the Pedestrian Bridge Inspection Services project. Our focus is to provide the City with an organized plan to deliver these services as outlined below.

PHASE 1–PLANNING: Upon receipt of the executed agreement from the City, PACIFIC's project manager will schedule a kick-off meeting. PACIFIC will collect and review all available documents including the as-built drawings, any previous inspection reports, or any other information that City has such as flood and earthquake data. PACIFIC will generate a Bridge Inspection Plan (BIP) for this contract. PACIFIC will coordinate and

notify all applicable stakeholders and the public for safe access to perform inspections.

PHASE 2–INSPECTION: After receipt of the Notice to Proceed (NTP) from the City, PACIFIC will perform inspections and implement the BIP. Our inspection team will consist of experienced and qualified personnel who will inspect all bridge components. Ryan Kash, SE, CWI (PM/Team Leader) and Michael Emami, PE, CWI, Bolt/Steel ICC (Bridge Inspector) will perform the inspections on all structural components. James Devey, PE, CWI, QSD is our estimator and the alternate inspector. Amir Hamidzadeh, PE, CASp, CBO, CPE (Accessibility Inspector) will perform the accessibility inspections per applicable federal, state, and local ADA requirements. The PACIFIC Team will focus on identifying the bridge defects and ADA non-compliance.

PACIFIC anticipates that the structural and accessibility inspections for all seven bridges will take approximately four days (structural) and three days (accessibility), respectively. Accessibility inspection will commence sooner since it does not require reviewing the as-built plans and gaining access under the bridge. PACIFIC team members will coordinate the findings from accessibility and structural evaluations for any effect on the repair cost estimates.

PHASE 3–REPORTING: We will actively work with the City especially through the first round of reports to ensure we meet the City's expectations. PACIFIC will submit the final reports for all seven bridges within a month from the completion of inspections. The final structural and accessibility bridge inspection reports for each bridge will be stamped by our Licensed Structural Engineer and our Certified Access Specialist, respectively.

PHASE 4–CLOSEOUT: PACIFIC will request a final closeout meeting with the City to go over any questions, concerns, deliverable sign-off, and any recommendations for improvement.

The whole project is expected to take about three months and about 450 hours of professional services. It could be completed sooner depending on the availability of bridge records, coordination, city review comment turnarounds, and favorable weather forecast. Our team has a combined experience of over 100 years of inspections, and all of our designated inspectors are professional engineers with multiple inspection certifications.

PACIFIC Team is the most qualified and efficient team to perform this project for the City of Carpinteria!

3. FIRM INFORMATION

PACIFIC is certified small business enterprise (SBE) with DGS through the Office of Small Business and DVBE Services (OSDS). PACIFIC is registered with the Department of Industrial Relations (DIR).

PACIFIC provides the following advantages to the City of Carpinteria:

- Proven Record of Success
- Commitment to the City
- Unparalleled Expertise
- Knowledge of Stakeholders and Community
- Innovative Approaches to Task Challenges
- Capacity and Availability to Meet Work Schedules



PACIFIC is a project and construction management firm providing a full spectrum of engineering and construction support services to public agencies and private clients including Federal Government, Caltrans, transportation authorities, counties, cities, airports, seaports, and educational institutions. PACIFIC services include project/construction management (PM/CM), inspection, structural engineering, and staff augmentation for projects. PACIFIC focuses on bridges, structures, public works infrastructure, highways, rail, transit, buildings, facilities, hospitality, and utilities. PACIFIC's portfolio of project experience spans from large infrastructure projects such as the \$1.5 Billion Gerald Desmond Bridge Replacement project in Long Beach to a wide range of smaller projects such as forensic engineering, rock slope protection (RSP), scour mitigation, foundation retrofit with new piles, bridge deck maintenance and rehabilitation, roadway construction, building demolition, inspection of existing structures, and structural design.

PACIFIC is a reliable client-focused firm. We have a proven track record of commitment to take all necessary steps to make our clients succeed. We solve challenging problems through leadership, innovation, and collaboration. Reviewers are encouraged to contact our listed references. PACIFIC is headquartered in Aliso Viejo, California, with extensive experience all over California with recent projects in Los Angeles, Orange, Riverside, Kern, and Mono counties.

FIRM NAME

PACIFIC Civil Solutions, Inc.

FOUNDED

2013

FIRM TYPE

California Corporation

CONTACT PERSON

Ryan Kash, PhD, SE, CWI, PCI III
President/Principal Engineer

OFFICE ADDRESS

18 Crestview
Aliso Viejo, CA 92656

WEBSITE

PACIFICpros.com

ELECTRONIC MAIL ADDRESS

Ryan@PACIFICpros.com

CERTIFICATION/REGISTRATION

Small Business, State of California,
Department of General Services, #2009854
Public Works Contractor, State of California,
Department of Industrial Relations,
#1000059027

SERVICES OFFERED

- Project Management
- Construction Management
- Engineering Construction Support
- Civil Engineering
- Structure Construction Inspection
- Roadway Construction Inspection
- Specialty Inspection (Welding, Coating, Landscape Architecture)
- Bridge Inspection
- Materials Engineering
- Source Inspection

4. FINANCIAL RELATIONSHIPS

PACIFIC Civil Solutions, Inc. (PACIFIC) and our Certified Access Specialist (CAsp), Development Solution, collectively the 'PACIFIC Team,' have no existing and or previous financial relationships, including agreements between our firms, with any of the current members of the City Council and City staff (listed on this URL <http://carpinteria.ca.us/citycouncil/index.shtml>), and entities for which the said city council members are employed, or have an interest, both past and present.



5. DESCRIPTION OF FIRM/EXPERIENCE AND CAPABILITIES OF PERSONNEL

FIRM DESCRIPTION



PACIFIC Civil Solutions, Inc. (PACIFIC) began offering structural and civil engineering, structure construction, construction management, inspection, source inspection, and materials engineering services throughout southern California and successfully delivers a wide range of services to clients that include the California Department of Transportation (Caltrans), Los Angeles County Metropolitan Transportation Authority (LA Metro), and various cities and counties.

PACIFIC provides a high level of understanding for the priorities of Caltrans and other stakeholders in bridge projects. We put a top priority in protecting the interests of our Client and address sensitive issues that our Clients' desire. We pride ourselves on our ability to develop creative and outside the box solutions. We constantly innovate through the completion of construction projects requiring new approaches to traditional problems, and meeting project objectives in a cost-effective manner.

PACIFIC's team is available and committed to successfully managing performance of the services for the City. As demonstrated. Our team has the capability and experience of similar work on other contracts, including the



ability to manage and oversee multiple simultaneous projects and task orders, and we have the availability to work on task orders immediately.

FIRM INFORMATION

Year Founded:	2013	Contact Information
Services Offered:	• Project Management • Program Management • Construction Management • Engineering Construction Support • Civil Engineering • Structure Construction • On-site Inspection • Source Inspection • Materials Engineering	Ryan Kash, PhD, SE, CWI, PCI III President RYAN@PACIFICpros.com 949-535-0533 Office 949-838-6666 Mobile www.PACIFICpros.com
Form of Organization:	California Corporation	
Office Location:	1 Office (Headquarters) 18 Crestview Aliso Viejo, CA 92656	

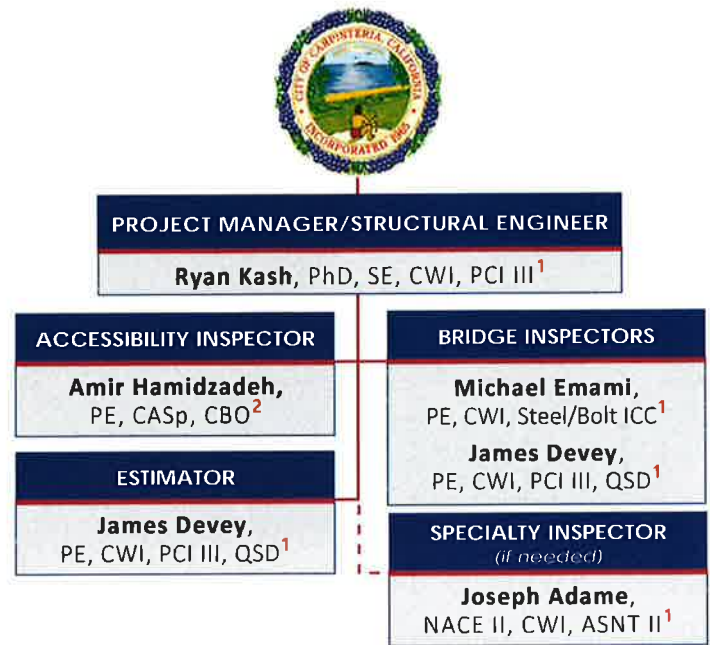


KEY PROJECT TEAM

The PACIFIC Team is a comprehensive collaboration of skilled individuals who have a wealth of knowledge, training, skill, and project experience that significantly benefits the City to successfully complete this project. As your 'Consultant of Choice,' we are confident that you will be satisfied with our staff and services since we offer them at the highest quality standards. PACIFIC has the hands-on quality of a small firm, with the knowledge base of a large firm. Our goal is to satisfy the City's needs by providing the right pedestrian bridge inspection staff with additional specialty inspection resources that might be needed. The PACIFIC Team has the knowledge, skill, and the specific experience needed to execute pedestrian bridge element inspection and pedestrian bridge accessibility inspection services for the City.

PACIFIC key project team is presented in Figure 1. Team Organization Chart. Our proposed key staff's years of experience, licenses, certifications, and abilities relating the City's scope of work are provided in the team matrix below.

Figure 1. Team Organization Chart



TEAM LEGEND

1 — PACIFIC Civil Solutions, Inc. (SBE) **2** --- Development Solution

TEAM EXPERIENCE MATRIX



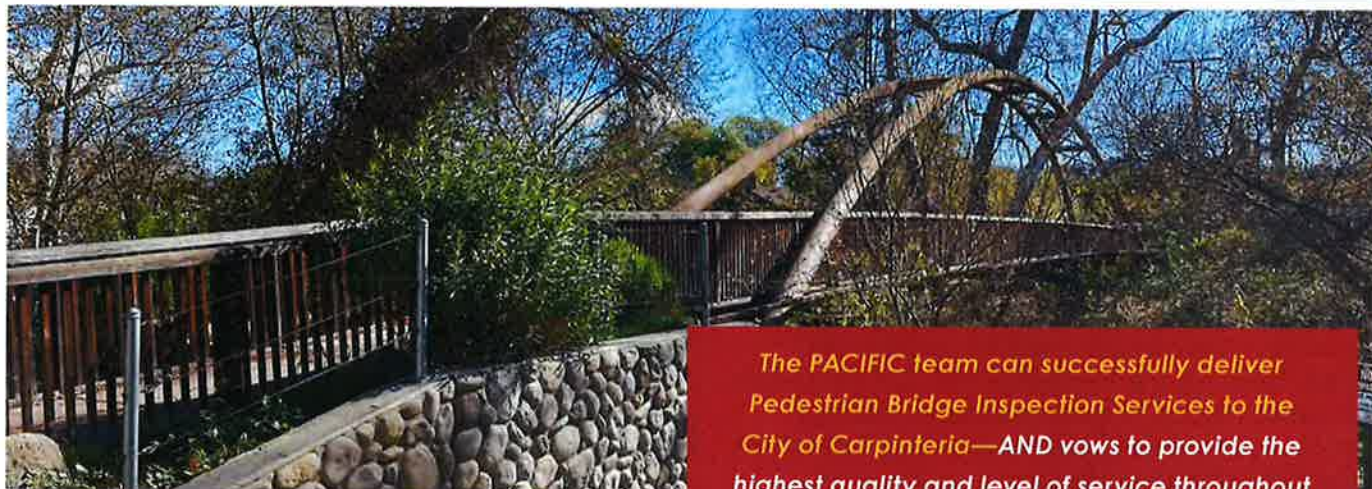
PACIFIC CivilSolutions

PACIFIC provides the City of Carpinteria with a team of specialists who possess the experience, licenses/certifications, skill, and knowledge of current regulations and the latest technological developments in bridge inspection.

	TOTAL YEARS OF EXPERIENCE	LICENSES	CERTIFICATIONS	SCOPE OF SERVICES											
				Bridge Inspection	Pedestrian Bridge Inspection	Condition Assessment	Safety of Primary Load Carrying Members and Joints	Wearing Surfaces	Protective Coating Systems	Deck/Slab Protection Systems	Caltrans Bridge Element Inspection Manual	Utility Company Coordination	Prepare Engineer's Report	Accessibility Inspection	ADA Transition Plan
Ryan Kash, PhD <i>Project Manager, Structural Engineer</i>	23	PE SE	CWI, PCI III	⊙	⊙	⊙	⊙	⊙	⊙	⊙	⊙	⊙	⊙		
Michael Emami <i>Bridge Inspector</i>	8	PE	CWI, ICC	⊙	⊙	⊙	⊙	⊙	⊙	⊙	⊙	⊙	⊙		
James Devey <i>Estimator, Alternate Inspector</i>	23	PE	CWI PCI III, QSD	⊙	⊙	⊙	⊙	⊙	⊙	⊙	⊙	⊙	⊙		
Joseph Adame <i>Specialty Inspector</i>	23		NACE II, CWI, ASNT II	⊙	⊙	⊙	⊙	⊙	⊙	⊙	⊙	⊙	⊙		
Amir Hamidzadeh <i>Accessibility Inspector</i>	30	PE	PE, CASp, CBO	⊙	⊙	⊙	⊙	⊙		⊙	⊙		⊙	⊙	⊙



6. EXPERIENCE, QUALIFICATIONS, EXPERTISE, AND AREAS OF SPECIALIZATION



The PACIFIC team can successfully deliver Pedestrian Bridge Inspection Services to the City of Carpinteria—AND vows to provide the highest quality and level of service throughout this contract.

BEST-SUITED TEAM

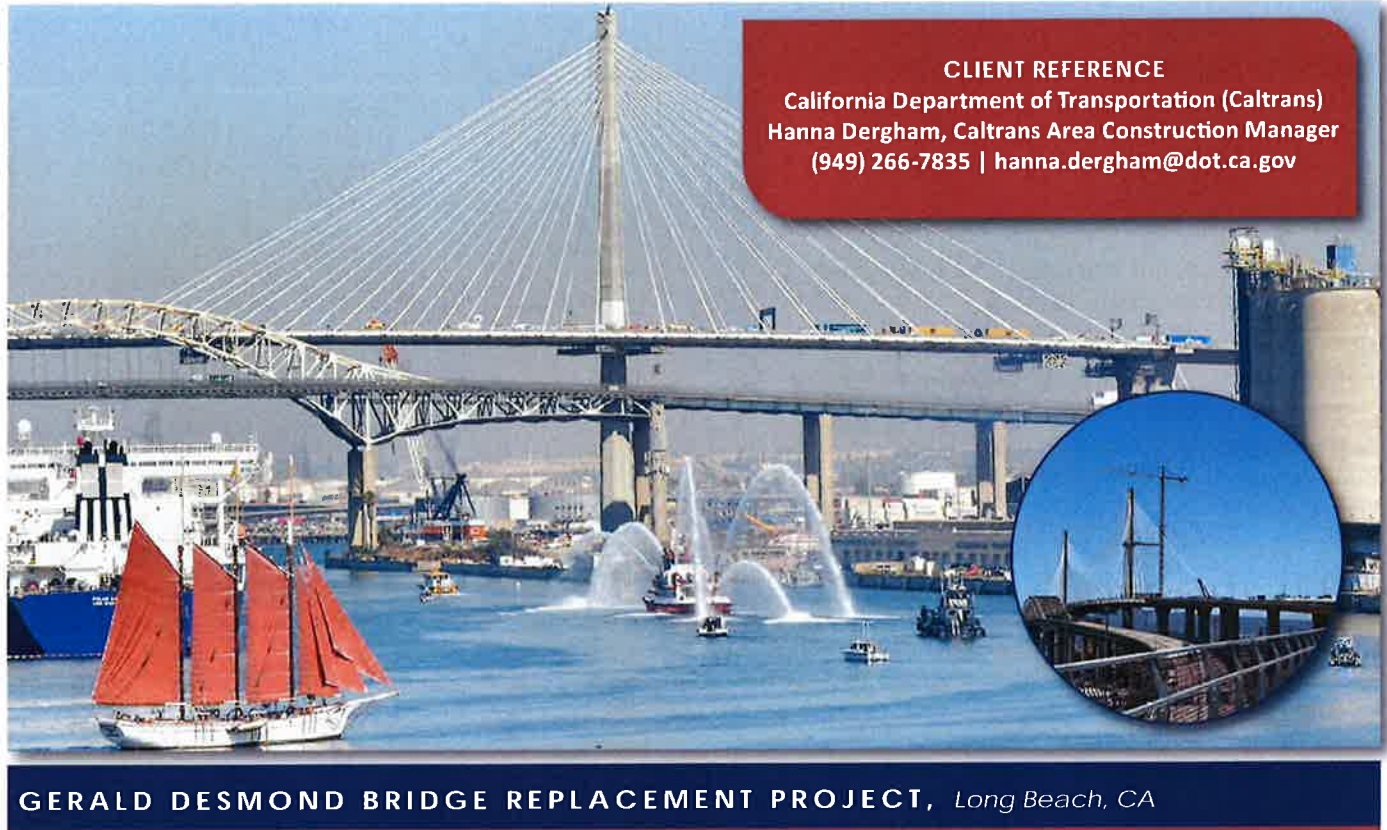
We are certain that the team we have proposed to the City is the most qualified and cost-effective team to inspect the City's pedestrian bridges. Our team stands out due to the following attributes:

- **Project Manager:** Strong, hands-on Project Manager, who is prepared to do "Whatever it Takes Professionally" for the success of this project. Ryan Kash, SE, CWI, is committed to deliver high quality, cost-effective services to our clients.
- **The Best Proposed Staff:** Most competent team that is comprised of a registered structural engineer and several registered professional engineers/inspectors with niche qualifications such as CWI, Bolting ICC, NACE, PCI, and NDT certifications.
- **Cost Effective Services:** Our staff are multi-disciplined professionals which minimizes the overlapping of labor costs. We have the hands-on quality of a small firm with the knowledge base of a large firm and competitive billing fees!
- **Safety:** We have a comprehensive safety plan and Job Hazard Analysis (JHA) for our activities. Our staff have confined space and fall protection trainings and follow a risk-based COVID-19 safety plan.
- **Proven Track Record:** Our personnel have proven track record of delivering successful projects.
- **Flexibility:** We are able to expeditiously respond to the City's needs and changing project requirements.
- **Communication:** Our staff has excellent written and verbal communication skills and will communicate effectively with the City, contractor, and all stakeholders.
- **Solution-Oriented Team:** PACIFIC team has the experience to address all inspection needs of the City due to our multi-disciplined qualifications and technical expertise. We are a solution-oriented and progress-driven team that can offer outside-the-box solutions to our clients!
- **Unified Culture:** Our team members have a strong working relationship and have worked together over the past decade on various Caltrans projects. This connection among our staff has enabled us to continue serving our clients with a unified culture. We can manage any challenge!
- **Reporting:** Timely and accurate project reporting.

Reviewers are encouraged to contact our referenced clients who are all reputable figures in public agencies.

QUALIFICATIONS AND EXPERTISE

The PACIFIC team possesses recent, relevant, and similar project experience to the scope of services required to successfully provide pedestrian bridge inspection services to the City. The projects that we showcase on the following pages speak to our team's experience, knowledge, and abilities.



The new Gerald Desmond Bridge ranks as the second-tallest cable-stayed bridge in the nation and is the first bridge as part of the California's state highway system. The \$1.5 billion cable-stayed bridge has become an iconic hallmark in the Port of Long Beach. The new 1.5-mile complex bridge extends the I-710 freeway to SR-47. The main span is a cable-stayed bridge with steel framing and concrete deck, and the approaches are constructed by post-tensioned cast-in-place box girders. The project includes 18 million pounds of structural steel, 75 million pounds of rebar, 300 thousand CY of concrete, and over 1.7 million feet of strands. The main span bridge includes two concrete towers 515 feet tall each, 80 stay cables, and high-performance light weight concrete deck.

Highlights of PACIFIC's Scope of Services:

- Full-time IQA engineers/inspectors for the bridge and roadway, including the following elements:
 - Structural steel fabrication/erection, coating applications, welding, and bolting
 - Concrete elements including CIDH piles, pile caps, columns, girders, precast members, prestressed girders and deck
 - Special bridge components such as dampers, expansion joints, bearings, and stay cables.
- Submittal review such as field design changes for roadway and bridge elements, constructability review, and falsework plans, shop drawings, as-builts
- Represent Caltrans in various meetings such as quality meetings, design review meetings, and partnering meetings
- Track quality issues in a log and work with all parties to resolve them
- Review contractor's punch list items, deficiencies, and NCRs



- Work with all stakeholders to resolve quality issues
- Technical support and code interpretation for structures and roadway construction
- Process CCOs and claims technical support
- Performed advanced calculations and research to resolve elevated issues
- Periodically briefed Caltrans' upper management about elevated issues

LA METRO BRIDGE INSPECTION, Los Angeles, CA

PACIFIC provided inspection of four light rail bridge structures in the City of Los Angeles: Slauson Avenue, Firestone Boulevard Bridge, Rosecrans Flyover, and Dominguez Flyover. All bridges are owned by LA Metro. These four bridges had a total of 520 defects and 58 repair recommendation categories.

Highlights of PACIFIC's Scope of Services:

- Provided Licensed Structural Engineer (CA SE) for bridge inspection services for four light rail bridge structures
- Established guidelines for bridge inspection plans
- Reviewed the inspection reports prepared by inspectors
- Assessed the condition state for each defect per Caltrans and federal requirements and identified the root cause
- Provided corrective recommendations to repair and monitor each defect as the Licensed Structural Engineer for LA Metro
- Developed an outside-the-box system for repair recommendation with legends
- Reviewed the Project Management Plan
- Developed and established the inspectors' duties for recording and reporting defects based on Federal and State requirements



Table 6-1. provides an overview of PACIFIC's current references.

TABLE F-1. PACIFIC REFERENCES

Name/Telephone/Email	Agency Division:	Reference's Title:	Contract:
Tanya Wyckoff, PE (916) 801-1237 tanya.wyckoff@dot.ca.gov	Caltrans Structural Maintenance & Inspection	D7 SM&I, Sr. Bridge Engineer; former GDB IQA Manager	The Gerald Desmond Bridge Replacement Project (\$1.5B) Date: 2013-Present
Hanna Dergham, PE (949) 266-7835 hanna.dergham@dot.ca.gov	Caltrans Office of Structure Construction	D7 Area Construction Manager, Office G, GDB	The Gerald Desmond Bridge Replacement Project (\$1.5B) Date: 2013-Present
Amir Hassoun, PE (962) 235-1907 amir.a.hassoun@dot.ca.gov		D7 Senior Bridge Construction Engineer	The Gerald Desmond Bridge Replacement Project (\$1.5B) Date: 2013-Present

7. APPROACH

PACIFIC's core approach is to provide exceptional services to the City with qualified and experienced staff.

PACIFIC has a profound understanding of the City's needs to inspect and assess the condition of the existing seven pedestrian bridges listed in Table 7-1 below. PACIFIC will develop an inspection plan and inspect all seven bridges by qualified personnel. PACIFIC will generate and provide comprehensive assessment reports including recommendations and cost estimates for repairs that could be utilized in getting funding to correct any structural or safety issue or ADA non-compliance. We believe success of the projects requires qualified staff. That is why we have selected the most qualified and experience staff in the industry for this project.

TABLE 7-1. THE CITY OF CARPINTERIA'S PEDESTRIAN BRIDGES

#	Feature Intersected	Facility Carried	Location
1	Carpinteria Creek	Eighth Street Crossing/ Bike Route	Between north end of Calle Ocho and south end of Eighth Street; Coordinates 34.392675, -119.514237
2	Franklin Creek	Franklin Creek Crossing/ Bike Path	Approximately 75-feet south of Foothill Road (State Route 192); Coordinates 34.409097, -119.517213
3	Franklin Creek	Meadow View Lane Crossing	Between Meadow View Lane and Franklin Park; Coordinates 34.406863, -119.517443
4	Franklin Creek	El Carro Lane Crossing/ Bike Path	Between El Carro Lane and Franklin Park; Coordinates 34.405472, -119.518257
5	Franklin Creek	Ninth Street Crossing	Approximately 350-feet south of Carpinteria Avenue; Coordinates 34.400847, -119.522815
6	Santa Monica Creek	Santa Monica Creek Trail Crossing/Bike Path	Between Santa Monica Creek Trail and Santa Monica Road; Coordinates 34.407053, -119.527872
7	Santa Monica Creek	Via Real Crossing	Immediately adjacent to and north of Via Real bridge; Coordinates 34.404813, -119.528742

PACIFIC has already performed an initial site visit to all seven pedestrian bridges at the City of Carpinteria. Based on our preliminary assessment, the best streamlined inspection access method would be visual inspection using equipment such as binoculars, ladder, borescope, and aerial drone, if deemed necessary. For example, to conduct the assessment of the Carpinteria Creek Bridge over the vegetated creek bed, we can access some elements from the abutment as much as possible, and for the remaining areas we can lower our borescope from the deck level to inspect underneath the deck. For the arch components, we would use binoculars and borescope again to check welds and connections. For other bridges that have hard creek beds, if allowed, a ladder would be suited to inspect underneath the decks. Otherwise, we would use our borescope to inspect underneath the decks. Our estimate for a complete inspection of all seven pedestrian is four days; nonetheless, due to unforeseen circumstances we can plan a flexible schedule.

For our work approach, we will follow four distinct phases to ensure sufficient planning, communication, execution, and delivery of reports.

1. Phase 1 – Planning
2. Phase 2 – Inspection
3. Phase 3 – Reporting
4. Phase 4 – Closeout

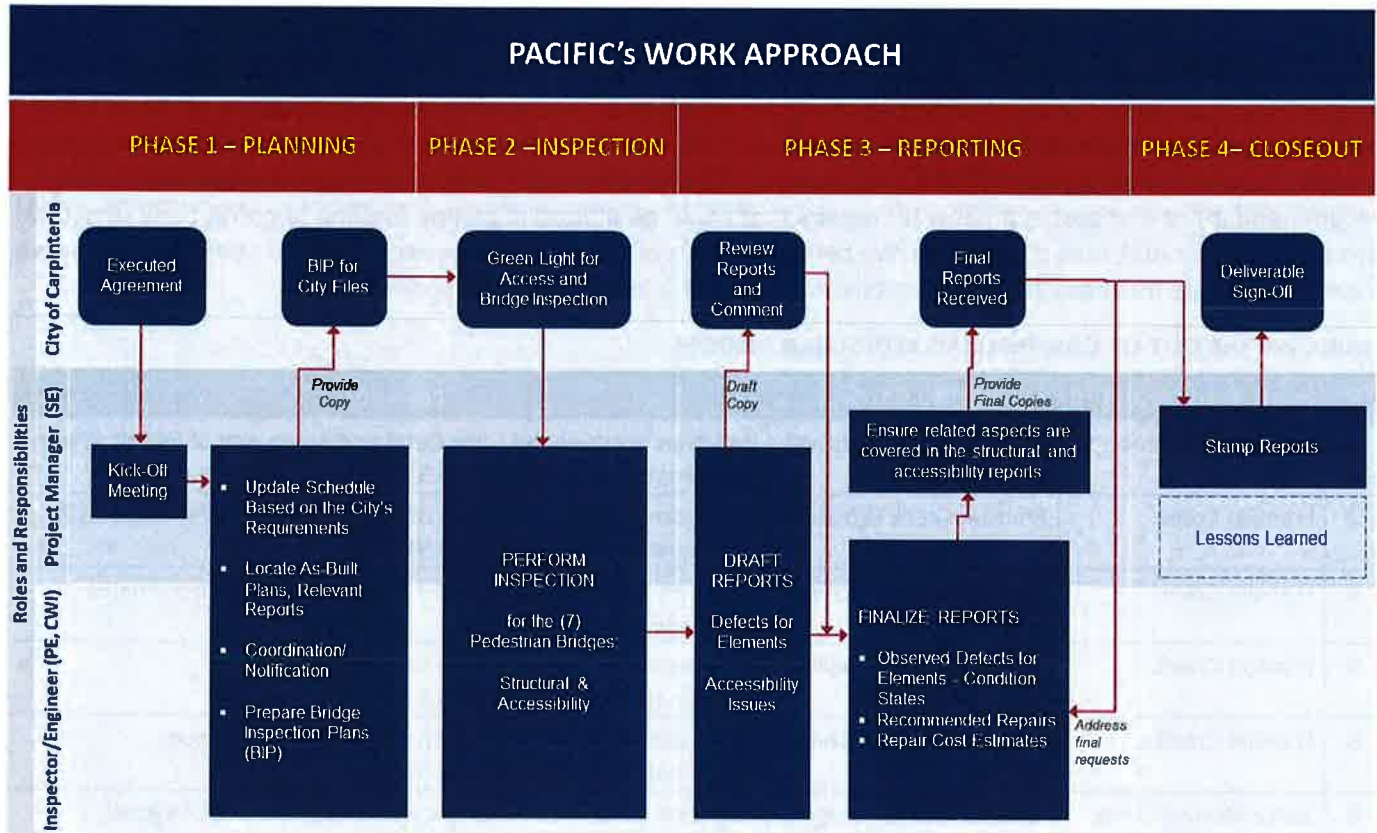
TABLE 7-2. WORK APPROACH WITH TASKS IN EACH PHASE


Table 7-2 above presents our work approach which is consistent with the RFP and Caltrans Bridge Element Inspection Manual (2017) as well as FHWA and ADA requirements.

PHASE 1 – PLANNING

- Pre-Proposal Site Visit:** As part of our pre-proposal planning, we have sent one of our engineers, Michael Emami, PE, to perform a site visit of all seven bridges. Our team has already spent several hours studying these bridges and we have planned the logistics. With this head start, PACIFIC can promptly and efficiently complete the City's needs (quicker than any other firm).
- Kick-off Meeting:** PACIFIC's Project Manager (PM) will schedule a kick-off meeting with the City to go over the details of our work approach and discuss the following:
 - Bridge Access Coordination
 - Bike/pedestrian traffic management during inspection
 - As-Built Plans
 - Bridge Inspection Plan (BIP)
 - Reporting
 - Close-out Deliverables
 - Safety, PPE, and Trainings
 - Timesheet Approval Process and Invoicing
 - Any City Requirements or Concerns



- **Schedule and Staffing:** After completion of the signed consulting services agreement between PACIFIC and the City, PACIFIC's PM will request approval for our proposed inspection team. We plan to perform the inspections with a team of two professional engineers, and the PM will serve as the team leader. Michael Emami will assist with the coordination and locating the as-built plans. Based on our initial assessment, visual inspection seems to be the appropriate inspection method. If during the visual inspection we determine that there is a need for non-destructive testing on any specific element, we will identify all of the them and have our specialty inspector, Joe Adame, CWI, NDT, NACE II, conduct the non-destructive testing for all of these elements in one day. PACIFIC's PM will be the focal point-of-contact and will actively communicate the changes in the schedule and project needs to City.

For accessibility assessment, Amir Hamidzadeh, CASp, will perform all the work for inspection and reporting. For cost estimating, depending on how detailed the City would direct us in the kick-off meeting and we can have an engineer's estimate provided by Amir Hamidzadeh, or have a contractor review our inspection report and provide a repair estimate, or actually have a contractor's representative visit the site for a more accurate cost estimate.

- **As-Built Plans and Previous Inspection Reports:** We will request the City to provide us the following:
 - As-built plans;
 - Any previous inspection reports; and
 - Any previous maintenance or concerns on these bridges.

PACIFIC is aware that some of these bridges have been subject to flooding and our team will be vigilant about any potential flood damage. If the City does not have the as-built plans on file, we propose to contact the contractors who built these bridges, in order to collect the as-built drawings. During our site visit, we noticed that three of the bridges have plaques containing the builder's information.

- **Bridge Access Coordination:** We will consider the following for our coordination:
 - Notifications – the public, stakeholders, and utility companies
 - Environmental and easement requirements
 - Weather condition and forecast verification
 - Water level in creeks
 - Traffic Management Plan
- **Bridge Inspection Plan (BIP):** PACIFIC will develop a BIP for this contract and will provide a copy to the City prior to inspection. The following will be included in the BIP:
 - A brief description of the bridge, location, structure schematics, and the geometry and sub-components consistent with as-builts
 - Access methods
 - Equipment and tools
 - Anticipated inspection methods and special instructions
 - Any special inspection needs such as traffic management plan, access, and equipment
 - The personnel expected to be on the inspection team
 - Bridge inspector safety issues such as Job Hazard Analysis, Emergency Contacts
 - PPE such as gloves, safety glasses, hard hat, safety vest, harness, appropriate footwear, first aid kit
 - Coordinating inspection activities with others for example any entity who has the key to gates or utility agencies



- **Bridge Access Methods:** Access methods will depend on the information obtained from the City during the kick-off meeting. We believe most components can be accessed from the deck. We have listed multiple options below:
 - Use a ladder wherever possible
 - Use a borescope to extend a 25-ft long telescoping survey bar to the bridge soffit or elements underneath the bridge
 - Use a borescope hanging down from the deck using a knee bar to extend our camera cable under the bridge deck
 - Use a drone if there is no other way for access
 - Alternative methods per our discussions with the City
- **Bridge Inspectors' Safety Issues:** We follow a buddy system for our bridge inspectors which requires at least two persons for bridge inspections. Our staff are already trained for fall/trip/slip hazards, confined space and defensive driving. Our team leader will hold a tailgate meeting onsite. We have basic guidelines: walk against traffic, outside of curves, all team members on same side of road. We follow PACIFIC's risk-based COVID-19 safety plan. Our team is trained and equipped in accordance with the latest CDC and OSHA requirements. Also, all members of our team have experience with the largest bridge infrastructure projects in Southern California and will adhere to the most stringent environmental and Cal/OSHA safety guidelines. Currently all of PACIFIC vehicles are equipped with blind spot monitoring warning system.

Reports: We organize our reports by a 'Defect Focused' concept. ***Table 7-3 is an example of specific Caltrans Bridge Elements and Defect ID's that would apply.*** In this example we use the Carpinteria Creek Steel Arch Bridge. Reporting would categorize all defects found and include Bridge No., Element No., Defect ID, Measurement, Location, and Photos.

In our report development process, we have selected green policies that are environmentally friendly such as avoid printing if a document that can be viewed on the screen with the intent of saving trees. We recycle and use recycled papers in line with our green policies.

PHASE 2 – INSPECTION

This will be the implementation of our BIP. PACIFIC will ensure that coordination and necessary notifications have taken place, access is granted, and have the City's notice to proceed. We will confirm each day that we have our:

- PPE Requirements per our Checklist
- Copy of Bridge As-built Plans
- Bridge Access Coordination
- Field Equipment Checklist

PACIFIC anticipates that structural inspections for all seven bridges using two engineers would not take longer than 4 full days. Any imminent structural hazard will be communicated to the City immediately. The City will be informed about our preliminary findings within a couple of days after completion of inspections. We will utilize a photo database that will be backed up on hard disk and in cloud. Photos will be named as follows:

Date_Bridge no_Defect ID_Defect name_CT Element no_Element name_photo No.

Example: 210401_Bridge 3_1 crack_12 Deck_ReinfConcr_1130.jpg



TABLE 7-3. CARPINTERIA CREEK STEEL ARCH BRIDGE—STRUCTURAL DEFECTS VS. BRIDGE ELEMENTS

Element ID and Element Name For Bridge #1 Eighth Street over Carpinteria Creek	ELEMENTS Actual Photos from Bridge #1	MEAS.	DEFECT ID	DEFECT NAME
#31 Deck Timber		SF	(1020)	Connection
			(1140)	Decay/Section Loss
			(1150)	Check/Shake
			(1160)	Crack (Timber)
			(1170)	Split/Delamination (Timber)
			(1180)	Abrasion/Wear (Timber)
			(7000)	Damage
#141 Arch - Steel #113 Stringer Steel #147 Cables Main Steel #152 Floor Beam Steel #161 Steel Pin and Pin & Hanger Assembly		FT	(1000)	Corrosion
			(1010)	Fatigue Crack (Steel/Other)
			(1020)	Connection
			(1900)	Distortion
			(7000)	Damage
			(1000)	Corrosion
#215 Abutment Reinforced Concrete		FT	(1080)	Delamination / Spall / Patched Area
			(1090)	Exposed Rebar
			(1120)	Efflorescence / Rust Staining
			(1130)	Cracking (RC and Other)
			(1190)	Abrasion/Wear (PSC/RC)
			(4000)	Settlement
			(6000)	Scour
#310 Bearing Elastomeric		EA	(1000)	Corrosion
			(1020)	Connection
			(2210)	Movement
			(2220)	Alignment
			(2230)	Bulging, Splitting, Tearing
			(2240)	Loss of Bearing Area
			(7000)	Damage
#330 Bridge Railing Metal		FT	(1000)	Corrosion
			(1010)	Fatigue Crack (Steel/Other)
			(1020)	Connection
			(1900)	Distortion
#332 Bridge Railing Timber		FT	(7000)	Damage
			(1020)	Connection
			(1140)	Decay/Section Loss
			(1150)	Check/Shake
			(1160)	Crack (Timber)
			(1170)	Split/Delamination (Timber)
			(1180)	Abrasion/Wear (Timber)
#515 Steel Protective Coating - Paint		SF	(7000)	Damage
			(3410)	Chalking (Steel Protective Coatings)
			(3420)	Peeling / Bubbling / Cracking (Steel Protective Coatings)
			(3440)	Effectiveness (Steel Protective Coatings)
#516 Steel Protective Coating - Galvanization #517 Steel Protective Coating - Weathering Steel		SF	(7000)	Damage
			(3420)	Peeling / Bubbling / Cracking (Steel Protective Coatings)
			(3430)	Oxide Film Degradation Color/ Texture Adherence (Steel Protective Coatings)
			(3440)	Effectiveness (Steel Protective Coatings)
			(7000)	Damage

For accessibility assessment, we will provide the Pedestrian Bridge Accessibility Inspection Services for the seven identified City-owned pedestrian bridges for determination of a "qualified defendant" status with the Americans with Disabilities Act of 1990 (ADA) and the City's ADA transition plan.

PHASE 3 – REPORTING

PACIFIC will generate two separate reports for each bridge: an Accessibility Inspection Report led by our Certified Access Specialist (CAsp), and a Structural Inspection Report led by our Structural Engineer (CA SE). PACIFIC will cover all defects in these two reports. We recommend completing the reports for one bridge and submit to the City for review in order to address any changes that the City desires prior to completing the reports for all bridges. We believe that this approach will prevent rework and results in a faster delivery of all the reports to the City. PACIFIC PM will actively communicate the schedule to the City for concurrence.

- **Structural Inspection Reports:** PACIFIC will generate a Bridge Inspection Report for each bridge inspected based on 'Defect Focused' concept. The report will have the information about bridge inspection including the staff and date of inspection, the structure information, critical findings, a general inspection summary, recommendations to mitigate defects, a summary of structural defects, and the recommended repairs. The information about each defect will be covered separately with all required details and photos. Each report will include a table of definitions, condition state definition, and any other table. Any information such as as-built plans with element definitions will be attached to the reports.

TABLE 7-4. SAMPLE INDIVIDUAL DEFECT REPORTING

CITY OF CARPINTERIA CONTRACT NO. 123456

2021 Pedestrian Bridge Inspection Report - Franklin Creek Meadow View Lane Crossing (FCMVLC)

Pedestrian Bridge Inspection Report

Inspection Date: MMDD/YYYY

Critical Findings: None

Caltrans' Element #: 12

Caltrans' Element Name: Deck – Reinforced Concrete

Bridge Name: Bridge #1 FCMVLC

Bridge Coordinates: 34.406863, -119.517443

Repair/Action: Methacrylate Repair

Repair Estimate: \$1200

Project Defect ID: 1

Caltrans' Defect ID: 1130

Caltrans' Defect Name: Cracking

Defect Condition State: **3 – Poor**

Measurement: 30 SF

Defect Location: Abut 1 - BB

Defect Description: Heavy pattern map cracking observed 8' x 3' Area. Cracks were in the range of 0.012 to 0.05 inches in width.



TABLE 7-5. SAMPLE/DEFECT/REPAIR SUMMARY TABLE

#	Defect Name	Caltrans Element	Location	Measurement	Defect's Condition State	Repair
1	Cracking	Deck - Reinforced Concrete	Abut 1 - BB	30 SF	3 - Poor	R1
2	Cracking	Deck - Reinforced Concrete	Abut 2 - EB	8 SF	2 - Fair	M

We present the repair recommendations in a tabulated format since multiple defects could get the same repair recommendation. This way our inspection reports are more coherent with no repetition.

TABLE 7-6. SAMPLE REPAIR RECOMMENDATIONS TABLE

Legend	Repair Description
M	Monitor in the next inspection cycle.
R1	Seal the cracks with approved methacrylate or gravity-fed epoxy product.

Table 7-7 shows the summary of condition assessment for major structural elements in four categories: good, fair, poor or severe. We also use the same color coding as Caltrans. By default, the elements that have no defects will have a condition state of 1 (i.e., Good) and will not be reported. This table can be used by the City's upper management decision makers to request grant funding. In this example, all bridge elements received CS-1 with exception of (1) elastomeric bearing pad in poor condition. Our reports will capture all defects found, and the actions required for monitoring or repair. The overall condition state of a bridge will be the highest condition state for all sub-components.

TABLE 7-7. SAMPLE CONDITION STATE SUMMARY

CONDITION STATE FOR MANDATORY STRUCTURAL BRIDGE ELEMENTS						
Bridge Elements	Total Quantity	Unit	CS-1	CS-2	CS-3	CS-4
			Good	Fair	Poor	Severe
#141 Arch - Steel		ft	X			
#113 Stringer Steel		ft	X			
#147 Cables Main Steel		ft	X			
#152 Floor Beam Steel		ft	X			
#161 Steel Pin and Pin & Hanger Assembly		ft	X			
#215 Abutment Reinforced Concrete		ft	X			
#310 Bearing Elastomeric	8	ea	7	0	1	0
#330 Bridge Railing Metal		ft	X			
#332 Bridge Railing Timber		ft	X			
#515 Steel Protective Coating - Paint		sf	X			
#516 Steel Protective Coating - Galvanization		sf	X			
#517 Steel Protective Coating - Weathering Steel		sf	X			



- **Accessibility Inspection Reports:** For accessibility assessments, Amir Hamidzadeh, CASp, will prepare the Accessibility Inspection Report in accordance with the Construction-Related Accessibility Standards Compliance Act (CRASCA, Civil Code § 55.51-55.545). A Disability Access Inspection Certificate shall be issued with the CASp Inspection Report. We will photograph and document all of the issues and cite the non-compliance section(s) of the code.

Reporting Repair Estimate: James Devey has previously performed estimating as a General Contractor on major Caltrans infrastructure bridges and is an experienced cost estimator. He also has access to the Caltrans database for cost estimating, which is reflective of actual costs to Caltrans. Since these seven bridges are close in proximity to each other, we feel it is best for the City to have a single estimate for all seven bridges rather than a separate estimate for each one. This way many of the costs such as mobilization and demobilization will be significantly reduced and will save the City additional costs. We will communicate with the City about the cost estimate. We can also get actual estimates from a contractor which will be more realistic. We will brainstorm with the City and discuss the preferred alternative or combinations, and will adjust our approach and schedule accordingly.

PHASE 4 – CLOSEOUT

PACIFIC PM will perform a final review to ensure all City concerns are addressed. PACIFIC Team's CASp will sign and stamp the Accessibility Inspection Report and PACIFIC's PM/SE will stamp the Bridge Inspection Report. Once we have full acceptance of the seven Bridge Summary Observation Inspection Reports and Assessments completed, PACIFIC would ask the City in the final closeout meeting to sign off on the deliverables and perform all necessary tasks to close the project. PACIFIC PM will also request for feedback to improve PACIFIC processes and procedures. PACIFIC will take notes to implement this feedbacks as lessons learned for future projects.

We understand the City's concerns about covering all issues in our reports so the city can get the required grants to fix the issues with these bridges. PACIFIC's CASp and PM will discuss the findings of the accessibility assessment, and with feedback from the City, will ensure that we have potential solutions for all deficiencies, and that appropriate the cost estimate is provided to cover the cost of bringing these pedestrian bridges to compliance.



9. ESTIMATED HOURS

Table 9-1 shows the estimated hours for each major task to complete the scope of services on the City's seven pedestrian bridges.

TABLE 9-1. ESTIMATED HOURS BY TASK

TASKS	STAFF	PEDESTRIAN BRIDGE LIST						
		1	2	3	4	5	6	7
		Eighth Street/Calle Ocho Carpinteria Creek Intersection	Foothill Road X Franklin Creek Intersection	Meadow View Lane/Franklin Park Franklin Creek Intersection	El Carro Lane/Franklin Park X Franklin Creek Intersection	Carpinteria Avenue/Ninth Street X Franklin Creek Intersection	Santa Monica Road X Santa Monica Creek Intersection	Via Real Crossing X Santa Monica Creek Intersection
Estimate for Bridge Structural Inspection								
Execute Agreement and Preliminary Coordination	PM	0						
Kick-off Meeting – Structure Team (Remote)	PM, IN, EST	2						
Locate As-Built Plans and Relevant Reports	IN	16						
Review As-Built Plans	IN	8	4	4	4	4	4	4
Coordination/Notifications	IN	2	1	1	1	1	1	1
Develop Bridge Inspection Plan (BIP)	IN	6	6	6	6	6	6	6
Develop Bridge Inspection Plan (BIP)	PM	2	2	2	2	2	2	2
Field Inspection	PM, IN	8	4	4	4	4	4	4
Draft Bridge Inspection Report	IN	16	16	16	16	16	16	16
Draft Bridge Inspection Report	PM	4	4	4	4	4	4	4
Draft Bridge Inspection Report	EST	4	2	2	2	2	2	2
Address City Comments and Update Report	IN	2	4		4			
Address City Comments	PM	2	2		2			
Estimate for Bridge Accessibility Inspection								
Kick-off Meeting – Accessibility Team (Remote)	PM, ACC	1						
Field Inspection	ACC	3	2	3	3	4	4	3
Draft Accessibility Inspection Report (including Code Research and Analysis of Deficiencies and Cost Estimate)	ACC	8	8	8	8	8	8	8
Draft Accessibility Inspection Report	PM	2	2					
Address City Comments and Update Reports	ACC	1	1	1	1	1	1	1
Review Updated Accessibility Report	PM	2						



TABLE 9-1. ESTIMATED HOURS BY TASK

TASKS	STAFF	PEDESTRIAN BRIDGE LIST						
		1	2	3	4	5	6	7
		Eighth Street/Calle Ocho Carpinteria Creek Intersection						
		Foothill Road X Franklin Creek Intersection						
		Meadow View Lane/Franklin Park Franklin Creek Intersection						
		El Carro Lane/Franklin Park X Franklin Creek Intersection						
		Carpinteria Avenue/Ninth Street X Franklin Creek Intersection						
		Santa Monica Road X Santa Monica Creek Intersection						
Via Real Crossing X Santa Monirca Creek Intersection								
Related Accessibility and Structure Inspection								
Address Accessibility Related Concerns in Bridge Inspection Reports, Cost Estimate		PM, IN, EST 2						
Closeout		PM 1						
Closeout								

Legend:

- **PM** = Project Manager/Structural Engineer
- **IN** = Inspector/Professional Engineer
- **ACC** = Certified Accessibility Specialist (CASP)
- **EST** = Estimator, or Coordination with Retained Contractor

TABLE 9-2. SUMMARY OF HOURS

Staff	Hours
PM	92
IN	256
EST	20
ACC	86
TOTAL	454





RYAN KASH, PHD, SE, CWI, PCI III - PROJECT MANAGER

Ryan Kash is specialized in representing public agencies as a technical expert and a project manager providing qualified staff to augment his client's team. Based in Orange County, Ryan has successfully served many public agencies statewide such as various Caltrans districts, Port of Long Beach, UC Irvine, LA Metro, City of Irvine, and other agencies. Ryan has supervised engineers and inspectors throughout his career and delivered successful projects to clients while managing multiple concurrent task orders. He enjoys strong references from his current and past clients.

As a hands-on project manager with a CA SE license, Ryan has served in lead roles as QA and IQA in various aspects of heavy civil infrastructures, vehicular and pedestrian bridges, and buildings including structural engineering, inspection and testing, materials engineering, structural design, retrofit, repair, evaluation, forensic engineering, and PM/CM. Ryan has performed or managed different types of inspection including bridge inspection, on-site construction inspection, and off-site inspection at fabrication shops (aka, source inspection).

He is a solution-oriented engineer who has been able to resolve complex issues for his clients related to quality, construction, safety, and design. He has developed many Job Hazard Analysis (JHA) and Safety Plans for his teams. He has led his teams in a safe environments with zero accidents throughout his career.

He has served in many roles that are relevant to this project:

- Bridge Inspection and Construction Management – Caltrans and LA Metro projects in LA County.
- Forensic Engineering – the lead investigator for several forensic projects in various states such as the O'Hare Airport Welded Canopy and the Rail Ramp in Alhambra.
- Structural Design and Retrofit – project manager and/or engineer for over 60 projects worldwide.



Slauson Bridge in Long Beach, CA, LA Metro. Light Rail Bridge along Blue Line. CIP Concrete Box Girder. Inspection/Repair Recommendations.



Santa Ana River Crossing in Riverside, CA, MWD. Water Pipe/Maintenance Walkway. Three Structural Steel Trusses. Field Inspection, Seismic Evaluation, and Retrofit.

He has received numerous awards for his work including the Outstanding Engineering Merit Award from the Orange County Engineering Council (OCEC), California, and the Edmund Friedman Young Engineer of the Year Award from the National American Society of Civil Engineers (ASCE).

PROFESSIONAL REGISTRATION/CERTIFICATION:

- CA, Registered Structural Engineer (S5473)
- CA, Registered Professional Engineer-Civil (C70201)
- CWI, Certified Welding Inspector, American Welding Society (13082311)
- PCI, Level III Inspector, Precast/Prestressed Concrete Institute (13002)

EDUCATION:

- Ph.D. Degree in Structural Engineering, Southern Methodist University, TX, 2004
- M.S. Degree in Structural/Earthquake Engineering, University of Tehran, 1999
- B.S. Degree in Civil Engineering, Karaj Azad University, Tehran, 1997
- Caltrans Resident Engineers Academy, Caltrans, San Bernardino, April 15-18, 2013

SPECIALIZATION HE BRINGS TO THE CONTRACT:

- 24 Years of professional hands-on experience in inspection, construction management, materials engineering, and design. Extensive Caltrans Experience including Structure Maintenance and Investigation (SM&I), OSC, OSM, Design, and the District.
- Project Manager providing qualified engineers and inspectors for several contracts in Caltrans Districts 3, 6, 7, 8, 9, 10, and 11. Supervised multiple staff in various projects simultaneously. Proven track-record for delivering successful projects.
- Strong references for assisting Caltrans and public agencies to resolve numerous complex issues
- Trained for confined spaces and fall/trip/slip hazards.

RELEVANT PROJECT EXPERIENCE:

- Gerald Desmond Bridge Replacement (GDBR) in Long Beach, CA, Caltrans IQA Engineer/Technical Lead for 6.5 years including coverage of quality issues for all elements of this cable-stayed bridge including 1.5-mile-long pedestrian/bikeway bridge for the Gerald Desmond Bridge. On the approaches the pedestrian bridge was steel with AC on top, whereas on the approaches the bridge was a concrete overhang off of box girders. This project had many bridge assessments including load rating with actual trucks in various load patterns.
- Inspection of Structures Project, LA Metro, Los Angeles, CA, Structural Engineer. He established a coherent system and inspectors' duties in accordance with Caltrans and FHWA requirements for the team, established procedures in the Project Management Plan (PMP), and developed tabulated repair recommendations for defects. He also provided repair recommendations for defects of four LA Metro light rail bridges: Slauson Avenue, Firestone Boulevard Bridge, Rosecrans Flyover, and Dominguez Flyover. These four bridges had a total of 520 defects and 58 repair recommendations categories.
- Caltrans METS, SMR for Orange County, CA, managed all the ongoing county construction projects.
- Santa Ana River Crossing Bridge Seismic Evaluation and Retrofit, Riverside, CA, Metropolitan Water District (MWD). The project included three 180-foot-long trusses that supported a pedestrian walkway and a 10-ft-diameter steel water pipe.
- Pedestrian Bridge Design: His design experience includes a structural steel pedestrian bridge in Harris Methodist Hospital, Fort Worth, TX, and a concept/preliminary design for three cable-supported bridges over Warner Street in Tustin, CA for Tustin Legacy Ranch: two steel arch bridges with cable-supported deck and one cable-stayed bridge – 300' span and 160' tall.

REFERENCE FOR RYAN KASH *(in addition to the Company's References):*

Reviewers are encouraged to contact the listed references who are all reputable figures in public agencies.

Name/Telephone/Email	Agency/Division:	Contract:
Ali El-Zaynab, PE, District 12 Senior Bridge Construction Engineer (405 Project Manager) (951) 415-6465 ali.el-zaynab@dot.ca.gov	Caltrans Office of Structure Construction	10/605 Direct Connector (\$54 Million) Date: 2013-2015





MICHAEL EMAMI, PE, CWI, STRUCTURAL STEEL/BOLT ICC - INSPECTOR

Michael Emami has extensive experience in various types of inspection including bridge inspection, on-site construction inspection, and off-site/source inspection for prefabricated structural elements. His experience spans multiple disciplines including civil engineering, construction management, fabrication and erection of structural materials, and design. He has had various roles in projects such as quality engineer, special inspection agency director, IQA engineer, assistant structural materials representative, and assistant resident engineer. Michael has experience working on the Gerald Desmond Bridge (GDB) replacement project in the Port of Long Beach representing Caltrans Department of Material Engineering and

Testing Services (METS) from 2014 to 2017 overseeing the fabrication of the structural materials. The project consisted of 10,000 tons of high-performance weathering steel and other structural components such as concrete precast members, bike path components, cable system, expansion joints, and bearings. He was responsible for ensuring that contractors comply with all contract requirements during fabrication.

Michael reviewed and approved contractors' quality work plans, performed random audits at shops, attended different inspection hold points, and worked closely with IQA inspectors to ensure that all structural materials are properly fabricated, painted, and inspected before being released to the jobsite. Michael joined the Caltrans Office of Structure Construction as a consultant in 2018 until present, continuing to work on the GDB replacement project and oversees the contractor's construction activities in the field. Michael is one of the IQA Engineers who routinely performs field inspections to ensure construction is performed per the approved plans. In addition to inspections during construction, Michael performs final walk-through inspections for the final acceptance after each section is completed. The final walk-through inspection includes inspection of all bridge elements (substructure, superstructure, and deck) and the bike path. Michael documents all deficiencies and non-compliance identified during the final walk-through inspections and communicates them with the contractor and verifies that they are addressed accordingly. On the GDB replacement project, Michael inspected a 1.5-mile long pedestrian/bikeway bridge comprising joint seals, steel handrails, concrete barriers, light poles, sign structures, drainage, utilities, concrete deck at approaches, steel deck with asphalt overlay at the main span, galvanized members, and waterborne coated steel members.



New Gerald Desmond Bridge, Cable-stayed Bridge (GDB), Long Beach, CA



New Gerald Desmond Bridge, Pedestrian Bike Path (GDB), Long Beach, CA

PROFESSIONAL REGISTRATION/CERTIFICATION:

- NHI/FHWA, Course 130101 Introduction to Safety Inspection of In-Service Bridges, a 14-hour Course, November 2020
- CA, Registered Professional Engineer-Civil (88306)
- CWI, Certified Welding Inspector, American Welding Society (20060921)
- ICC, Structural Steel & Bolting

EDUCATION:

- M.S. Civil Engineering, Construction Engineering Management; 2016; University of Southern California (USC), Los Angeles, LA
- B.S. Civil Engineering, Structural Engineering; 2013; University of California Irvine (UCI), Irvine, CA

SPECIALIZATION HE BRINGS TO THE CONTRACT:

- 8 Years of professional experience in bridge inspection, engineering, structural materials fabrication, construction inspection, and quality management
- Experience inspecting a 1.5-mile long pedestrian/bikeway bridge
- Extensive experience with structural members including concrete, steel, welding, bolting, coating
- Extensive experience with walk-through, repairs, punch list items, final inspection and acceptance of all bridge elements (substructure, superstructure, and deck)
- Proficient in field condition assessment of all structural defects
- Extensive experience with Cities, Ports, and DOT/Caltrans projects in CA and NY
- Inspection thousands of bolted connections
- Experienced in documenting and reporting the defects and their repair
- Excellent communication skills to address the repair of defects
- Experienced with FHWA and Caltrans Documents, PCI, ACI 318, AWS D1.1 & D1.5, AASHTO, AISC Steel Construction Manual, and International Building Code (AISC).
- ACI Concrete Field Testing Technician – Grade I, Expired January 2020
- PCI Precast/Prestressed Concrete Technician/Inspector Level II, Expired June 2020 (No. 15002)
- Member, Construction Management Association of America (CMAA), American Welding Society (AWS)

RELEVANT PROJECT EXPERIENCE:

- Gerald Desmond Bridge Replacement (GDBR), Long Beach, CA, Caltrans, IQA Engineer Field Construction Inspection, as part of Caltrans Office of Structure construction (OSC).
- Gerald Desmond Bridge Replacement (GDBR), Long Beach, CA, Caltrans, IQA Assistant Structural Materials Representative, as part of Caltrans Materials Engineering and Testing Services (METS).
- Caltrop, Director of Special Inspections Agency in New York.

REFERENCE FOR MICHAEL EMAMI:

Name/Telephone/Email	Agency/Division:	Contract:
Tanya Wyckoff, PE, Caltrans District 7 SM&I Sr. Bridge Engineer, former GDB IQA Manager (916) 801-1237 tanya.wyckoff@dot.ca.gov	Caltrans Structural Maintenance & Inspection (SM&I)	Gerald Desmond Bridge (\$1.5 Billion) Date: 2013-Present





JAMES DEVEY, PE, CWI, PCI III, QSD - ESTIMATOR, ALTERNATE INSPECTOR

James Devey is a materials and construction technical expert with over 24 years of experience in the heavy civil construction focusing on inspection, field construction, and off-site fabrication. James has performed estimating, inspections, investigations, field engineering, project management, and surveying for bridge widening, retrofits, and replacement projects. Some of the bridge projects he has worked on include San Francisco Oakland Bay Bridge Self Anchored Suspension (SAS) Bridge, Gerald Desmond Cable-stayed Bridge, Carquinez Suspension Bridge, and Coronado Bridge Coating Rehabilitation. For the Gerald Desmond Replacement Bridge (GDBR) project, he oversaw the Design-Build

Contractor's Quality Management Program in regard to source inspection including 10,000 tons of main span structural steel, fracture critical members, 80 stay cables (1.7 million feet of ASTM A416 Gr. 270), 16 tower anchorage boxes, 160 cable anchorages, 503 high performance lightweight precast deck panels, bike path fabrication, modular joint seals, PTFE bearings, and maintenance travelers. James traveled to fabricators to oversee the Design-Builder Contractor's Quality Program and was instrumental in tracking all source inspection non-conformance (QC, QA, and IQA) and resolutions on the project. He also represented Caltrans at the weekly quality meetings and was part of the core management partnering team on the project. He worked with Caltrans maintenance, Caltrans Structure Construction, and the Design-Build Contractor on issue resolutions. Earlier in his career, he was part of the Caltrans Structure Construction (OSC) team for the GDBR project, overseeing NCRs and performing field construction inspections for various structural members including wet piles and columns. He has served as Lead Structural Material Representative for Caltrans Districts 7, 11, and 12, managing quality assurance and control for major construction projects in Orange, Ventura, Los Angeles, and San Diego/Imperial counties. James provided direct support and communication for major fabricated and field constructed items with Caltrans Structure Construction (OSC) resolving issues and providing solutions. This included resolving non-conformance by contractors, performing facility audits, and reviewing contract documents. He has experience estimating as a General Contractors on major Caltrans infrastructure bridges and can provide cost assessments and repair recommendations.



SFOBB SAS Bike Path/Pedestrian Bridge, CA



New Gerald Desmond Bridge, Long Beach, CA

PROFESSIONAL REGISTRATION/CERTIFICATION:

- CA, Registered Professional Engineer-Civil (C75458)
- CWI, Certified Welding Inspector, AWS (15061111), Extensive FCM Experience.
- PCI, Precast/Prestressed Concrete Institute Quality Personnel Certification Program – Level III (17275)
- ACI, Concrete Field-Testing Technician – Grade 1 (01254780)

EDUCATION:

- B.S. Degree in Civil Engineering, 1995; University of Washington, Seattle, WA
- Client Server Technology Certificate (320 hours), 2001, San Francisco State University, CA

SPECIALIZATION HE BRINGS TO THE CONTRACT:

- Extensive experience with estimating and repair recommendations
- Extensive experience with field inspections, investigations, and materials expertise
- 24 Years of Professional Experience in QC/QA, Project Management and Engineering
- Diverse qualifications: Former General Contractor PM combined with extensive Agency experience. Deputy Project Manager for Coronado Bridge 59A0894, Deputy Task Order Manager for METS Emergency Contract 59A1074
- Lead Quality Assurance Manager/SMR for Caltrans, Resident Engineer, Structures Representative
- Local Agency experienced: SDG&E, SCE, Port of Long Beach, City of LA, LA Metro, OCTA, BNSF, SANDAG, North Coast Railroad Authority, Metrolink (SCRRA), City of Thousand Oaks, City Santa Fe Springs, City La Mirada, City of El Monte, and Altamont Corridor-East Construction Authority (ACE) and BART
- Experienced with ASTM, ASME, API, ACI, PCI, AWS D1.1, D1.3, D1.4, D1.5, D1.8
- Previous Certification in CT547 Profilographing
- In 2016, James received an "Outstanding Engineering Merit Award" from the Orange County Engineering Council recognizing his contributions to agencies across the state in his diverse contribution to the heavy civil bridge construction industry

RELEVANT PROJECT EXPERIENCE:

- Estimator/Project Manager for numerous projects for various clients such as counties, cities, and caltrans and is proficient with lump sum pricing and Caltrans force account. For example, Sandholt Road Bridge in Moss Landing, CA, Samoa Bridge on Route 255; San Joaquin River Bridge, Raymond Interiors North, Bay Area, High Rises' IT, Exterior Finishing Systems and Fireproofing. He has performed cost estimate as part project bidding, claims, and estimation, and also has run done force account pay estimates
- Accessibility design experience for a pedestrian walkway in the City of Santa Fe Springs for the Valley View Grade Separation as the City's representative
- I-5 Bridges (8 bridges around Disneyland), Caltrans, District 12, Anaheim, CA, Field Investigator
- I-8 West Bound El Cajon, Caltrans, District 11, San Diego, CA, Concrete Deck Assessment
- I-5 Shasta Lake/Pit River Bridge Deck Replacement, General Contractor, for a Steel Truss Bridge in Caltrans District 3, Project Engineer/Coating Assessment
- Gerald Desmond Bridge Replacement (GDBR), Caltrans, District 59, Long Beach, CA, Lead Structural Materials Representative, as part of Caltrans Materials Engineering and Testing Services (METS) and also Caltrans Office of Structure construction (OSC), extensive field and fabrication investigations
- Oakland Bay Bridge Self Anchored Suspension Bridge, Caltrans, District 4, Bay Area, CA, Lead SMR.

REFERENCE FOR JAMES DEVEY:

Reviewers are encouraged to contact the listed references who are all reputable figures in public agencies.

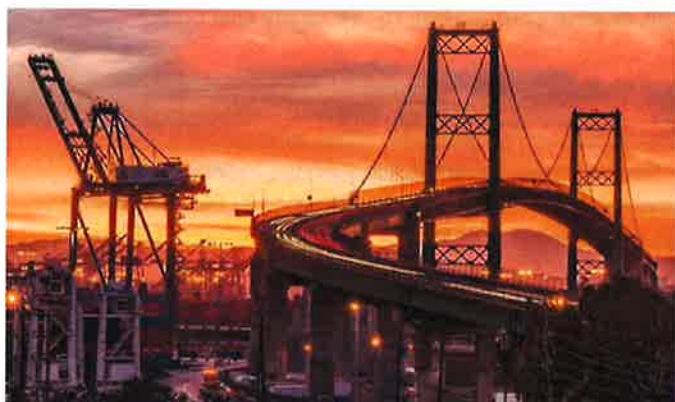
Name/Telephone/Email	Agency/Division:	Contract:
Nina Choy, PE, CWI, AWS Committee Caltrans Headquarters, Office Chief (970) 310-6197 Nina.Choy@dot.ca.gov	Caltrans Office of Structure Quality Management	Caltrans METS statewide Contract Date: 2012-2020





JOSEPH ADAME, CWI, NACE CIP 2, NDT LEVEL II - SPECIALTY INSPECTOR

Joseph Adame has more than 20 years of experience as a welding quality inspector and nondestructive testing (NDT) technician in various roles, including Quality Control (QC), Quality assurance (QA), and Independent Quality assurance (IQA), both on-site and in fabrication facilities for major structural steel construction projects. He has also served as oversight inspector and verified contractor's quality control and prime contractors' quality assurance program effectiveness. Having served as a Caltrans METS inspector, Joseph has significant experience with Caltrans bridge projects, including toll bridge projects performing quality assurance inspection and testing during shop fabrication and field erection of steel bridges and other infrastructure. Joseph routinely interfaces with Caltrans engineers and structures representatives. His project experience includes major steel bridges, petroleum refineries, pipelines offshore drilling/processing platforms, and high-rise buildings. He has been involved in the Statewide Materials Inspection Contract, as well as site-specific projects such as the Gerald Desmond Bridge Replacement project. He has extensive experience inspecting structural steel members for bridges. He has performed reviews of project contract documents, contractor's steel fabrication drawings, contractor's welding quality control plans, and contractor's paint quality work plans. Joseph has performed CWI inspections, visual inspections, NDT inspections (UT, MT, and RT), paint inspections, material sampling, and material verification. Joseph is a dedicated Inspector with excellent technical, verbal, and written communication skills. Mr. Adame has played a key role in acceptance of high-quality materials for various project.



Vincent Thomas Bridge, San Pedro, CA, Caltrans. Retrofit of the Existing Bridge.



Montague Expressway Pedestrian Overcrossing, Milpitas, CA, VTA. Construction of a New Structural Steel Truss.

PROFESSIONAL REGISTRATION/CERTIFICATION:

- CWI, Certified Welding Inspector, AWS (000050741)
- ASNT Level II UT Technician
- ANST Level II RT Technician
- ASNT Level II MT Technician
- ANST Level II PT Technician
- AWS Section 12, Lead Fracture Critical Member (FCM) Qualified
- NACE CIP 2 (78734)

EDUCATION:

- Ultrasonic Testing Level I & II Formal Training, NDE, Professionals, Portland, OR
- Radiography Testing Level I & II Formal Training, NDT, Associates Seattle, WA
- Liquid Penetrant Testing Level I & II Formal Training, NDE, Professionals, Portland, OR
- Magnetic Particle Testing Level I & II Formal Training, NDE, Professionals, Portland, OR
- Texas State Radiography Exam, Austin, TX
- Sharp Basic Radiation Safety Course, Alvin, TX
- US Army
- Del-Mar College, Corpus Christi, TX

SPECIALIZATION HE BRINGS TO THE CONTRACT:

- 21 Years of Professional Experience (Engineering and Inspection)
- Proficient in Caltrans Standard Plans and Specifications, ASME, API, ASNT, PCI, AWS D1.1 & D1.5
- Experienced IQA/QA/QC Inspector. Expert in Structural Steel, Nondestructive Testing, Coating, and Concrete
- Extensive state-wide and international Caltrans Experience (OSM) for inspection for steel structures
- Experience with San Francisco Bay Area Rapid Transit (BART), Orange County Public Work (OCPW), Port of Los Angeles, SANDAG, and City of Laguna Niguel

RELEVANT PROJECT EXPERIENCE:

- A&E Source Inspection and Material Engineering Services Toll Bridge Program, Caltrans District 4, CA, Lead QA Inspector
- Caltrans Structural Materials Inspection Program, Statewide, CA, Lead QA Inspector
- Gerald Desmond Bridge Replacement (GDBR), Caltrans, Long Beach, CA, IQA Lead Inspector
- Vincent Thomas Bridge Retrofit Project.
- Montague Expressway Pedestrian Overcrossing, Valley Transportation Authority (VTA), 229-ft span Warren-type steel truss.

REFERENCE FOR JOSEPH ADAME:

Name/Telephone/Email	Agency/Division:	Contract:
Tanya Wyckoff, PE, Caltrans District 7 SM&I Sr. Bridge Engineer, former GDB IQA Manager (916) 801-1237 tanya.wyckoff@dot.ca.gov	Caltrans Structural Maintenance & Inspection (SM&I)	Gerald Desmond Bridge (\$1.5 Billion) Date: 2013-Present





AMIR HAMIDZADEH, PE, CASp, CBO - ACCESSIBILITY INSPECTOR

Amir Hamidzadeh brings with him over 30 years of experience in the construction field. He has worked for several governmental agencies including County of San Luis Obispo, City of Simi Valley, City of Palm Desert, and City of Agoura Hills. During his 27 years of employment with the public sector, he was able to experience working for three different departments of Planning, Public Works, and Building and Safety, which provided him with a firm foundation and knowledge of how construction activities and different governmental departments work. He has also worked with several private architectural and engineering firms. He is a California Licensed Engineer and has several Certifications including, Certified Building Official, Certified Access Specialist, and multiple others. He has conducted multiple CASp projects including the 400,000 SF Caltrans Building, a few State Correction Facilities, and multiple shopping centers and common fast food chains. Amir is very involved with local and state accessibility committees and keeps abreast of all new codes and laws related to accessibility and building codes.



Chesebro Park Bridge (Accessible Pedestrian Bridge), Agoura Hills, CA



Kanan Road Bridge, Agoura Hills, CA

PROFESSIONAL REGISTRATION/CERTIFICATION:

- CA, Registered Professional Engineer-Civil (68216)
- California Certified Building Official (CBO)
- California Certified Access Specialist (CASp)
- Certified Safety Assessment Coordinator (SAC)
- Certified Residential Energy Plans Examiner (R-CEPE)
- California License Real Estate Broker (Broker)
- Certified Energy Analyst-Residential (CEA-R)
- Certified Energy Analyst-Non Residential (CEA-NR)
- California Certified Plans Examiner (CPE)
- Certified Non-Residential Energy Plans Examiner (NR-CEPE)



Reyes Adobe Historic Site Pedestrian Bridge, Agoura Hills, CA

EDUCATION:

- B.S. City and Regional Planning & Engineering; 1991; California Polytechnic University, San Luis Obispo, CA
- A.A. Architecture, Pierce Community College, Pierce, CA

SPECIALIZATION HE BRINGS TO THE CONTRACT:

- 30 Years of Professional Experience (Engineering and Inspection)
- Inspected more than 100 bridges, parks, playgrounds, and recreational facilities for accessibility compliance
- Experience with City of Agoura Hills, City of Palm Desert, and City of Simi Valley

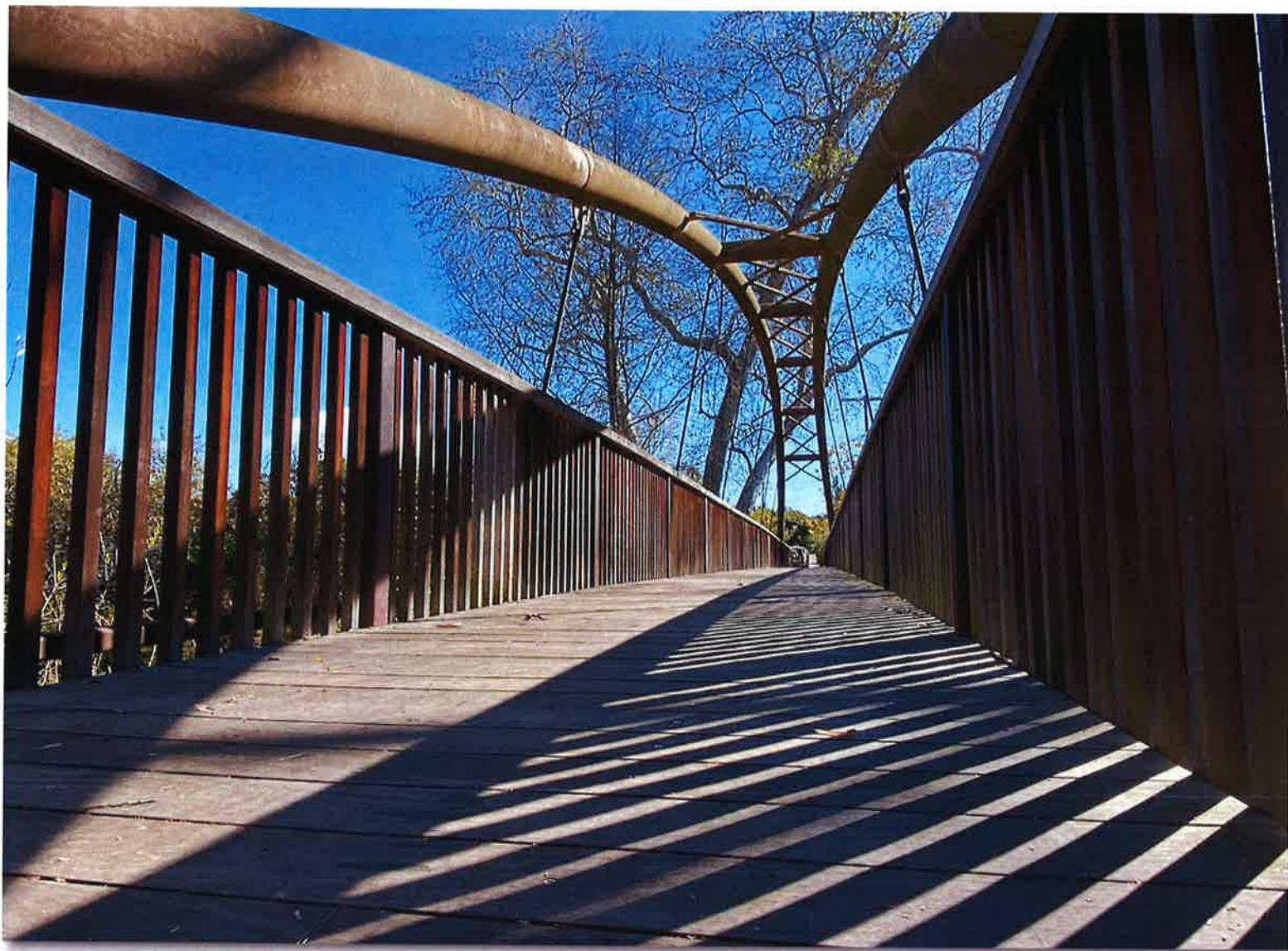
RELEVANT PROJECT EXPERIENCE:

- Office and Parking Facility, Valley State Prison (CSP), CA
- Office and Parking Facility, Folsom Correctional Facility, Folsom, CA
- City Facilities and Parks, City of Agoura Hills, CA
- Caltrans Office Building and Site Parking, San Luis Obispo, CA
- Buelton Town Center, Buelton, CA
- Acorn Shopping Center, Santa Maria, CA
- Larkspur Landing Hotel, CA & OR
- Tierra Palms Apartment Building, Norwalk, CA
- CW Attorneys, Palmdale, CA
- Flame Restaurant, Westwood, CA
- Porto Bell Apartment Building, Norwalk, CA
- Todo Discount Center, San Bernardino, CA
- Aides Barber Shop, Chino Hills, CA
- Adena Restaurant, Glendale, CA
- Le Med Apartment Building, Azusa, CA
- Somer Set Apartment Building, Montebello, CA
- Four Seasons Apartment Building, Paramount, CA
- Sherwood Apartment Building Bellflower, CA
- Yorba Linda Pines Apartment Building, Yorba Linda, CA
- Highland Pinetree Apartment Building, Fullerton, CA
- Northwind Apartment Building, Bellflower, CA
- The Courtyard, Norwalk, CA
- Pick Up Stix Restaurant, Long Beach, CA

REFERENCES FOR AMIR HAMIDZADEH:

Name/Telephone/Email	Agency/Division:	Contract:
Nathan Hamburger (818) 597-7308 Nhamburger@agourahillscity.org	City of Agoura Hills City Manager	Chesebro Park Pedestrian Bridge Review Plans and Site Inspection for Accessibility Compliance
Ernie Kim (805) 441-3128 Ernie@erniekim.com	Ernie Kim Architect Private Firm	Acorn Shopping Center Santa Maria, California CASP Inspection and Report Over 3-acres of property with multiple commercial tenants
Mike Rashidi (818) 451-5998 Mikerashidi@yahoo.com	Green Concept Construction Private Corporation	Several Larkspur Landing Hotels throughout CA, OR and WA CASP Inspection and Report for Accessibility Compliance; Prepare Plans for Construction





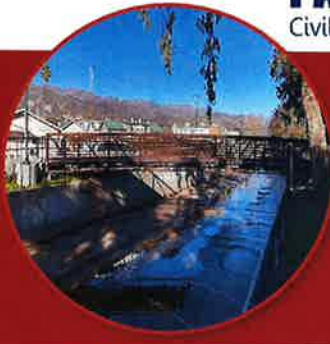
PACIFIC CIVIL SOLUTIONS, INC.

18 Crestview, Aliso Viejo, CA 92656

(949) 535-0533 | www.PACIFICpros.com

Ryan Kash, PhD, SE, CWI, PCI III - President | RYAN@PACIFICpros.com

EXHIBIT B
PAYMENT SCHEDULE



CITY OF CARPINTERIA
Pedestrian Bridge Inspection Services

FEE Proposal

March 9, 2021

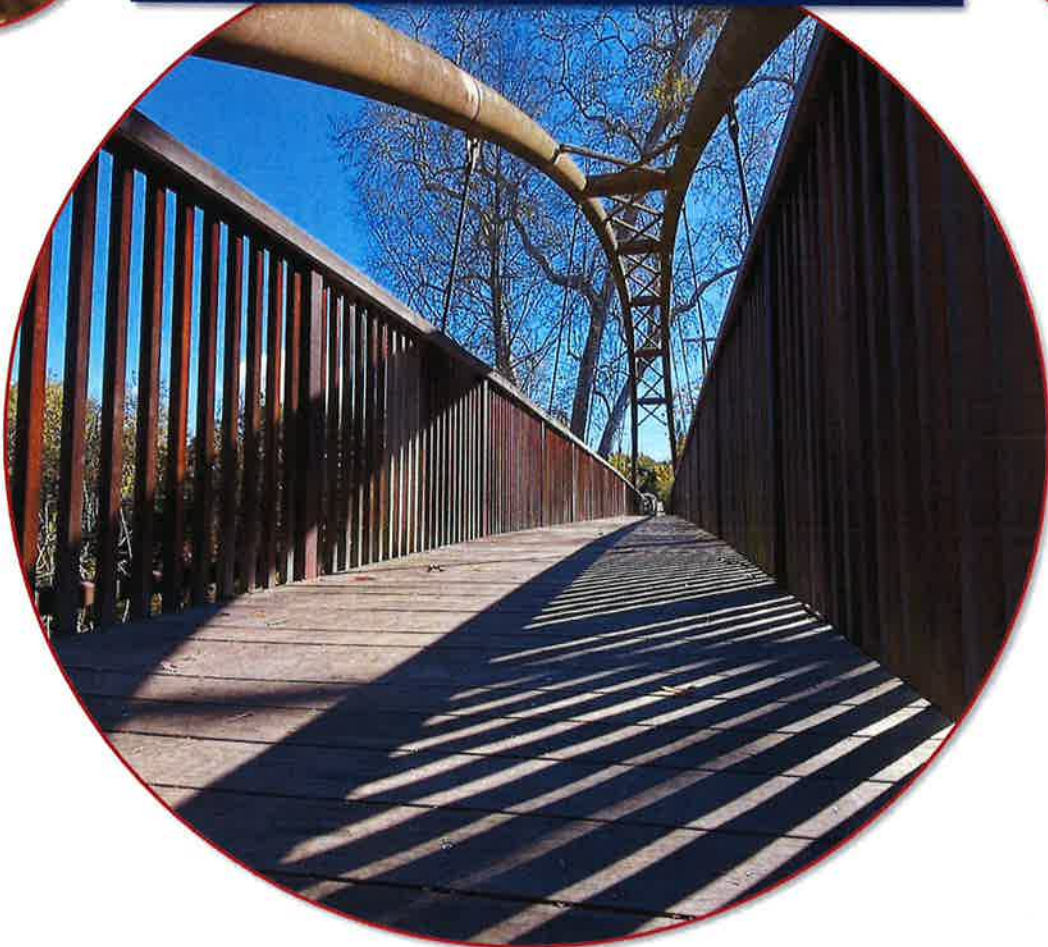


Table 1. Summary of Labor, Labor Hours, Hourly Billing Rates and Labor Cost

Last Name	Classification	Hourly Rate ^{1,2}	Hours ^{4,5,6,7}	Labor Cost	Firm/Logo ³
Kash	Project Manager/CA SE	\$231.00	92	\$21,252.00	 PACIFIC CivilSolutions
Hamidzadeh	Accessibility Inspector/CASp ³	\$231.00	86	\$19,866.00	 Development Solution
Devey	Estimator/Alt. Inspector/CA PE	\$207.90	20	\$4,158.00	 PACIFIC CivilSolutions
Emami	Structural Inspector/CA PE	\$161.79	256	\$41,418.24	 PACIFIC CivilSolutions
Adame	Specialty Inspector/NACE ^{8,9}	\$159.39	0	\$0.00	 PACIFIC CivilSolutions
Total¹⁰			454	\$86,694.24	

Table 2. Other Direct Costs (ODC) – Not to Exceed \$2000.00

Expense Item	Cost
Mileage and Travel Time for Commute from PACIFIC or Dev. Solution's HQ to the City	Waived
Mileage (Other Than Commute)	IRS Std Rate
Travel Expenses for Specialty Inspector, if needed	At Cost
All Other Out-of-Pocket Expenses (Shipping; External Print/Copy/Scan; and Other Similar Direct Project-Related Expenditures)	At Cost

Notes:

- Hourly Billing Rates shall remain fixed for the term of the Professional Services Agreement. PACIFIC fees are identical to the fees previously billed to LA Metro for similar bridge inspection projects, and also same as other ongoing Caltrans projects for other staff.
- The Schedule of Hourly Billing Rates reflects both direct and indirect costs, and include our Indirect Cost Rate (ICR) and 10.0% fee. PACIFIC is a certified SBE registered with DGS and LA Metro.
- For this project, PACIFIC does not charge any mark-up on its subconsultant: Development solution. Accessibility Inspector (CASp) fees are pass-through expenses directly from Development Solution.
- The hour estimate is based on our expectation as a guideline for funding. The total hours subject to change based on project schedule and staffing requirements as needed by the City, and the actual deficiencies/conditions on site.
- It is our intent to limit the inspections to 8 hours per day and avoid any overtime charges. If requested by the City, overtime premium for prevailing wage field work shall be charged to the City in accordance with the requirements of the State of California and the Department of Industrial Relations (DIR).
- Fees are based on a Time and Expense basis. The work will be performed as required by the City of Carpinteria and our staff are available to augment the City staff upon request.
- Any work performed on site will be subject to a minimum of 4 hours charge.
- The need for specialty inspector depends on the specific deficiencies that need further investigation. During our initial investigation we have not seen any deficiency that needs specialty inspector; however, we recommend to consider the need as part of contingency funding.
- Non-exempt staff.
- It is recommended to consider some contingency for uncertainties due to the nature of project, the unknown deficiencies in the project, and in case the City decides to perform further investigation.

EXHIBIT C

INSURANCE REQUIREMENTS

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

Consultant shall provide the following types and amounts of insurance:

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

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

Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Consultant, subconsultants or others involved in the Work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this agreement.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with an A.M. Best rating of A- or better and a minimum financial size VII.

General conditions pertaining to provision of insurance coverage by Consultant. Consultant and City agree to the following with respect to insurance provided by Consultant:

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees, volunteers and agents, using standard ISO endorsement No. CG 2010-0413. Consultant also agrees to require all contractors and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
3. All insurance coverage and limits provided by Contractor and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.
4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.
5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g., elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.
7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at City option.
8. Certificate(s) are to reflect that the insurer will provide 30 (thirty) days notice to City of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/17/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cornerstone Specialty Insurance Services, Inc. 14252 Culver Drive, A299 Irvine CA 92604		CONTACT NAME: Tina Cowie PHONE (A/C, No, Ext): (714) 731-7700 FAX (A/C, No): (714) 731-7750 E-MAIL ADDRESS: tina@cornerstonespecialty.com	
INSURED PACIFIC CIVIL SOLUTIONS, INC. 4342 Babcock Avenue #303 Studio City CA 91604		INSURER(S) AFFORDING COVERAGE INSURER A: RLI Insurance Company INSURER B: Travelers Casualty & Surety Co. of America INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 13056 31194	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			PSB0007273	07/20/2020	07/20/2021	EACH OCCURRENCE \$ 2,000,000
	☐ CLAIMS-MADE ☒ OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000				
	☒ ADD'L INSURED / PRIMARY		MED EXP (Any one person) \$ 10,000				
	☒ BLNKT WVR OF SUBRO		PERSONAL & ADV INJURY \$ INCLUDED				
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 4,000,000
	☐ POLICY ☒ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 4,000,000
	OTHER:						\$
A	AUTOMOBILE LIABILITY			PSA0002828	07/20/2020	02/20/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO		BODILY INJURY (Per person) \$				
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY		BODILY INJURY (Per accident) \$				
	☐ HIRED AUTOS ONLY		PROPERTY DAMAGE (Per accident) \$				
A	☒ UMBRELLA LIAB ☒ OCCUR			PSE0004282	07/20/2020	07/20/2021	EACH OCCURRENCE \$ 1,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE		AGGREGATE \$ 1,000,000				
	DED ☐ RETENTION \$		\$				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N ☐ N/A						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
B	PROFESSIONAL LIABILITY			106559696	07/20/2020	07/20/2021	E.L. DISEASE - POLICY LIMIT \$
	Claims Made						EACH CLAIM \$1,000,000
							ANNUAL AGGREGATE \$2,000,000

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

Evidence of coverage in force. Contractual insurance requirements will be addressed at the time the contract is awarded.

CERTIFICATE HOLDER**CANCELLATION**

FOR PROPOSAL PURPOSES ONLY PLEASE CONTACT
CORNERSTONE SPECIALTY
TO VERIFY COVERAGE IN FORCE

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

EXHIBIT D

WORKERS' COMPENSATION REQUIREMENTS

The Consultant is required to sign and file a statement acknowledging its obligation to secure payment of Workers' Compensation before beginning work.

ACKNOWLEDGEMENT OF WORKERS' COMPENSATION OBLIGATION

I, Ryan Kash, hereby acknowledge my obligation to secure payment of Workers' Compensation before beginning work.

Pacific Civil Solutions

By: _____
Ryan Kash, President

Dated: _____

EXHIBIT E

RESOLUTION OF CONSTRUCTION CLAIMS

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

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

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

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

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

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

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

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

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

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

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

[Home](#) > [Policy & Advocacy](#) > Action Center

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. Cal Cities' 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 receive 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 mdesmond@cacities.org.
2. In addition to submitting the letter through the portal, please send a physical copy to your Legislator(s), and email a copy to cityletters@cacities.org, as well as your Regional Public Affairs Manager.

\$350 Billion COVID-19 Federal Relief Bill. The U.S. House of Representatives has introduced a \$350 billion COVID-19 relief bill with \$65 billion going directly to cities. We are calling on city leaders to let your Congressional member know that direct and flexible aid to state and local governments is essential to economic recovery.

[Federal Relief Sample City Letter](#)

SB 9 (Atkins). Housing and development: approvals. This bill would require a local government to ministerially approve a housing development containing two residential units in single-family residential zones. Additionally, this measure would require local governments to ministerially approve urban lot splits.

[SB 9 Sample City Letter](#)

SB 278 (Leyva) PERS Disallowable Compensation. This bill will require public agencies to directly pay retirees and/or their beneficiaries, disallowed retirement benefits using general fund dollars.

[SB 278 Sample City Opposition Letter](#)

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Contact: Kayla Woods

Cell: (530) 844-1744, kwoods@cacities.org

Mar. 10, 2021

FOR IMMEDIATE RELEASE

Cal Cities Applauds House Passage of American Rescue Plan with Direct and Flexible Relief for Cities

Sacramento — Today, the U.S. House of Representatives voted to pass the American Rescue Plan, which includes \$65 billion in direct and flexible relief for every city in the United States. League of California Cities Executive Director and CEO Carolyn Coleman issued the following statement immediately following the vote:

“We applaud today’s vote by the U.S. House of Representatives passing the American Rescue Plan that includes \$65 billion in much needed direct and flexible relief for cities who have been hit hard by the pandemic. This funding is a lifeline for cities that have been on the front lines for nearly a year, spending billions to protect public health, deliver essential services, protect vulnerable populations, and help small businesses survive, while experiencing billions of dollars in revenue shortfalls due to the shutdown of our local economies.

“After being told for almost a year to wait for help, with the House’s action today, California’s cities are one step closer to getting resources they need to continue responding to the pandemic and help jump start the rebuilding and recovery of our local economies.

“We all know the devastating toll the pandemic has taken on families, small businesses, and communities. A strong national economic recovery from COVID-19 depends on relief from the federal government that matches the scale of this crisis. The American Rescue Plan does that, and puts cities on the right path to be able to recover and build bridges to a brighter future.

“Now that Congress has done its work on the American Rescue Plan, we urge the President’s swift approval.”

Established in 1898, the League of California Cities is a nonprofit statewide association that advocates for cities with the state and federal governments and provides education and training services to elected and appointed city officials.

###

Cal Cities weekly COVID-19 update: March 4-10

March 10, 2021

This morning, the U.S. House of Representatives just passed H.R. 1319, the American Rescue Plan Act which includes \$65 billion in direct and flexible funding for every city in America.

The relief bill is now on its way to the President's desk for signature and he is expected to sign H. R. 1319 on Friday, March 12. Immediately following the passage of the relief package, Cal Cities Executive Director and CEO Carolyn Coleman [released a statement](#) applauding the House for their vote. For a full update on the relief package and next steps, read this [Cal Cities Advocate article](#).

On March 5, Cal Cities Executive Director and CEO [sent a letter to Gov. Gavin Newsom](#) urging him to allocate funding from the state's budget windfall to cities to ensure they can be a strong recovery partner and not a drag on the state's economic recovery from this pandemic.

On March 4, the Governor signed an executive order extending authorization for local governments to halt evictions for commercial renters impacted by the COVID-19 pandemic through June 30, 2021. The order also extends protections against price gouging for emergency supplies and medical supplies amid the ongoing emergency response to the pandemic.

The text of the Governor's executive order can be found [here](#) and a copy can be found [here](#).

State updates:

- [Governor Newsom Signs \\$6.6 Billion Package to Return Kids to the Classroom and Bolster Student Supports](#) – Governor's Office
- [Governor Newsom Signs Executive Order in Response to COVID-19 Pandemic 3.4.21](#) – Governor's Office
- [State COVID-19 Updates](#) – Governor's Office
- [Daily COVID-19 Facts](#) – California Department of Public Health
- [Cal OES Key Messages regarding COVID-19/Daily Information](#) – California Office of Emergency Services

For more information

- [COVID-19 Resources and Information for Cities](#) – League of California Cities

[Home](#) > [Policy & Advocacy](#) > [Legislative Resources](#) > Upcoming legislative meetings of interest to cities

Upcoming legislative hearings of interest to cities March 18-April 27

The Legislature has numerous hearings on a variety of policy areas and bills of interest to cities in the coming weeks. More than 2,400 bills were introduced and will be heard in policy committees. The League of California Cities will be hosting a webinar tomorrow, March 18 to discuss key bills impacting cities.

All hearings are televised. The [Senate](#) and [Assembly](#) publish weekly television schedules online, as well as audio and video links when available.

March 18

Assembly Budget Subcommittee No. 6 on Budget Process, Oversight and Program Evaluation, upon adjournment of session, State Capitol, Room 4202

- Informational hearing: COVID-19 direct response expenditures budget change proposals, and vaccine distribution resource needs

Assembly Appropriations, upon adjournment of sessions, State Capitol, Assembly Chamber

Senate Housing, upon adjournment of Senate Agriculture Committee, State Capitol, Room 4203

March 19

Senate Joint Hearing Transportation and Budget and Fiscal Review Subcommittee No. 2 on Resources, Environmental Protection and Energy, 1:30 p.m., State Capitol, Senate Chamber

- Informational hearing: The California Energy Commission's Clean Transportation Program and California's Zero Emission Vehicle Deployment Strategy

March 22

Senate Labor, Public Employment and Retirement, upon adjournment of session, State Capitol, Room 4203

- **SB 788 (Bradford)** Workers' compensation: risk factors. *League position: Support if Amended*

Senate Appropriations, 9 a.m. State Capitol, Room 4203

- **SB 219 (McGuire)** Property taxation: delinquent penalties and costs: cancellation: public health orders. *League position: Support.*

- **SB 284 (Stern)** Workers' compensation: firefighters and peace officers: post-traumatic stress. *League position: Oppose.*
- **SB 426 (Rubio)** Municipal separate storm sewer systems: financial capability analysis. *League position: Support.*

Senate Business, Professions and Economic Development, 9 a.m., State Capitol. Senate Chamber

- **SB 49 (Umberg)** Income taxes: credits: California Fair Fees Tax Credit. *League position: Oppose.*

Assembly Revenue and Taxation, 2:30 p.m., State Capitol, Room 4202

Assembly Transportation, 2:30 p.m., State Capitol, Assembly Chamber

March 23

Assembly Judiciary, 9 a.m., State Capitol, Room 4202

Senate Governmental Organization, 9 a.m., State Capitol. Senate Chambers

- **SB 341 (McGuire)** Telecommunications service: outages. *League position: Support.*

Assembly Public Safety, 1:30 p.m., State Capitol, Room 4202

Senate Judiciary, 1:30 p.m., State Capitol, Senate Chamber

- **Priority SB 16 (Skinner)** Peace officers: release of records. *League position: Oppose.*

March 24

Assembly Local Government, 1:30 p.m., State Capitol, Room 4202

March 25

Assembly Joint Hearing Housing and Community Development and Banking and Finance, upon adjournment of session, State Capitol, Room 4202

- Informational hearing: Addressing racial disparities in housing

April 6

Assembly Public Safety, 1:30 p.m., State Capitol, Room 4202

April 8

Assembly Privacy and Consumer Protection, 10:30 a.m., State Capitol, Room 4202

- **AB 859 (Irwin)** Mobility devices: personal information. League position: Oppose.

April 27

Assembly Jobs, Economic Development, and the Economy, 9 a.m., State Capitol, Room 437

- Subject: Tools for rebuilding vibrant local and regional economies, tools for inclusive business recovery, and tools for upskilling workers

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